SELECT BOARD

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

RECEIVED
2026 APR 23 P 2:29
TOWN CLERK
BILLERICA

Jillian K. Pavidis, *Chair*
Daniel R. Darris-O'Connor, *Secretary*
Michael S. Rosa, *Member*
Dina M. Favreau, *Member*
Michael A. Riley, *Member*

SELECT BOARD AGENDA
APRIL 27, 2026 5:00 PM
365 BOSTON ROAD, THOMAS CONWAY HEARING ROOM #205 AND HYBRID

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

phone 1-929-205-6099

1. **Call to Order 5:00 PM**
2. **Pledge Allegiance**
3. **Moment of Silence** Sgt. Ian Taylor
4. **Reorganization of the Select Board**
   a. Election of Chair
   b. Election of Vice Chair
   c. Election of Secretary

5. **Executive Session**
   Separate Zoom will be distributed to applicants attending Executive Session to eligible participants only

a-k. Executive Session Pursuant to M.G.L. c. 30A, §21(a)(7) To review and consider approval and/or release of Executive Session minutes, as an open meeting may have a detrimental effect on the ability of the public body to conduct business in the future.

April 26, 1999, May 3, 1999, November 15, 1999, July 15, 2002, April 26, 2004, September 13, 2004, May 3, 2004, April 3, 2006, May 1, 2006, March 24, 2008, April 9, 2026

l. Executive Session Pursuant to M.G.L. c. 30A, §21(a) (3) to discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares-Discussion on CRT Development Realty, LLC vs. Billerica Historic Districts Commission - Middlesex Superior Court Docket #2681CV00689

m. The Select Board voted in Executive Session to approve the Executive Session minutes and to release or withhold them as appropriate

Open Microphone

In accordance with the Massachusetts Open Meeting Law (M.G.L. c. 30A), the Select Board will not deliberate on matters not listed on the agenda.

6. **Announcements**

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

7. **Proclamations**

a. Danika Connors
b. Enrik "Nick" Nittoli

8. **Consent**

a. Proclamation-Arbor Day-Tree Planting in front of the library-Fred DPW
b. Appointment-Evan Cimea-Community Preservation Committee-Term Ending 6/30/28
c. Appointment-Kristi Rae Garon-Cultural Counsil-Term Ending 2027 1st Term
d. Gift Donations-Billerica Public Library-Barbara Savage-Books
e. Gift Donations-Billerica Public Library-Andrew Jennings-Historic Report
f. Gift Donations-Billerica Public Library-Michelle Massaro-Wooden boxes, 60's party décor
g. Request to Amend date change for 1 Day Alcohol & Ent. License from 6/26 to 6/12 Same hours
h. Request to Amend date change for 1 Day Alcohol & Ent License from 5/15 to 5/8 Same Hours
i. Blisspoint LLC to sell wine at the Billerica's Farmers Market on Mondays 6/15-9/28/26 3:00 PM to 7:00 PM
j. Temp. Sign-BSAP Healthy Vibes-Town Common-4 signs, standard size, April 28th-May 9th
k. Temp. Sign-Yankee Doodle-Yard Sale-Town Common-4 signs, standard size, June 7th-June 13th

9. **Presentations**

a. Town Wide Audit

10. **Public Hearing**

a. **National Grid and Verizon New England, Inc.-WO# 31174068 (Biagiotti Way)**Public Hearing on a petition for permission to locate poles, wires, and fixtures, including the installation of two (2) new joint-owned utility poles and the relocation of one (1) existing pole with associated anchors, along Biagiotti Way, for the purpose of extending three-phase overhead primary service to 155 Treble Cove Road, pursuant to M.G.L. c. 166, §§ 21 and 22 and applicable Select Board policies

b. **Piyan Corporation d/b/a Easy Liquors, 240 Nashua Road, Unit A**
Rehearing-Request for approval of a Change of Manager, Officers/Directors, and Stock Ownership for a Section 15, All Alcohol Package Store License.

c. **Fun City Adventure Park, 900 Boston Road**
Public Hearing on an application for an **Amusement and Entertainment License**, pursuant to **M.G.L. c. 140, §§181 and 183A**, and in accordance with applicable Town regulations. Sunday through Saturday 10:00 AM-10:00 PM.

d. **Transfer of Ownership-Flammable Storage License (M.G.L. c. 148, §13)**
M4 Services, LLC d/b/a Pace Energy (currently operating as Gulf Express), 261 Boston Road
Public Hearing on an application for a Transfer of Ownership for a license to Keep, Store, Manufacture or Sell Flammables or Explosives, pursuant to M.G.L. c. 148, §13.

e. **Playoff Sports Bar LLC, 512 Middlesex Turnpike** -Applicant has asked for this to be continued to May 17, 2026 Public Hearing- Request for approval of a new §12 Annual All Alcohol Restaurant License and Common Victualler License for Playoff Sports Bar LLC, with Alex Dos Santos Evoras as Manager of Record, including approval of an Entertainment License pursuant to M.G.L. c. 140, §183A, and proposed hours of operation Monday through Saturday 11:00 AM – 1:00 AM and Sunday 11:00 AM – 1:00 AM.

f. **Vote to adopt the order of layout for street acceptance(Article 30) for:**
Caddy Street, Islington Street, Rhodes Street, Silversmith Way, Village Lane

g. **Vote for Approval of removal of up to 15 public shade trees on Astrig Way in accordance with MGL Chapter 87, Section 4** This is in connection with the Yankee Doodle Bike Path.

11. **New Business (Quick Items)**
   a. BPAA Contract-Review or Ratified Contract
   b. Parker Street Neighborhood
   c. Estimated Water Bills First Reading

12. **New Business**
   a. Discussion and Vote to recommend Warrant Articles for the Annual Spring Town Meeting
   b. Discussion and Possible Vote for a License Agreement or Easement for National Grid and/or call for a Special Town Meeting
   c. Discussion and Possible Vote on Cider Mill Warrant Article

13. **Old Business**
   a. Town Counsel Retainer Agreement - Discussion and Possible Vote
   Review and Consideration of Amendment to Town Counsel Retainer Agreement; Discussion and Possible Vote

14. **Town Manager's Report**

15. **Meeting Schedule**
   May 4, 2026 & May 7th if Needed for Town Meeting) May 18, 2026

16. **Adjournment**

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phone 1-929-205-6099

04/24/26-Amendment #1

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    a. BPAA Contract-Review or Ratified Contract
    b. Parker Street Neighborhood
    c. Estimated Water Bills First Reading

13. **New Business**
    a. Discussion and Vote to recommend Warrant Articles
    b. Discussion and Possible Vote For License Agreement Cassidy Landscaping

14. **Old Business**
    a. Town Counsel Retainer Agreement - Discussion and Possible Vote
    Review and Consideration of Amendment to Town Counsel Retainer Agreement; Discussion and Possible Vote

15. **Town Manager's Report**

16. **Meeting Schedule**
    May 4, 2026 & May 7th if Needed for Town Meeting) May 18, 2026

17. **Adjournment**

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 **6 TOTAL**	2028 2027 2026
Community Preservation	1-Member	2028
Commission on Disability	1-Disabled Member	2027
Historic District Commission	3-Alternate Members*	3 year term
Electronic Voting Committee	2 – Members	2028
Fence Viewer	1 Positions	2027
Local Cultural Council	1 – Member*	2027
Municipal Affordable Housing Trust	1 – Member (Attorney) 1 – Member (Banker) 1 – Resident 1 – Resident 1 – Member (Realtor) 1 – Member Housing Authority Rep **6 TOTAL**	2027 2026 2026 2027 2027 2026
Scholarship Committee	3 – Members*	2028

4/27/26-**They will be appointed tonight
Local Cultural Council
Community Preservation

Professional Recognition

The Billerica Select Board hereby recognizes and commends Paramedic Enrick "Nick" Nuttoli and Paramedic Danika Connors for their exceptional service, professionalism, and swift action in response to a residential fire in Lowell, Massachusetts.

In the early morning hours of April 11, 2026, while returning from a call, Paramedics Nuttoli and Connors observed flames coming from a two-family home. Demonstrating outstanding awareness and initiative, they immediately notified dispatch and took decisive action by alerting and assisting the occupants of the residence. Through their efforts, all six residents were safely evacuated without injury.

Their actions reflect the highest standards of public service and exemplify the dedication, courage, and commitment to protecting life that define emergency medical personnel. Their quick thinking and willingness to act in a dangerous situation undoubtedly prevented what could have been a tragic outcome.

The Select Board extends its sincere appreciation and gratitude for their service to the community and proudly recognizes their outstanding contribution.

Presented this 27th day of April, 2026.

Jillian Pavidis	**Daniel Darris O'Connor**	**Michael S. Rosa**
Dina M. Favreau	**Michael A. Riley**	

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Presented this 27th day of April, 2026.

Jillian Pavidis	**Daniel Darris O'Connor**	**Michael S. Rosa**
Dina M. Favreau	**Michael A. Riley**	

TOWN OF BILLERICA

SELECT BOARD PROCLAMATION
ARBOR DAY - MAY 7, 2026

WHEREAS, Arbor Day is a nationally recognized observance that encourages the planting and care of trees, promoting environmental stewardship and enhancing the quality of life for present and future generations; and

WHEREAS, trees play a vital role in improving air quality, conserving energy, supporting wildlife, reducing stormwater runoff, and beautifying our neighborhoods and public spaces; and

WHEREAS, the Town of Billerica is committed to preserving and expanding its urban forest and recognizes the importance of trees as a valuable community asset; and

WHEREAS, the planting of trees reflects a long-standing tradition of civic pride and environmental responsibility within the Town; and

WHEREAS, in celebration of Arbor Day 2026, a tree will be planted at the Billerica Public Library, symbolizing the Town's continued dedication to sustainability and community beautification;

NOW, THEREFORE, BE IT PROCLAIMED, that the Billerica Select Board hereby designates May 7, 2026, as Arbor Day in the Town of Billerica, and encourages all residents to recognize the importance of trees and to participate in efforts to protect and enhance our natural environment.

BE IT FURTHER PROCLAIMED, that the Select Board urges all citizens, community groups, and organizations to celebrate Arbor Day by planting trees and promoting environmental stewardship throughout the Town.

IN WITNESS WHEREOF, the Billerica Select Board has hereunto set their hands this 7th day of May, 2026.

Chair Jillian Pavidis	**Vice Chair John Burrows**	**Secretary Daniel Darris-O'Conner**

Member Michael Rosa	**Member Dina Favreau**

Evens was on CPC as A Pllaning Board Rep. Evens is no longer on the Planning Bord and would like to take Bryan Bertmans position who resigned on 04/09/26

APPLICATION FOR TOWN BOARDS, COMMITTEES, AND COMMISSIONS
BILLERICA, MA

"GOOD GOVERNMENT STARTS WITH YOU"

If you are interested in 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** Cimea ☐ **Alternate Member Only** ☐ **Will Accept Either**

Name: Evens Cimea Home Phone: [redacted]

Address: 17 Doris Ave Email Address: cevens1@msn.com

Amount of Time Available: _____

Interest in What Town Committees: CPC

Present Business Affiliation and Work: CIME America llc / Union Carpenter

Business Experience: Business Owner / Construction Experience

Education or Special Training: BSBA Finance / Carpenter

Date Appointed/Elected	Town Offices Held	Term Expired
04/2023	Planning Board Member	4/2026

Reason for Applying: Wanting to keep Servile my community

Signature: [signature] Date: 04/09/2026 4/9/26

☐ **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 Polices and Procedures, Section 38.0.**

Bryan Bertman Resigned 4/9

Kerri Rufo

From: Kristi-Rae Garon <no-reply@billerica.gov>
Sent: Sunday, April 5, 2026 5:37 PM
To: Kerri Rufo; Dawn McDowell
Subject: New Committee Member Application from: Kristi-Rae Garon

[EXTERNAL EMAIL]

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

Applying for

- Regular Member Only
- Will Accept Either

Town Committee

- Cultural Council

Name

Kristi-Rae Garon

Phone

(978) 996-5252

Email

krae9972b@gmail.com

Amount of Time Available

20 hours weekly

Present Business Affiliation and Work

Artist

Business Experience

Nothing in Arts

Education or Special Training

Self taught artist

Previous Appointment Date Elected

Now closed Dare Committee

Previous Town offices Held

Billerica

Term Expired

? -When it was disband

Reason for Applying

I am looking to create a Billerica Arts Center that will display Billerica artists in a gallery and have a space for viewing events. It would also be a place to have people teach or have instructional events to get people more interested in the arts. We have many talented artists in Billerica who choose to have their art exhibited in other towns because our town does not have a place for this.

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GIFT ACCEPTANCE FORM

TO: Town Accountant

FROM: **Joe St. Germain / Billerica Public Library** Department Head/Department

The above officer or department has requested acceptance of the following gift pursuant to Massachusetts General Laws, Chapter 44, Section 53A and further requests that the Select Board authorize the expenditure of funds for the stated purpose.

Name of Party Offering Gift:	Barbara Savage
Address of Gift Giver:	93 Cook Street Billerica, MA 01821
Amount of the Gift: $	**2 pamphlets, 6 book volumes, and 1 300th Anniversary document (No dollar value.)**
Purpose for Which Gift Has Been Offered:	To be added to the Library's Local History Collection.
Purpose for which Gift will be Expended:	Will be added to the Library's Local History Collection.

Letter Accompanying Gift Attached - See attached.

APPROVAL OF RECEIPT AND EXPENDITURE OF GIFT BY THE SELECT BOARD

At a meeting of the Select Board on _____, the Select Board voted to authorize the expenditure of gift funds for the purpose described above.

_____ _____
Jillian K. Pavidis, *Michael A Riley,*

_____ _____
Daniel R. Darris-O'Connor, *Michael S. Rosa,*

_____
Dina M. Favreau,

Town Manager: _____ Date_____

America's Yankee Doodle Town

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TO: Town Accountant

FROM: **Joe St. Germain / Billerica Public Library** Department Head/Department

The above officer or department has requested acceptance of the following gift pursuant to Massachusetts General Laws, Chapter 44, Section 53A and further requests that the Select Board authorize the expenditure of funds for the stated purpose.

Name of Party Offering Gift:	Andrew Jennings
Address of Gift Giver:	29 Talbot Avenue North Billerica, MA 01862
Amount of the Gift: $	**Middlesex Canal Association - Historic Report Regarding the Talbot Mills Dam (No dollar value.)**
Purpose for Which Gift Has Been Offered:	To be added to the Library's Local History Collection.
Purpose for which Gift will be Expended:	Will be added to the Library's Local History Collection.

Letter Accompanying Gift Attached - See attached.

APPROVAL OF RECEIPT AND EXPENDITURE OF GIFT BY THE SELECT BOARD

At a meeting of the Select Board on _____, the Select Board voted to authorize the expenditure of gift funds for the purpose described above.

_____ _____
Jillian K. Pavidis, *John J. Burrows,*

_____ _____
Daniel R. Darris-O'Connor, *Michael S. Rosa,*

_____
Dina M. Favreau,

Town Manager: _____ Date_____

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Name of Party Offering Gift:	Michelle Massaro
Address of Gift Giver:	4 Angela Lane Billerica, MA 01821
Amount of the Gift: $	**50-60 Wooden Boxes and 60's party decor (~$125.00 value)**
Purpose for Which Gift Has Been Offered:	To be used for library programs.
Purpose for which Gift will be Expended:	Will be used for library programs.

Letter Accompanying Gift Attached - None.

APPROVAL OF RECEIPT AND EXPENDITURE OF GIFT BY THE SELECT BOARD

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_____
Jillian K. Pavidis, Chair

_____
John J. Burrows, Vice Chair

_____
Daniel R. Darris-O'Connor, Secretary

_____
Michael S. Rosa, Member

_____
Dina M. Favreau, Member

Town Manager: _____ Date_____

Kerri Rufo

From: Cameron Fazekas <CameronF@highoctaneharley.com>
Sent: Thursday, April 16, 2026 12:05 PM
To: Kerri Rufo
Cc: Sean Coffey
Subject: Re: 1 Day Permit - Possible Date Change?

[EXTERNAL EMAIL]
DO NOT CLICK links or open attachments unless you recognize the sender and know the content is safe.

Those two date changes will be Alcohol and entertainment.

Cameron Fazekas
Inventory Manager & Event Coordinator

High Octane Harley-Davidson
1 Chelmsford Rd. | North Billerica, MA 01862
P. 978.663.6298 F. 978.439.0166
www.highoctaneharley.com

"Fulfilling dreams by providing a premium customer experience!"

From: Kerri Rufo <selectboard@billerica.gov>
Sent: Thursday, April 16, 2026 11:30 AM
To: Cameron Fazekas <CameronF@highoctaneharley.com>
Cc: Sean Coffey <scoffey@billericapolice.org>
Subject: RE: 1 Day Permit - Possible Date Change?

Are these for just for 1 day alcohol license or Ent. Lisence?

From: Cameron Fazekas <CameronF@highoctaneharley.com>
Sent: Monday, April 13, 2026 3:27 PM
To: Kerri Rufo <selectboard@billerica.gov>
Cc: Sean Coffey <scoffey@billericapolice.org>
Subject: Re: 1 Day Permit - Possible Date Change?

[EXTERNAL EMAIL]

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Thank you so much!

Also, It appears they did the same for Friday June 26th 5:00pm - 8:30pm and Moved to Friday June 12th 5:00pm to 8:30pm.

I've notified Sarah Heffernan at Billerica PD of the changes VIA Email.

Cameron Fazekas
Inventory Manager & Event Coordinator

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"Fulfilling dreams by providing a premium customer experience!"

From: Kerri Rufo <selectboard@billerica.gov>
Sent: Monday, April 13, 2026 3:19 PM
To: Cameron Fazekas <CameronF@highoctaneharley.com>
Cc: Sean Coffey <scoffey@billericapolice.org>
Subject: RE: 1 Day Permit - Possible Date Change?

Hi Cameron,

It should not be a problem at all, I will resubmit for a a date change for the one day alcohol.
I will notify police as well on this.

So we are Removing the Friday 5/15/2026 5:00pm - 8:30PM Select Board Approval
And changing it to: Friday 5/8/2026 5:00pm - 8:30pm.

Can you please fill out another application and send to me so I can present it to the Select Board.

Kerri

From: Cameron Fazekas <CameronF@highoctaneharley.com>
Sent: Monday, April 13, 2026 3:10 PM
To: Kerri Rufo <selectboard@billerica.gov>
Subject: 1 Day Permit - Possible Date Change?

[EXTERNAL EMAIL]
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Hi Kerri -

Upon picking up the rest of our permits I noticed I applied for one Friday 5/15/2026 5:00pm - 8:30PM; It seems our Corporate marketing team in all their infinite wisdom moved the Event to Friday 5/8/2026 5:00pm - 8:30pm.

Is it possible to swap the dates somehow since it has already been paid for? 🤦

This obviously means we will NOT be serving Alcohol Friday May 15th since we will not be having an event and be closing at 7:00pm following our Regular Hours of operation.

Cameron Fazekas
Inventory Manager & Event Coordinator

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"Fulfilling dreams by providing a premium customer experience!"

4/27 Date Change — Prior Approval

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

Weekday (Monday-Friday):	Friday June 12th 5:00pm - 8:30pm
Saturday:	
Sunday:	Change June 26th → June 12th

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	**□ YES**	**□ 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: Speakers with Music Possibly Live band weather permitting

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:**
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:

_____

_____

_____

4/27

Date Change Prior Approval

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

Weekday (Monday-Friday):	Friday May 8th 5:00pm - 8:30pm
Saturday:	
Sunday:	Change May 15th → MAY 8th

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		**□ YES**	**□ 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: Speakers with Music or possible Live band Pending Weather

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:**
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:

_____

_____

_____

Town of Billerica
Police Department

6 Good Street
Billerica, Ma 01821
(978) 215-9621 Fax (978) 215-9674
scoffey@billericapolice.org

April 23, 2026

To: Select Board Town of Billerica
From: Lt. Sean P. Coffey
Re: Blisspoint Meadery

Board Members,

On April 15, 2026 I received a license application from Blisspoint LLC, located at 1 Fox Run Rd Bedford MA, in regards to a Farmers Market Alcohol License. Blisspoint LLC operates as Blisspoint Meadery and has a Massachusetts tax ID number of 82-281479 and according to the Secretary of the Commonwealth has been organized in Massachusetts since July of 2017. It currently possesses a Farmer-Winery License from the Massachusetts ABCC. The application is to provide free samples and sell wine/meade at the Billerica Farmers Market on Monday afternoons from June 15th 2026 through October 5th 2026 between the hours of 3 PM and 7:00 PM. It should be noted that the Billerica Farmers Market has been certified as a "Farmer's Market" by the Massachusetts Department of Agriculture.

The owner of Blisspoint LLC is Jeff Venuti of 1 Fox Run Rd Bedford MA. A background/CORI check of Mr. Venuti was performed and it yielded nothing. Mr. Venuti posses an active Servesafe certificate and if familiar with the Billerica rules and regulations governing liquor sales. It should be noted the Blisspoint operated at last year's Billerica Farmers Market without incident.

Based upon the above information the application is approved.

Respectfully submitted,

Lt. Sean P. Coffey

Lt. Sean P. Coffey

LICENSE APPLICATION
BILLERICA SELECT BOARD

Fee Paid: $_____

ACTION: ☒ **NEW** **or** ☐ **CHANGE**

Licensee of Business: Blisspoint LLC		
Doing Business As: Blisspoint Meadery		
Street Address: 1 Fox Run Rd		**Assessors Plate/Parcel:**
Phone #: 617-466-9658	**Zip Code:** 01730	**Tax ID** [redacted]
Alt. Phone #:	**Email:** jeff@blisspointmeadery.com	

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.

Billerica Farmers Market - weekly outside event
old Ditson School grounds, 793 Boston Rd

REQUIRED SIGNATURES: (Obtain necessary approvals before submission)

Building Inspector: [signature]	**Date:** 4.15.26
Comments:	
Board of Health: [signature]	**Date:** 4/23/26
Comments:	
Police: [signature]	**Date:** 4/23/26
Comments:	
Fire: [signature]	**Date:** 4-15-26
Comments:	
Treasurer: [signature]	**Date:** 4/15/26
Comments:	

Manager's Name: Jeff Venuti		
Street Address: 1 Fox Run Rd		
City/Town/State/Zip: Bedford, MA 01730		
Phone #: 617-466-9658	**Tax ID #:** 82-2817497	**Email:** jeff@blisspointmeadery.com

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

Weekday (Monday-Friday):	monday afternoons (3:00-7:30) 6/15 to 9/28
Saturday:	
Sunday:	

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: farmers market	**Wine & Malt** WINE	**All Alcohol (Non-profit Organizations Only)**	
COMMON VICTUALLER (Circle Option):		**Restaurant**	**Innholder** **Cafeteria**
ZBA/Special Permit?: Provide Copy if Yes		□ **YES**	□ **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:** 4/1/2026
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:

_____

_____

_____

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

Farmer's Market Permit Application

MGL Ch. 138 §15F

Municipality: Billerica

Farmer's Market Permits allow wineries, breweries, and distilleries to provide samples of their produced alcoholic beverages and sell by the bottle/case their product for off-premises consumption.

This application should be completed and submitted to the Local Licensing Authority in the city/town in which the agricultural event is taking place along with certification from the MA Department of Agricultural Resources that the Farmer's Market for which they are seeking a license is an "agricultural event" and a copy of their state issued license to produce wines, malt beverages, and/or distilled spirits.

For more information on the Farmer's Market Permit, please visit the ABCC website.

1. CONTACT INFORMATION

Please provide contact information for the individual the licensing authorities should contact regarding this form.

Name: Jeff Venuti
Phone: 617-466-9658
Title: Owner
Email: jeff@blisspointmeadery.com

2. LICENSEE INFORMATION

Entity Name: Blisspoint LLC
ABCC License Number: (if applicable) FW-LIC-000138
DBA: Blisspoint Meadery
ABCC License Type: (if applicable) 19B Farmer Winery
Manager of Record: Jeff Venuti
Premises Address: 1 Fox Run Rd
City/Town: Bedford
State: MA
Zip: 01730
Phone: 617-466-9658
Email: jeff@blisspointmeadery.com

3. EVENT INFORMATION

A. Farmer's Market licenses are only permitted at events that the Department of Agriculture has certified as Agricultural Events.

Please attach documentation from the Department of Agricultural Resources certifying that this is an agricultural event.

Date(s) of Event: 6/15/2026 - 10/5/2026 (Mo

B. Description of Premises

Please describe the location where alcoholic beverages will be sold within the agricultural event.

Event Address: 793 Boston Rd
City/Town: Billerica
State: MA
Zip: 01821

Describe area to be licensed:

793 Boston Road, Billerica, MA 01821

Farmer's Market Application
MGL Ch. 138 §15F

C. Event Contact

Please provide information for contact on the day of the event.

Name: Jeff Venuti

Phone: 617-466-9658

Email: jeff@blisspointmeadery.com

4. EXISTING LICENSES TO MANUFACTURE, EXPORT, AND SELL AT RETAIL

List the license(s) you hold which authorize the manufacture, exportation and retail sale of wine, malt beverages, or distilled spirits to consumers: *(Attach a copy of each license to this application).* Please use the Additional Space at the end of the application if needed.

Entity Name	License Type	License Address
Blisspoint LLC	MA ABCC Farmer-Winery	1 Fox Run Rd, Bedford MA 01730

5. TRANSPORTATION AND DELIVERY

Please identify the business(es) or individuals that will transport alcohol from the license(s) listed above to the Farmer's Market premises.

Entity or Individual	ABCC License Type	ABCC License Number
Blisspoint LLC	Transportation and Delivery Permit	TR-LIC-005556

6. DISCLOSURE OF DISCIPLINARY ACTION

Have any of the licenses listed in Section 4 ever been suspended, revoked, or cancelled? ◯ Yes ◉ No

Date of Disciplinary Action	License Number	Reason for Diciplinary Action

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that, I have filed all state tax returns and paid all state taxes required under law. I further understand that each representation in this application is material to the determination of the application and state under penalty of perjury that all statements and representations therein are true.

Signature: Jeff Venuti

Title: Owner

Date: 03/05/2026

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

FARMER-WINERY LICENSE

M.G.L. c. 138, § 19B

This Farmer-Winery License authorizes the following licensee to produce, rectify, blend, or fortify, keep and expose for sale and to sell wine containing not more than twenty-four percent alcohol by weight:

Blisspoint LLC DBA Blisspoint

1 Fox Run Rd.
Bedford, MA 01730

Approved by the Alcoholic Beverages Control Commission on December 11, 2025

Jean Lorizio, Chairman

Crystal Matthews, Commissioner

Deborah Baglio, Commissioner

License Number: **FW-LIC-000138**
Record Number: **2025-000110-FW-REN**
Capacity: **5K Gallons or Less**

THIS LICENSE WILL EXPIRE DECEMBER 31, 2026 UNLESS REVOKED OR CANCELLED DURING THIS PERIOD

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

THE COMMONWEALTH OF MASSACHUSETTS

EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS

Department of Agricultural Resources

100 Cambridge Street, 9th Floor, Boston, MA 02114
www.mass.gov/agr

MDAR
MASSACHUSETTS DEPARTMENT OF AGRICULTURAL RESOURCES

Maura T. Healey	Kimberley Driscoll	Rebecca L. Tepper	Ashley E. Randle
GOVERNOR	LIEUTENANT	SECRETARY	COMMISSIONER

3/13/2026
Blisspoint Meadery

Dear Jeff Venuti,

Please be advised that the application submitted on behalf of Blisspoint Meadery for certification of the Billerica Farmers Market as an agricultural event pursuant to M.G.L. c 138, Section 15F has been approved.

Please remember that, upon certification of an agricultural event by the Massachusetts Department of Agricultural Resources ("MDAR"), the farm-winery, farm-brewery, pub-brewery or farm-distillery must include a copy of the certification to the local licensing authority along with the application for special license from the city or town in which the event will be held. Upon issuance of a special license, MDAR recommends that you also confirm that a copy of the special license was sent by the local licensing authority to the Alcoholic Beverages Control Commission ("ABCC") at least seven (7) days prior to the event in accordance with M.G.L. c. 138, Section 15F.

Ashley E. Randle

Ashley E. Randle, Commissioner

March 3, 2026

Dear Blisspoint Meadery,

Blisspoint Meadery has been accepted as a vendor at the 2026 Billerica Community Farmers Market, pending all necessary special licenses and/or permits. The Market will take place from Monday June 15, 2026 to Monday September 28, 2026, at 793 Boston Road, Billerica MA.

Sincerely,

Crystal Thomas
Event Manager
Billerica Community Farmers Market President
Phone: 979-408-9031
Email: crystal020609@gmail.com

Town of Billerica
Police Department

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

Criminal Record Background Check

Date: 4/1/2026

Release: I, Jeff Venuti (**Name of Applicant**), 6/29/1974 (**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.

Jeff Venuti

Signature of Applicant

Application Approved: _____

Application Denied: _____ **Reason:** _____

_____

_____

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: Blisspoint Meadery

Address: 1 Fox Run Rd.

City/State/Zip: Bedford, MA 01730 Phone #: 617-466-9658

Are you an employer? Check the appropriate box:

1. ☐ I am a employer with _____ 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 Beverage Production

*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: _____ Date: 4/03/2026

Phone #: _____

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 #:**_____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/06/2026

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

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

PRODUCER	CONTACT NAME: James Lyman	
Lyman Agency, LLC. Farm Family Ins. 6 Way Rd, Suite 201 Middlefield CT 06455	PHONE (A/C, No, Ext): 860-349-7064	FAX (A/C, No): 860-349-7065
	E-MAIL ADDRESS: JLyman@American-National.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Farm Family Casualty Insurance Company	13803
INSURED Blisspoint Meadery Jeffrey Venuti 1 Fox Run Road Bedford MA 01730	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY	X		2001X2852	03/18/2026	03/18/2027	EACH OCCURRENCE	$ 1,000,000
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	Commercial Package Policy						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			2006C1872	03/18/2026	03/18/2027	COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ 100,000
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ 300,000
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Liquor Liability			2001X2852	03/18/2026	03/18/2027	Liquor Liability	$1,000,000 occ $2,000,000 Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Billerica Community Farmers Market and the Town of Billerica are additional insured with regard to commercial general liability

CERTIFICATE HOLDER

Billerica Community Farmers Market
Town of Billerica
793 Boston Road
Billerica, MA 01821

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
James Lyman

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The ACORD name and logo are registered marks of ACORD


Blisspoint Meadery
Emerald Rose
Newtowne Grille
American · $
Grove St
Next Adventure Moving
Automotion
Mobileclinig
Mobile phone repair shop
Pinehurst Ave
Bell Smoke Shop
Tobacco shop
A St
B St
3A
Pinehurst Playground
Boston Rd
Edgemont Ave
Sheridan St
Jaydens house
Layers
Google

SELECT BOARD

TOWN HALL
365 BOSTON ROAD
BILLERICA, MASSACHUSETTS 01821
978-671-0939
FAX: 978-671-0947
selectboard@town.billerica.ma.us

Farmer's Market Special License Application Checklist

- ☐ Town of Billerica License Application Form to be completed by applicant. All approval signatures must be obtained.
- ☐ Application By a Farmer Winery for License to Sell at a Farmer's Market (Ch. 138, §15F) https://www.mass.gov/doc/application-for-a-farmers-market-permit/download
- ☐ Copy of the Commonwealth of Massachusetts Farmer-Winery License
- ☐ Copy of the Massachusetts Department of Agricultural Resources Application for Certification of an Agricultural Event for the Sale of Wine
- ☐ Proof of Acceptance from the Billerica Community Farmers Market
- ☐ Town of Billerica Criminal Record Background Check form must be filled out and submitted to the Billerica Police Department. This should be submitted when you are obtaining their signature on the application.
- ☐ A check made payable to the Town of Billerica. The fee is $50.
- ☐ Worker's Compensation Insurance Affidavit
- ☐ A Certificate of Insurance must accompany any and all requests for all alcohol license whether the liquor is going to be sold or given away free. (Per Policy of the Select Board, Section 17.4)
- ☐ If the event is outside, a diagram of where the alcohol will be served must be provided.
- ☐ These licenses cannot overlap any area or premises that is already covered by an existing license.
- ☐ Any request for a Special License must be received by the Select Board no less than **ten (10) days** prior to the next regularly scheduled Select Board meeting.(Per Policy of the Select Board, Section 33.A.37)
- ☐ Once the application is complete, the application will be scheduled for a Select Board meeting.

Additional Resources

Open file for Massachusetts General Law Chapter 138 Section 15F

Kerri Rufo

From: Dina Favreau
Sent: Monday, April 20, 2026 12:36 PM
To: Kerri Rufo
Cc: acaira@shawsheentech.org
Subject: Agenda Request: Approval lawn signs on the common: BSAP Healthy Vibes Expo - Mental Health Awareness
Attachments: Healthy Vibes Flyer_BSAP.pdf

Hi Kerri,

Please put an approval request for 4 lawn signs on the common for: BSAP's Healthy Vibes Mental Health Awareness Expo from April 28th through May 9th.

Please also put the attached flyer in our packet – signs will be of similar design. If we could also have some color printed for the welcome table at the sign in sheet for open mic, that would be great!

Thanks!

Kind regards,
Dina M. Favreau
Billerica Select Board

Healthy Vibes

Spring Festival & Expo

Shawsheen Tech

Saturday, May 9, 2026

10 am - 2 pm

Free Admission & Fun for all ages

Food Trucks • DJ • Bounce House • Inflatable Sports Games • Outdoor Games • Cookie Decorating • Face Painting • Up Close Magic • Bubble Show • Holistic Services • Counseling Resources • Touch-A-Truck • Petting Zoo • Raffles • Many Craft Vendors, FREE Wellness Bags for the FIRST 300 Guests, and MORE!

Don't Miss Out on this AWESOME new event!

For More Information

Kerri Rufo

From: Taryn Gillis <taryn.yankeedoodle@gmail.com>
Sent: Wednesday, April 22, 2026 3:47 PM
To: Kerri Rufo
Subject: Re: 04/27/26 agenda

[EXTERNAL EMAIL]

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

Hello, the Yankee Doodle Homecoming committee is requesting permission to place 4 standard size signs on the Town Common to publicize our Community Yard Sale on June 13th. We'd like permission for June 7th-June 13th. Thank you!

Taryn Gillis, President
Yankee Doodle Homecoming Committee



On Wed, Apr 22, 2026, 12:30 PM Kerri Rufo <selectboard@billerica.gov> wrote:

> a. Temp Sign-Yankee Doodle-Yard Sale-Town Common-4 signs, standard size June 7th-June 13th
>
> Kerri Rufo
>
> 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.

Kerri Rufo

From: Dawn McDowell
Sent: Monday, March 23, 2026 1:21 PM
To: Kerri Rufo; Jillian Pavidis
Cc: Amit Chhayani
Subject: April 27th Agenda Item - Town Wide Audit Discussion

Hi Kerri,

Could you put this on the agenda for April 27th? If you could put it near the beginning under Presentation that would be great. Amit will be getting the info to you a week or so before the meeting.

Thanks!

Dawn McDowell
Director of Administrative Services
Town of Billerica

TOWN of BILLERICA

Process:

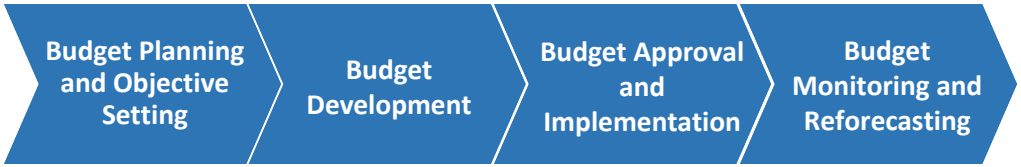
Budgeting

Legend

To ensure consistent implementation, the basic elements and standard symbols for use when constructing flowcharts are as follows:

Start/End	The start/end icon is used to indicate the beginning (i.e., initiating a transaction) and end point (i.e., recording in the general ledger) of a process. Capture the name of the general ledger account(s) impacted by the transaction inside the end icon.	Annotation	An annotation allows the preparer to document critical information (e.g., relevant data elements of IPE) that may not fit inside the related icon. Lengthy text descriptions can be captured inside the annotation icon itself or cross-referenced to another document or footnote.
Employee Title Manual Process	The manual activity icon designates a manual step or activity in the process. Within the shape, include a brief description of the manual process activity being performed.	Information produced by the entity (IPE)	The IPE icon represents a data file or report generated as an output of the system and used in the performance of a control. Capture the report name and relevant data elements inside the icon.
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Presentation Spreadsheet Email Document	These icons represent tasks or control activities carried out by different individuals or departments by exchanging inputs or outputs via presentations, spreadsheets, emails, and documents.	N	The notes icon represents the entire process, showing detailed activities carried out by different people or departments to execute their respective tasks.

Process Decomposition: Key Phases Defined

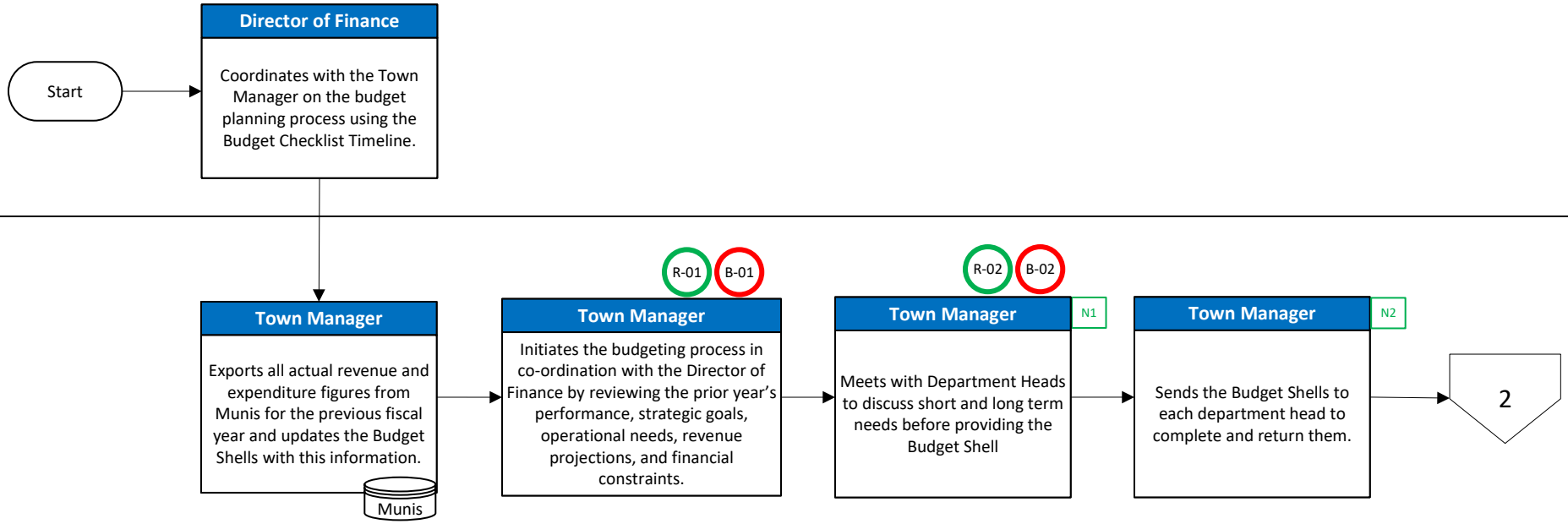


Budget Planning and Objective Setting	The Director of Finance and Town Manager initiate the budgeting process using the Budget Checklist Timeline by reviewing the prior year's performance, strategic and financial goals, operational changes, revenue projections, and financial constraints. The Town Manager exports actual revenue and expenditure data from Munis and updates the Budget Shells. After discussing short- and long-term needs with Department Heads, including staffing, fixed assets, revenue projections, and compensation changes, the Town Manager distributes the Budget Shells to Department Heads. Department Heads are required to complete and return these by early January.
Budget Development	Each Town department prepares budget estimates using standardized templates (Budget Shells) provided by the Town Manager, which include historical data, prior expenditures, revenue figures, and approved headcount. Once completed, Department Heads submit their budgets to the Town Manager, who, with assistance from the Director of Finance, reviews and consolidates them to ensure alignment with the Town's goals. Any unusual line items or significant deviations are resolved with Department Heads through discussions before finalizing the master budget for presentation to the Finance Committee and Select Board.
Budget Approval and Implementation	The Town Manager submits the consolidated department budget to the Select Board for initial review before forwarding it to the Finance Committee. Both the Finance Committee and Select Board review the budget in open public meetings, allowing citizens to voice their support or opposition. Approval requires a simple majority vote from each body. Significant changes or assumptions are documented to support decision-making during the Finance Committee's review with the Director of Finance, Town Manager, and department managers. After the Finance Committee's final vote approval, the budget becomes the official plan, and the Director of Finance loads it into Munis to ensure accurate communication and availability of funds for operations.
Budget Monitoring and Reforecasting	Once implemented, the Director of Finance monitors the budget weekly by comparing budgeted versus actual results, identifying significant variances, and reporting them to the relevant parties. A detailed variance analysis is conducted to determine causes, such as operational or timing-related discrepancies. Significant variances are discussed with Department Heads, with adjustments approved by the Director of Finance and documented in the Budget Shell. If unexpected events alter revenue or expenses, a revised budget is prepared collaboratively by the Director of Finance, Town Manager, and Department Heads to reflect the updated financial reality of the Town.

BUDGETING

Budget Planning and Objective Setting | Budget Development | Budget Approval and Implementation | Budget Monitoring and Reforecasting

1. Budget Planning and Objective Setting



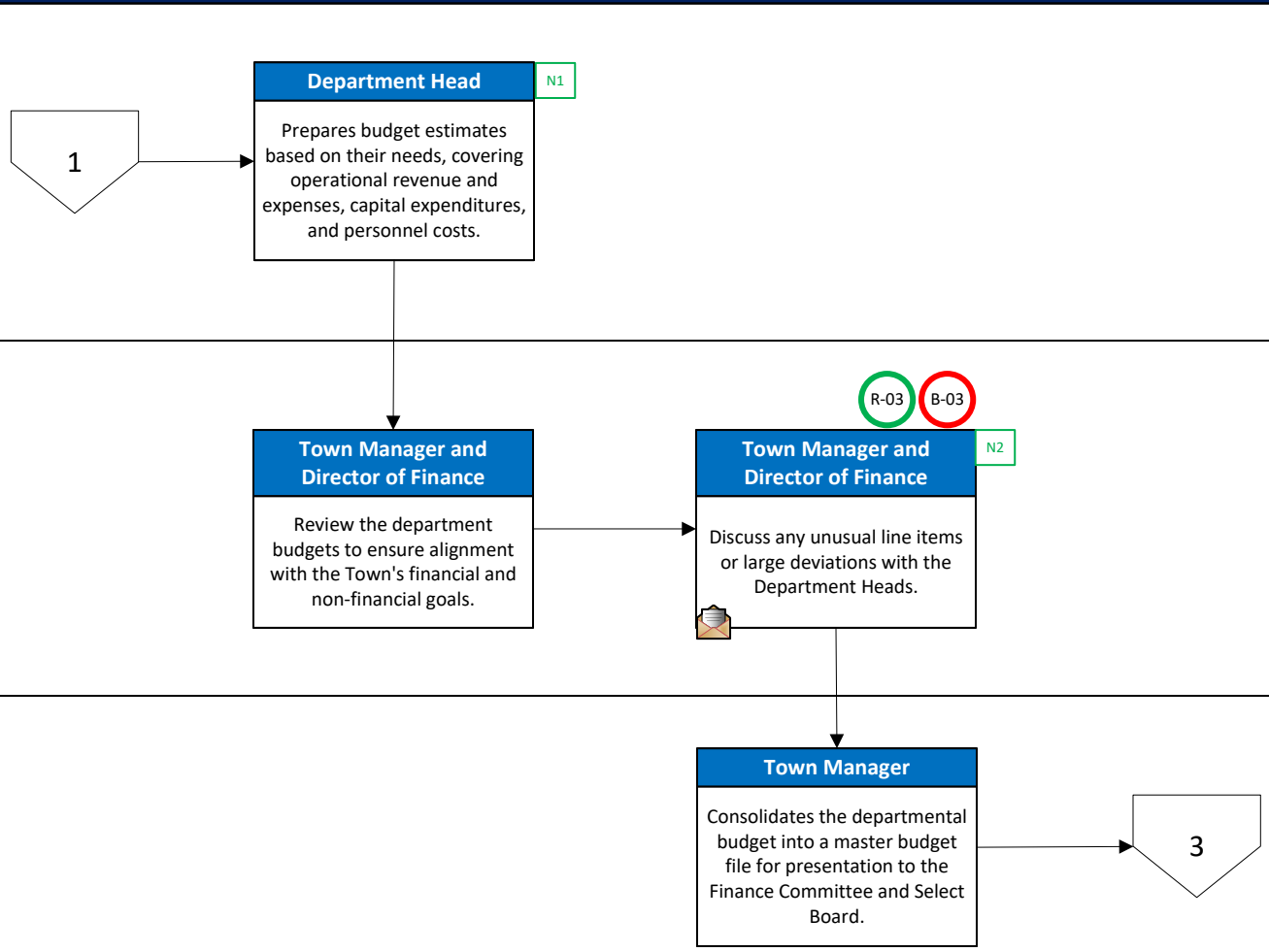
N1- This meeting covers plans for the upcoming fiscal year, including staffing changes, material and fixed asset needs, revenue projections, and contractually mandated compensation changes.

N2- The Town Manager distributes Budget Shells to department heads, who must complete and return them by early January (exact date varies each year).

BUDGETING

Budget Planning and Objective Setting | **Budget Development** | Budget Approval and Implementation | Budget Monitoring and Reforecasting

2. Budget Development



Notes

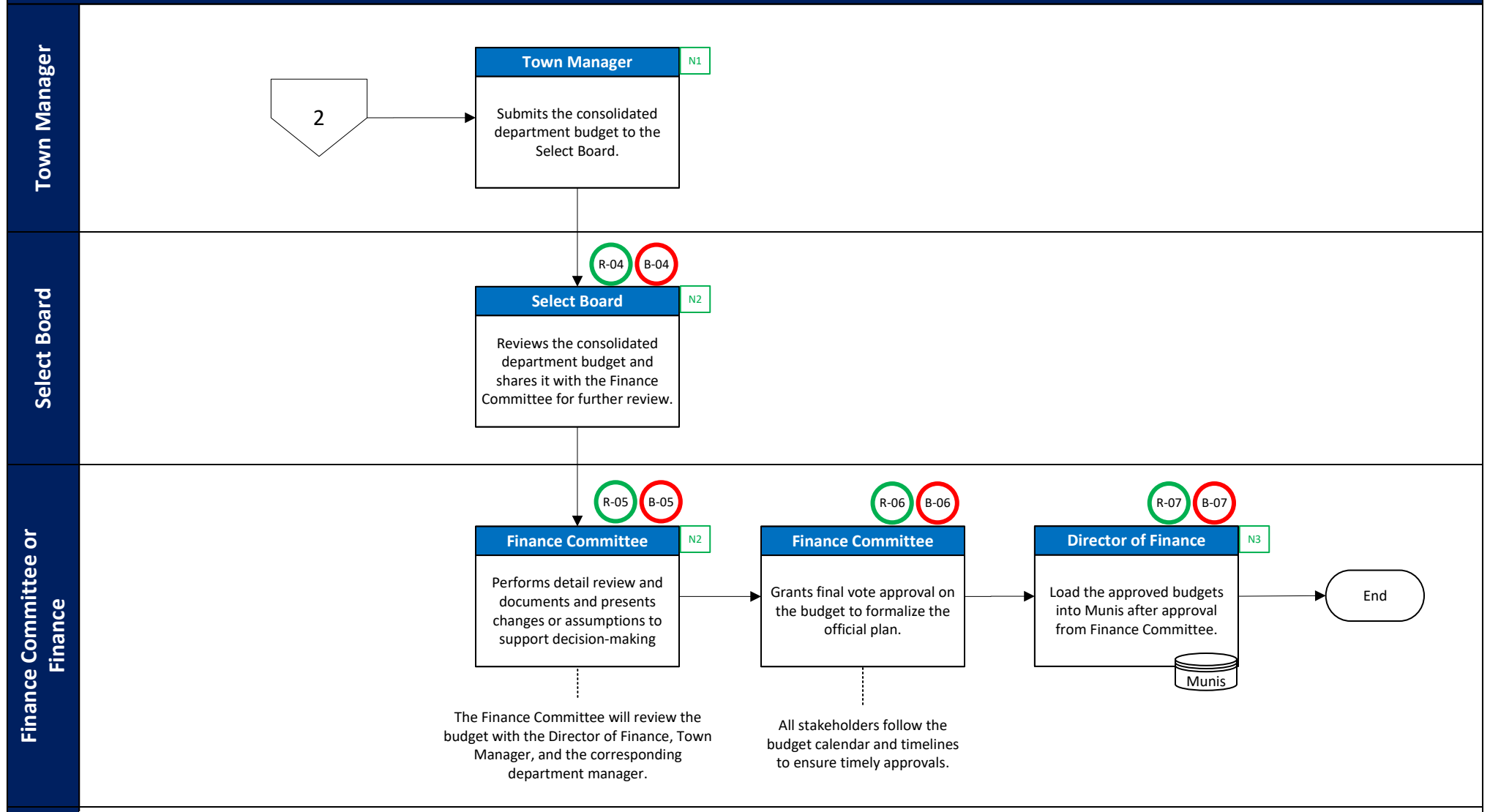
N1- Each Town department uses standardized templates (Budget Shell) provided by the Town Manager for preparation, which include historical budgets, prior expenditure/revenue data, and approved headcount etc. These Budget Shells are linked to the master budget spreadsheet via formulas and macros. Once budget is prepared, Department Heads provide this to town manager for review.

N2-The Town Manager, with assistance from the Director of Finance, discussed any unusual line items or significant deviations with the Department Heads via meetings, emails, and phone calls to address issues or questions before consolidating the workbooks into a master budget file for presentation to the Finance Committee and Select Board.

BUDGETING

Budget Planning and Objective Setting | Budget Development | Budget Approval and Implementation | Budget Monitoring and Reforecasting

3. Budget Approval and Implementation



Notes

N1- The Town Manager submits the consolidated department budget to the Select Board **for initial review.**

N2- The Select Board presents the budget for approval in March before the Town Meeting in May. This budget is presented in the open public meetings where citizens can voice their support or opposition to the budget recommendations. Approval requires a simple majority vote by each body. Any feedback or comments are addressed in a public meeting, where they are debated and resolved.

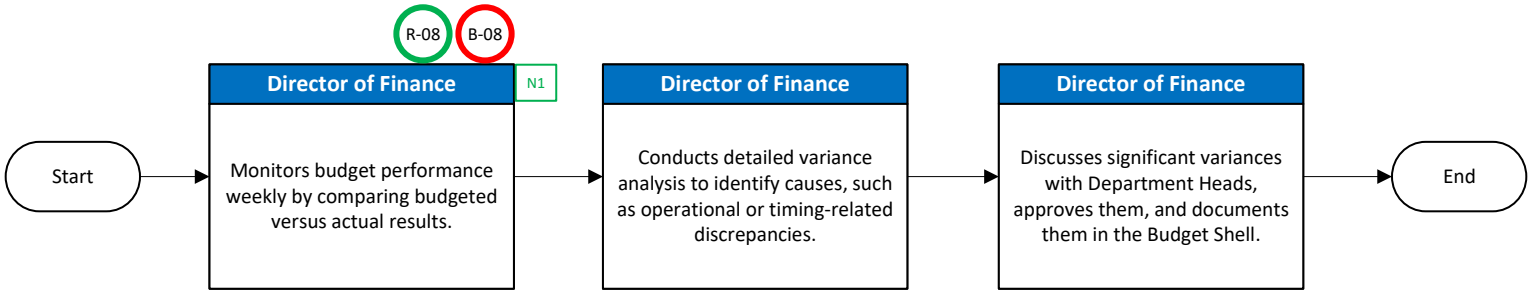
N3- The Director of Finance loads the approved budgets into the Munis system (as part of Budget Implementation) to ensure accurate communication of budget details and timely availability of funds for operations after the budget is approved by the Finance Committee (FINCOM).

BUDGETING

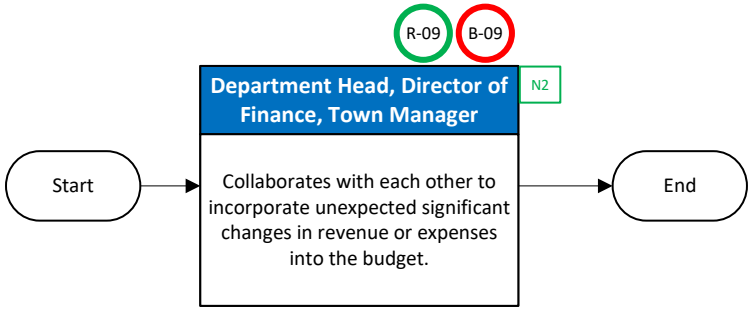
Budget Planning and Objective Setting | Budget Development | Budget Approval and Implementation | Budget Monitoring and Reforecasting

4. Budget Monitoring and Reforecasting

Budget Monitoring



Reforecasting



Notes

N1- Once implemented, the Director of Finance monitors budget performance on weekly basis throughout the fiscal year by:
- Comparing budgeted versus actual results.
- Identifying significant variances and reporting them to appropriate parties.
- Any changes are updated along the way, and the final version is posted on the town website.

N2- If unexpected events significantly alter revenue or expenses during the fiscal year from prior assumptions, a revised budget is prepared collaboratively by:
- Director of Finance.
- Town Manager.
- Department Heads.

This reforecast ensures the budget reflects the updated financial reality of the Town.

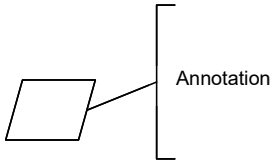
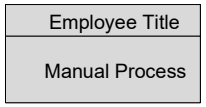
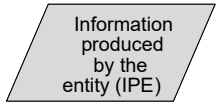
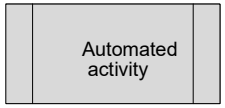
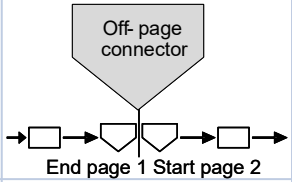
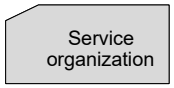
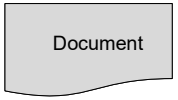
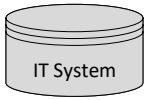
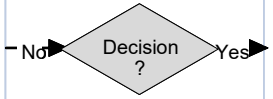
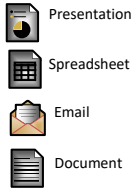
TOWN of BILLERICA

Process:

Financial Closing and Reporting Process

Legend

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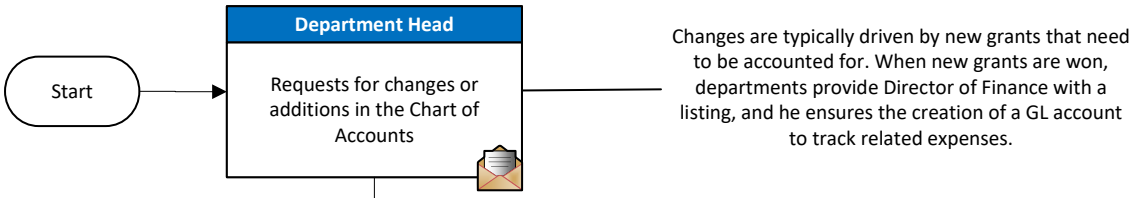
Chart of Accounts	Any request to change the chart of accounts, typically due to new grants, is managed by the Director of Finance. Departments provide grant details to the Director, who ensures the creation of a GL account in Munis to track related expenses. The Director of Finance reviews and validates these requests before change the chart of accounts.
Manual Journal Entry	The Accounting Clerk or Director of Finance prepares journal entries for book closure, including adjustments and accruals. The Director of Finance handles non-routine entries, while the Accounting Clerk manages routine entries. Accruals are primarily made at year-end.
Cash Reconciliation	The Deputy Treasurer sends the monthly cashbook detailing all cash receipts. The Accounting Clerk reconciles it with the Munis monthly report, investigates discrepancies with the Deputy Treasurer, and corrects them via manual journal entries reviewed and posted by the Director of Finance.
Account Reconciliation	The Accounting Clerk reconciles sub-ledgers with the general ledger to ensure accurate account balances and prepares adjustment entries, such as revenue and expense accruals. The Director of Finance reviews these reconciliations and adjustments, makes final changes in Munis, and ensures all accounts reflect accurate period balances.
Financial Statement	The Director of Finance prepares financial statements in accordance with applicable accounting standards. Additionally, the Director of Finance ensures that financial reports are prepared from trial balances and general ledgers, and that trial balances for all Town departments are complete, with errors identified and resolved. Thereafter, the Town Manager reviews these statements before presenting them to the Select Board.
Financial Reporting & Analysis	The Director of Finance conducts weekly reviews comparing budgeted versus actual revenue and expenses and discuss significant discrepancies with Department Heads. Additionally, the Director provides variance analysis along with quarterly financial statements to the Select Board for review and discussion.

FINANCIAL CLOSING AND REPORTING PROCESS

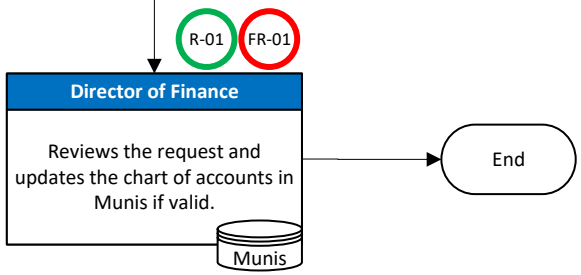
Chart of Accounts | Manual Journal Entry | Cash Reconciliation | Account Reconciliation | Financial Statement | Financial Reporting & Analysis

1. Chart of Accounts

Respective Department



Finance

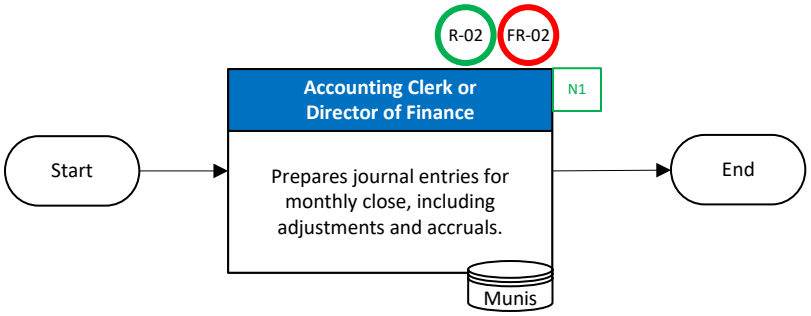


Notes

FINANCIAL CLOSING AND REPORTING PROCESS

2. Manual Journal Entry

Finance



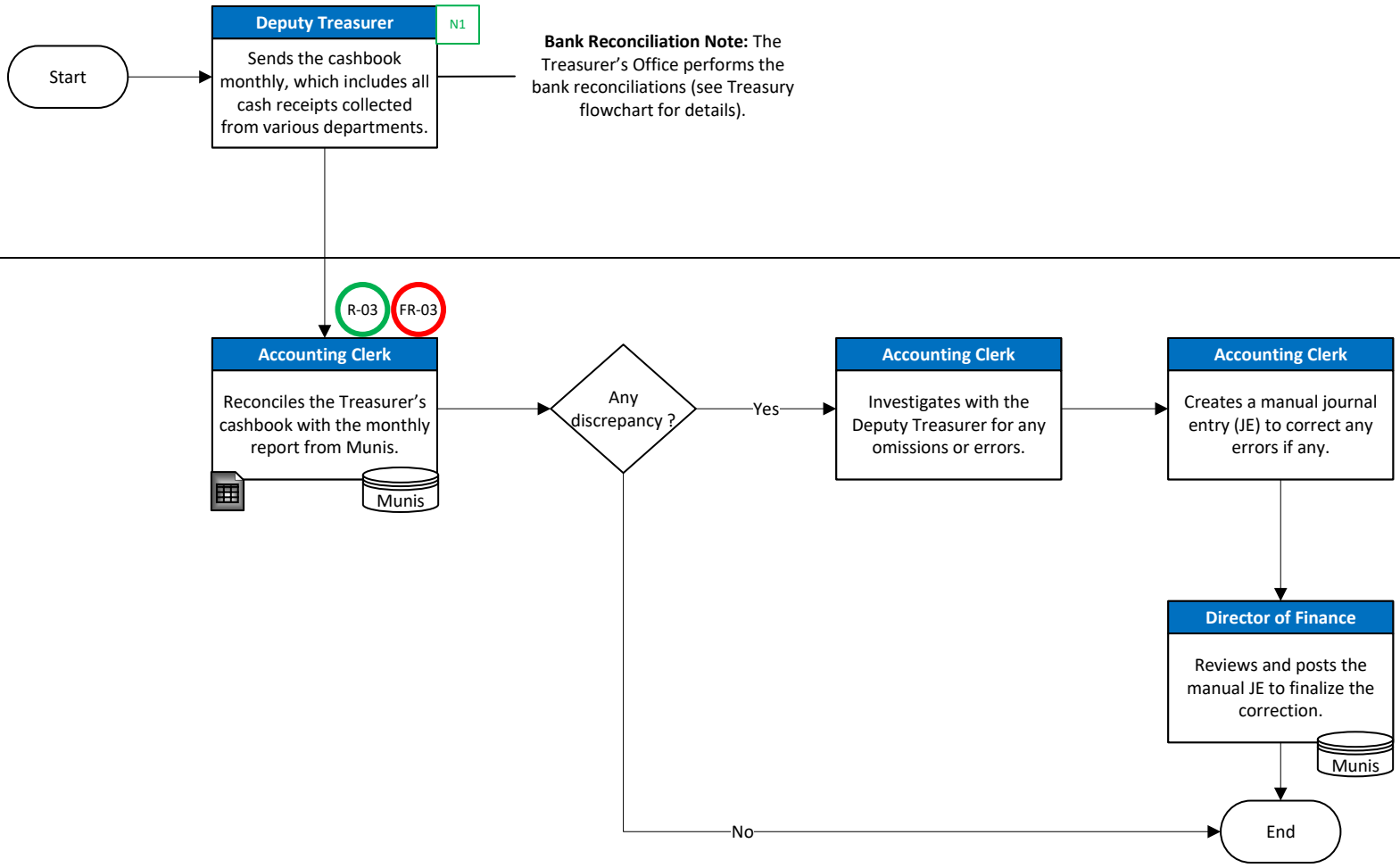
Notes

N1- The Director of Finance handles non-routine entries, while the Accounting Clerk manages routine entries. Accruals are primarily made at year-end.

FINANCIAL CLOSING AND REPORTING PROCESS

Chart of Accounts | Manual Journal Entry | Cash Reconciliation | Account Reconciliation | Financial Statement | Financial Reporting & Analysis

3. Cash Reconciliation



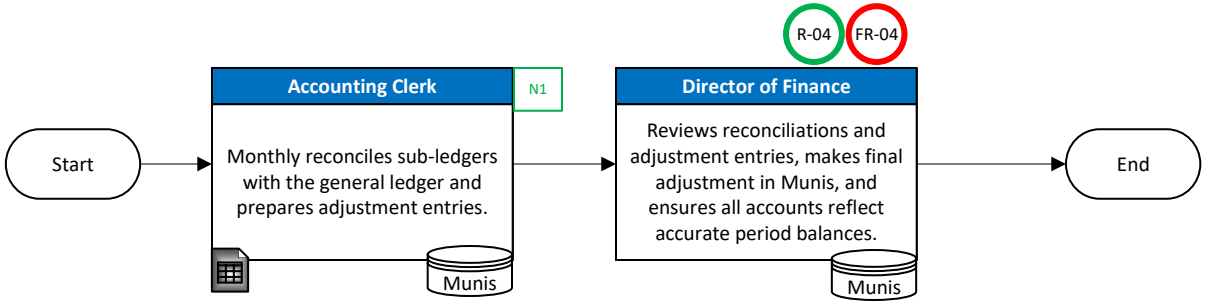
Notes

N1- Cash book is the record of monthly cash receipts that come in to the Treasurer's office either directly or through other departments, essentially a manual sub-ledger for cash receipts.

FINANCIAL CLOSING AND REPORTING PROCESS

4. Account Reconciliation

Finance



Notes

N1- The Accounting Clerk reconciles sub-ledgers with the general ledger to ensure accurate account balances and prepares adjustment entries such as revenue and expense accruals.

FINANCIAL CLOSING AND REPORTING PROCESS

Chart of Accounts | Manual Journal Entry | Cash Reconciliation | Account Reconciliation | **Financial Statement** | Financial Reporting & Analysis

5. Financial Statement

Finance

Start

Director of Finance N1

Prepares financial statements annually in accordance with applicable accounting standards.

Munis

The Director of Finance also ensures Trial balances for all Town departments are complete, with errors identified and resolved.

Town Manager

Town Manager

Reviews the financial statements, then shares them with the Select Board.

The Town Manager reviews the financial statement against his revenue and expense spreadsheets for budget monitoring to ensure alignment with the Town Accountant's financial statement.

Select Board

Select Board

Approves the financial statements.

The Select Board reviews only statutory requirements reported or complied in Financial Statement.

External Auditor

R-05 FR-05

External Auditor N2

Conducts an audit for completeness and accuracy, makes adjustments if needed.

End

Notes

N1- The Director of Finance extracts data from Munis to prepare the financial statement, which typically includes the Management's Discussion and Analysis (MD&A), basic financial statements such as the Statement of Net Position, Statement of Activities, and Government Funds Balance Sheet, along with supplementary information, including pension plan schedules etc.

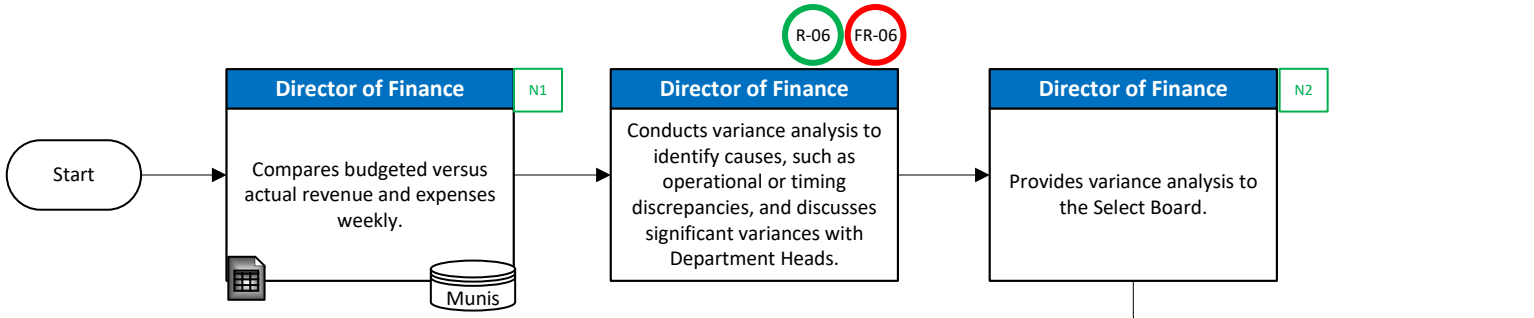
N2- The Director of Finance coordinates with auditors for the external audit. Once audit completed, the Director uploads the Management Letter and Audited Statements to the Town's Website.

FINANCIAL CLOSING AND REPORTING PROCESS

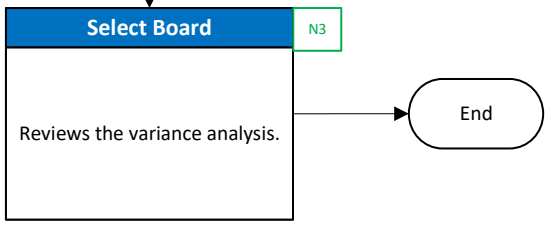
Chart of Accounts | Manual Journal Entry | Cash Reconciliation | Account Reconciliation | Financial Statement | Financial Reporting & Analysis

6. Financial Reporting and Analysis

Finance



Select Board



Notes

N1 – The Director of Finance extracts information from Munis to compare the budget versus actual figures.

N2- The variance analysis report includes key financial metrics, including revenue, operating expenses, and manpower costs etc. It highlights budget variances, identifies root causes, and supports informed decision-making for efficient financial management. This is shared by the Director of Finance to Select Board in compliance to Massachusetts General Law.

N3- The Select Board reviews the budget vs. actual to assess expenses against the approved budget etc.

TOWN of BILLERICA

Process:

Fixed Assets

Legend

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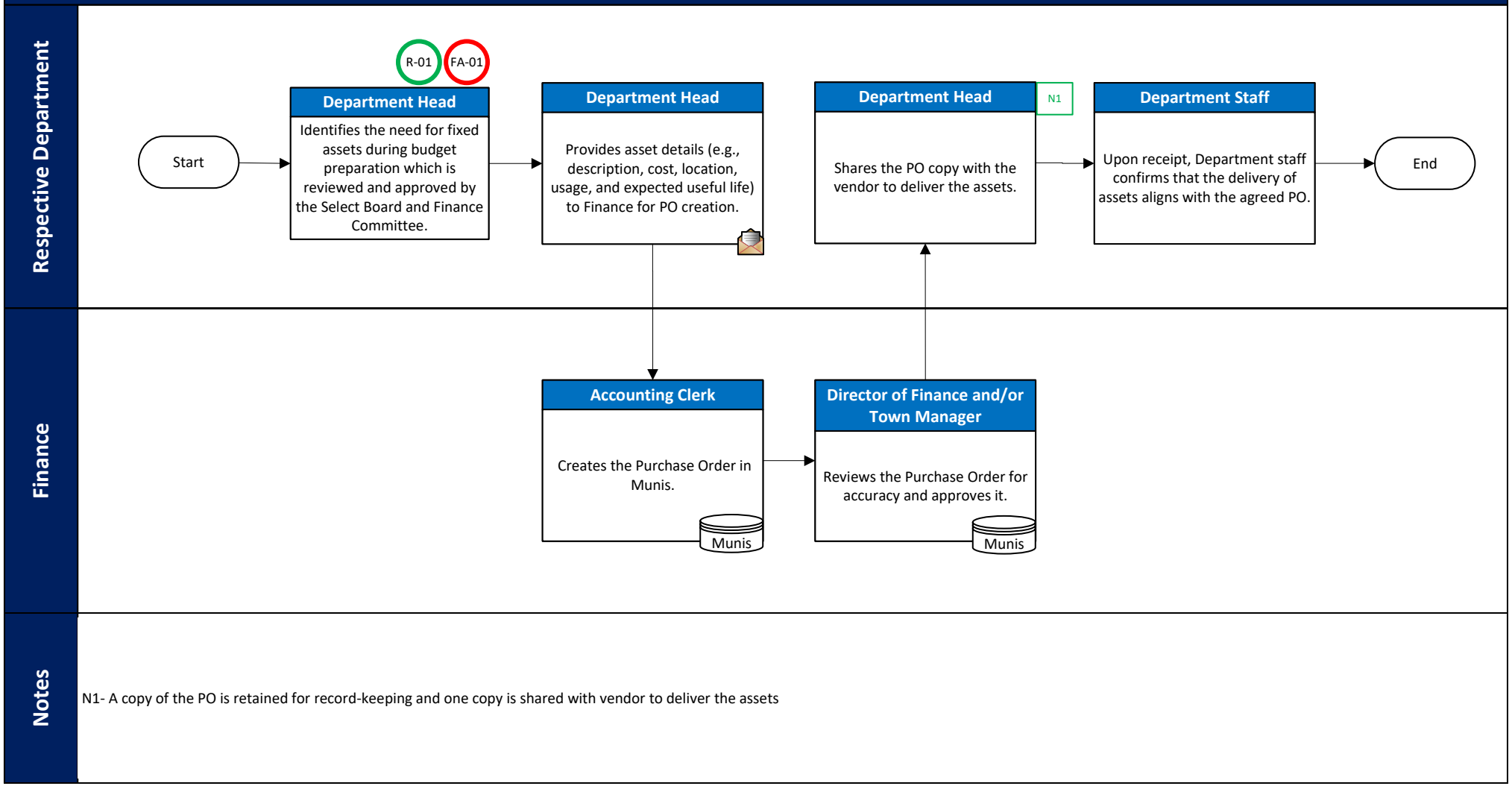


Asset Acquisition	The fixed asset purchase process begins with the Department Head identifying the need for a fixed asset and notifying the Director of Finance (DoF) with detailed information, including the asset description, cost, location, usage, and expected useful life. Fixed asset requirements are typically planned during budget preparation. The DoF then evaluates the request, reviews the provided details, and either approves or rejects the requisition, coordinating with the Department Head for any necessary clarifications. If approved, the DoF forwards the request to the Accounting Clerk to create the Purchase Order, adhering to the Procure-to-Pay process for vendor selection, purchase order creation, and receipt, which also applies to fixed assets.
Asset Classification and Capitalization	After procurement, the DoF classifies assets based on their intended use and type. Assets are capitalized according to the Town's threshold, with capitalization and useful life determined under Massachusetts General Law. Any purchases over $25,000 are capitalized in the budget. Assets that meet the Town's capitalization threshold are capitalized, while those that do not are expensed immediately by the DoF.
Depreciation	The DoF determines the depreciation method, useful life, and residual value for each asset, recording these details in the Fixed Assets Spreadsheet. The Town uses the Straight-Line Method (SLM) for depreciation. The DoF then calculates the annual depreciation based on the chosen method and records the depreciation expense in the general ledger at the end of each accounting period.
Asset Tracking and Maintenance	The DoF assigns unique identification numbers to assets for tracking purposes in the Fixed Assets Spreadsheet. The DoF then records the assets in the Fixed Assets register, including details such as asset ID, description, cost, acquisition date, location, and department. Additionally, The DoF annually reconciles the Fixed Asset Spreadsheet with the general ledger to identify any discrepancies. Supporting documentation, including purchase invoices, approvals, and depreciation schedules, is retained throughout the asset's useful life.
Asset Disposal	When an asset is no longer needed, the Department Head requests asset disposition from the DoF or Town Manager, providing supporting details, such as the disposal plan, to facilitate the removal of the asset from the Fixed Assets Register. The Town Manager or DoF reviews the request for approval or rejection. If approved, the DoF removes the asset from the Fixed Assets Register, records the disposition in the books of account, and recognizes any gain or loss along with depreciation from the asset's disposal.

FIXED ASSETS

Asset Acquisition | Asset Classification and Capitalization | Depreciation | Asset Tracking and Maintenance | Asset Disposal

1. Asset Acquisition

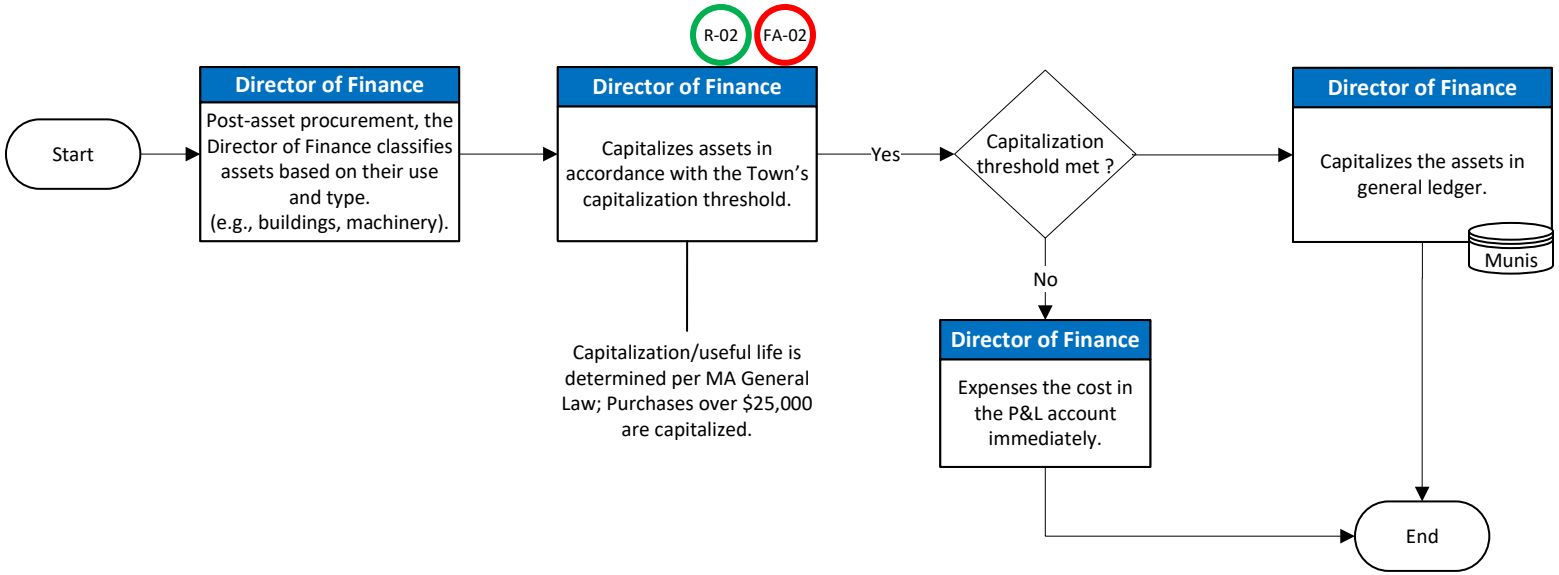


FIXED ASSETS

Asset Acquisition | Asset Classification and Capitalization | Depreciation | Asset Tracking and Maintenance | Asset Disposal

2. Asset Classification and Capitalization

Finance



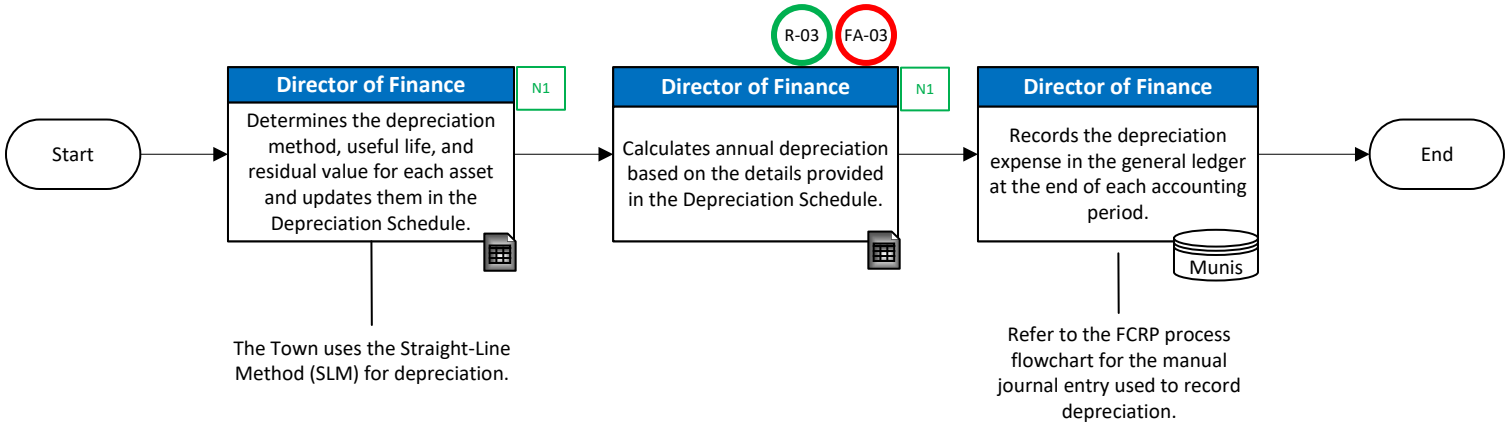
Notes

FIXED ASSETS

Asset Acquisition | Asset Classification and Capitalization | **Depreciation** | Asset Tracking and Maintenance | Asset Disposal

3. Depreciation

Finance



Notes

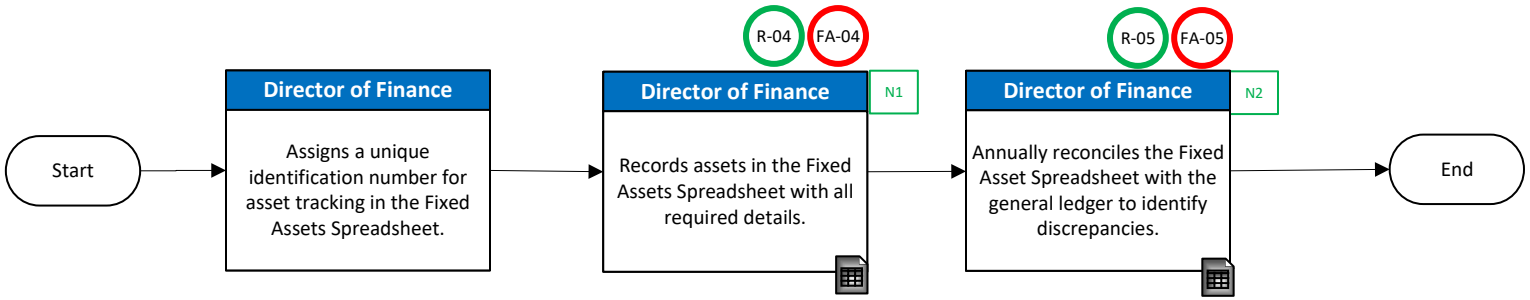
N1 - The depreciation schedule is maintained in an Excel spreadsheet and used for depreciation calculations, which are also performed in Excel.

FIXED ASSETS

Asset Acquisition | Asset Classification and Capitalization | Depreciation | Asset Tracking and Maintenance | Asset Disposal

4. Asset Tracking and Maintenance

Finance



Notes

N1- The Director of Finance (DoF) records assets in the Fixed Assets Spreadsheet with details such as asset ID, description, cost, acquisition date, location, and department.

N2- The DoF retains the supporting documentation such as purchase invoices, approvals, and depreciation schedules, throughout the asset's useful life.

FIXED ASSETS

Asset Acquisition | Asset Classification and Capitalization | Depreciation | Asset Tracking and Maintenance | Asset Disposal

5. Asset Disposal

Respective Department

Start

Department Head

Requests asset disposition to the Director of Finance or Town Manager if an asset is no longer needed.

The department head also shares the required supporting details like disposal plan etc. with the Director of Finance or Town Manager to dispose of assets from the fixed assets register.

Town Manager or Finance

R-06 FA-06

Town Manager or Director of Finance

Reviews the disposal request and approves it if found legitimate; otherwise, rejects it after inquiry.

Town Manager or Director of Finance

Sends the approved disposal request to the Director of Finance for further action.

Refer to the FCRP process flowchart for the manual journal entry recording depreciation, asset disposal gain, or loss.

Finance

R-07 FA-07

Director of Finance

Removes the asset from the Fixed assets register and records the disposition in General Ledger.

Munis

Director of Finance

Records any gain/loss and depreciation from asset disposition.

Munis

End

Notes

N/A

TOWN of BILLERICA

Process:

Payroll

Legend

To ensure consistent implementation, the basic elements and standard symbols for use when constructing flowcharts are as follows:

Start/End	The start/end icon is used to indicate the beginning (i.e., initiating a transaction) and end point (i.e., recording in the general ledger) of a process. Capture the name of the general ledger account(s) impacted by the transaction inside the end icon.	Annotation	An annotation allows the preparer to document critical information (e.g., relevant data elements of IPE) that may not fit inside the related icon. Lengthy text descriptions can be captured inside the annotation icon itself or cross-referenced to another document or footnote.
Employee Title Manual Process	The manual activity icon designates a manual step or activity in the process. Within the shape, include a brief description of the manual process activity being performed.	Information produced by the entity (IPE)	The IPE icon represents a data file or report generated as an output of the system and used in the performance of a control. Capture the report name and relevant data elements inside the icon.
Automated activity	The automated activity icon designates a step or activity occurring inside the system (i.e., system configured to process data). Within the shape, include a brief description of the automated process activity being performed.	Off- page connector End page 1 Start page 2	While there is no ideal size, a flowchart can range from one to several pages. Therefore, it is likely that complex processes will continue onto an additional page or link to another process. The off-page connector icon provides a visual cue that the flowchart continues on another page or another process.
	The arrow connects the steps and activities in the process. The arrowhead indicates the direction or sequence of events.	Service organization	The service organization icon is used to show where information in a process is transmitted to/from a service organization.
Document	The document icon represents a document (e.g., sales order, contract, supplier's invoice, etc.) used during the process. Capture the document name inside the icon.	IT System	The system icon represents a data file or database where information is stored prior to use in another activity (i.e., pricing master file). Capture the data file or database name inside the icon.
No ← Decision ? → Yes	The decision icon designates a decision point from which the process branches into two or more paths. The path taken depends on the answer to the question. The icon should be populated with a question and the responses (i.e., yes/no) should be noted in the arrows originating from the decision box. Decisions may be manual or system driven.	Risk # Control # Process Improvement #	The Risk # icon identifies the points within the process at which a material misstatement could arise. Once the risk has been determined, identify and document the controls implemented to address these risks. The Control icon is included within the flowchart. These icons should refer to separate documentation that includes a description of the control(s) designed to address each Risk. The Process Improvement # icon identifies the area where the identified risk is not mitigated by a key control or not designed appropriated to mitigate the identified risk
Presentation Spreadsheet Email Document	These icons represent tasks or control activities carried out by different individuals or departments by exchanging inputs or outputs via presentations, spreadsheets, emails, and documents.	N	The notes icon represents the entire process, showing detailed activities carried out by different people or departments to execute their respective tasks.

Process Decomposition: Key Phases Defined

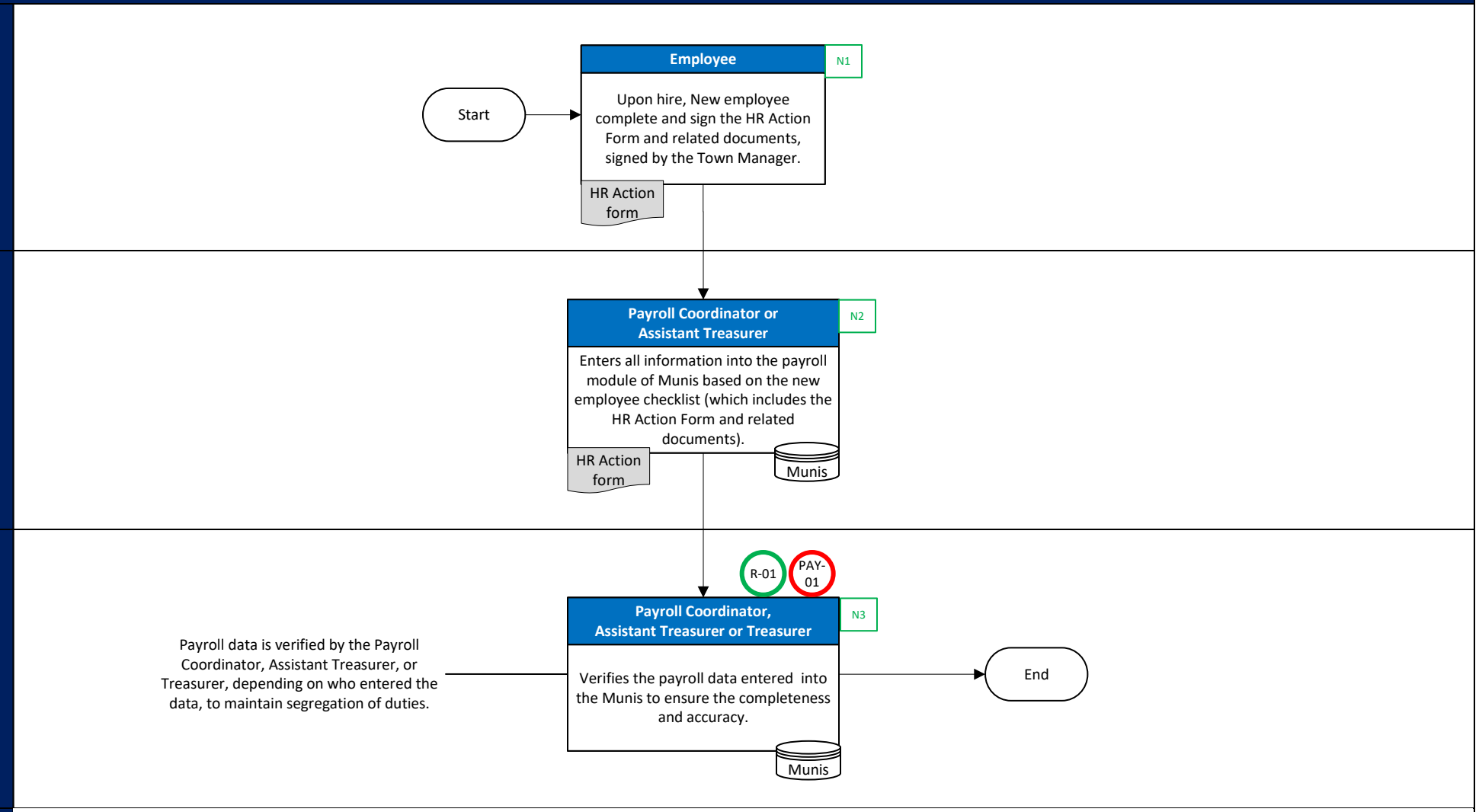


Payroll Master Creation	Upon hire, new employees complete and sign the HR Action Form and related documents, which are approved by the Town Manager. Once the new employee checklist, including the HR Action Form, is complete, the Payroll Coordinator or Assistant Treasurer enters the information into MUNIS. Payroll data is then verified by the Payroll Coordinator, Assistant Treasurer, or Treasurer for accuracy and completeness before further processing. Access to the Payroll Module is restricted to authorized personnel with defined roles, protected by multi-factor authentication, data encryption, and regular backups.
Payroll Master Modification	Existing employees request payroll changes (e.g., direct deposit or withholdings) by contacting the Payroll Coordinator and completing an HR Change Form and/or Form 5. The form is signed by the employee and reviewed and approved by appropriate town personnel or the Town Manager, before being submitted to the Payroll Office for implementation in Munis. The Assistant Treasurer and Payroll Coordinator modify the records in the MUNIS payroll module based on the approved requests. At the end of each fiscal year, the Assistant Treasurer reviews all payroll changes to ensure they align with the Payroll Module.
Payroll Submission	Employees enter daily timesheets in the Munis timesheet module. Town Department Heads review and approve the timesheets weekly for accuracy before submitting work hours to the Payroll Office by Monday morning for the prior week. The Payroll Coordinator reconciles submitted work hours with departmental headcount, resolving discrepancies with employees or department heads. Once resolved, the Payroll Coordinator uploads the submitted payroll data (hours) into payroll module of MUNIS for payroll calculation and authorizes Department Heads to create the payroll warrant in the payroll module, which is sent to the Select Board for final approval. A majority of three out of five Select Board members must approve the warrant before payroll calculation.
Payroll Calculation & Processing	Weekly payroll is processed by the Payroll Coordinator according to a predetermined schedule in Munis. The Payroll Module is regularly updated to reflect current tax rates, withholdings, and other relevant information. Using this updated data, the Payroll Coordinator calculates taxes (federal, state, local) based on the most recent employee information in the module. Payroll registers are then prepared by the Payroll Coordinator and reviewed by the Treasurer or Assistant Treasurer before payment.
Payroll Disbursement	The Payroll Coordinator prepares a disbursement list from payroll register for ACH/Check releases to employees and shares it with the Treasurer or Assistant Treasurer for payment processing. The Treasurer or Assistant Treasurer reviews the list and approves payments for deposit into employees' bank accounts or issues checks, based on employee preference. Deposits typically occur on Fridays, with adjustments for prior pay periods processed separately. All accrual and payment entries in the respective GL accounts are automatically generated by the Munis system through integration with the payroll module.

PAYROLL

Payroll Master Creation | Payroll Master Modification | Payroll Submission | Payroll Calculation & Processing | Payroll Disbursement

1. Payroll Master Creation



Notes

N1- Upon hire, new employees complete and sign the HR Action Form and related documents, signed by the Town Manager.

N2- Once the new employee checklist (including the HR Action Form) is complete, the Payroll Coordinator or Assistant Treasurer enters all information into Munis.

N3- Payroll data is verified by the Payroll Coordinator, Assistant Treasurer, or Treasurer, depending on who enters the data, to ensure completeness, accuracy, and segregation of duties before further processing.

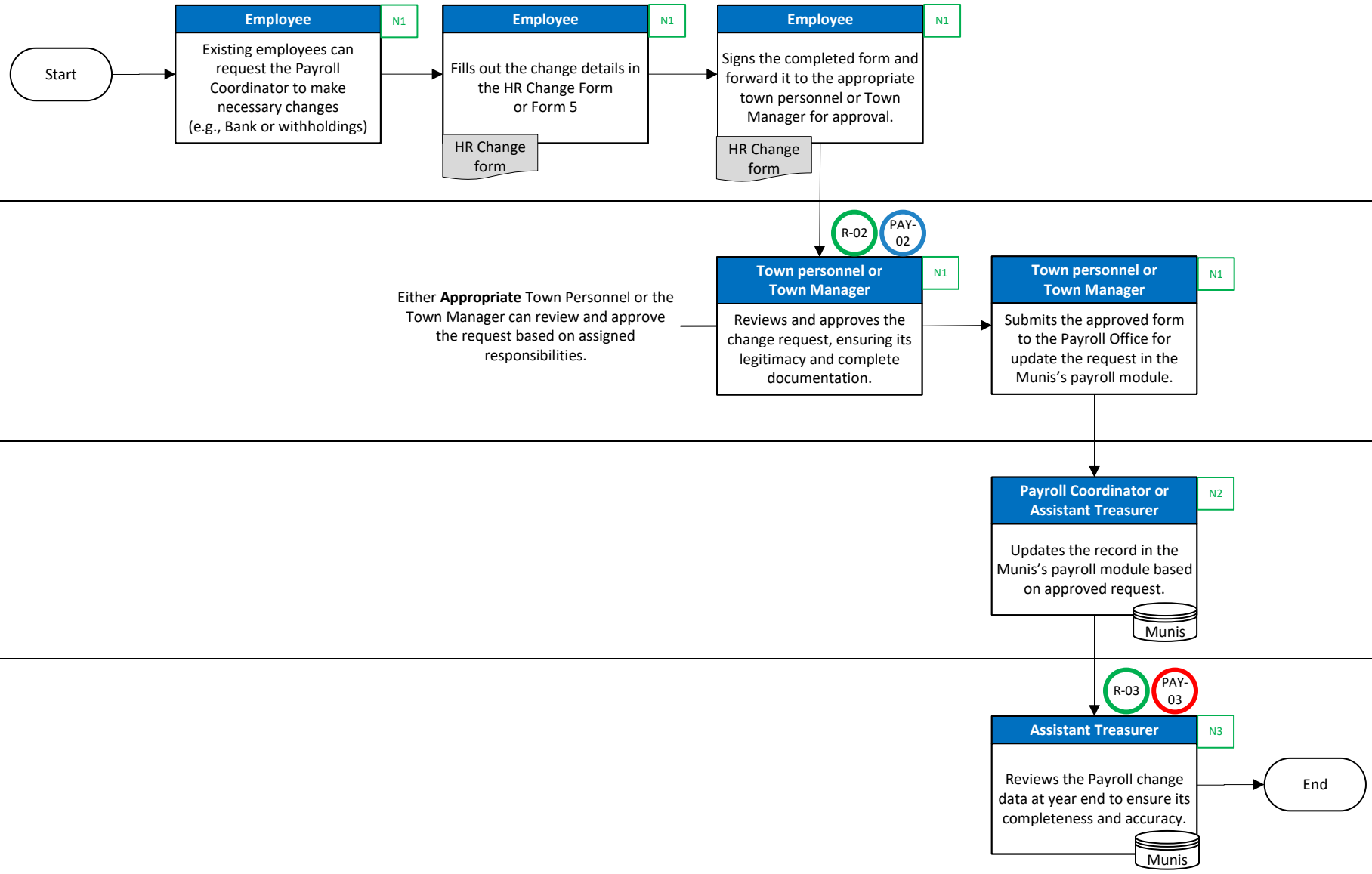
Access Controls:

- Access to the Payroll Module is restricted to authorized personnel (e.g., Assistant Treasurer, Treasurer, Payroll Coordinator) with defined roles and permissions.
- Security features like multi-factor authentication and data encryption protect the module. Backups are regularly maintained.

PAYROLL

Payroll Master Creation | **Payroll Master Modification** | Payroll Submission | Payroll Calculation & Processing | Payroll Disbursement

2. Payroll Master Modification



Notes

N1- Existing employees request payroll changes (e.g., direct deposit or withholdings) by contacting the Payroll Coordinator and completing an HR Change Form and/or Form 5. The form is signed by the employee and reviewed and approved by appropriate town personnel or Town Manager. Thereafter, submit the changes to the Payroll Office for implementation in Munis.

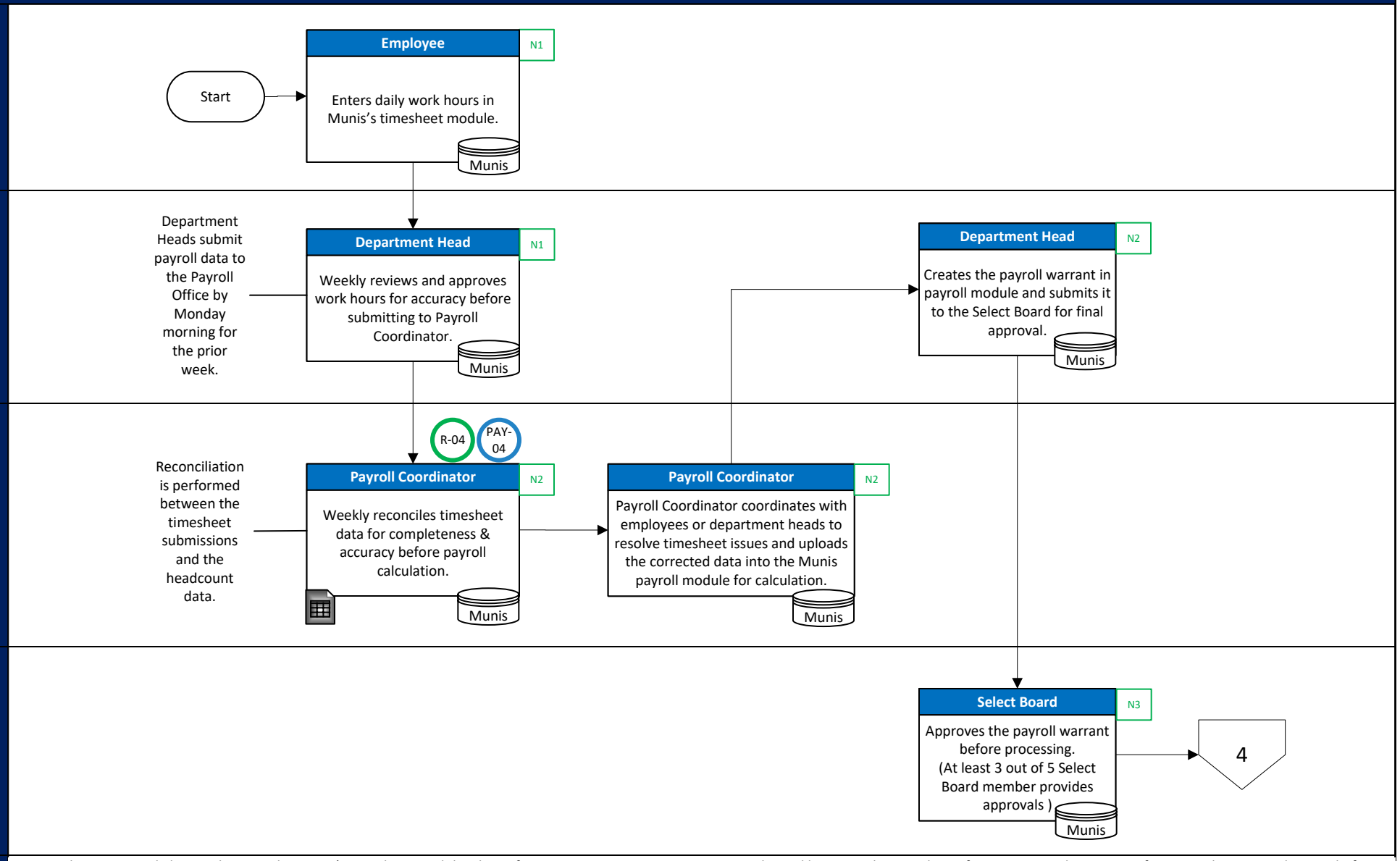
N2- Assistant Treasurer and Payroll Coordinator modifies the record in the MUNIS's payroll module based on approved request.

N3- All payroll changes are reviewed at the end of each fiscal year by the Assistant Treasurer to ensure they match the Payroll Module.

PAYROLL

Payroll Master Creation | Payroll Master Modification | **Payroll Submission** | Payroll Calculation & Processing | Payroll Disbursement

3. Payroll Submission



Notes

N1 - Employees enter daily timesheets in the Munis's timesheet module. Thereafter, respective Town Department Heads weekly review the timesheets for accuracy and approve it if correct. This approval occurs before submitting work hours to the Payroll Office for processing. Department Heads submit payroll data to the Payroll Office by Monday morning for the prior week.

N2 - The Payroll Coordinator reconciles submitted work hours with departmental headcount weekly (Employees who filled timesheet vs. Headcount) and coordinates with employees or department heads to resolve discrepancies. Once resolved, The Payroll Coordinator uploads the submitted payroll data (hours) into payroll module of Munis for payroll calculation and provides the go ahead to Department Heads to create the payroll warrant in payroll module, which is then sent to the Select Board for final approval.

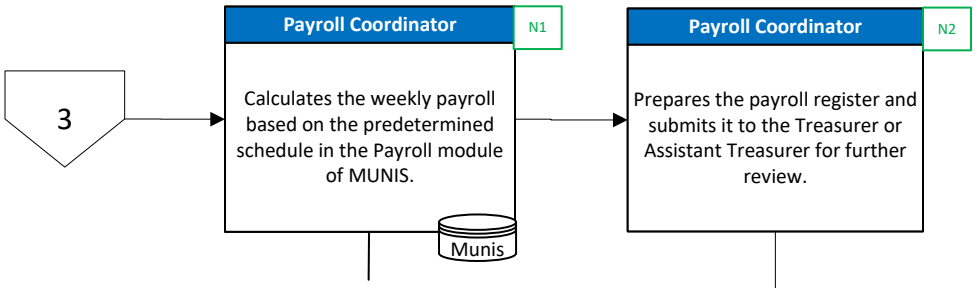
N3- A majority (three out of five) Select Board members must approve the warrant before payroll calculation.

PAYROLL

Payroll Master Creation | Payroll Master Modification | Payroll Submission | Payroll Calculation & Processing | Payroll Disbursement

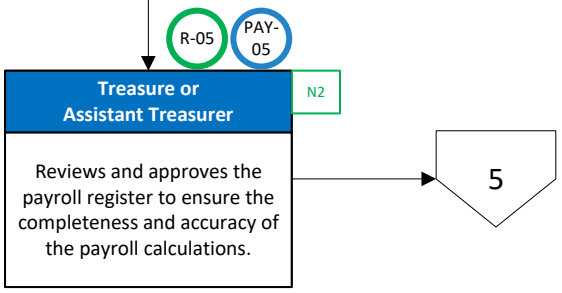
4. Payroll Calculation & Processing

Payroll Coordinator



The Payroll Module is regularly updated by the Payroll Coordinator to reflect current tax rates, withholdings, and other relevant information. Based on this updated data, the Payroll Coordinator calculates taxes (federal, state, local) using the most recent employee information available in the module.

Treasure or Assistant Treasurer



Notes

N1- Weekly payroll is processed by the Payroll Coordinator according to a predetermined schedule in Munis. The Payroll Module is regularly updated by the Payroll Coordinator to reflect current tax rates, withholdings, and other relevant information. Based on this updated data, the Payroll Coordinator calculates taxes (federal, state, local) using the most recent employee information available in the module.

N2- Payroll registers are prepared by the Payroll Coordinator and reviewed by the Treasurer or Assistant Treasurer before payment.

PAYROLL

Payroll Master Creation | Payroll Master Modification | Payroll Submission | Payroll Calculation & Processing | Payroll Disbursement

5. Payroll Disbursement

Payroll Coordinator

4

Payroll Coordinator N1

Prepares the disbursement list from the payroll register for ACH/ Check releases and shares it with the Treasurer or Assistant Treasurer for payment processing.

Treasure or Assistant Treasurer

R-06 PAY-06

Treasure or Assistant Treasurer N2

Reviews the disbursement list and approves payments for deposit into employees' bank accounts or issues checks.

- Deposits typically occur on Fridays.
- Mode of payment (check or wire) used according to the employee's preference.
- Adjustments for prior pay periods are processed separately.

Notes: All accrual and payment entries in the respective GL accounts are automatically generated by the Munis system through integration with the payroll module.

Notes

N1 - The Payroll Coordinator prepares the disbursement list from the payroll register for ACH/Check releases and shares it with the Treasurer or Assistant Treasurer for payment processing.

N2 - The Treasurer or Assistant Treasurer reviews the disbursement list and approves payments for deposit the fund into employees' bank accounts or issues checks (based on employee preference). Deposits typically occur on Fridays and adjustments for prior pay periods processed separately. All accrual and payment entries in the respective GL accounts are automatically generated by the Munis system through integration with the payroll module.

Internal Control Over Financial Reporting Assessment

Town of Billerica, MA

March 13, 2026

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Project Overview and Approach

The Town of Billerica, Massachusetts (“Billerica" or the "Town") engaged CBIZ (“CBIZ" or "We") to conduct an assessment of the Town’s internal controls over financial reporting (ICFR) and provide observations and recommendations. This report outlines the identified control gaps and process improvement opportunities as well as CBIZ’s recommended actions to address them.

Performing an ICFR assessment involves a systematic approach to understand the Town’s existing control environment, identify relevant business risks, and gaps or areas for improvement within the existing environment. Below is CBIZ’s approach to conducting this Assessment:

- **Understand and Document the Environment**
  - Conduct process walkthroughs to gain an understanding of the Town’s relevant business processes and internal controls
  - Document business processes in flowcharts and identify the relevant business risks
- **Identify and Evaluate Existing Controls**
  - Document existing internal controls mapped to business risks in a Risk and Control Matrix
  - Assess the effectiveness of existing internal controls
  - Identify internal control gaps
- **Recommend Risk Mitigation Strategies**
  - Recommend a plan for enhancing existing controls, implementing new controls and optimizing existing processes. Any action taken in response to the recommendations would be the responsibility of management.

Executive Summary

Control gaps have been identified which could cause disruption to the Town's processes or have an effect on the ability to achieve its overall financial objectives.

After evaluating the existing internal controls from the information gathered during the personnel interviews, we identified the following five key control gap themes. Additionally, key recommendations have been provided for each control gap theme.

Control Gaps	Key Recommendations
Inadequate Segregation of Duties	• Establish independent review procedures over activities such as reconciliations (especially over cash receipts), budget creation and financial reporting. • Hiring of additional staff in Town Accountant's office to avoid incompatible duties within finance function.
Inadequate Vendor Controls	• Establish a process for vetting vendors to verify legitimacy prior to approval of Purchase Orders. • Establish callback procedures to verify any vendor-initiated changes impacting payment (ACH instructions, payment remit address, contract information, etc.) for existing Town vendors.
Lack of Safeguards Over Banking Portal	• Conduct regular review of bank account signers and individuals with access to initiate ACH payments or wires. • Enable bank offered safeguards such as positive pay to help ensure only legitimate funds are disbursed from town accounts.
Lack of Safeguards Over Cash Receipts	• Establish video monitoring of cash collection points. • Establish Town Accountant as owner of all finance related policies and procedures with a focus on cash collections, procurement and investment.
Cash Disbursements Without Verification of Goods Receipt	• Establish a three-way match process to require verification of receipt of purchased goods prior to payment of vendor invoices • Implement a town-wide procurement policy and provide training to ensure all town personnel are aware of roles and responsibilities related to requisitions and purchasing

Detailed Control Gaps and Recommendations - Purchasing / Vendor Controls

Control Gap	Recommendation
Lack of Automation in Purchase Requisition's Approval Process: As per the current process, the Purchase Requisition Form (PRF) is reviewed and approved manually, with no automated tracking of approvals or workflows in Munis. This manual approach increases the risk of unauthorized purchases and makes it difficult to maintain a clear audit trail.	Automate PRF Approval Process: Introduce automation in the PRF approval process using the existing Munis tool, if possible. This will ensure that approvals are tracked efficiently, providing an automated workflow for each requisition. In addition, integrate the approval workflow within Munis to route requisitions for necessary reviews and approvals in real-time, based on predefined thresholds and roles. This will ensure that only authorized personnel are approving requisitions, reducing the risk of unauthorized purchases.
Lack of Vendor Related Controls: • No Vendor Approval Process After Onboarding into System: Currently, there is no formal process to approve or validate vendors after they are onboarded into the system. This lack of post-onboarding review increases the risk of unauthorized or fraudulent vendors being included in the system. • No Review Process of Vendor Master Database: There is no periodic review process for the vendor master database, nor is there a verification of modifications made to vendor data, especially at year-end. This absence of a detective control mechanism could lead to errors or fraud, compromising the integrity and completeness of vendor information. • Lack of Vendor Evaluation Standards: The Town does not have defined quality and financial standards for evaluating vendors, resulting in inconsistent selection practices and potential risks related to service quality, cost inefficiency, and non-compliance. • Lack of EIN Verification: The Town does not have a process to verify new vendor EINs against the IRS website. This increases the risk of engaging with unverified or fraudulent vendors, leading to potential compliance issues and financial risk.	•Post-Onboarding Vendor Approval Process: Implement a formal vendor approval process after onboarding, ensuring that each vendor's details are verified and approved by relevant personnel before being fully integrated into the system. This additional layer of control will help prevent unauthorized vendors from entering the system. •Periodic Vendor Master Database Review: Establish a regular review process (e.g., at year-end) for the vendor master database to verify the accuracy and completeness of vendor details. This review should include checking for any unauthorized changes and confirming that vendor information remains up-to-date and compliant with policies. •Implement Standardized Vendor Evaluation Criteria: Establish clear vendor evaluation criteria, including quality benchmarks, financial stability checks, and a standardized scoring system. Implement a structured selection and review process to ensure transparency, cost-effectiveness, and improved vendor performance. •Implement EIN Verification Process: Establish a process to verify new vendor EINs against the IRS website before onboarding. Maintain verification records to ensure compliance and reduce the risk of fraudulent or incorrect vendor entries.

Detailed Control Gaps and Recommendations - Purchasing / Vendor Controls

Control Gap	Recommendation
No Control Verification of Vendor Bank Account Changes: There is no established process for verifying the accuracy of vendor bank account changes, such as call back procedures to vendors. This creates a risk of incorrect or fraudulent bank account details being entered, leading to potential financial losses.	Verification of Bank Account Entries: Implement a mandatory callback verification process for all vendor bank account changes. The finance team should independently confirm the details with the vendor's authorized contact before updating records and processing payments. Additionally, maintain logs of verifications for audit purposes.
Gaps in Goods Receipt and Service Receipt Tracking: • No Process of Recording Goods Receipt Note (GRN) or Service Receipt Note (SRN) in the System: Currently, there is no formal process in place for recording GRNs or SRNs in the system. As a result, the finance department is unable to accurately record inventory or assets, which compromises the integrity of the organization's asset management and financial records. • No Formal Acknowledgment of Material Receipt: Department staff manually counts the received material but does not provide any formal acknowledgment or stamp on the invoice to confirm receipt. This lack of documentation increases the risk of disputes, errors, or fraud in the material receipt and invoicing process. • No Gate Inward Register Maintained: There is no gate inward register to record the entry of goods into the premises. The absence of this record weakens the tracking and monitoring of materials received, increasing the risk of unauthorized deliveries or discrepancies in goods received. • Absence of Formal Process for Handling Short or Damaged Goods: The Town does not have a formal process (such as issuance of debit note or formal follow up procedure) to handle cases where goods received from vendors are short in quantity or damaged . This absence of a structured approach can lead to delays in operations, financial losses, disputes with vendors, and a lack of accountability.	• Implement GRN/SRN Recording Process in the System: Develop and implement a formal process for recording GRNs and SRNs in the system immediately upon receipt of goods or services. This will ensure the proper and timely updating of inventory and asset records. • Formal Acknowledgment Process: Introduce a formal process for material receipt acknowledgment. Department staff should stamp and sign the invoice or delivery receipt upon verifying the receipt of goods. This acknowledgment should include the date, quantity, and any discrepancies observed, providing an audit trail for future reference. • Implement a Gate Inward Register: Maintain a gate inward register to record details of all goods entering the premises, including delivery date, time, vendor name, material description, and quantity. This can be a manual logbook or an electronic system integrated with the organization's inventory management system. • Implement a Standardized Goods Receipt and Resolution Process: The Town should implement a formal procedure for inspecting goods upon receipt, documenting discrepancies, and notifying vendors immediately. Introduce a standardized reporting mechanism to track issues and ensure timely resolution, including replacement, refund, or penalty clauses in vendor contracts.

Detailed Control Gaps and Recommendations - Purchasing / Vendor Controls

Control Gap	Recommendation
Absence of Three-Way Check in System Due to Missing GRN: The current system does not allow for a three-way matching process (Purchase Order, Goods Receipt Note (GRN), and Invoice) because GRNs are not recorded in the system. This limitation increases the risk of discrepancies between ordered, received, and invoiced goods or services. It also exposes the organization to potential financial errors, fraud, and compliance risks, as there is no automated validation of receipt against purchase orders and invoices.	Automate Three-Way Matching: Integrate the GRN into the procurement and finance systems to enable automated validation between purchase orders, GRNs, and invoices. This will ensure that only accurately matched transactions are recorded and processed for payment, reducing the risk of errors and fraud.

Detailed Control Gaps and Recommendations - Treasury

Control Gap	Recommendation
No Independent Review of Payment Recording: Currently, the accounting clerk records payments in the General Ledger (GL) account based on the bank statement or check slip, and the Director of Finance (DoF) reviews the Accounts Payable (AP) aging report monthly. However, there is no independent review during the payment entry process in Munis. This lack of oversight at the time of making payment entries increases the risk of errors, incorrect payment entries in the wrong vendor account, or fraud going undetected in a timely manner, particularly in vendor accounts.	Establish Payment Entry Approval Workflow: Create an approval process where payment entries in Munis require a secondary review and approval by an independent individual before being posted to the GL. This will ensure additional scrutiny at the time of payment recording.
Need For Enhancement of Cash Security Measures at Collection Points: •Lack of Surprise Audits at Collector Level: There are no periodic surprise audits conducted at the collector level to verify the accuracy and completeness of revenue collection and turnover processes. •Lack of Video Monitoring for Cash Storage at Collector office: There is no video monitoring of cash collection areas to ensure proper security and oversight. The absence of surveillance increases the risk of misappropriation, theft, or unauthorized access to cash before it is deposited	•Implement Periodic Surprise Audits at Collector Level – Introduce unannounced audits of revenue collection and turnover processes to ensure compliance with financial controls, detect discrepancies, and strengthen accountability. These audits should be conducted by Internal Audit or an independent reviewer. •Implement Video Surveillance for Cash Storage: Install video monitoring systems in all cash collection areas to provide additional safeguards around cash. Videos should be reviewed when exceptions/alerts occur with periodic spot checks performed by an independent person. The video footage should serve as a complementary control with primary reliance on stronger preventive and detective cash controls, with video used to corroborate and investigate.

Detailed Control Gaps and Recommendations - Treasury

Control Gap	Recommendation
Lack of Independent Review of Cash Recording in GL: Currently, The Assistant Treasurer records cash collections in Munis using GL codes from turnover sheets. However, there is no independent review to verify the accuracy and completeness of these entries.	Implement Independent Review of Cash Recording in GL: Implement a secondary review process where a designated official, such as the Treasurer or Finance Director, reviews and approves cash recordings in Munis to ensure accuracy and compliance with financial controls.
Need for Enhancement of Cash Security Measures in Treasurer's Office: 1. Lack of Video Monitoring for Cash Storage at Treasurer office: Currently, daily bank deposits by the Assistant Treasurer reduce the duration cash is held on-site. However, there is no video monitoring of cash storage areas to ensure proper security and oversight. The absence of surveillance increases the risk of misappropriation, theft, or unauthorized access to cash before it is deposited. 2. Delayed Deposits of Funds Due to Missing Treasury Policy: Currently, there is no Treasury policy in place to govern the turnaround time (TAT) for timely deposits. This creates a significant control gap in tracking the Assistant Treasurer's daily deposits, increasing the risk of delays deposit of funds. Without a clear Treasury policy outlining responsibilities, timelines, and required checks for deposit, there is no confirmation process to ensure deposits are accurately reflected in the Town's bank account.	1.Implement Video Surveillance for Cash Storage: Install video monitoring systems in all cash storage areas to ensure proper security and oversight of cash. Video footage should be reviewed when exceptions/alerts occur with periodic spot checks performed by an independent person. The video footage should serve as a complementary control with primary reliance on stronger preventive and detective cash controls, with video used to corroborate and investigate. 2.Develop and implement a comprehensive Treasury policy that defines: a). A formal process for tracking and confirming the timely recording of daily deposits; b). Clear timelines and responsibilities for ensuring deposits are accurately reflected in both the bank account and Treasury records; c). Regular reconciliation procedures to identify and address any discrepancies promptly.

Detailed Control Gaps and Recommendations - Treasury

Control Gap	Recommendation
Unauthorized Account Creation or Closure: Currently, the Treasurer and Assistant Treasurer have the authority to open and close bank accounts. However, there is no independent review or approval process for these actions. This lack of oversight increases the risk of unauthorized account creation or closure, potentially leading to misappropriation of funds, financial misstatements, or operational disruptions. Without appropriate controls and segregation of duties, these activities may not be properly monitored or documented, posing a threat to the organization's financial integrity.	Implement Independent Review for Account Creation or Closure: Establish an independent review and approval process for the creation or closure of bank accounts. Require at least one additional senior financial officer or internal audit team member to review and approve any account-related changes before they are finalized. Document all actions and approvals to maintain an audit trail. Implement segregation of duties to ensure no single individual has full control over these processes, reducing the risk of unauthorized activities and enhancing financial oversight.
Lack of Independent Review of Investments Made by the Treasurer: While the Treasurer authorizes and approves investments per the Town's Investment Policy and Massachusetts General Laws, there is no independent review to verify investment appropriateness. This lack of oversight increases the risk of non-compliance, unauthorized investments, or exposure to high-risk instruments.	Implement Independent Oversight of Investment Decisions – Establish a review process where an independent authority, such as the Finance Committee, periodically reviews investment transactions to ensure compliance with policies, risk tolerance, and legal requirements.

Detailed Control Gaps and Recommendations - Treasury

Control Gap	Recommendation
Lack of Banking Portal Related Security Measures: 1. No Dual Authorization on Bank Portal for Releasing Funds: Currently, there is no dual authorization process in place on the bank portal for releasing funds. This absence of dual control poses a risk of unauthorized transactions, as a single individual can both initiate and approve fund releases. Specifically, in the case of check payments, the Treasurer both reviews the payment batch and authorizes the check payments, creating a conflict of interest and increasing the risk of errors, fraud, or misappropriation of funds. 2. Lack of Periodic User Access Review for Online Bank Portal: The Town does not conduct regular user access reviews for the online bank portal. This increases the risk of unauthorized access, potential fraud, and non-compliance with security best practices. 3. Lack of Positive Pay with the Bank: The Town has not implemented Positive Pay with its bank, increasing the risk of check fraud and unauthorized payments.	1.Implement Dual Authorization for Fund Releases: Implement a dual authorization process for all fund releases on the bank portal, requiring approval from two separate individuals before any transaction is processed. Assign the responsibility of reviewing payment batches and authorizing funds to different individuals to eliminate conflicts of interest. This will introduce an additional layer of control, reduce the risk of fraud or errors, and ensure that all fund releases are properly monitored and authorized. 2.Implement Periodic User Access Review: Establish a process to conduct regular user access reviews for the online bank portal. Revoke access for unauthorized or inactive users and maintain documentation of reviews to strengthen security and compliance. 3.Implement Positive Pay with the Bank: Establish a Positive Pay arrangement with the bank to verify checks before processing. This will help detect and prevent fraudulent or altered checks, enhancing financial security and control.

Detailed Control Gaps and Recommendations - Payroll

Control Gap	Recommendation
Overlapping Roles and Insufficient Segregation of Duties: The current process involves multiple personnel (Payroll Coordinator, Assistant Treasurer, and Treasurer) handling both data entry and review of payroll information, leading to potential overlapping roles. Given the limited staff, this can result in a lack of clear segregation of duties, where one person may have the ability to both input and review payroll data. This overlap increases the risk of unauthorized access, manipulation, or fraudulent activities, as there may be insufficient oversight over any single individual's actions. Additionally, without formal role-based access controls or time-based restrictions, there is a greater opportunity for individuals to bypass review processes or make unauthorized changes, potentially leading to errors or intentional fraud.	• Segregation of Duties: Establish distinct roles for data entry and review. No single person should have both responsibilities for the same payroll cycle, reducing the risk of errors or fraudulent modifications. • Role-Based Access Control: Implement system access restrictions to ensure that only authorized personnel can enter or approve payroll data based on their defined role, preventing unauthorized changes. • Dual Approval: Introduce a mandatory dual-approval process, where payroll data cannot be finalized without approval from two separate individuals, such as the Payroll Coordinator and Treasurer. This ensures that no one individual has complete control. • Random Audits: Conduct regular, random audits on payroll entries and adjustments made by key personnel to detect any unauthorized access or discrepancies. This will ensure ongoing scrutiny of the payroll process.
Inadequate Real-Time Monitoring of Payroll Changes in Munis: Payroll changes are reviewed at the end of each fiscal year to ensure it matches to the Payroll Module. Performing only an annual review may delay the timely identification of errors or fraudulent activities within the payroll module. This increases the risk of financial losses that may occur before such issues are detected and addressed. Additionally, the Assistant Treasurer's dual role in updating payroll records and performing annual reviews presents a conflict of interest. This lack of segregation of duties elevates the risk of unauthorized changes going unnoticed, further compromising the integrity of payroll operations.	• Increase Reconciliation Frequency: Conduct quarterly reconciliations of payroll records to identify and address discrepancies more promptly, reducing the risk of delayed detection. • Automated Change Logging: Enable an automated audit trail in the payroll system to log all changes to employee records, including timestamps, user details, and descriptions of changes. Regularly review these logs for anomalies. • Dual Approval Workflow: Introduce a mandatory dual-approval process for payroll changes, requiring independent verification and approval before implementation in the system. • Enhanced Role Segregation: Redesign roles to ensure that the individual responsible for updating payroll records (e.g., Payroll Coordinator) is different from the individual conducting reviews (e.g., Treasurer or Assistant Treasurer).

Detailed Control Gaps and Recommendations - Revenue

Control Gap	Recommendation
Lack of Post Facto Review of Tax Values and Rates in Munis: As per the current process, the LA4 system automatically generates tax invoices and records accounts receivable entries based on mill rates approved by Selectboard and property valuation data obtained from the LA4 system. However, there is no formal validation or review process in place to ensure the accuracy and completeness of the assessment values and rates used for invoice generation. This lack of oversight increases the risk of errors or unauthorized changes going undetected, potentially leading to incorrect tax invoice generation, financial misstatements, non-compliance with regulations, and revenue losses.	• Post-Facto Review: Establish a periodic reconciliation process to verify tax values and rates recorded in Munis against approved tax schedules and source documents. • Audit Logs & Alerts: Configure system-generated audit logs and exception alerts to track changes in tax rates and assessment values, ensuring timely identification of discrepancies. • Access Controls: Restrict data entry and modification rights to authorized personnel and conduct periodic access reviews to prevent unauthorized modifications. • Exception Reporting: Develop automated reports highlighting significant changes in mill rates and assessment values, requiring management review and approval.
Lack of Defined Threshold for Investigating Meter Reading Variances: The Department of Public Works reconciles meter readings with historical data to identify significant variations before generating Taxpayer invoices. However, there is no defined threshold for determining when a variance is significant enough to trigger an investigation. The absence of a standardized threshold may lead to inconsistent investigations, potential billing errors, and delayed issue resolution.	• Establish a clear threshold (e.g., percentage or absolute variance) to standardize when discrepancies require investigation. • Document the investigation and resolution process for accountability and auditability. • Conduct periodic reviews of the threshold to ensure its relevance based on historical trends and operational needs.
Lack of Consistent Collection Policies and Procedures: The town lacks a standardized policy or defined thresholds for escalating collection efforts. Recovery actions, such as legal proceedings, property liens, or tax auctions, are determined on a case-by-case basis. The absence of formalized procedures may result in inconsistent collection efforts, delays in revenue recovery, and avoidable write-offs due to missed follow-ups.	• Establish a formal collection policy that outlines clear thresholds for escalation based on outstanding amounts. • Define standardized timelines for follow-ups, payment reminders, and escalation to legal action or tax liens. • Implement an automated tracking system within Munis to flag delinquent accounts based on aging criteria and trigger predefined recovery actions. • Develop a write-off policy for small balances, ensuring consistency and approval from the Director of Finance. • Require the Assessor's Office and Collector's Office to document recovery actions and maintain an audit trail for transparency and accountability.

Detailed Control Gaps and Recommendations - Revenue

Control Gap	Recommendation
Lack of Review on Reconciliation: As per the current process, the Director of Finance performs a monthly reconciliation of collections against issued invoices in Munis. However, there is no independent review process in place to validate the accuracy, completeness, and timeliness of this reconciliation. Without a secondary level of review, errors or omissions in the reconciliation process may go undetected, increasing the risk of unrecorded collections, missing invoices, and potential revenue loss.	• Independent Review Process: Implement a secondary level of review where a designated senior official or an internal audit function verifies the completeness, accuracy, and timeliness of the reconciliation process. • Standardized Reconciliation Checklist: Develop a standardized reconciliation checklist that includes key validation steps, such as verifying all issued invoices are accounted for and collections are correctly recorded. • Approval and Sign-Off: Require formal sign-off from both the preparer and the reviewer to enhance accountability and ensure reconciliations are performed and reviewed consistently.

Detailed Control Gaps and Recommendations - Budgeting

Control Gap	Recommendation
Lack of Safeguarding for Budget Shell Files: Currently, there are no controls in place to restrict access to the budget shell files, leaving them vulnerable to unauthorized modifications.	• Implementation of Access Controls for Budget Shell Files: Implement password protection or store the budget shell files in a secure drive with restricted access rights. By limiting access to authorized personnel only, the risk of unauthorized changes will be mitigated, ensuring the accuracy and consistency of financial data across all reports. • Independent Reviews by an internal audit or finance team to ensure data integrity before it is incorporated into the budget shell.

Lack of Controls Over Completeness & Accuracy (C&A) of Data Exported from Munis:
There are no formal controls in place to ensure the completeness and accuracy (C&A) of data exported from Munis before it is used for budget preparation. Although the Director of Finance and Town Manager review prior-year revenue and expenditure data to update the budget shell, the absence of data validation controls increases the risk of using inaccurate or incomplete financial information. This could result in budget miscalculations, misaligned financial planning, and potential compliance issues
	• Implement Data Validation Controls for Munis Exports: It is recommended that the Town implement formalized controls to verify the completeness and accuracy of financial data exported from Munis before it is used in the budgeting process. These controls should include:
	  • Automated Data Validation Checks to detect discrepancies or missing information in the exported data.
	  • Reconciliation Procedures to compare exported data with Munis reports to confirm accuracy.

Detailed Control Gaps and Recommendations - Budgeting

Control Gap	Recommendation
Inadequate Documentation for Budget Variance Explanations: The Town has a pre-defined threshold where any budget line-item with a "x percent" variance from the previous year is required to have a detailed explanation documented in a comments section or other written form. However, the documentation for these variances is inconsistent and often lacks sufficient detail to provide a clear rationale for the differences. This practice may lead to an incomplete understanding of budget deviations, reducing transparency and making it difficult to assess the accuracy of future budgets or ensure accountability for overspending or underspending.	Strengthen Budget Variance Documentation and Monitoring: It is recommended that the Town enforce stricter adherence to the documentation requirements for budget variances. All explanations should be complete, clear, and include sufficient details, such as the specific reasons for the variance and any corrective actions taken or planned.
Lack of Formal Budget Timeline Tracking and Accountability: The Town does not have a formalized procedure to track budget timelines and activities at the departmental level during the budget development process. While a budget calendar exists to outline statutory deadlines, it is not used as a structured tool to monitor progress, ensure timely completion, or hold individuals accountable. This increases the risk of delays, last-minute revisions, and potential non-compliance with state-mandated deadlines.	The Town should establish a formal budget tracking process by converting the existing budget calendar into a structured monitoring tool. This should include: • A Centralized Budget Timeline Tracker detailing key milestones, responsible personnel, and deadlines. • Periodic Status Updates requiring departments to report progress at defined intervals. • Accountability Mechanisms to assign clear ownership of tasks and escalate delays. • Integration with Budget Controls to ensure alignment with financial planning requirements. By formalizing this process, the Town can improve efficiency, ensure timely budget completion, and enhance accountability across departments.

Detailed Control Gaps and Recommendations - Budgeting

Control Gap	Recommendation
Lack of Independent Review of Budget Loaded into the Munis System: The Director of Finance (DoF) loads the approved budget into the Munis system However, there is no independent review process in place to verify the accuracy of the budget data entered by the DoF, increasing the risk of errors or discrepancies in the system that could impact financial planning and operations. **Lack of Automation and Communication:** As per the current process, once the budget is loaded into Munis, the Director of Finance manually monitors budget vs. actual performance on a weekly basis. However, the process lacks automation of communicating the budget to department heads and facilitating proactive monitoring by them with independent review by Director of Finance. This leads to delays in identifying budget variances, limited real-time visibility for department heads, and slower corrective actions when discrepancies arise.	Implement Independent Review of Budget Data in Munis System: Introduce an independent review process where another team member, verifies the accuracy of the budget data loaded into the Munis system. This review should ensure that all entries match the approved budget details and are correctly processed. A second-level check can mitigate the risk of errors or discrepancies, enhancing the accuracy and integrity of the budgeting process. Automate Budget Communication and Monitoring: Implement an automated system to communicate the budget to department heads, enabling them to proactively monitor budget vs. actual performance and independent review of analysis by Director of Finance. This will enhance visibility, reduce delays, and facilitate quicker corrective actions when variances arise. Additionally, configure the system with variance thresholds to trigger alerts or exception approvals when actual spending exceeds the budget.
Lack of Independent Review for Variance Analysis: There is no independent review process in place for the variance analysis conducted by the Director of Finance (DoF) between budgeted and actual results. This increases the risk of oversight or errors, which may compromise the reliability of the analysis.	Independent Review: Introduce an independent review process to verify the accuracy and completeness of the variance analysis performed by the DoF. This could be carried out by a senior official to ensure an unbiased evaluation.
Lack of Defined Thresholds for Variance Analysis: The Town has not established predefined threshold limits for variance analysis. This results in inconsistent escalation and corrective actions for significant deviations, potentially leading to missed opportunities to address critical budgetary concerns.	Establish Set Variance Thresholds: Define specific variance thresholds to ensure that significant discrepancies are promptly identified, prioritized, and addressed. This will improve financial oversight, timely corrective actions, and better decision-making.

Detailed Control Gaps and Recommendations - Budgeting

Control Gap	Recommendation
Lack of Public Transparency in Budget Amendments and Financial Performance (Budget Vs Actual) Monitoring: The Town does not have an effective mechanism for publicly disclosing budget amendments as they occur. Additionally, there is no ongoing public monitoring of budget performance or overall financial performance (Budget Vs Actual). This lack of transparency limits public awareness and accountability, reducing stakeholders' ability to assess financial decisions and their impact on municipal operations. Without accessible, real-time financial performance reporting, there is an increased risk of reduced public trust and potential misalignment between budget allocations and actual financial needs.	Enhance Public Access to Budget Amendments and Financial Performance (Budget Vs Actual): It is recommended that the Town establish a structured process to make budget amendments and financial performance (Budget Vs Actual) readily available to the public in a timely manner. This can be achieved by issuing periodic financial reports or holding public briefings. A standardized reporting framework should be adopted to ensure consistency and clarity in financial disclosures, fostering greater transparency and public trust.
Lack of a Formal Process for Triggering and Executing Budget Reforecasts: There is no formalized process or policy in place to trigger and execute budget reforecasts during significant changes in operations or unexpected events. This absence can lead to delayed or inconsistent revisions to budgets, impacting the Town's ability to respond to changing financial conditions effectively.	• Implement a Formal Reforecasting Policy: Develop and implement a formal reforecasting policy that outlines predefined triggers (e.g., significant operational changes, revenue shortfalls, or unexpected expenses), timelines, and review criteria for preparing revised budgets. • Adopt Budgeting Tools for Automation Utilize budgeting tools or software to automate the preparation of revised budgets, ensuring timely and accurate adjustments while maintaining alignment with financial goals and operational needs. • Regular Training and Communication: Train relevant stakeholders, including the Director of Finance, Town Manager, and Department Heads, on the reforecasting policy and budgeting tools to ensure consistent application and understanding of the reforecasting process.
Absence of Formal Reporting to Senior Management on Budget Performance: There is no formal reporting to senior management (such as the Select Board and Finance Committee) on budget performance throughout the year. While the Director of Finance (DoF) conducts weekly budget vs. actual analyses, no report is provided to these key stakeholders. This lack of reporting hinders senior management's ability to effectively monitor financial performance and make informed decisions.	Implement Formal Reporting of Budget Performance to Senior Management: Implement a formal, periodic reporting process to senior management, including the Select Board and Finance Committee, to communicate budget performance by Director of Finance and Town Manager. This report should include budget vs. actual comparisons and explanations for any variances. Regular reporting will improve financial oversight, support better decision-making, and enhance overall transparency.

Detailed Control Gaps and Recommendations - Financial Reporting

Control Gap	Recommendation
Lack of Formal Review and Approval Process for Changes to the Chart of Accounts (COA): Currently, changes to the Chart of Accounts (COA) are made by the Director of Finance (DoF) based on requests received from departments. However, there is no independent review or formal approval process in place for these changes. This absence of controls increases the risk of Errors in account creation, Unauthorized changes to the COA, and Inaccurate or incomplete tracking of grant-related expenses.	Establish Formal Review and Approval Process: Establish a formal review and approval process for COA changes. Require a written request with a documented business reason and proof of the associated grant (if applicable). The finance director must review, approve (electronically if needed), and return the decision to the requestor.
Lack of Independent Review of Manual Journal Entries: Currently, non-routine journal entries are entered by the Director of Finance, and routine journal entries, such as accruals, are created by accounting clerks in the Munis system. However, there is no independent review process to verify the completeness, accuracy, and supporting documentation for manual journal entries. This increases the risk of errors, fraud, and unauthorized adjustments to financial records.	Implement Independent Review for Journal Entries: Establish an independent review process for all manual journal entries, ensuring they are verified for completeness, accuracy, and proper supporting documentation before being posted. This will strengthen controls and ensure accurate financial reporting.
Excessive System Access for Manual Journal Entry Creation: System access to create manual journal entries is not adequately restricted, allowing individuals who should not have access to enter or modify journal entries, increasing the risk of unauthorized transactions (This issue was confirmed during the walkthrough by the Director of Finance).	Restrict System Access: Implement appropriate access controls to restrict manual journal entry creation to authorized personnel only. Regularly review and update user access rights to ensure segregation of duties and prevent unauthorized modifications to financial records.

Detailed Control Gaps and Recommendations - Financial Reporting

Control Gap	Recommendation
Lack of Independent Review for Cash Reconciliation: There is no formal, independent review process in place by an individual other than the preparer to verify the accuracy and completeness of the reconciliation. This lack of oversight increases the risk of errors or discrepancies going unnoticed.	Implement Independent Review for Cash Reconciliation: Establish a formal independent review process where a different individual from the preparer reviews and verifies the cashbook reconciliation for accuracy and completeness. This will ensure greater accuracy, compliance, and early detection of potential errors.
Absence of Formal Policies and Lack of Signoff Mechanism for Financial Closing Checklist: The financial closing process currently lacks formal policies or documented desktop instructions to guide staff through the necessary steps for financial closure. While the Director of Finance utilizes a checklist as a guide, there is no signoff mechanism on the checklist to confirm that all tasks and activities required for closing are completed, potentially leading to incomplete or inconsistent closure activities.	Implement Formal Policies and Checklist Signoff for Closing Process: Establish formal policies and documented desktop instructions for the financial closing process. These should include clear guidelines for each task, specific timelines, and responsibility assignments. Additionally, implement a signoff mechanism on the checklist to ensure that all activities are completed and verified, promoting accountability and consistency.
Lack of Independent Review on Financial Statement Preparation: The Director of Finance (DoF) currently prepares financial statements, however there is no formal internal review by a competent authority who has accounting expertise. The absence of an independent review increases the risk of undetected errors, misstatements, and non-compliance with accounting standards, potentially impacting the accuracy and reliability of financial reporting.	Implement Independent Financial Statement Review Process: To enhance accuracy and oversight, the Town should establish a formal review process for financial statement preparation, including: • Independent Review by a qualified individual with expertise in accounting and financial reporting. • Checklist-Based Validation covering key financial statement components to ensure completeness and accuracy. • Formal Approval Workflow requiring sign-off from a senior financial officer before finalizing reports.
Lack of Formal Review for Variance Analysis: There is no formal independent review process in place for variance analysis before it is shared with the Select Board. This lack of oversight may lead to incomplete or inaccurate analysis being presented, impacting the decision-making process.	Implement Formal Review Process for Variance Analysis: Establish a formal, independent review process for variance analysis before it is presented to the Select Board. This will ensure accuracy, thoroughness, and that significant discrepancies are identified and addressed promptly.

Detailed Control Gaps and Recommendations - Financial Reporting

Control Gap	Recommendation
Lack of Defined Thresholds for Variance Analysis: The Town has not defined specific threshold limits for variance analysis between budgeted and actual results. This lack of predefined thresholds makes it difficult to prioritize and address significant discrepancies, potentially resulting in unnoticed or unresolved budgetary issues.	Define Thresholds for Variance Analysis: Establish specific threshold limits for variance analysis to guide the identification of what are considered significant discrepancies. This will allow the Town to prioritize critical budgetary concerns and take timely corrective actions, improving financial decision-making
Lack of Spreadsheet Controls in Weekly Budget-to-Actual Analysis: The Town performs weekly budget-to-actual analysis without formal spreadsheet controls to ensure data accuracy, completeness, and integrity. The absence of structured controls increases the risk of formula errors, unauthorized changes, and data inconsistencies, which may lead to inaccurate financial reporting and ineffective budget monitoring.	Implement Spreadsheet Controls for Budget-to-Actual Analysis To enhance the accuracy and reliability of budget monitoring the Town should implement the following controls: • Version control & access restrictions to prevent unauthorized modifications and maintain data integrity. • Formula & data validation checks to detect and correct errors in calculations.
Lack of Standardized Accounting Polices: The absence of standardized policies increases the risk of inconsistencies, errors, and lack of accountability in financial reporting. Specific gaps include: - Incomplete Inventory of Accounts for Reconciliation – There is no formal listing of accounts requiring reconciliation on a monthly or quarterly basis, including trial balance (TB) and financial statement reconciliations. Additionally, roles and responsibilities for preparation and review are not clearly defined. - No Defined Completeness and Accuracy Procedures – There are no documented procedures to ensure all accounts are reconciled and reviewed, increasing the risk of omissions or inaccurate financial reporting. - Lack of Month-End, Quarter-End and Year-End Closing Procedures – There is no standardized closing process, checklist, or defined responsibilities for preparing and reviewing month-end and year-end financials, leading to potential delays and errors in financial reporting.	Establish Comprehensive Accounting Policies and Controls: To enhance financial governance and ensure consistency, the Town should develop and implement a formal accounting policy covering the following: • A Complete Reconciliation Framework listing all accounts requiring reconciliation, frequency (monthly/quarterly), and assigned responsibilities for preparation and review. • Defined Review and Completeness Checks to ensure reconciliations are performed accurately and all accounts are covered. • Standardized Month-End, Quarter-End & Year-End Closing Procedures with a detailed checklist specifying key tasks, timelines, and accountability for review and approval. Implementing these policies will strengthen financial oversight, improve reconciliation accuracy, and ensure timely and reliable financial reporting

Detailed Control Gaps and Recommendations - Fixed Assets

Control Gap	Recommendation
Lack of Formal Policies for Fixed Asset Purchases: The current process for fixed asset purchases lacks formalized Fixed Assets management policies that cover procedures related to acquisition, asset classification, capitalization (including thresholds), disposal, and asset tracking. As a result, there is a higher risk of errors, delays, and non-compliance with internal controls.	• Develop a comprehensive Fixed Assets Management Policy covering acquisition, criteria for asset classification, capitalization thresholds, disposal, and asset tracking. • Regularly review and update the policy and train employees for compliance.
Lack of Formal Fixed Assets Process for Acquisitions: As per the current fixed asset acquisition process, The Department heads share asset details, such as use, life, and description, via email, rather than utilizing a standardized form that is signed by the department head. This informal process increases the risk of errors, such as miscommunication or missing information, which could lead to incorrect asset classification or valuation, thereby affecting the accuracy of financial reporting.	Standardized Acquisition Form: Implement a standardized fixed asset acquisition form that requires signatures from the requesting department head and other relevant stakeholders. The form should capture all essential asset details, including asset description, usage, expected life, and other key data.
Absence of Independent Review for Asset Classification and Capitalization: Currently, the Director of Finance classifies assets based on their use and type (e.g., buildings, machinery) and capitalizes assets in accordance with Massachusetts General Law and the established capitalization threshold (e.g., purchases over $25,000 are capitalized). However, there is no independent review mechanism to validate the accuracy of asset classification and capitalization. This increases the risk of errors in asset records, non-compliance with regulatory requirements, and potential misstatements in the financial statements.	• Independent Review Mechanism: Establish a formal independent review process to ensure correct asset classification and capitalization.

Detailed Control Gaps and Recommendations - Fixed Assets

Control Gap	Recommendation
Lack of Automation in Depreciation Schedule Updates: The current process for updating depreciation schedules is manual, increasing the risk of errors, inefficiencies, and delays in recording accurate depreciation.	Automate Depreciation Calculations: Implement an automated depreciation calculation system integrated with the general ledger. This will streamline the process, reduce manual errors, and ensure timely updates to depreciation GL.
Absence of Independent Review for Depreciation Schedules: Currently, the Director of Finance manually calculates annual depreciation in Excel based on details provided in the depreciation schedule. However, there is no independent review mechanism to validate the accuracy and completeness of critical details, such as useful life, depreciation method, depreciation amount, residual value, acquisition date, and capitalization date. Additionally, the depreciation amounts calculated and recorded in GL are not independently reviewed, posing a risk of inaccurate financial reporting.	Introduce an Independent Review Mechanism: Establish an independent review process to verify the accuracy and completeness of the depreciation schedule. The review should cover key details such as useful life, method, rate, residual value, acquisition date, capitalization date, and the depreciation amounts calculated and recorded in GL. Assign this responsibility to a designated reviewer to strengthen controls and enhance accuracy.
No Formal Depreciation Policy: The organization lacks a formal depreciation policy to guide the complete process, including the collection of input details such as useful life etc., calculation methodologies, and review protocols, leading to inconsistencies and potential non-compliance.	Develop a Formal Depreciation Policy: Create a comprehensive depreciation policy that outlines the procedures for collecting input details, selecting and applying depreciation methods, calculating depreciation, and conducting periodic reviews. This policy should also define roles and responsibilities to ensure consistency, transparency, and compliance with regulatory and accounting standards.
Absence of Asset Tags for Tracking: Fixed assets are not assigned tags such as barcodes, QR codes, or RFID for efficient tracking and identification, making it difficult to monitor asset locations and statuses effectively.	Implement Asset Tags for Tracking: Assign unique tags (e.g., barcodes, QR codes, or RFID) to each fixed asset to enable efficient tracking, identification, and management. Utilize scanning technology to integrate asset information into the Fixed Asset Register seamlessly
Lack of Routine Physical Fixed Assets Counts: There is no routine process for conducting fixed assets count to inspect asset health, ensure physical existence, and update the Fixed Asset Register (FAR) accordingly. This increases the risk of undetected losses, damage, or inaccuracies in asset records.	Establish Routine fixed assets Counts: Conduct regular physical counts of fixed assets to verify their existence, assess their condition, and update the FAR. Develop a schedule for these checks and ensure findings are documented and reconciled with asset records.

Detailed Control Gaps and Recommendations - Fixed Assets

Control Gap	Recommendation
Lack of Independent Review for Fixed Asset Register (FAR): Currently, the Director of Finance assigns a unique identification number to each asset and records fixed asset data—including asset ID, description, cost, acquisition date, location, and department—in a Fixed Asset Spreadsheet after purchase. However, there is no independent review process in place to validate the accuracy and completeness of the information recorded in the Fixed Asset Register (FAR).	Establish Independent Review for FAR Verification: Implement an independent review mechanism to ensure the accuracy of the Fixed Asset Register (FAR) during the period in which the manual process is still being used. This review should be conducted by a separate team or individual who is independent of the FAR maintenance process, ensuring that any discrepancies or errors are promptly identified and corrected. This control will help mitigate risks associated with data inaccuracies and provide assurance that the FAR remains reliable
Manual Maintenance of the Fixed Asset Register (FAR): The FAR is maintained manually in an Excel format, increasing the likelihood of data entry errors and inefficiencies. Additionally, there is no automated system for recording asset data directly, which limits accuracy and timeliness.	• Automate Fixed Asset Management by implementing a Fixed Asset Management System (FAMS) to replace the manual Excel-based Fixed Asset Register (FAR). The system should support asset tracking using technologies like barcodes, QR codes, or RFID, ensuring seamless tracking and data integration. It should also generate timely reports for decision-making and compliance. • Regular monitoring and reconciliation of FAR data should be conducted to ensure accuracy and alignment with organizational policies.
Lack of Regular Fixed Asset Reconciliations: The current annual reconciliation process increases the risk of errors or discrepancies remaining undetected for an extended period.	Increase Frequency of Fixed Asset Reconciliation: To improve timeliness in identifying and correcting discrepancies, the reconciliation process should be conducted on a quarterly or half yearly basis rather than annually. This will help detect errors and discrepancies more promptly.
Lack of Independent Review and Undefined Reconciliation Procedures: There is no independent review process to ensure the accuracy of the fixed asset reconciliation, raising the likelihood of undetected errors or fraud. The reconciliation process lacks a defined procedure for addressing discrepancies, including the steps for making adjustments and obtaining the necessary approvals for these adjustments.	Implement Independent Review and Formalize Reconciliation Procedures: Establish an independent review mechanism to ensure the accuracy of reconciliations. Additionally, develop and document a clear procedure for handling discrepancies, including a defined approval process for any adjustments to ensure consistency, accuracy, and proper oversight.

Detailed Control Gaps and Recommendations - Fixed Assets

Control Gap	Recommendation
Lack of Independent Review for Asset Disposal Transactions: Currently, the Director of Finance (DoF) updates the Fixed Assets Register (FAR) to remove disposed assets and records the disposal in the books of account, recognizing any gain or loss and adjusting for depreciation. While this ensures the FAR accurately reflects the remaining assets, there is no independent review process to validate the accuracy of key aspects of asset disposal transactions, such as: - Gain or loss on disposal, - Depreciation recorded up to the disposal date, and - Correctness of the disposal entry in the general ledger (GL). This lack of oversight increases the risk of errors, discrepancies, or potential misstatements in financial reporting.	Implement an independent review mechanism to verify the accuracy of the gain/loss calculation, ensure depreciation is correctly recorded up to the disposition date, and confirm the accuracy of the disposal GL entry. This review should be conducted by an individual or team separate from those involved in the disposal process to ensure objectivity.

Appendix

Appendix I – Interview List

Name	Job Title
Clancy Main	Town Manager
Paul Watson	Town Accountant
Elaine Russo	Treasurer/Collector
Olivia Canario	Assistant Treasurer
John Speidel	Assessor
Brittany Gagnon	Head Clerk (DPW)
Frederick Russell	Director of Public Works
Chris Bartlett	Director of Technology

Thank You

TOWN of BILLERICA

Process:
Revenue

Legend

To ensure consistent implementation, the basic elements and standard symbols for use when constructing flowcharts are as follows:

Start/End	The start/end icon is used to indicate the beginning (i.e., initiating a transaction) and end point (i.e., recording in the general ledger) of a process. Capture the name of the general ledger account(s) impacted by the transaction inside the end icon.	Annotation	An annotation allows the preparer to document critical information (e.g., relevant data elements of IPE) that may not fit inside the related icon. Lengthy text descriptions can be captured inside the annotation icon itself or cross-referenced to another document or footnote.
Employee Title Manual Process	The manual activity icon designates a manual step or activity in the process. Within the shape, include a brief description of the manual process activity being performed.	Information produced by the entity (IPE)	The IPE icon represents a data file or report generated as an output of the system and used in the performance of a control. Capture the report name and relevant data elements inside the icon.
Automated activity	The automated activity icon designates a step or activity occurring inside the system (i.e., system configured to process data). Within the shape, include a brief description of the automated process activity being performed.	Off- page connector End page 1 Start page 2	While there is no ideal size, a flowchart can range from one to several pages. Therefore, it is likely that complex processes will continue onto an additional page or link to another process. The off-page connector icon provides a visual cue that the flowchart continues on another page or another process.
	The arrow connects the steps and activities in the process. The arrowhead indicates the direction or sequence of events.	Service organization	The service organization icon is used to show where information in a process is transmitted to/from a service organization.
Document	The document icon represents a document (e.g., sales order, contract, supplier's invoice, etc.) used during the process. Capture the document name inside the icon.	IT System	The system icon represents a data file or database where information is stored prior to use in another activity (i.e., pricing master file). Capture the data file or database name inside the icon.
No ← Decision ? → Yes On page Connector	The decision icon designates a decision point from which the process branches into two or more paths. The path taken depends on the answer to the question. The icon should be populated with a question and the responses (i.e., yes/no) should be noted in the arrows originating from the decision box. Decisions may be manual or system driven. The On-Page Connector icon indicates flow continuation within the same page, reducing line crossings and enhancing clarity. Each connector is uniquely labeled to mark start and end points.	Risk # Control # Process Improvement #	The Risk # icon identifies the points within the process at which a material misstatement could arise. Once the risk has been determined, identify and document the controls implemented to address these risks. The Control icon is included within the flowchart. These icons should refer to separate documentation that includes a description of the control(s) designed to address each Risk. The Process Improvement # icon identifies the area where the identified risk is not mitigated by a key control or not designed appropriated to mitigate the identified risk
Presentation Spreadsheet Email Document	These icons represent tasks or control activities carried out by different individuals or departments by exchanging inputs or outputs via presentations, spreadsheets, emails, and documents.	N	The notes icon represents the entire process, showing detailed activities carried out by different people or departments to execute their respective tasks.

Process Decomposition: Key Phases Defined



Invoicing	**1.1 Assessor Invoicing:** The Town Assessor oversees the assessment of all real and personal property, conducting annual valuations using local sales data and adjusting values when they change by 5% or more. The Town Assessor reviews and approves property assessment values before recording mill rates and valuation data in the LA4 system. Once recorded, the LA4 system transfers tax information to the Munis system for invoicing and revenue recording. The Munis system then generates tax invoices and records accounts receivable entries. Simultaneously, the Assessor's Office staff sends invoices to a third-party vendor for printing, mailing tax bills, and creating a tax commitment. The third-party vendor distributes the final invoices to taxpayers or residents. Additionally, every five years, an external agency reevaluates all commercial and residential properties considering market data, permitted property improvements, inspections, and homeowner surveys to update assessed values for all properties. **1.2 Department of Public Works (DPW) Invoicing:** The process starts when a new taxpayer requests water and sewer services. DPW staff verifies property eligibility, assigns a unique taxpayer ID, installs a meter, and records relevant details. Meter readings are automatically captured quarterly using the Beacon Program and fed into Munis for billing. Any discrepancies are investigated and resolved before billing. Water and sewer rates are set by the Select Board, and DPW configures rate structures in Munis based on taxpayer classification. Quarterly invoices are generated by multiplying the current rate by usage. Data is collected via RF technology into the AMI system and imported into Munis. DPW manually reviews and adjusts outliers based on historical usage. Munis calculates charges, generates a CSV file with billing details, and sends to a third-party vendor. The third-party vendor prints and mails invoices after DPW review. Taxpayers receive sufficient time for payment, and DPW ensures adherence to billing cycles and timely notifications.
Collection	Residents or designated departments make payments for dues, fees, licenses, permits, and other revenue sources. Residents can pay in person at the Treasurer's Office using cash or checks, while designated departments only receive check payments and submit them along with a turnover sheet to the Treasurer's Office daily if the cash exceeds $500. Payments under $500 follow the same process but on a weekly basis. The Assistant Treasurer collects payments, issues receipts, and updates the Munis system with the correct GL account for recording. The funds are then deposited into the Town's bank account daily. The Treasurer's Office reviews turnover sheets, acknowledges receipts, and maintains records for all direct payments. Finally, the Director of Finance conducts bank account reconciliations to ensure that recorded cash collections match the bank balance. Multiple payment channels are available, including in-person payments, online transactions via the Invoice Cloud platform, mail payment, and deposits through designated outdoor lockboxes, which are checked twice daily. Payments via debit or credit cards are not accepted at the counter. Locked safes in the Treasurer's Office are accessible only to department personnel, as daily deposits are completed by the Assistant Treasurer.
Accounts Receivable Monitoring	The DPW or Assessor's Office generates a monthly AR aging report from Munis and shares it with the Collector's Office. The Collector follows up on outstanding balances via invoices, emails, or calls. If payment is received, delinquent cases are closed, and funds are delivered to the Treasurer. If unpaid, the Director of Finance takes recovery actions per Massachusetts law, such as referring cases to a collection agency, placing property liens, or pursuing legal action. The Director also reviews the annual AR report for decision-making and follow-ups.
Tax Dispute	Tax assessment values can be appealed via an annual abatement process that is open from December 1 through February 1 every year. Taxpayers must submit a completed tax abatement application to the Assessor's office along with supporting documentation establishing proof of a lower assessed property value – only applications with supporting documentation will be reviewed as the burden of proof for the abatement is on the taxpayer. Completed applications are then reviewed by the abatement committee within 90 days of receipt who will determine if the abatement should be granted or denied. If the abatement is denied, taxpayers can appeal to the state appellate tax within 90 days of the decision.
Reconciliation	The reconciliation process begins with the Director of Finance performing a monthly reconciliation of collections against issued invoices to ensure completeness and accuracy. Any discrepancies or errors identified during reconciliation are investigated and resolved before the monthly closing. Once resolved, the Director of Finance reviews bank account reconciliations to verify that the cash recording in the general ledger matches the bank balance for accurate monthly financial reporting.

REVENUE

Invoicing | Collection | Account Receivable Monitoring | Tax Dispute | Reconciliation

1.1 Invoicing- Assessor

Assessor's Office

Start

Assessor's Office Staff N1

Conducts annual property valuations using local sales data, and property records. Additionally, adjust the assessed valuation when values change by ±5%.'

R-01 AR-01

Town Assessor

External party reviews the assessment value every 5 years

Approves and reviews property assessment values for all real and personal property.

Assessor's Office Staff N2

Records mill rates in Munis and property valuation data in LA4 system after approval from Town Assessor to calculate the tax value.

LA4

R-02 AR-02

Assessor's Office Staff

Sends invoice to a third-party vendor for printing, mailing tax bills, and creating a tax commitment.

2

Systems and Third Party

The process is semi-automated—data manually exported from LA4 and imported into Munis. A fallout report is generated to identify any errors after import.

LA4 system

Transfers tax information to the Munis system for invoicing and revenue recording.

LA4

MUNIS system

Generates tax invoices and records accounts receivable entries.

Munis

Third Party

Creates the tax commitment and shares it with the Select Board for approval.

Third Party

Prints and distributes the approved invoices to tax payer or resident.

Select Board

Select Board N2

Approves the tax commitment per Massachusetts legal requirements.

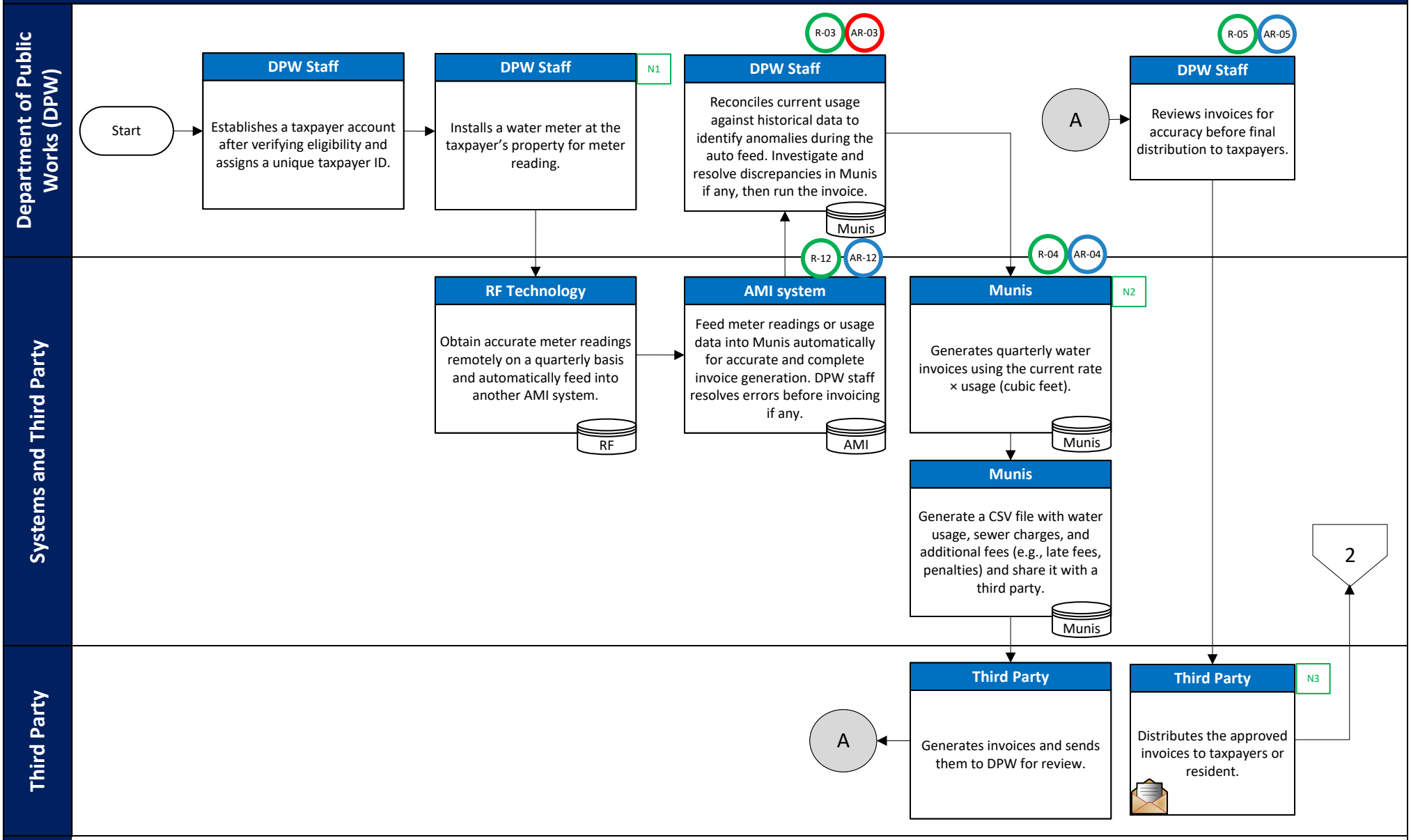
Notes

N1 - The Town Assessor oversees the assessment of all real and personal property, with the authority to adjust values and tax classifications. All assessments require approval from the Town Assessor and an external party before finalization. Additionally, an external agency conducts comprehensive evaluations every five years using market data and other factors with property values are adjusted regardless of the % change.
N2- The Select Board sets tax rates based on budget needs, applying them to assessed property values to determine taxes owed.
N3- Tax commitment is a legal requirement in Massachusetts, similar to an AP warrant but for funds due to the town.
Note: *The Director of Finance classifies revenues per the Town's Chart of Accounts, ensuring compliance with governmental accounting standards. Revenues are recognized when earned, not when received. All revenue sources are documented through contracts, service agreements, and invoices.*
Note: *LA4 system is managed by the Assessor's office to record property valuations and update mill rate, which is then transferred to Munis for invoicing. Munis handles tax invoicing, revenue recording, and accounts receivable.*

REVENUE

Invoicing | Collection | Account Receivable Monitoring | Tax Dispute | Reconciliation

1.2 Invoicing- DPW



Notes

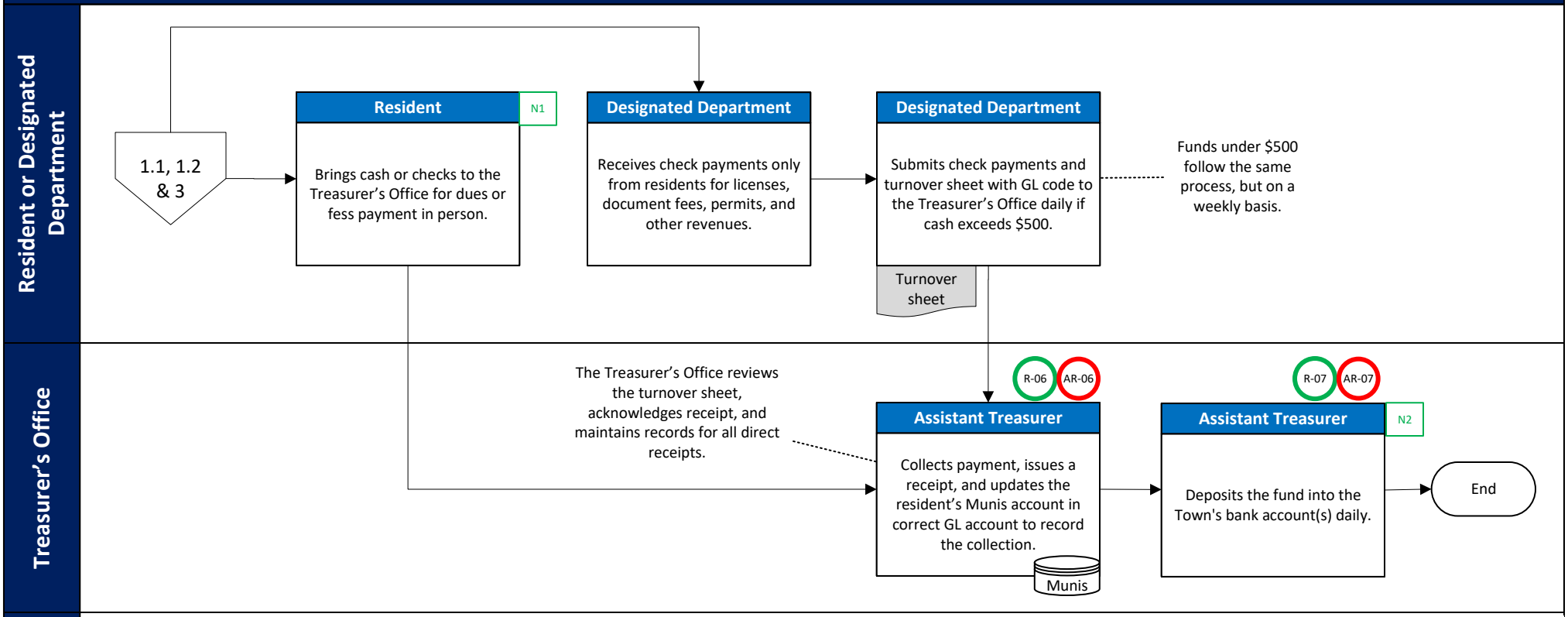
N1- The meter's location and serial number are logged for future reference.
N2- Billing rate: The Select Board approves water and sewer billing rates. DPW staff enter these rates into Munis and configure taxpayer account tiers based on consumption, sewer usage, or classification (residential, commercial, etc.). Munis ensures bills align with the correct rate structure.
N3- Taxpayers receive sufficient time to review and pay before the due date. DPW staff ensures compliance with billing cycle timelines and timely taxpayer notifications when bills are due.

Note: RF Technology remotely captures accurate meter readings on a quarterly basis and feeds them into the AMI system. The AMI system then processes and transfers this data into Munis for automated and accurate invoicing.

REVENUE

Invoicing | Collection | Account Receivable Monitoring | Tax Dispute | Reconciliation

2. Collection



Notes

N1 – Payments are collected through multiple channels such as:
- In-person at the Treasurer's Office as mentioned above
- Online payments through the Invoice Cloud platform allow residents to pay bills using credit cards, debit cards, or ACH transfers. Funds are remitted to the Town within 1-3 business days.
- Residents can deposit payments in designated outdoor lockboxes, which are checked and emptied twice daily by the Treasurer's staff.
- Residents can mail their payments, which are collected and processed by the Treasurer's Office.
- Payment through Debit / Credit cards are not accepted on counter (In person payment).

N2- Locked safes in the Treasurer/Collector's office (department office) are accessible only to department personnel. Limited cash is kept on hand, as daily bank Deposits are completed by the Assistant Treasurer.

REVENUE

Invoicing | Collection | Account Receivable Monitoring | Tax Dispute | Reconciliation

3. Accounts Receivable Monitoring

Department of Public Works or Assessor's Office

Start

DPW or Assessor's Office N1

Generates a monthly AR aging report on outstanding invoices or dues and shares it with the Collector's Office.

Munis

Collector's Offices

R-08 AR-08

Collector N2

Follows up on outstanding balances via second invoices, emails, or phone calls.

Payment received?

Yes

Collector

Closes delinquent cases upon receipt of payment and delivers the collected amount to the Treasury Office.

2

No

Finance

R-09 AR-09

Director of Finance

Takes recovery action per Massachusetts General Law such as deferring to a collection agency or property lien or pursuing legal action.

The Director of Finance coordinates with the Assessor, DPW, and Collector or department heads for these recovery actions.

Director of Finance

Reviews the annual AR report for decision-making, follow-ups, and determining necessary actions.

End

Notes

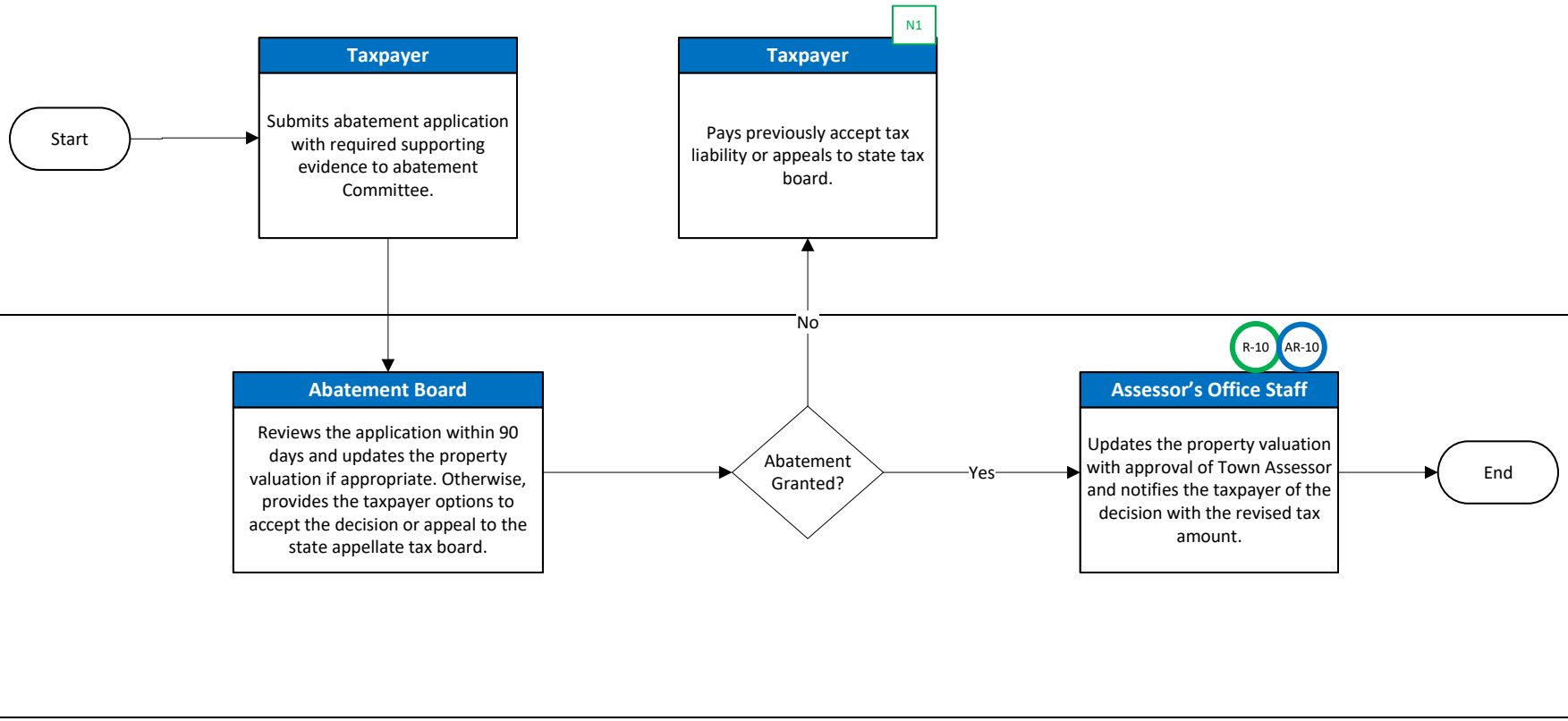
N1 - Once an invoice is generated in Munis, transactions are integrated into the system, creating a journal entry, initiating collections, tracking payments, and monitoring outstanding balances through the AR report. MUNIS automatically generates Accounts Receivable (AR) entries at the time of invoice creation. The Director of Finance reviews AR reports annually in Munis

N2- The Town of Billerica offers payment plans to residents to help settle outstanding balances, providing structured repayment options to avoid further penalties or liens.

REVENUE

Invoicing | Collection | Account Receivable Monitoring | Tax Dispute | Reconciliation

4. Tax Dispute



Notes

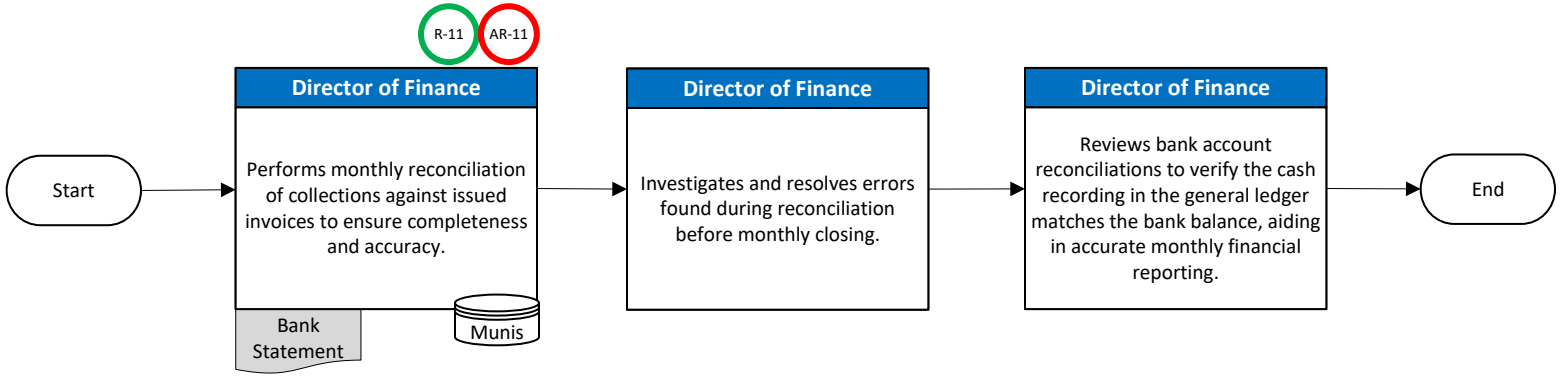
N1 – If an abatement application is denied the taxpayer can either accept the result and pay the previously issued tax invoice or file an appeal with the Massachusetts appellate tax board. The appellate tax board is independent of the Town and its personnel.

REVENUE

Invoicing | Collection | Account Receivable Monitoring | Tax Dispute | Reconciliation

5. Reconciliation

Finance



Notes

N/A

nationalgrid

April 3, 2026

To the Board of Selectmen - Billerica, Massachusetts

To Whom It May Concern:

Enclosed please find a petition of NATIONAL GRID and VERIZON, covering joint NATIONAL GRID-VERIZON pole location(s)

If you have any questions regarding this permit, please contact:

Joseph Ientile (978) 766-3114 or joseph.ientile@nationalgrid.com

Please notify National Grid's Jenn Iannalfo of the hearing date / time to Jennifer.Iannalfo@nationalgrid.com

If this petition meets with your approval, please return an executed copy to each of the above-named Companies.

National Grid: Jennifer Iannalfo, 1101 Turnpike Street; North Andover, MA 01845.

Very truly yours,

Dave Johnson

Dave Johnson
Supervisor, Distribution Design

Enclosures

Questions contact Design - Joseph Ientile 978-766-3114 or joseph.ientile@nationalgrid.com

PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

North Andover, Massachusetts

To The Board of Selectmen
Of Billerica, Massachusetts

Massachusetts Electric Company d/b/a NATIONAL GRID and Verizon New England, Inc requests permission to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way:

Biagiotti Way - National Grid to install 2 JO poles and relocate 1 JO pole on Biagiotti way beginning at a point approximately 76 feet Northwesterly from existing new private property pole 15-7 Biagiotti Way location. National Grid will install new pole 15-8 with anchor and pole 5-50 including relocation pole 4 across street in public way in order to extend three phase overhead primary wire to feed new business customer at 155 Treble Cove Road, Billerica, MA.

Location approximately as shown on plan attached.

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to erect and maintain poles and wires, together with such sustaining and protecting fixtures as it may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked – Biagiotti Way - Billerica, Massachusetts.

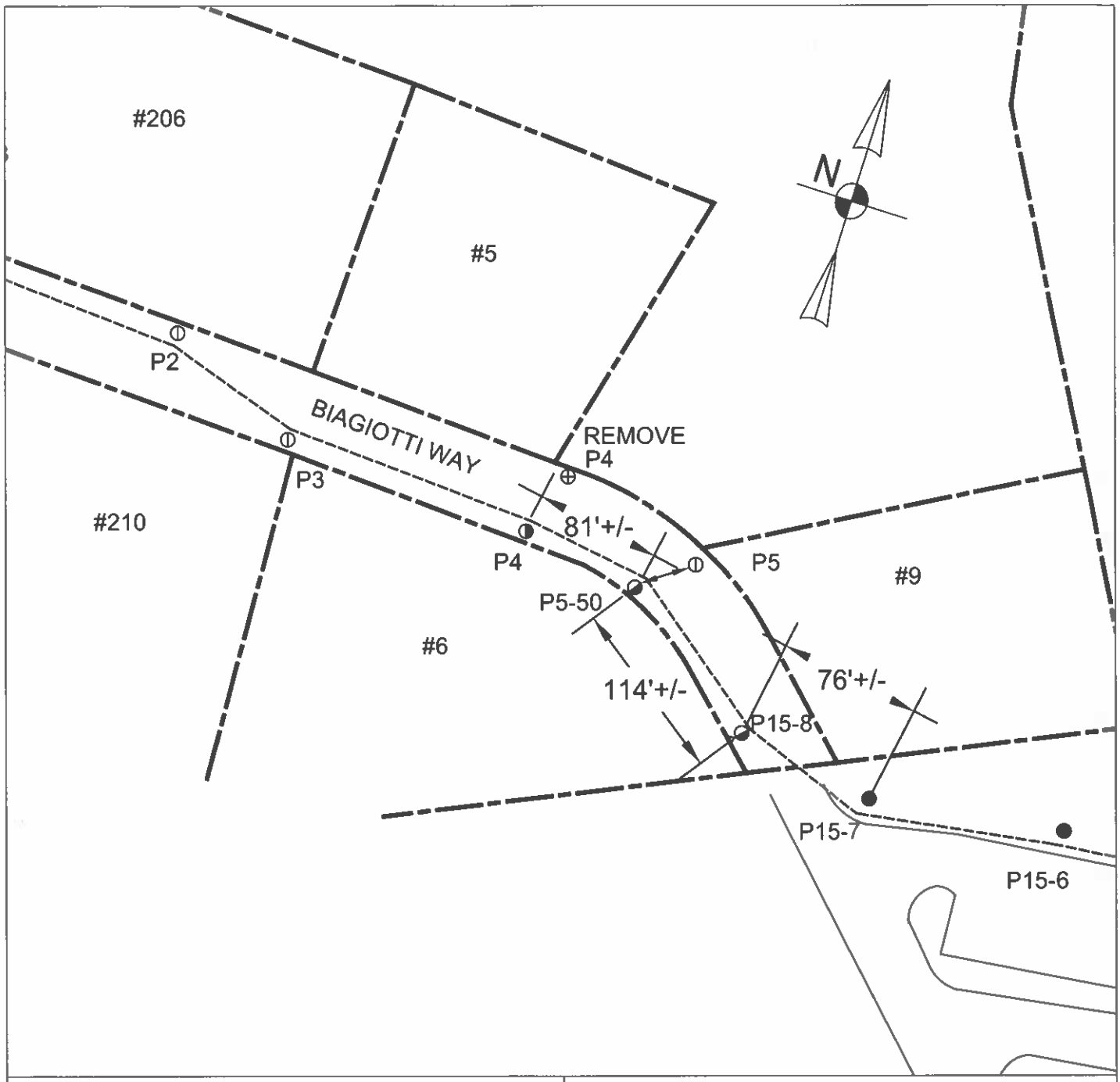
No.# 31174068

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

Your petitioner agrees to reserve space for one cross-arm at a suitable point on each of said poles for the fire, police, telephone, and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

Massachusetts Electric Company d/b/a
NATIONAL GRID Dave Johnson
BY _____
Engineering Department

VERIZON NEW ENGLAND, INC.
BY _____
Manager / Right of Way



JOINTLY OWNED POLE PETITION

- PROPOSED J.O. POLE ON PRIVATE PROPERTY
- PROPOSED 3H OVERHEAD WIRE
- PROPOSED J.O. POLE PUBLIC WAY
- ANCHOR LOCATION
- PROPERTY LINE
- EXISTING J.O. POLE IN PUBLIC WAY
- POLE TO POLE GUY

nationalgrid

Date: 10/7/25

WORK REQUEST: 31174068

Nationalgrid to install new poles 15-8 with anchor and 5-50 including relocating pole 4 across street in public way in order to extend three phase overhead primary wire to feed new business customer at 155 Treble Cove Rd, Billerica, MA.

To The: Town Of Billerica

For Proposed: 3 Poles Location: BIAGIOTTI WAY

Drawn By: S.STEEVES

DISTANCES ARE APPROXIMATE

April 3, 2026

Questions contact Central Design – Joseph Ientile 978-766-3114 or
joseph.ientile@nationalgrid.com

ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

To the Board of Selectmen - Billerica, Massachusetts

Notice having been given and public hearing held, as provided by law,
IT IS HEREBY ORDERED: that Massachusetts Electric Company d/b/a NATIONAL GRID and VERIZON NEW ENGLAND INC. (formerly known as NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY) be and they are hereby granted joint or identical locations for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Companies dated the 21st day of March, 2026.

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber, and reasonable straight, and shall be set substantially at the points indicated upon the plan marked – Biagiotti Way - Billerica, Massachusetts.

No.# 31174068

Filed with this order:

There may be attached to said poles by Massachusetts Electric Company d/b/a NATIONAL GRID and Verizon New England Inc. such wires, cables, and fixtures as needed in their business and all of said wires and cables shall be placed at a height of not less than twenty (20) feet from the ground.

The following are the public ways or part of ways along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

Biagiotti Way - National Grid to install 2 JO poles and relocate 1 JO pole on Biagiotti way beginning at a point approximately 76 feet Northwesterly from existing new private property pole 15-7 Biagiotti Way location. National Grid will install new pole 15-8 with anchor and pole 5-50 including relocation pole 4 across street in public way in order to extend three phase overhead primary wire to feed new business customer at 155 Treble Cove Road, Billerica, MA.

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

I hereby certify that the foregoing order was adopted at a meeting of the
Of the City/Town of ,Massachusetts held on the day of 20 .

City/Town Clerk.

Massachusetts 20 .

Received and entered in the records of location orders of the City/Town of
Book Page

Attest:
City/Town Clerk

I hereby certify that on 20 , at o'clock, M
At a public hearing was held on the petition of
Massachusetts Electric Company d/b/a NATIONAL GRID and VERIZON NEW ENGLAND, INC. for permission to erect the poles, wires, and fixtures described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to erect Poles, wires, and fixtures under said order. And that thereupon said order was duly adopted.

City/Town Clerk.

.....
.....
.....
.....

Board or Council of Town or City, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of the location order and certificate of hearing with notice adopted by the of the City of
Massachusetts, on the day of 20 and recorded with the records of location orders of the said City, Book , and Page . This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:
City/Town Clerk

APR 0 1 2026

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

ABUTTERS LIST REQUEST

Name: Kerri Rufo
Address of Property Biagiotti Way

Telephone Number X-2221

I request one copy of the following abutters list and three copies o
of this service shall be $2.00 per name. The list shall be available
requested date or earlier.

Signature of applicant _____

Types of Abutters

There are four types of abutters lists which may be required in the
are seeking approval from and the particular request you are mak
contact the applicable board or commission to determine which o

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

A. Direct Abutters - Direct Abutters to Parcel a

This list contains direct abutters only. Properties across
not been discontinued, are not included. **(This list shou
improved if road construction is involved.)**

B. Abutters Within 100 Feet

This list contains all abutters within 100 feet of the parc
ways, municipal borders or bodies of water.

C. Abutter to Abutter Within 300 Feet

This list contains abutters to direct abutters within 300
between the subject parcel and the abutting property wi

D. All Property Owners Within 300 Feet (Cell Tow

This list contains all properties within 300 feet of the subject parcel.
apply.

7 Parcels

Assessor's Signature John B Speidel Date 4/6/26 Amount $14.00

Rev. 4/30/07

TOWN OF BILLERICA
Billerica, Massachusetts 01821

Date 4/6/26

Payee Natural Gas (Kerri Rufo)

the sum of $14.00

For Abutters list

Account # 11-118-1325

Biagiotti Way

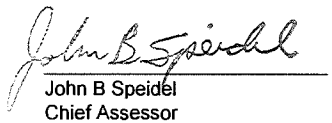
- ☐ BOARD OF HEALTH
- ☐ BUILDING
- ☐ ENGINEERING
- ☐ FIRE DEPT.
- ☐ D. P. W.
- ☐ ASSESSORS
- ☐ RECREATION
- ☐ DOG OFFICER
- ☐ BOARD OF APPEALS
- ☐ LIBRARY
- ☐ POLICE
- ☐ SELECTMEN
- ☐ TOWN CLERK
- ☐ TREASURER
- ☐ ELECTRICAL
- ☐ PLUMBING
- ☐ SCHOOL
- ☐ PLANNING BOARD

☐ CASH ☐ CHECK ☐ MONEY ORDER

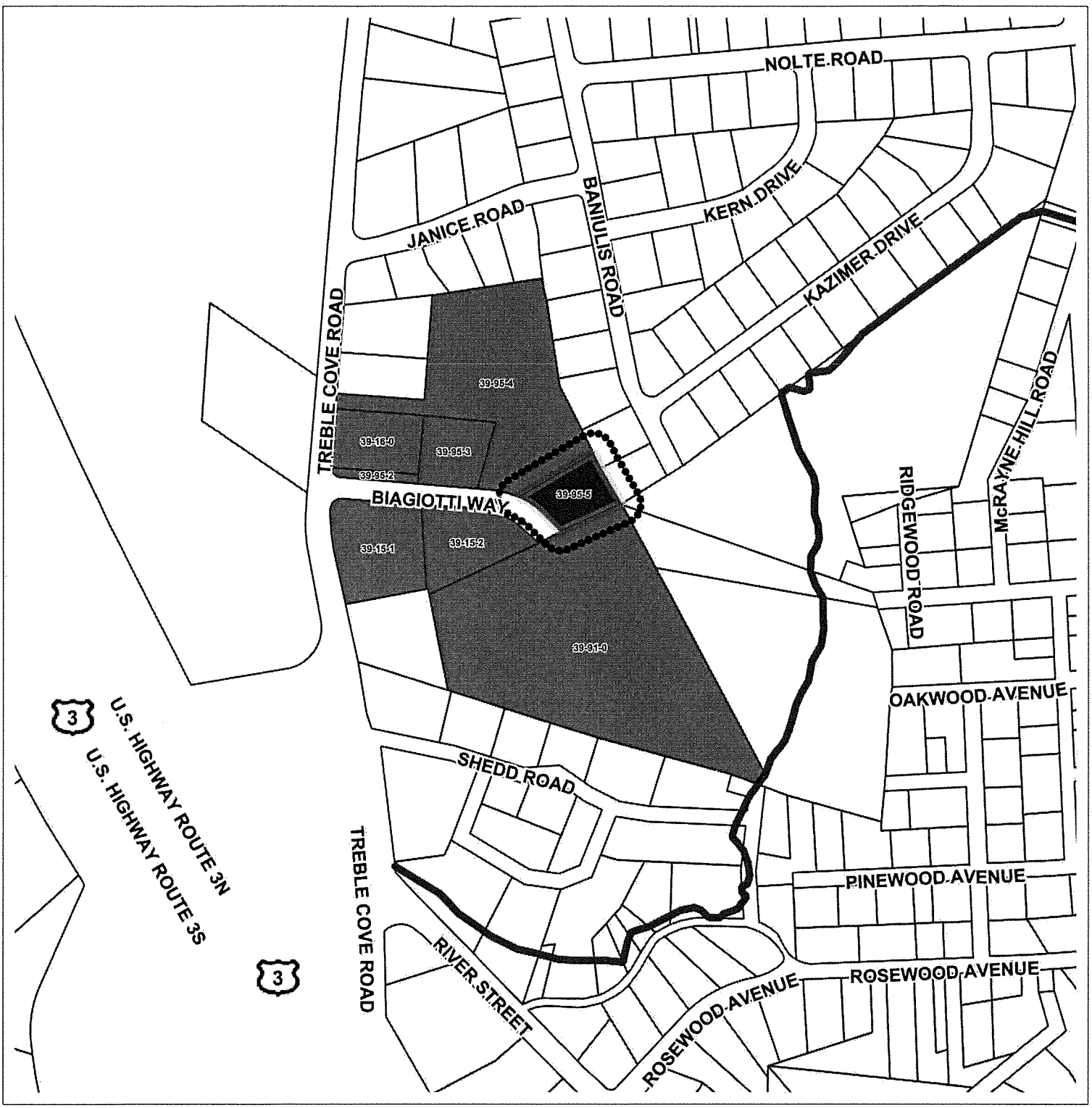
PARCEL ID	LOCATION	OWNER 1	OWNER 2	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP CODE
39-15-1	210 TREBLE COVE RD	210 TREBLE COVE LLC		311 CONCORD RD		BILLERICA	MA	01821-4117
39-15-2	6 BIAGIOTTI WY	PRINCE EVAN JOEL	BOLTON ANNA BETH	6 BIAGIOTTI WAY		BILLERICA	MA	01862-2200
39-16-0	206 TREBLE COVE RD	SOUZA EDWARD	SOUZA DEBRA	206 TREBLE COVE RD		N BILLERICA	MA	01862
39-91-0	10 BIAGIOTTI WY	TOWN OF BILLERICA	PUBLIC SCHOOL (PART OF DUTILE)	365 BOSTON RD		BILLERICA	MA	01821
39-95-2	TREBLE COVE RD	BIAGIOTTI JOHN J., JR.		5 BIAGIOTTI WY		NO. BILLERICA	MA	01862
39-95-3	5 BIAGIOTTI WY	BIAGIOTTI JOHN J., JR	BIAGIOTTI KATHLEEN A	5 BIAGIOTTI WAY		NO. BILLERICA	MA	01862
39-95-4	DUTILE SCHOOL RD	BIAGIOTTI JOHN J.		198 TREBLE COVE RD.		NO. BILLERICA	MA	01862
39-95-5	9 BIAGIOTTI WY	BIAGIOTTI DEBORAH A.		9 BIAGIOTTI WAY		NO. BILLERICA	MA	01862

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 made to ensure 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
April 6, 2026



Abutters map for Biagiotti Way using direct abutters (National Grid)

Printed on 04/06/2026 at 03:27 PM

Legend

- Parcel Boundary Selection
- Parcel Boundary

TOWN OF BILLERICA INCORPORATED 1655 MASSACHUSETTS

he data shown on this site are rovided for informational and lanning purposes only. The own and its consultants are not esponsible for the misuse or

0 760 1520 ft

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*

ABUTTERS NOTICE

RE: Public Hearing – Utility Pole Petition (Biagiotti Way)

Dear Abutter,

In accordance with the provisions of Massachusetts General Laws, Chapter 166, §§ 21 and 22, you are hereby notified that the Billerica Select Board will hold a Public Hearing on:
Monday, April 27, 2026
Time: 6:00 PM

Location:
Select Board Meeting Room
Town Hall
365 Boston Road
Billerica, MA
Remote Participation:
Zoom: https://us02web.zoom.us/j/83477138002
Phone: 1-929-205-6099

Petition of:
Massachusetts Electric Company d/b/a National Grid and Verizon New England, Inc.

Request:
For permission to locate poles, wires, and fixtures, including the installation of two (2) new joint-owned utility poles and the relocation of one (1) existing pole with associated anchors, along and across Biagiotti Way, Billerica, Massachusetts.
The proposed work is to extend three-phase overhead primary service to a new business customer located at 155 Treble Cove Road, including installation of new poles and relocation of an existing pole within the public way. Also requested is permission to lay and maintain underground cables, wires, and related fixtures in the above or intersecting public ways for distribution purposes.

Plans are on file with the Select Board Office and may be reviewed during normal business hours.
All interested parties are invited to attend and be heard.

By order of the Select Board
Town of Billerica

HEARING NOTICES FOR
NATIONAL GRID, VERIZON AND COMCAST
POLE PETITION LOCATIONS, CONDUIT, ETC.

To be on April 27, 2026 Select Board Meeting

☐ DPW **☐ Electrical Inspector** **☐ Safety Officer, Police**

Location of Pole/Conduit:	**Biagiotti Way**
Purpose of Pole/Conduit:	National Grid and Verizon are requesting approval to install two new utility poles and relocate one existing pole on Biagiotti Way. This work is needed to extend electrical service (three-phase power) to a new business customer at 155 Treble Cove Road. The project also includes associated equipment such as anchors and overhead wiring adjustments to support the new service. • 2 new poles • 1 pole relocation • Location: Biagiotti Way • Purpose: Bring power to new business at 155 Treble Cove Rd
Plan #:	**31174068**
Comments on Plan:	
Any Interference with line of sight?	**☐ YES** **☐ NO**
Markings for Fire Hydrant Needed?	**☐ YES** **☐ NO**
Resident's Complaints?	
Signature:	
Date:	
Please return to the Select Board Office By:	**April 17, 2024**

Mike Ballou

HEARING NOTICES FOR NATIONAL GRID, VERIZON AND COMCAST POLE PETITION LOCATIONS, CONDUIT, ETC.

Received
APR 06 2026
Building Department
Billerica, MA

To be on April 27, 2026 Select Board Meeting

☐ DPW ☐ Electrical Inspector ☐ Safety Officer, Police

Location of Pole/Conduit:	**Biagiotti Way**	
Purpose of Pole/Conduit:	National Grid and Verizon are requesting approval to install two new utility poles and relocate one existing pole on Biagiotti Way. This work is needed to extend electrical service (three-phase power) to a new business customer at 155 Treble Cove Road. The project also includes associated equipment such as anchors and overhead wiring adjustments to support the new service.	
	• 2 new poles • 1 pole relocation • Location: Biagiotti Way • Purpose: Bring power to new business at 155 Treble Cove Rd	
Plan #:	**31174068**	
Comments on Plan:	NO	
Any Interference with line of sight?	☐ **YES**	☑ **NO**
Markings for Fire Hydrant Needed?	☐ **YES**	☑ **NO**
Resident's Complaints?	NO	
Signature:	Mike Ballou	
Date:	4/14/26	
Please return to the Select Board Office By:	**April 17, 2024**	

RCVD APR 15 2026
Billerica Town Manager AM11:

HEARING NOTICES FOR
NATIONAL GRID, VERIZON and COMCAST
POLE LOCATIONS, CONDUIT, ETC.

☒**DPW**

Location of Pole/Conduit:	Biagiotti Way
Reason of Pole/Conduit:	National Grid and Verizon are requesting approval to install two new utility poles and relocate one existing pole on Biagiotti Way.
Plan #:	31174068

Comments on Plan:

The permissions and easement(s) required to complete this service through the school property have not been completed yet. We would recommend waiting until the entire route is approved and easements are in place before placing poles.

The Water and Wastewater (Sewer) Divisions are not notified by Digsafe to mark utilities. Must call 978-671-0956 (Wastewater) and 978-671-0957 (Water) to request marking of water and sewer lines.

DO NOT PROCEED WITHOUT CONFIRMATION OF WATER AND SEWER MARKINGS.

Contractor is responsible to locate and protect all existing drainage pipes and structures, as well as all other property within work site. Any damaged property must be reported to DPW, and promptly repaired by the contractor. Notify Engineering Office (978-671-1300) any time drainage pipes or structures are exposed.

A Street Opening Permit from DPW (978-436-9178) is required for any underground excavations for conduit, cables, wires, manholes, etc. placed within the right-of way. All Right of Way Opening Rules and Regulations must be followed. A site walk must be scheduled with DPW (978-436-9178) after water and sewer are marked out, prior to approval of any Street Opening Permit work (if required).

Contractor Acknowledgement Form is attached for signature.

Signature:	Stephen Robertson DPW Representative
Date:	**4/17/26**

Please return to the Select Board Office by: April 17, 2026

HEARING NOTICES FOR
NATIONAL GRID, VERIZON and COMCAST
POLE LOCATIONS, CONDUIT, ETC.

CONTRACTOR ACKNOWLEDGEMENT FORM

Location of Pole/Conduit:	Biagiotti Way
Reason of Pole/Conduit:	National Grid and Verizon are requesting approval to install two new utility poles and relocate one existing pole on Biagiotti Way.
Plan #:	31174068

Comments on Plan:

The permissions and easement(s) required to complete this service through the school property have not been completed yet. We would recommend waiting until the entire route is approved and easements are in place before placing poles.

The Water and Wastewater (Sewer) Divisions are not notified by Digsafe to mark utilities. Must call 978-671-0956 (Wastewater) and 978-671-0957 (Water) to request marking of water and sewer lines.

DO NOT PROCEED WITHOUT CONFIRMATION OF WATER AND SEWER MARKINGS.

Contractor is responsible to locate and protect all existing drainage pipes and structures, as well as all other property within work site. Any damaged property must be reported to DPW, and promptly repaired by the contractor. Notify Engineering Office (978-671-1300) any time drainage pipes or structures are exposed.

A Street Opening Permit from DPW (978-436-9178) is required for any underground excavations for conduit, cables, wires, manholes, etc. placed within the right-of way. All Right of Way Opening Rules and Regulations must be followed. A site walk must be scheduled with DPW (978-436-9178) after water and sewer are marked out, prior to approval of any Street Opening Permit work (if required).

I hereby certify that I am aware of these DPW comments regarding the work described.

_____ _____
Signature – Utility Company Representative **Date**

_____
Print Name – Utility Company Representative

_____
Utility Company Name

HEARING NOTICES FOR
NATIONAL GRID, VERIZON AND COMCAST
POLE PETITION LOCATIONS, CONDUIT, ETC.

To be on April 27, 2026 Select Board Meeting

☐ **DPW** ☐ **Electrical Inspector** ☐ **Safety Officer, Police**

Location of Pole/Conduit:	**Biagiotti Way**
Purpose of Pole/Conduit:	National Grid and Verizon are requesting approval to install two new utility poles and relocate one existing pole on Biagiotti Way. This work is needed to extend electrical service (three-phase power) to a new business customer at 155 Treble Cove Road. The project also includes associated equipment such as anchors and overhead wiring adjustments to support the new service. • 2 new poles • 1 pole relocation • Location: Biagiotti Way • Purpose: Bring power to new business at 155 Treble Cove Rd
Plan #:	**31174068**
Comments on Plan:	No Comments
Any Interference with line of sight?	☐ **YES** ☒ **NO**
Markings for Fire Hydrant Needed?	☐ **YES** ~~☒ NO~~
Resident's Complaints?	No Known Complaints
Signature:	Sgt. #89
Date:	14 April 2026
Please return to the Select Board Office By:	**April 17, 2024**

4/27

LICENSE APPLICATION
BILLERICA SELECT BOARD

Fee Paid: $ 25.00 / 1500.00 CK# 1553

ACTION: ☐ **NEW** **or** ☐ **CHANGE**

Licensee of Business:		
Doing Business As: Funcity Adventure Park		
Street Address: 700 Boston Rd, Billerica MA		**Assessors Plate/Parcel:**
Phone #: 774-9554399	**Zip Code:** 01821	**Tax ID #:**
Alt. Phone #:	**Email:** jun@funcitymgmt.com	

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.

The premises consists of approximately 30,000 sqft on one floor. The facility in trampoline, rope course, climbing attractions, arcade area, party rooms, and general seating. The building contains two single-user bathrooms, and two multi-stall. There is one main entrance and 3 exits located at the rear of the premises. The space was previously operated as a trampoline park, and no significant construction or structural changes are proposed.

REQUIRED SIGNATURES: (Obtain necessary approvals before submission)

Building Inspector:	**Date:** March 30, 2026
Comments: Needs permit for arcade	
Board of Health:	**Date:** 3/30/26
Comments:	
Police:	**Date:** 3/30/26
Comments:	
Fire:	**Date:** 3-30-26
Comments:	
Treasurer:	**Date:** 3-30-26
Comments:	

Manager's Name: Jun Kit Lo		
Street Address: 6203 Thompson Farm		
City/Town/State/Zip: Bedford, MA, 01730		
Phone #: 631 829 1157	**Tax ID #:**	**Email:** junlo3@outlook.com

Jun@funcitymgmt.com

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

Weekday (Monday-Friday):	10AM - 10PM
Saturday:	10AM - 10PM
Sunday:	10AM - 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	**□ YES**	**□ NO**	
MOTOR VEHICLE (Circle Option):	**Class I**	**Class II**	**Class III**
HAZARDOUS MATERIAL STORAGE (List Type):			
ENTERTAINMENT:			
Weekday: (Per MGL, Ch. 140, Section 183A or 181):	10AM - 10PM		
Sunday: (Per MGL, Ch. 136 – Form 90 Required):	10AM - 10PM		
Type of Entertainment:	Indoor recreational entertainment including trampoline, rope course, climbing attractions, and arcade games. No live music or adult 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: TP-FC-001	**#5:** PG-FC-001
#2: RC-FC-001	**#6:** FP-FC-001
#3: RC-FC-001	**#7:** FP-FC-002
#4: BB-FC-001	**#8:**

OTHER (Circle Option):

Taxi **Bowling** **Other:** _____

Licensees Signature:	**Date:** 3/24/26
Title: 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:

_____

_____

_____

TOWN OF BILLERICA

APPLICATION FOR ENTERTAINMENT
AUTHORITY M.G.L. CHAPTER 140, SECTION 183A

(No Fee if Licensed under Chapter 140, Section 2 Common Victualer)

☐ **ONE DAY:** ☑ **ANNUAL:**

Name of Applicant: Jun Zhang **Name of Business:** Funcity Adventure Park

Address of Business: 700 Boston Rd, Billerica MA **Mailing Address:** _____ **(If Different)**

Email: Jun63@outlook.com **Phone #:** 631 829 1151

Please Check All That Apply:

Day: ☑ Weekday (Monday-Friday) ☑ Saturday ☑ Sunday (If Sunday, Form 90 Required)

Dancing: ☐ By Patrons ☐ By Entertainers ☑ No Dancing

Music: ☐ Recorded ☐ Juke Box ☐ Live Music ☐ Amplification System ☑ No Music

Shows: ☐ Theatre ☐ Movies ☐ Floor Show ☐ Light Show ☑ No Show

☐ Any dynamic audio or visual show whether live or recorded

Nudity: ☐ Nudity, as described in *M.G.L.* c. 140, § 183A ☑ No Nudity

Admission: Yes ☑ No ☐ If yes, how much $_____

Costumes Worn: Yes ☐ No ☑ If yes, describe_____

Other: Bowling____ Video Games _____ Billiard Tables____Other Auto Amusement_____ (Indicate Quantity)

Please fully describe the proposed entertainment: (*Type, dates, hours of operation, costumes worn, indoors/outdoors, number of maximum patrons/attendees, etc. Use separate sheet of paper if needed.)*

Funcity Adventure Park is a 30,000 sqft indoor family entertainment facility featuring trampolines, a rope course, climbing attentions, arcade games, and party rooms. The facility operates year-round from approximately 10 AM to 10 pm, with seasonal variations, and hosts birthday parties and events. No alcohol, live entertainment, dancing, or adult entertainment will be provided.

Jun Zhang
Applicant

3/24/26
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: Funcity Billerica Corp

Address: 700 Boston Rd

City/State/Zip: Billerica, MA, 01821 Phone #: 774-955-4399

Are you an employer? Check the appropriate box:

1. ☑ I am a employer with _____ 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: Berkshire Hathaway Guard

Insurer's Address: 1201 Dove St Suite 240

City/State/Zip: Newport Beach, CA 92660

Policy # or Self-ins. Lic. #: FUWC766505 Expiration Date: 3/13/27

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: _____ Date: 3/24/26

Phone #: 774-955-4399

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

Criminal Record Background Check

Date: 3/21/2026

Release: I, Anna Kotlo [redacted]
Name of Applicant

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.

Anna Kotlo
Signature of Applicant

Application Approved: _____

Application Denied: _____ **Reason:** _____

_____

_____

kevin@sunstarvending.com

From: agustin@sunstarvending.com
Sent: Friday, March 27, 2026 8:35 AM
To: kevin@sunstarvending.com
Subject: FW: 03-24-26 Games/Serial #'a for Games going to Fun City Billerica MA

700 Boston Rd

From: Paul Chin <paulchin@sunstarvending.com>
Sent: Tuesday, March 24, 2026 2:42 PM
To: agustin@sunstarvending.com; Jasoncho777@gmail.com
Subject: 03-24-26 Games/Serial #'a for Games going to Fun City Billerica MA

Agustin email this to Nick Zhang please

Name of Game:	Serial Number:
Bigfoot Mayhem	C78924072000018
Jurassic Park	JURASSIC-8382
Godzilla Motion DLX	GDLX-1117
Bigfoot Smash	C80525122400005
Pinata Smashlings LCD	T44024042700008
Pinata Smashlings LCD	T44024042700003
Pinata Smashlings LCD	T44024042700019
Pinata Smashlings LCD	T44024042700011
Monopoly Roll N Go	RM-66628
Boxer Fire	BOX-35761
Air Hockey FX	AF-77716
Whack N Win	WN-53409
Ticket Ring	L-37749
Ticket Monster	909
Whack A Clown	WL-62200
Hoop FX	NS-34280-FX) one game
Hoop FX	NS-34279-FX
Angry Birds Boom	ABB-1537
Sweet Shoppe Candy Crane	2304944
Lucky Duck 2	2401722
Jackpot Racer	JPR-1019

20 games total

SB Max fee $1500.

$1500.00 games
25.00 - SB hearing

Citizens Bank
5-7017/2110

1553

Sunstar Vending Inc.
325 New Boston Street
Woburn, MA 01801

3/27/26

PAY TO THE ORDER OF Town of Billerica $ 1525.00

One Thousand Five Hundred Twenty Five Dollars DOLLARS

MEMO Amusement License 2026

VALID VALID
VALID VALID
VALID VALID
VALID VALID

AUTHORIZED SIGNATURE

[redacted]

Sunstar Vending Inc. 1553

Fun city

Sunstar Vending Inc. 1553

Rev 3/19 104621 10462

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*

Mailed 4/2/26

ABUTTERS MEETING NOTICE

Notice is hereby given that the Billerica Select Board will hold a Meeting on Monday, April 27, 2026 at 6:00 PM, in the Select Board Meeting Room, Town Hall, 365 Boston Road, Billerica, Massachusetts, and via remote participation:

Zoom: https://us02web.zoom.us/j/83477138002
Phone: 1-929-205-6099

To consider the application of:

Fun City Adventure Park
900 Boston Road
Billerica, MA

For an Amusement and Entertainment License, pursuant to Massachusetts General Laws Chapter 140 Section 181 and Massachusetts General Laws Chapter 140 Section 183A, and in accordance with applicable Town regulations.

Proposed Hours of Operation:
Sunday through Saturday: 10:00 AM – 10:00 PM

Said premises are located within your neighborhood, and you are hereby notified as an abutter or party of interest. You may attend the meeting in person or remotely to provide comment or ask questions regarding this application.

Billerica Select Board

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

Received
MAR 25 2026
Board of Assessors
Billerica, MA

JOHN B. SPEIDEL, *Chairman*
RICK LADD, *Associate*

Tele: (978) 671-0971

ABUTTERS LIST REQ
(please print clearly

Jun Zhang

*Name Funcity Adventure Park *Date 3/25/26

*Address of Property 700 Boston Rd Billerica MA *Parcel

*Telephone Number 508-445-8584
771-955-9399

I request one copy of the following abutters list and three copies of the labe
service shall be $2.00 per name. The list shall be available five to ten (5-1(

Signature of applicant Jun Zhang

Types of Abutters

There are four types of abutters lists which may be required in the Town of
approval from and the particular request you are making determines the typ
board or commission to determine which of the following will be required

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

(A.) **Direct Abutters - Direct Abutters to Parcel and Road**

This list contains direct abutters only. Properties across public ri
discontinued, are not included. **(This list should include direct a
construction is involved.)**

B. Abutters Within 100 Feet

This list contains all abutters within 100 feet of the parcel, notwi
borders or bodies of water.

C. Abutter to Abutter Within 300 Feet

This list contains abutters to direct abutters within 300 feet of the
subject parcel and the abutting property within 300 feet, the own

D. All Property Owners Within 300 Feet OR (Cell Towers – All Property Within 500 Feet)
(Please circle 300 feet or 500 feet)

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

TOWN OF BILLERICA
Billerica, Massachusetts 01821

Date 3/31/26

Payee Jun Zhang. Funcity Adventure Park

the sum of $160.00.

For Abutters list.

Account # 11418-43225

700 Boston Rd (A).

- ☐ BOARD OF HEALTH
- ☐ BUILDING
- ☐ ENGINEERING
- ☐ FIRE DEPT.
- ☐ D. P. W.
- ☑ ASSESSORS
- ☐ RECREATION
- ☐ DOG OFFICER
- ☐ BOARD OF APPEALS
- ☐ LIBRARY
- ☐ POLICE
- ☐ SELECTMEN
- ☐ TOWN CLERK
- ☐ TREASURER
- ☐ ELECTRICAL
- ☐ PLUMBING
- ☐ SCHOOL
- ☐ PLANNING BOARD

Received
MAR 30 2026
Board of Assessors
Billerica, MA

- ☑ CASH
- ☐ CHECK
- ☐ MONEY ORDER

Office Use Only

82 Parcels - 2 Applicant - 0 Duplicates = 80 Total

Assessor's Signature John B. Speidel Date: Amount: $160.00

Rev. 11/4/25



Abutters map for parcel 80-41-1 using direct abutters

Printed on 03/31/2026 at 10:00 AM

Legend

- Parcel Boundary Selection
- Parcel Boundary

TOWN OF BILLERICA INCORPORATED 1655 MASSACHUSETTS

0 1500 3000 ft

he data shown on this site are rovided for informational and lanning purposes only. The own and its consultants are not esponsible for the misuse or

PARCEL ID	LOCATION	OWNER 1	OWNER 2	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP CODE
80-129-1	674 BOSTON RD	ROCKLAND TRUST		288 UNION ST		ROCKLAND	MA	02370
80-129-2	REAR BOSTON RD	VALLEY PROPERTIES INC		875 EAST ST		TEWKSBURY	MA	01876
80-147-0	10 GARDEN BROOK RD	LEMELIN PATRICK J	LEMELIN MORGANA	10 GARDEN BROOK RD		BILLERICA	MA	01821
80-41-1	700 BOSTON RD	VALLEY MB LLC	C/O DEMOULAS SUPER MARKET INC	875 EAST ST		TEWKSBURY	MA	01876
80-43-1	4 HEAVENLY WY	MATHESON BRIAN	MATHESON ERIN	4 HEAVENLY WAY		BILLERICA	MA	01821
80-45-0	5 HEAVENLY WY	EDUARDO + DEBORAH ARROCO REVOC	ARROCO DEBORAH P TR	5 HEAVENLY WY		BILLERICA	MA	01821
80-46-0	4 GARDEN BROOK RD	BURGOS ROBERTO A		4 GARDEN BROOK RD		BILLERICA	MA	01821
80-47-0	8 GARDEN BROOK RD	SHAUGHNESSY JOHN	SHAUGHNESSY ELAINE M.	8 GARDEN BROOK RD.		BILLERICA	MA	01821
80-49-1	14 GARDEN BROOK RD	HAWLEY LIVING TRUST	HAWLEY GEORGE H TR	14 GARDEN BROOK RD		BILLERICA	MA	01821-5217
80-50-1	16 GARDEN BROOK RD	MATHESON KEVIN J	MATHESON COURTNEY	16 GARDEN BROOK RD		BILLERICA	MA	01821-5217
80-67-1	UNKNOWN	UNKNOWN OWNER	HEIRS OF EDGAR P SELLEW	TOWN HALL	365 BOSTON RD	BILLERICA	MA	01821
80-95-0	30 ARCADIA RD	HAMILTON MICHELLE	HAMILTON ALLAN, JR.	30 ARCADIA RD		BILLERICA	MA	01821
81-3-0	24 ARCADIA RD	KHALIFA ABBAS	KHALIFA ANISHA	24 ARCADIA RD		BILLERICA	MA	01821
81-4-0	22 ARCADIA RD	GILDEA KEVIN	GILDEA KAREN	22 ARCADIA RD		BILLERICA	MA	01821-5231
89-164-0	720 BOSTON RD	BOSTON OIL CHANGE LLC		8 TWO MILE RD.		FARMINGTON	CT	06032
89-165-0	722 BOSTON RD	YASHI REALTY TRUST	PATEL VIRALKUMAR S TR	49 FOX HILL ST		WESTWOOD	MA	02090-1117
89-166-0	726 BOSTON RD	REALTY INCOME CORP.	PM DEPT 0917	11995 EL CAMINO REAL		SAN DIEGO	CA	92130
89-196-1	718 BOSTON RD	VALLEY PROPERTIES INC.		875 EAST ST		TEWKSBURY	MA	01876
90-1-1	16 ARCADIA RD	STAIRS KELLY A		16 ARCADIA RD		BILLERICA	MA	01821-5232
90-2-0	14 ARCADIA RD	DENNIS AND CHRISTINE CARSNO FAMILY TRUST	CARSNO CHRISTINE R TR	14 ARCADIA RD		BILLERICA	MA	01821
90-3-0	10 ARCADIA RD	DUNBECK STEPHEN III	DUNBECK TYLER G	10 ARCADIA RD		BILLERICA	MA	01821-5232
90-4-3	6 ARCADIA RD	PATEL JITENDRA C	PATEL PRITI R	6 ARCADIA RD		BILLERICA	MA	01821
71-12-1-14	159 ALLEN RD UNIT 14	DICENZO CATHERINE		159 ALLEN RD # 14		BILLERICA	MA	01821-5226
71-12-1-15	159 ALLEN RD UNIT 15	JAMGOCHIAN JEANNE		8901 SE RIVERFRONT TERR		TEQUESTA	FL	33469-1827
71-12-1-16	159 ALLEN RD UNIT 16	LAWRENCE J MCNEILL IRREV TR	MORAIS KRISTY L TR	159 ALLEN RD, UNIT 16		BILLERICA	MA	01821-5226
71-12-1-17	159 ALLEN RD UNIT 17	GAILE T JENKINS REAL ESTATE TRUST	JENKINS GAIL T TR	159 ALLEN RD #17		BILLERICA	MA	01821-5226
71-12-1-18	159 ALLEN RD UNIT 18	MCDEVITT FAMILY TRUST	MCDEVITT ROBERT E TR	159 ALLEN RD, UNIT 18		BILLERICA	MA	01821-5226
71-12-1-19	159 ALLEN RD UNIT 19	BURNS DONALD P	BURNS MARY E	159 ALLEN RD, UNIT 19		Billerica	MA	01821-5226
71-12-1-20	159 ALLEN RD UNIT 20	VAN DER LAAN SYTZE S	FISHER ELIZABETH	14 VALLEY ROAD		LEXINGTON	MA	02421-4217
71-12-1-21	159 ALLEN RD UNIT 21	TOMEI REMO TRS	TOMEI ROSE TRS	159 ALLEN RD, UNIT 21		Billerica	MA	01821-5226
71-12-1-22	159 ALLEN RD UNIT 22	EGAN JEAN M		159 ALLEN RD, UNIT 22		Billerica	MA	01821-5226
71-12-1-23	159 ALLEN RD UNIT 23	GLOCK CATHERINE M		159 ALLEN RD, UNIT 23		Billerica	MA	01821-5226
71-12-1-24	159 ALLEN RD UNIT 24	ISKANDER-FARAGALLA REALTY TRUS	ISKANDER NAGI Z TR	159 ALLEN RD UNIT 24		BILLERICA	MA	01821
71-12-1-25	159 ALLEN RD UNIT 25	LAWRENCE W STONE FAMILY TRUST	STONE CATHERINE A TR	159 ALLEN RD UNIT 25		BILLERICA	MA	01821-5226
71-12-1-13	159 ALLEN RD UNIT 13	CURRIE WENDY L		5 JORDAN ST		CHELMSFORD	MA	01863
71-12-1-7	159 ALLEN RD UNIT 7	MACDONALD LORI	MACDONALD COURTNEY E	159 ALLEN RD UNIT #7		BILLERICA	MA	01821-5219
71-12-1-8	159 ALLEN RD UNIT 8	MIANO STEPHEN M	MIANO MARY P	159 ALLEN RD # 8		BILLERICA	MA	01821-5219
71-12-1-10	159 ALLEN RD UNIT 10	OCONNELL BARBARA D		159 ALLEN RD # 10		BILLERICA	MA	01821-5219
71-12-1-11	159 ALLEN RD UNIT 11	THE DESANTIS FAMILY TRUST		2 TEMPLE TERRACE		BEDFORD	MA	01730-1233
71-12-1-12	159 ALLEN RD UNIT 12	NOONAN JOHN L TR	NOONAN FAMILY REALTY TRUST	55 SALEM RD		BILLERICA	MA	01821
71-12-1-43	159 ALLEN RD UNIT 43	159 ALLEN ROAD UNIT 43 REALTY	FULGONI SHIRLEY A TR	159 ALLEN RD #43		BILLERICA	MA	01821-5248
71-12-1-44	159 ALLEN RD UNIT 44	CONLEY NOMINEE TRUST	CONLEY JOSEPH S TR	159 ALLEN RD #44		BILLERICA	MA	01821-5248
71-12-1-45	159 ALLEN RD UNIT 45	OBRIEN WILLIAM J + HELEN	BOSSI LAURA + RILEY DEBRA	159 ALLEN RD #45		BILLERICA	MA	01821-5250
71-12-1-46	159 ALLEN RD UNIT 46	MITZA GEORGETTE A		159 ALLEN RD #46		BILLERICA	MA	01821-5250
71-12-1-47	159 ALLEN RD UNIT 47	BACCI REALTY TRUST	BACCI BARBARA H TR	159 ALLEN RD #47		BILLERICA	MA	01821-5250
71-12-1-48	159 ALLEN RD UNIT 48	KILFOYLE FAMILY TRUST	KILFOYLE KENNETH TR	159 ALLEN RD # 48		BILLERICA	MA	01821-5250
71-12-1-9	159 ALLEN RD UNIT 9	DONATI KATHLEEN S		159 ALLEN RD # 9		BILLERICA	MA	01821-5219
71-12-1-26	159 ALLEN RD UNIT 26	MARY C GIUSTI IRREVOCABLE TR	LAMB CATHERINE A TR	159 ALLEN RD # 26		BILLERICA	MA	01821-5226
71-12-1-27	159 ALLEN RD UNIT 27	MITCHELL MARK	MITCHELL SUSAN	159 ALLEN RD #27		BILLERICA	MA	01821-5233
71-12-1-28	159 ALLEN RD UNIT 28	OIESEN JAMES F		159 ALLEN RD #28		BILLERICA	MA	01821-5233
71-12-1-49	159 ALLEN RD UNIT 49	VIDYAMURTHY GANAPATHY RAMAN		159 ALLEN ROAD	UNIT 49	BILLERICA	MA	01821
71-12-1-50	159 ALLEN RD UNIT 50	DISARCINA FAMILY REVOCABLE TRU	DISARCINA GENNARO TR	159 ALLEN RD #50		BILLERICA	MA	01821-5250
71-12-1-51	159 ALLEN RD UNIT 51	DORAZIO DANIEL J		159 ALLEN RD #51		BILLERICA	MA	01821-5250
71-12-1-52	159 ALLEN RD UNIT 52	MU ZHEN		159 ALLED RD #52		BILLERICA	MA	01821-5250
71-12-1-53	159 ALLEN RD UNIT 53	RT FAMILY TRUST	TOMEI FRANCES	159 ALLEN RD # 53		BILLERICA	MA	01821-5250
71-12-1-54	159 ALLEN RD UNIT 54	RICH JOANNE		102 COMINGTEE RANGE		SUMMERVILLE	SC	29485-5221
71-12-1-55	159 ALLEN RD UNIT 55	MACARIS ALFRED	MACARIS MONIKA	159 ALLEN RD #55		BILLERICA	MA	01821-5250
71-12-1-56	159 ALLEN RD UNIT 56	LACARBONARA MARTIN R	LACARBONARA LINDA P	159 ALLEN RD # 56		BILLERICA	MA	01821-5250
71-12-1-57	159 ALLEN RD UNIT 57	FREDERICK P + ANNIDA M WALKER IRREVOC LIVING TR	WALKER-CAFARO MELISSA TR	159 ALLEN RD #57		BILLERICA	MA	01821-5250
71-12-1-29	159 ALLEN RD UNIT 29	BROWN FAMILY IRREV TRUST	BROWN JAMES N TR	159 ALLEN RD #29		BILLERICA	MA	01821-5233
71-12-1-30	159 ALLEN RD UNIT 30	THE SULLIVAN ALLEN ROAD REV TR	SULLIVAN JANE M	159 ALLEN RD #30		BILLERICA	MA	01821-5233
71-12-1-31	159 ALLEN RD UNIT 31	BOVA CECILIA M		159 ALLEN RD # 31		BILLERICA	MA	01821-5233
71-12-1-32	159 ALLEN RD UNIT 32	VIOLA FAMILY TRUST	VIOLA CAROL A.	159 ALLEN RD #32		BILLERICA	MA	01821-5248
71-12-1-33	159 ALLEN RD UNIT 33	LECLAIR KEVIN R	LECLAIR ROSE M	159 ALLEN RD # 33		BILLERICA	MA	01821-5248
71-12-1-34	159 ALLEN RD UNIT 34	NORMAN & ELIZABETH VAN GUNDY REV TR	VAN GUNDY ELIZABETH F TR	159 ALLEN RD	UNIT 34	BILLERICA	MA	01821
71-12-1-35	159 ALLEN RD UNIT 35	BERKELEY FAMILY TRUST	BERKELEY, BRIAN T TR BERKELEY, MAURA A TR	159 ALLEN RD #35		BILLERICA	MA	01821-5248

71-12-1-36	159 ALLEN RD UNIT 36	DENAPOLI WILLIAM L	DENAPOLI SHEILA A	159 ALLEN # 36		BILLERICA	MA	01821-5248
71-12-1-37	159 ALLEN RD UNIT 37	JOHN + CAMILLE CONNOLLY FAM TR	CONNOLLY CAMILLE M TR	159 ALLEN RD	UNIT 37	BILLERICA	MA	01821
71-12-1-38	159 ALLEN RD UNIT 38	MOZZICATO GLORIA		159 ALLEN RD #38		BILLERICA	MA	01821-5248
71-12-1-39	159 ALLEN RD UNIT 39	BARSKIY ALEKSANDR		159 ALLEN RD #39		BILLERICA	MA	01821-5248
71-12-1-40	159 ALLEN RD UNIT 40	CLARK FAMILY REVOCABLE TRUST	CLARK DOUGLAS L	159 ALLEN RD #40		BILLERICA	MA	01821-5248
71-12-1-41	159 ALLEN RD UNIT 41	CASERTA REVOC TRUST	CASERTA EDWARD TR	159 ALLEN RD #41		BILLERICA	MA	01821-5248
71-12-1-42	159 ALLEN RD UNIT 42	CARELIS FAMILY REVOC TR	CARELIS EFSTRATIOS K TR	159 ALLEN RD #42		BILLERICA	MA	01821-5248
71-12-1-1	159 ALLEN RD UNIT 1	STREB MICHAEL S	STREB PATRICIA M	159 ALLEN RD #1		BILLERICA	MA	01821-5219
71-12-1-2	159 ALLEN RD UNIT 2	COLLINS WILLIAM L JR	COLLINS GLORIA P	159 ALLEN RD #2		BILLERICA	MA	01821-5219
71-12-1-3	159 ALLEN RD UNIT 3	DOUCET CHARLENE M		159 ALLEN RD #3		BILLERICA	MA	01821-5219
71-12-1-4	159 ALLEN RD UNIT 4	JANET FAHEY FAMILY TRUST	GOLDBERG RENEE TR	159 ALLEN RD # 4		BILLERICA	MA	01821-5219
71-12-1-5	159 ALLEN RD UNIT 5	NAUGLER FRANCIS L	NAUGLER CAROLYN J	159 ALLEN RD #5		BILLERICA	MA	01821-5219
71-12-1-6	159 ALLEN RD UNIT 6	BROWN JAMES T	BROWN ELIZABETH	PO BOX 301		BILLERICA	MA	01821
90-1-2	2 HEAVENLY WY	MARSHALL LARRY A	MARSHALL CATHERINE E	2 HEAVENLY WAY		BILLERICA	MA	01821-5247
81-2-2	28 ARCADIA RD	KHALIFA MAHMADSADIK	KHALIFA MARIYAMBIBI	28 ARCADIA RD		BILLERICA	MA	01821
81-2-1	26 ARCADIA RD	POWERS SEAN	BERUBE SHANNON	26 ARCADIA ROAD		BILLERICA	MA	01821

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 made to ensure 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
March 31, 2026

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*

INVOICE

Date: April 7, 2026

Jun ZhangFun City Adventure Park
700 Boston Road
Billerica, MA 01821

Dear Jun,

Below is a breakdown for the certified mailing for your Public hearing on 04/27/26.
Legal ad Posted in the Lowell Sun on 4/13 & 4/20/26

Certified Mailing for 80 Residents	
Postage Amount: $10.44 x 80	$835.20
Supplies: Envelope, Paper & Labels @.50 x38	$80.50
Cost to Select Board's Office-Certified mailing	$915.70
Total due to the Town of Billerica	**$915.70**

This invoice will have to be paid before issuance of your Alcohol and Common Victualler License

Please mail a check payable to the Town of Billerica for:

Town of Billerica – Select Board - $915.70

To the following address:

Select Board's Office
Town Hall, Room 203
365 Boston Road
Billerica, MA 01821

Sincerely,
Kerri Rufo
Executive Confidential Secretary to the Billerica Select Board

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*

ABUTTERS MEETING NOTICE

Notice is hereby given that the Billerica Select Board will hold a Meeting on Monday, April 27, 2026 at 6:00 PM, in the Select Board Meeting Room, Town Hall, 365 Boston Road, Billerica, Massachusetts, and via remote participation:

Zoom: https://us02web.zoom.us/j/83477138002
Phone: 1-929-205-6099

To consider the application of:

Fun City Adventure Park
900 Boston Road
Billerica, MA

For an Amusement and Entertainment License, pursuant to Massachusetts General Laws Chapter 140 Section 181 and Massachusetts General Laws Chapter 140 Section 183A, and in accordance with applicable Town regulations.

Proposed Hours of Operation:
Sunday through Saturday: 10:00 AM – 10:00 PM

Said premises are located within your neighborhood, and you are hereby notified as an abutter or party of interest. You may attend the meeting in person or remotely to provide comment or ask questions regarding this application.

Billerica Select Board

Kerri Rufo

From: Mark LaLumiere
Sent: Monday, April 6, 2026 1:54 PM
To: Kerri Rufo
Subject: RE: Fun City

Kerri,

The State Building Inspectors conduct inspections on amusement rides.

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: Kerri Rufo <selectboard@billerica.gov>
Sent: Monday, April 6, 2026 11:45 AM
To: Mark LaLumiere <mlalumiere@billerica.gov>
Subject: Fun City

Mark,

Who does the inspections again for the trampoline park? Long walk from downstairs to upstairs..lol

Kerri Rufo
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.

LICENSE APPLICATION
BILLERICA SELECT BOARD

Fee Paid: $ 50.00 Hearing
CK# 9016
paid Cert. + Legal Ad
$212.65

Name change ACTION: ☐ NEW or ☑ CHANGE

Licensee of Business: JD Petroleum LLC		
Doing Business As: Billerica Gulf		
Street Address: 261 Boston Rd	**Assessors Plate/Parcel:**	
Phone #: 6176331988	**Zip Code:** 01862	**Tax** [redacted]
Alt. Phone #:	**Email:** JDPetroleum@Gmail.com	

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.

Ground flor, Approx 1200 Sqf, One bathroom.
Two front Entrances, One rear entrance

REQUIRED SIGNATURES: (Obtain necessary approvals before submission)

Building Inspector: Mark Fafumie	**Date:** 3-24-26
Comments:	
Board of Health: Kristin O'Mutta	**Date:** 3/24/26
Comments:	
Police: Joel Hufa	**Date:** 3/30/26
Comments:	
Fire: [signature]	**Date:** 3/24/26
Comments:	
Treasurer: Eleanor Rum	**Date:** 4/10/26
Comments:	

Manager's Name: John Delegas		
Street Address: 1 Carlson Way		
City/Town/State/Zip: Woburn MA 01801		
Phone #: 6176331988	**T:** [redacted]	**Email:** JD Petroleum@gmail.com

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

Weekday (Monday-Friday):	6 am – 10 PM
Saturday:	6 am – 10 PM
Sunday:	6 am – 10 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):	**Restaurant**	**Innholder**	**Cafeteria**
ZBA/Special Permit?: Provide Copy if Yes	**□ YES**	**□ NO**	
MOTOR VEHICLE (Circle Option):	**Class I**	**Class II**	**Class III**
HAZARDOUS MATERIAL STORAGE (List Type):	Gasoline		
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:** 3/20/2026
Title: President	

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:

SD Petroleum LLC

The Commonwealth of Massachusetts

City/Town of Billerica

FP-002A
(Rev. 1 2018)

Application For License

Massachusetts General Law, Chapter 148 §13

☐ New License ☑ Amended License

GIS Coordinates
LAT.
LONG.
License Number

Application is hereby made in accordance with the provisions of Chapter 148 of the General Laws of Massachusetts for a license to store flammables, combustibles or explosives on land in buildings or structures herein described.

Location of Land: 261 Boston Rd Billerica 01862
Number, Street and Assessor's Map and Parcel ID

Attach a plot plan of the property indicating the location of property lines and all buildings or structures.

Owner of Land: 261 Boston Rd LLC

Address of Land Owner: 261 Boston Rd Billerica MA 01862

Use and Occupancy of Buildings and Structures: JD Petroleum LLC

If this is an application for amendment of an existing license, indicate date of original license and any subsequent amendments

Attach a copy of the current license

Flammable and Combustible Liquids, Flammable Gases and Solids

Complete this section for the storage of flammable and combustible liquids, solids, and gases; see 527 CMR 1.00 Table 1.12.8.50; Attach additional pages if needed. All tanks and containers are considered full for the purposes of licensing and permitting.

PRODUCT NAME	CLASS	MAXIMUM QUANTITY	UNITS gal., lbs, cubic feet	CONTAINER UST, AST, IBC, drums
			10000	UST
			10000	UST
			11000	UST

Total quantity of all flammable liquids to be stored: 31,000 Gallons

Total quantity of all combustible liquids to be stored: _____

Total quantity of all flammable gases to be stored: _____

Total quantity of all flammable solids to be stored: _____

The Commonwealth of Massachusetts
Department of Industrial Accidents
Office of Investigations
600 Washington Street
Boston, MA 02111
www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information **Please Print Legibly**

Business/Organization Name: JD Petroleum LLC

Address: 530 Winthrop St

City/State/Zip: Medford MA 02155 Phone #: 6176331988

Are you an employer? Check the appropriate box:

1. ☐ I am a employer with 5 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: AM Trust Financial

Insurer's Address: 101 Arch St

City/State/Zip: Boston MA 02110

Policy # or Self-ins. Lic. #: KWC1427748 Expiration Date: 2/4/2027

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

Failure to secure coverage as required under Section 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: _____ Date: 3/20/2026

Phone #: 6176331988

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

City or Town: _____ **Permit/License #:** _____

Issuing Authority (circle one):

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

Contact Person: _____ **Phone #:** _____

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

Received
MAR 20 2026
Board of Assessors
Billerica, MA

RICHARD J. SCANLON, *Chairman*
BRUCE E. RICHARDSON, *Associate*
KATHRYN M. MATOS, *Associate*

ABUTTERS LIS

Name John Delegas

Address of Property 261 Boston Rd

Telephone Number 6176331988

I request one copy of the following abutters list and three cop
of this service shall be $2.00 per name. The list shall be avail
requested date or earlier.

Signature of applicant

Types of Abutt

There are four types of abutters lists which may be required ir
are seeking approval from and the particular request you are n
contact the applicable board or commission to determine whic

(Circle one – If no letter is circled a "D" list will be prepar

(A.) Direct Abutters - Direct Abutters to Parce

This list contains direct abutters only. Properties acro
not been discontinued, are not included. (This list sho
improved if road construction is involved.)

B. Abutters Within 100 Feet

This list contains all abutters within 100 feet of the pa
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 E Spindell Date 3/23/26 Amount $8.00

TOWN OF BILLERICA
Billerica, Massachusetts 01821

Date 3/23/26

Payee John Delegas.

the sum of $8.00

For Abutters List.

Account # 11418-43225

261 Boston Rd (A)

- ☐ BOARD OF HEALTH
- ☐ BUILDING
- ☐ ENGINEERING
- ☐ FIRE DEPT.
- ☐ D. P. W.
- ☑ ASSESSORS
- ☐ RECREATION
- ☐ DOG OFFICER
- ☐ BOARD OF APPEALS
- ☐ LIBRARY
- ☐ POLICE
- ☐ SELECTMEN
- ☐ TOWN CLERK
- ☐ TREASURER
- ☐ ELECTRICAL
- ☐ PLUMBING
- ☐ SCHOOL
- ☐ PLANNING BOARD

Received
MAR 24 2026
Board of Assessors
Billerica, MA

- ☒ CASH
- ☐ CHECK
- ☐ MONEY ORDER

1 Applicant
4 total

PARCEL ID	LOCATION	OWNER 1	OWNER 2	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP CODE
31-4-6	265 BOSTON RD	ZHAO FAMILY TRUST	ZHAO JULIAN TR	265 BOSTON RD		BILLERICA	MA	01821
31-4-8	259 BOSTON RD	AZAR REALTY LLC		19 MARKET ST		BILLERICA	MA	01821
31-4-5	265 BOSTON RD	HOGAN REALTY MANAGEMENT LLC		2 PARK DRIVE, SUITE 3		WESTFORD	MA	01886
31-4-7	261 BOSTON RD	261 BOSTON RD LLC		261 BOSTON ROAD		BILLERICA	MA	01862
31-5-1-3	267 BOSTON RD	267 BOSTON ROAD REALTY TR	BABAR LLC TRUSTEE	1900 CROWN COLONY DR		QUINCY	MA	02169

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 made to ensure 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
March 23, 2026



Abutters map for parcel 31-4-7 using direct abutters

Printed on 03/23/2026 at 12:59 PM

Legend

- Parcel Boundary Selection
- Parcel Boundary

TOWN OF BILLERICA INCORPORATED 1655 MASSACHUSETTS

0 760 1520 ft

he data shown on this site are rovided for informational and lanning purposes only. The own and its consultants are not esponsible for the misuse or

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*

INVOICE

Date: April 10, 2026

JD Petroleum LLC
261 Boston Road
Billerica, MA 01821

Dear John:

Below is a breakdown that JD Petroleum owes the Town of Billerica for the mailing for the following

Postage Amount: 10.44 x 5	$52.20
Supplies: Envelope, Paper & Labels @.50	$2.50
Total Cost to Select Board's Office	$54.70
Legal ad	$157.95
Total Due	$212.65

Please mail two separate checks payable to the Town of Billerica for:

1. Town of Billerica – Select Board - $212.65

To the following address:

Select Board's Office
Town Hall, Room 203
365 Boston Road
Billerica, MA 01821

Sincerely,

Kerri Rufo
Executive Confidential Secretary to the Billerica Select Board

SELECT BOARD

TOWN HALL
365 BOSTON ROAD
BILLERICA, MASSACHUSETTS 01821
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Dina M. Favreau, *Member*

TOWN OF BILLERICA
SELECT BOARD
365 Boston Road
Billerica, MA 01821

ABUTTERS NOTICE

Notice is hereby given that the Billerica Select Board will hold a Public Meeting on **Monday, April 27, 2027, at 6:00 PM**, in the Select Board Meeting Room, Town Hall, 365 Boston Road, Billerica, Massachusetts, and via remote participation:

Zoom: https://us02web.zoom.us/j/83477138002
Phone: 1-929-205-6099

Billerica, Massachusetts, to consider the application for:
Transfer of Ownership

From: M4 Services, LLC d/b/a Pace Energy (currently operating as Gulf Express)
Location: 261 Boston Road, Billerica, MA

For a license to Keep, Store, Manufacture or Sell Flammables or Explosives, pursuant to M.G.L. Chapter 148, Section 13, and in accordance with applicable Town regulations.

Existing Storage Capacity (no change proposed):

- 2 tanks – 10,000 gallons each
- 1 tank – 11,000 gallons
- Total: 31,000 gallons of gasoline

The proposed transfer of ownership will not result in any changes to the current storage capacity or site operations.

Any person interested or wishing to be heard on this matter should appear at the time and place designated above.

BILLERICA SELECT BOARD
4/13/26-Lowell Sun

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

Order Number:
NY0174130
Order Status:
Submitted
Classification:
General Legal Notices & Bids
Package:
Legals MA
Site:
ma-legals
Final Cost:
$157.95
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@billerica.gov
BILLERICA SELECT BOARD

TRANSACTION REPORT

Date
April 10, 2026 9:00:52 AM EDT
Amount:
$157.95

SCHEDULE FOR AD NUMBER NY01741300

April 13, 2026
The Lowell Sun Legals
Notes:

PREVIEW FOR AD NUMBER NY01741300

Town of Billerica
Select Board
Public Hearing
April 27, 2026

Notice is hereby given that the Billerica Select Board will hold a public hearing on April 27, 2027 at 6:00 PM, at Town Hall, 365 Boston Road, Billerica, MA, and via Zoom: https://us02web.zoom.us/j/83477138002 or by phone at 1-929-205-6099, to consider the application for Transfer of Ownership from M4 Services, LLC d/b/a Pace Energy (Gulf Express), 261 Boston Road, Billerica, MA, for a license to keep, store, manufacture or sell flammables or explosives under M.G.L. c.148, §13. Existing capacity: 31,000 gallons gasoline (no change).
All interested persons may be heard.
BILLERICA SELECT BOARD
04/14/26
#NY0174130

<< Click here to print a printer friendly version >>

JD PETROLEUM LLC
1 CARLSON WAY
WOBURN MA 01801-4380

53-447
113

9016

DATE 4/16/2026

Pay to the Order of Town of Billerica $ 50.00/100

Fifty DOLLARS

SECURITY FEATURES INCLUDED. DETAILS ON BACK

ROCKLAND TRUST
www.rocklandtrust.com

[redacted]

JD PETROLEUM LLC
1 CARLSON WAY
WOBURN MA 01801-4380

53-447
113

9015

DATE 4/10/2026

Pay to the Order of Town of Billerica $ 212.65/100

Two Hundred Twelve 65/100 DOLLARS

SECURITY FEATURES INCLUDED. DETAILS ON BACK

ROCKLAND TRUST
www.rocklandtrust.com

MEMO Permits Certified Mail Legal Ad

[redacted]

nationalgrid

April 3, 2026

To the Board of Selectmen - Billerica, Massachusetts

To Whom It May Concern:

Enclosed please find a petition of NATIONAL GRID and VERIZON, covering joint NATIONAL GRID-VERIZON pole location(s)

If you have any questions regarding this permit, please contact:

Joseph Ientile (978) 766-3114 or joseph.ientile@nationalgrid.com

Please notify National Grid's Jenn Iannalfo of the hearing date / time to Jennifer.Iannalfo@nationalgrid.com

If this petition meets with your approval, please return an executed copy to each of the above-named Companies.

National Grid: Jennifer Iannalfo, 1101 Turnpike Street; North Andover, MA 01845.

Very truly yours,

Dave Johnson

Dave Johnson
Supervisor, Distribution Design

Enclosures

Questions contact Design - Joseph Ientile 978-766-3114 or joseph.ientile@nationalgrid.com

PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

North Andover, Massachusetts

To The Board of Selectmen
Of Billerica, Massachusetts

Massachusetts Electric Company d/b/a NATIONAL GRID and Verizon New England, Inc requests permission to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way:

Biagiotti Way - National Grid to install 2 JO poles and relocate 1 JO pole on Biagiotti way beginning at a point approximately 76 feet Northwesterly from existing new private property pole 15-7 Biagiotti Way location. National Grid will install new pole 15-8 with anchor and pole 5-50 including relocation pole 4 across street in public way in order to extend three phase overhead primary wire to feed new business customer at 155 Treble Cove Road, Billerica, MA.

Location approximately as shown on plan attached.

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to erect and maintain poles and wires, together with such sustaining and protecting fixtures as it may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked – Biagiotti Way - Billerica, Massachusetts.

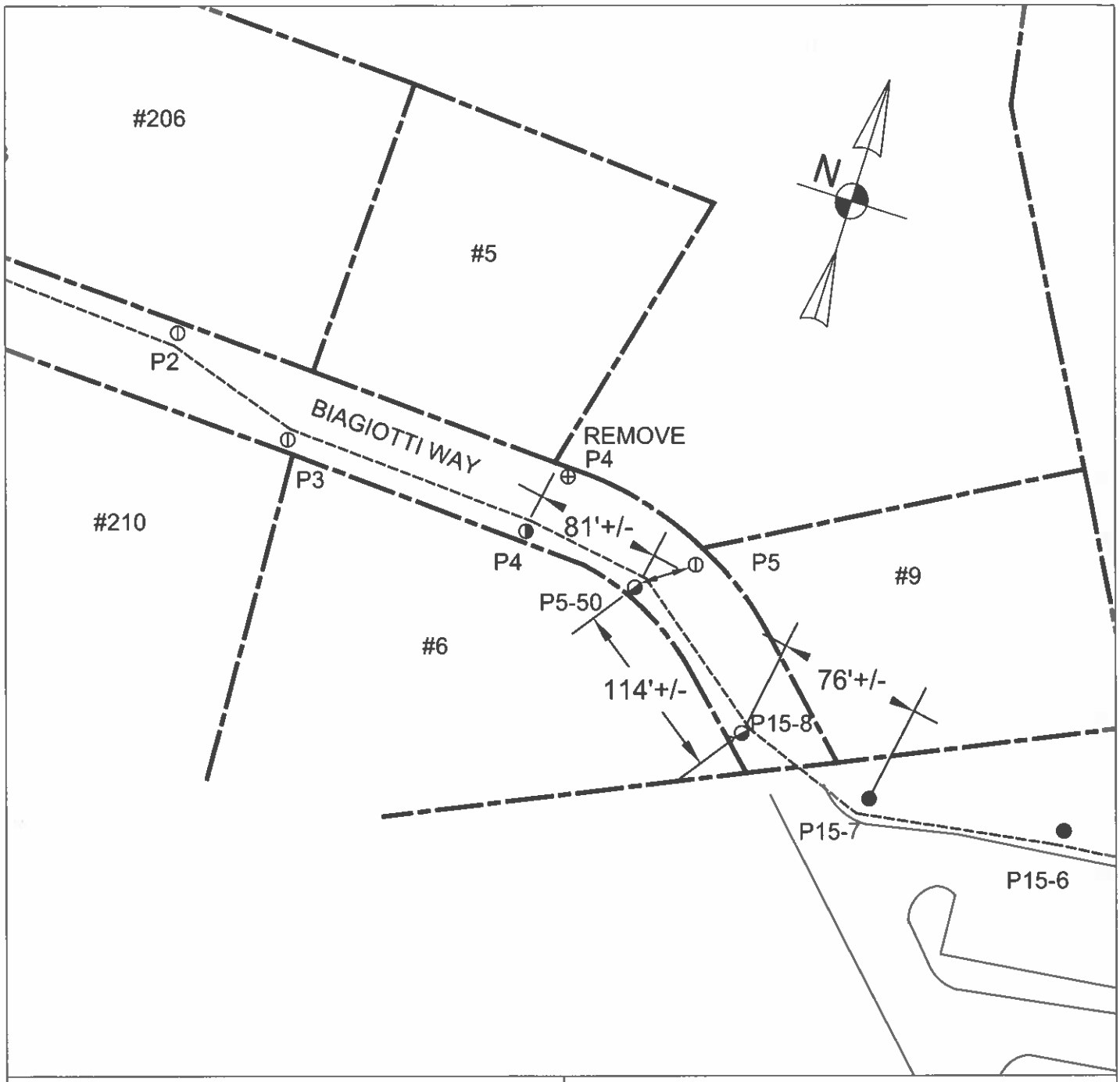
No.# 31174068

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

Your petitioner agrees to reserve space for one cross-arm at a suitable point on each of said poles for the fire, police, telephone, and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

Massachusetts Electric Company d/b/a
NATIONAL GRID Dave Johnson
BY _____
Engineering Department

VERIZON NEW ENGLAND, INC.
BY _____
Manager / Right of Way



JOINTLY OWNED POLE PETITION

- PROPOSED J.O. POLE ON PRIVATE PROPERTY
- PROPOSED 3H OVERHEAD WIRE
- PROPOSED J.O. POLE PUBLIC WAY
- ANCHOR LOCATION
- PROPERTY LINE
- EXISTING J.O. POLE IN PUBLIC WAY
- POLE TO POLE GUY

nationalgrid

Date: 10/7/25

WORK REQUEST: 31174068

Nationalgrid to install new poles 15-8 with anchor and 5-50 including relocating pole 4 across street in public way in order to extend three phase overhead primary wire to feed new business customer at 155 Treble Cove Rd, Billerica, MA.

To The: Town Of Billerica

For Proposed: 3 Poles Location: BIAGIOTTI WAY

Drawn By: S.STEEVES

DISTANCES ARE APPROXIMATE

April 3, 2026

Questions contact Central Design – Joseph Ientile 978-766-3114 or
joseph.ientile@nationalgrid.com

ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

To the Board of Selectmen - Billerica, Massachusetts

Notice having been given and public hearing held, as provided by law,
IT IS HEREBY ORDERED: that Massachusetts Electric Company d/b/a NATIONAL GRID and VERIZON NEW ENGLAND INC. (formerly known as NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY) be and they are hereby granted joint or identical locations for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Companies dated the 21st day of March, 2026.

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber, and reasonable straight, and shall be set substantially at the points indicated upon the plan marked – Biagiotti Way - Billerica, Massachusetts.

No.# 31174068

Filed with this order:

There may be attached to said poles by Massachusetts Electric Company d/b/a NATIONAL GRID and Verizon New England Inc. such wires, cables, and fixtures as needed in their business and all of said wires and cables shall be placed at a height of not less than twenty (20) feet from the ground.

The following are the public ways or part of ways along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

Biagiotti Way - National Grid to install 2 JO poles and relocate 1 JO pole on Biagiotti way beginning at a point approximately 76 feet Northwesterly from existing new private property pole 15-7 Biagiotti Way location. National Grid will install new pole 15-8 with anchor and pole 5-50 including relocation pole 4 across street in public way in order to extend three phase overhead primary wire to feed new business customer at 155 Treble Cove Road, Billerica, MA.

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

I hereby certify that the foregoing order was adopted at a meeting of the
Of the City/Town of ,Massachusetts held on the day of 20 .

City/Town Clerk.

Massachusetts 20 .

Received and entered in the records of location orders of the City/Town of
Book Page

Attest:
City/Town Clerk

I hereby certify that on 20 , at o'clock, M
At a public hearing was held on the petition of
Massachusetts Electric Company d/b/a NATIONAL GRID and VERIZON NEW ENGLAND, INC. for permission to erect the poles, wires, and fixtures described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to erect Poles, wires, and fixtures under said order. And that thereupon said order was duly adopted.

City/Town Clerk.

.....
.....
.....
.....

Board or Council of Town or City, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of the location order and certificate of hearing with notice adopted by the of the City of
Massachusetts, on the day of 20 and recorded with the records of location orders of the said City, Book , and Page . This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:
City/Town Clerk

APR 0 1 2026

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

ABUTTERS LIST REQUEST

Name: Kerri Rufo
Address of Property Biagiotti Way

Telephone Number X-2221

I request one copy of the following abutters list and three copies o
of this service shall be $2.00 per name. The list shall be available
requested date or earlier.

Signature of applicant _____

Types of Abutters

There are four types of abutters lists which may be required in the
are seeking approval from and the particular request you are mak
contact the applicable board or commission to determine which o

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

A. Direct Abutters - Direct Abutters to Parcel a

This list contains direct abutters only. Properties across
not been discontinued, are not included. **(This list shou
improved if road construction is involved.)**

B. Abutters Within 100 Feet

This list contains all abutters within 100 feet of the parc
ways, municipal borders or bodies of water.

C. Abutter to Abutter Within 300 Feet

This list contains abutters to direct abutters within 300
between the subject parcel and the abutting property wi

D. All Property Owners Within 300 Feet (Cell Tow

This list contains all properties within 300 feet of the subject parcel.
apply.

7 Parcels

Assessor's Signature John B Speidel Date 4/6/26 Amount $14.00

Rev. 4/30/07

TOWN OF BILLERICA
Billerica, Massachusetts 01821

Date 4/6/26

Payee Natural Gas (Kerri Rufo)

the sum of $14.00

For Abutters list

Account # 11-118-1325

Biagiotti Way

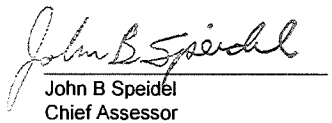
- ☐ BOARD OF HEALTH
- ☐ BUILDING
- ☐ ENGINEERING
- ☐ FIRE DEPT.
- ☐ D. P. W.
- ☐ ASSESSORS
- ☐ RECREATION
- ☐ DOG OFFICER
- ☐ BOARD OF APPEALS
- ☐ LIBRARY
- ☐ POLICE
- ☐ SELECTMEN
- ☐ TOWN CLERK
- ☐ TREASURER
- ☐ ELECTRICAL
- ☐ PLUMBING
- ☐ SCHOOL
- ☐ PLANNING BOARD

☐ CASH ☐ CHECK ☐ MONEY ORDER

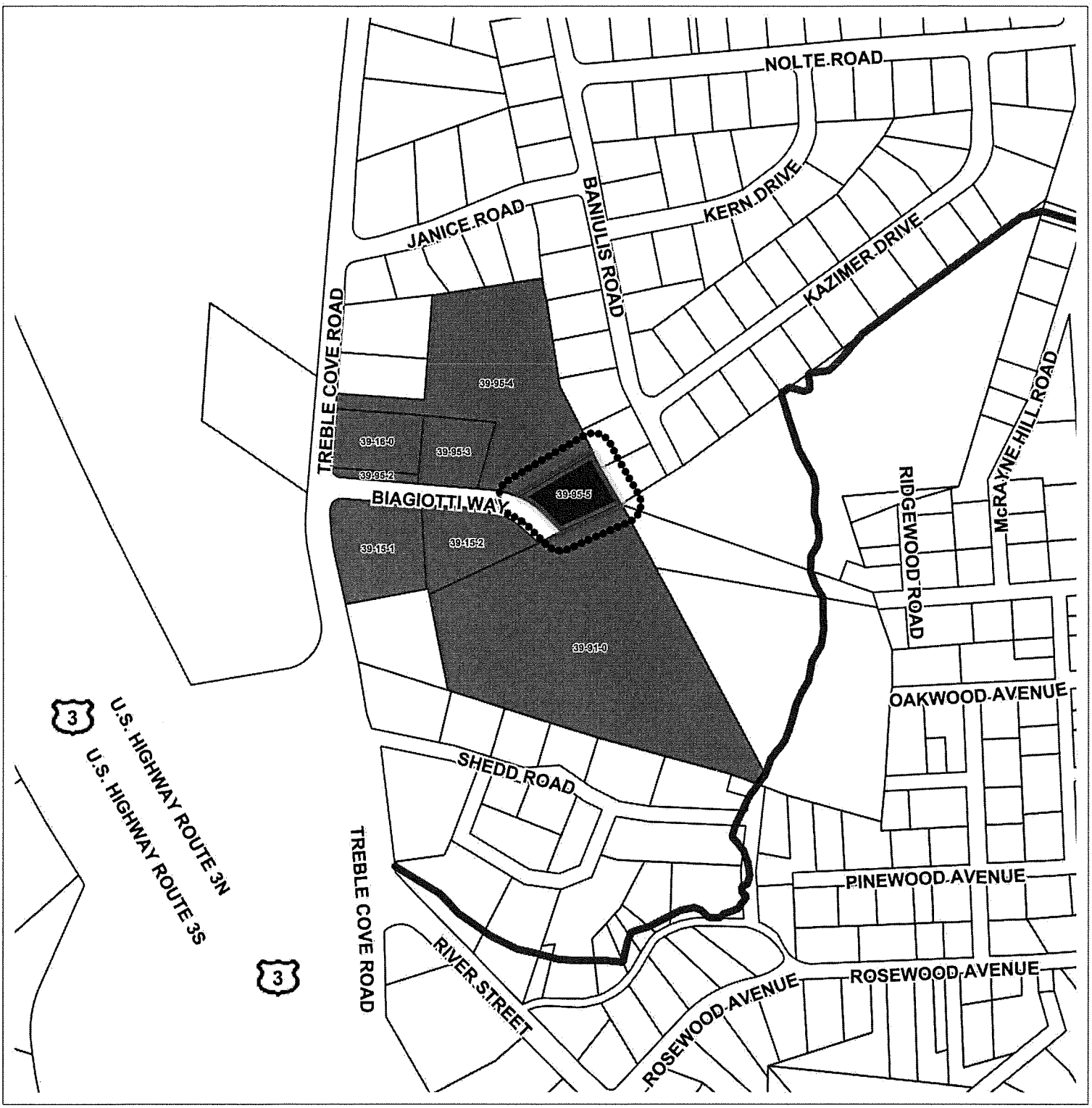
PARCEL ID	LOCATION	OWNER 1	OWNER 2	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP CODE
39-15-1	210 TREBLE COVE RD	210 TREBLE COVE LLC		311 CONCORD RD		BILLERICA	MA	01821-4117
39-15-2	6 BIAGIOTTI WY	PRINCE EVAN JOEL	BOLTON ANNA BETH	6 BIAGIOTTI WAY		BILLERICA	MA	01862-2200
39-16-0	206 TREBLE COVE RD	SOUZA EDWARD	SOUZA DEBRA	206 TREBLE COVE RD		N BILLERICA	MA	01862
39-91-0	10 BIAGIOTTI WY	TOWN OF BILLERICA	PUBLIC SCHOOL (PART OF DUTILE)	365 BOSTON RD		BILLERICA	MA	01821
39-95-2	TREBLE COVE RD	BIAGIOTTI JOHN J., JR.		5 BIAGIOTTI WY		NO. BILLERICA	MA	01862
39-95-3	5 BIAGIOTTI WY	BIAGIOTTI JOHN J., JR	BIAGIOTTI KATHLEEN A	5 BIAGIOTTI WAY		NO. BILLERICA	MA	01862
39-95-4	DUTILE SCHOOL RD	BIAGIOTTI JOHN J.		198 TREBLE COVE RD.		NO. BILLERICA	MA	01862
39-95-5	9 BIAGIOTTI WY	BIAGIOTTI DEBORAH A.		9 BIAGIOTTI WAY		NO. BILLERICA	MA	01862

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 made to ensure 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
April 6, 2026



Abutters map for Biagiotti Way using direct abutters (National Grid)

Printed on 04/06/2026 at 03:27 PM

Legend

- Parcel Boundary Selection
- Parcel Boundary

TOWN OF BILLERICA INCORPORATED 1655 MASSACHUSETTS

he data shown on this site are rovided for informational and lanning purposes only. The own and its consultants are not esponsible for the misuse or

0 760 1520 ft

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*

ABUTTERS NOTICE

RE: Public Hearing – Utility Pole Petition (Biagiotti Way)

Dear Abutter,

In accordance with the provisions of Massachusetts General Laws, Chapter 166, §§ 21 and 22, you are hereby notified that the Billerica Select Board will hold a Public Hearing on:
Monday, April 27, 2026
Time: 6:00 PM

Location:
Select Board Meeting Room
Town Hall
365 Boston Road
Billerica, MA
Remote Participation:
Zoom: https://us02web.zoom.us/j/83477138002
Phone: 1-929-205-6099

Petition of:
Massachusetts Electric Company d/b/a National Grid and Verizon New England, Inc.

Request:
For permission to locate poles, wires, and fixtures, including the installation of two (2) new joint-owned utility poles and the relocation of one (1) existing pole with associated anchors, along and across Biagiotti Way, Billerica, Massachusetts.
The proposed work is to extend three-phase overhead primary service to a new business customer located at 155 Treble Cove Road, including installation of new poles and relocation of an existing pole within the public way. Also requested is permission to lay and maintain underground cables, wires, and related fixtures in the above or intersecting public ways for distribution purposes.

Plans are on file with the Select Board Office and may be reviewed during normal business hours.
All interested parties are invited to attend and be heard.

By order of the Select Board
Town of Billerica

HEARING NOTICES FOR
NATIONAL GRID, VERIZON AND COMCAST
POLE PETITION LOCATIONS, CONDUIT, ETC.

To be on April 27, 2026 Select Board Meeting

☐ DPW **☐ Electrical Inspector** **☐ Safety Officer, Police**

Location of Pole/Conduit:	**Biagiotti Way**
Purpose of Pole/Conduit:	National Grid and Verizon are requesting approval to install two new utility poles and relocate one existing pole on Biagiotti Way. This work is needed to extend electrical service (three-phase power) to a new business customer at 155 Treble Cove Road. The project also includes associated equipment such as anchors and overhead wiring adjustments to support the new service. • 2 new poles • 1 pole relocation • Location: Biagiotti Way • Purpose: Bring power to new business at 155 Treble Cove Rd
Plan #:	**31174068**
Comments on Plan:	
Any Interference with line of sight?	**☐ YES** **☐ NO**
Markings for Fire Hydrant Needed?	**☐ YES** **☐ NO**
Resident's Complaints?	
Signature:	
Date:	
Please return to the Select Board Office By:	**April 17, 2024**

Mike Ballou

HEARING NOTICES FOR NATIONAL GRID, VERIZON AND COMCAST POLE PETITION LOCATIONS, CONDUIT, ETC.

Received
APR 06 2026
Building Department
Billerica, MA

To be on April 27, 2026 Select Board Meeting

☐ DPW ☐ Electrical Inspector ☐ Safety Officer, Police

Location of Pole/Conduit:	**Biagiotti Way**	
Purpose of Pole/Conduit:	National Grid and Verizon are requesting approval to install two new utility poles and relocate one existing pole on Biagiotti Way. This work is needed to extend electrical service (three-phase power) to a new business customer at 155 Treble Cove Road. The project also includes associated equipment such as anchors and overhead wiring adjustments to support the new service.	
	• 2 new poles • 1 pole relocation • Location: Biagiotti Way • Purpose: Bring power to new business at 155 Treble Cove Rd	
Plan #:	**31174068**	
Comments on Plan:	NO	
Any Interference with line of sight?	☐ **YES**	☑ **NO**
Markings for Fire Hydrant Needed?	☐ **YES**	☑ **NO**
Resident's Complaints?	NO	
Signature:	Mike Ballou	
Date:	4/14/26	
Please return to the Select Board Office By:	**April 17, 2024**	

RCVD APR 15 2026
Billerica Town Manager AM11:

HEARING NOTICES FOR
NATIONAL GRID, VERIZON and COMCAST
POLE LOCATIONS, CONDUIT, ETC.

☒**DPW**

Location of Pole/Conduit:	Biagiotti Way
Reason of Pole/Conduit:	National Grid and Verizon are requesting approval to install two new utility poles and relocate one existing pole on Biagiotti Way.
Plan #:	31174068

Comments on Plan:

The permissions and easement(s) required to complete this service through the school property have not been completed yet. We would recommend waiting until the entire route is approved and easements are in place before placing poles.

The Water and Wastewater (Sewer) Divisions are not notified by Digsafe to mark utilities. Must call 978-671-0956 (Wastewater) and 978-671-0957 (Water) to request marking of water and sewer lines.

DO NOT PROCEED WITHOUT CONFIRMATION OF WATER AND SEWER MARKINGS.

Contractor is responsible to locate and protect all existing drainage pipes and structures, as well as all other property within work site. Any damaged property must be reported to DPW, and promptly repaired by the contractor. Notify Engineering Office (978-671-1300) any time drainage pipes or structures are exposed.

A Street Opening Permit from DPW (978-436-9178) is required for any underground excavations for conduit, cables, wires, manholes, etc. placed within the right-of way. All Right of Way Opening Rules and Regulations must be followed. A site walk must be scheduled with DPW (978-436-9178) after water and sewer are marked out, prior to approval of any Street Opening Permit work (if required).

Contractor Acknowledgement Form is attached for signature.

Signature:	Stephen Robertson DPW Representative
Date:	**4/17/26**

Please return to the Select Board Office by: April 17, 2026

HEARING NOTICES FOR
NATIONAL GRID, VERIZON and COMCAST
POLE LOCATIONS, CONDUIT, ETC.

CONTRACTOR ACKNOWLEDGEMENT FORM

Location of Pole/Conduit:	Biagiotti Way
Reason of Pole/Conduit:	National Grid and Verizon are requesting approval to install two new utility poles and relocate one existing pole on Biagiotti Way.
Plan #:	31174068

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A Street Opening Permit from DPW (978-436-9178) is required for any underground excavations for conduit, cables, wires, manholes, etc. placed within the right-of way. All Right of Way Opening Rules and Regulations must be followed. A site walk must be scheduled with DPW (978-436-9178) after water and sewer are marked out, prior to approval of any Street Opening Permit work (if required).

I hereby certify that I am aware of these DPW comments regarding the work described.

_____ _____
Signature – Utility Company Representative **Date**

_____
Print Name – Utility Company Representative

_____
Utility Company Name

HEARING NOTICES FOR
NATIONAL GRID, VERIZON AND COMCAST
POLE PETITION LOCATIONS, CONDUIT, ETC.

To be on April 27, 2026 Select Board Meeting

☐ **DPW** ☐ **Electrical Inspector** ☐ **Safety Officer, Police**

Location of Pole/Conduit:	**Biagiotti Way**
Purpose of Pole/Conduit:	National Grid and Verizon are requesting approval to install two new utility poles and relocate one existing pole on Biagiotti Way. This work is needed to extend electrical service (three-phase power) to a new business customer at 155 Treble Cove Road. The project also includes associated equipment such as anchors and overhead wiring adjustments to support the new service. • 2 new poles • 1 pole relocation • Location: Biagiotti Way • Purpose: Bring power to new business at 155 Treble Cove Rd
Plan #:	**31174068**
Comments on Plan:	No Comments
Any Interference with line of sight?	☐ **YES** ☒ **NO**
Markings for Fire Hydrant Needed?	☐ **YES** ~~☒ NO~~
Resident's Complaints?	No Known Complaints
Signature:	Sgt. #89
Date:	14 April 2026
Please return to the Select Board Office By:	**April 17, 2024**

The Select Board as Road Commission vote to reduce the speed limit to 25 mph on the following roads, with the exception of areas that are designated as school zones, they will remain 20 mph.

Parker St
Pages Ct.
Richardson St.
Richardson St. Ext.
Whiting St.
Holden St.
Dickinson St.

[redacted]

DEMAKIS LAW OFFICES, P. C.

GREGORY C. DEMAKIS
THOMAS C. DEMAKIS

JACKSON L. CHRISTIAN
ALEXANDRA BOURGEOIS

56 CENTRAL AVENUE
LYNN, MASSACHUSETTS 01901

TEL. (781) 595-3311
FAX (781) 592-4990
www.demakislaw.com

February 20, 2026
Kerri Rufo
Town of Billerica Select Board
365 Boston Road, Office #203
Billerica, MA 01821

Re: Amendment Application – Piyan Corporation
Store: Easy Liquors, 240 Nashua Road, Unit A, Billerica, MA 01862

Dear Ms. Rufo:

Enclosed please find the following documents with regard to the above-referenced application:

1) Municipal Documents and $25 Check Payable to the Town of Billerica
2) DOR Certificate of Good standing and DUA Certificate of Compliance for Piyan Corporation
3) ABCC Amendment Application, including:
    a. ABCC Payment Receipt and Monetary Transmittal Form.
    b. Application for Multiple Amendments.
    c. Applicant's Statement.
    d. CORI Forms for Amita Patel and Mital Sanariya.
4) Corporate Vote naming Amita Patel the manager of record and authorizing the President of the Corporation, Palakben Patel, to apply for the change of manager of the above-referenced liquor license.
5) Corporate Documents – copy of Articles of Organization and Articles of Amendment.
6) Stock Purchase Agreement.
7) Promissory Note.
8) Proof of Citizenship and Driver's License for Amita Patel and Mital Sanariya.

Thank you very much for your time and cooperation. If you have any questions or need additional information, please feel free to call me at extension 104.

CK# 836
25.00

Sincerely yours;

Alx Bourgeois

Alexandra Bourgeois
Attorney at law

Enclosures

4/6

LICENSE APPLICATION
BILLERICA SELECT BOARD

Fee Paid: $_____

ACTION: ☐ NEW or ☒ CHANGE/TRANSFER

Licensee of Business: Piyan Corporation		
Doing Business As: Easy Liquors		
Street Address: 240 Nashua Road, Unit A, Billerica, MA	**Assessors Plate/Parcel:** 76-281-0	
Phone #:	**Zip Code:** 01862	**Tax ID #:**
Alt. Phone #: 940-577-3207 Rajesh Patel	**Email:**	

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.
Retail store located at 240 Nashua Road, Unit A. Consists of 2,200 square feet of retail space on one floor.
1 entrance/exit. Consisting of one main showroom, one storage room, block building.

REQUIRED SIGNATURES: (Applicant MUST Obtain necessary approvals before submission)

Building Inspector: Mark Lafrance	**Date:** 2/25/26
Comments:	
Board of Health: Kristyn Doherty	**Date:** 2/26/26
Comments: Applicant shall obtain a Food Operation Permit for transfer of license.	
Police: Lt S-r i-t	**Date:** 3/3/26
Comments:	
Fire: [signature]	**Date:** 2/25/26
Comments:	
Treasurer: MaryAnn Schaefer	**Date:** 2/25/26
Comments:	
Assessors: Gabriella Paolicelli	**Date:** 2/25/26
Comments:	

Billerica Select Board am11:21 RCVD MAR 9 2026

Manager's Name: Amita Patel		
Street Address: 174 Tyngsboro Road, Apt. 20		
City/Town/State/Zip: North Chelmsford, MA 01863		
Phone #: 508-202-6463	**Tax ID #:** 588-15-6406	**Email:** amita4581@yahoo.com

Billerica Town Manager am11:21 RCVD MAR 9 2026

Change of Manager, officers, stock

Town of Billerica
Police Department

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

March 3, 2026
To: Billerica Select Board
From: Lieutenant Sean P. Coffey
Re: Piyan Corporation d/b/a Easy Liquors – Change of Manager, Officers, and Stock Ownership

Dear Members of the Board,

On February 28, 2026, I received an application from Piyan Corporation, doing business as Easy Liquors, requesting approval for a change of manager, corporate officers, and stock ownership. The business currently holds an Off-Premise Retail Section 15 All-Alcohol Liquor License and operates at 240 Nashua Road, Unit A, Billerica, Massachusetts.

The current corporate structure is as follows:

- Palakben Patel – President (100% ownership)
- Jacqueline Wadding – Director

RCVD MAR 9 2026
Billerica Town Manager AM11:20

The proposed corporate structure is as follows:

- Amita Patel – Manager (80% ownership)
- Palakben Patel – President (20% ownership)
- Mital Sanariya – Director

Piyan Corporation maintains Massachusetts Tax Identification Number 001673677.

Background (CORI) checks were conducted on the proposed manager, Amita Patel; the proposed Director, Mital Sanariya; and the President, Palakben Patel. No findings were returned.

I reviewed the Town of Billerica's Rules and Regulations governing liquor licenses with Ms. Patel. She demonstrated a clear understanding of the responsibilities associated with holding a liquor license and the importance of strict compliance. Ms. Patel has more than four years of experience in retail alcohol sales, exhibits a solid understanding of day-to-day operations, and maintains an active TIPS certification.

Based on the above information, I respectfully recommend approval of the requested changes.

Respectfully submitted,

Lt S Coffey

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: Piyan Corporation dba Easy Liquors

Address: 240 Nashua Road, Unit A

City/State/Zip: Billerica, MA 01862 Phone #: 508-202-6463

Are you an employer? Check the appropriate box:

1. ☐ I am a employer with 2 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: TRAVELERS INSURANCE COMPANY

Insurer's Address: TRAVELERS CL REMITTANCE CENTER

City/State/Zip: PO BOX 660317 DALLAS, TX 75266-0317

Policy # or Self-ins. Lic. # UB 7X615795 Expiration Date: 01/19/27

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: 2/10/26

Phone #: 508-202-6463

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 #:** _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/20/2025

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).

PRODUCER	CONTACT NAME: AJAY THAKKAR	
THAKKAR INSURANCE AGENCY LLC 134 CAMBRIDGE ST, 2ND FLOOR BURLINGTON, MA 01803	PHONE (A/C, No, Ext): 7812620800	FAX (A/C, No): 7819967570
	E-MAIL ADDRESS: AJAY@THAKKARINSRUANCE.COM	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : The Preferred Mutual Insurance Company	
INSURED	INSURER B : Travelers Indemnity Insurance Company	
PIYAN CORPORATION 240 NASHUA RD NORTH BILLERICA, MA 01862	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC			BOP 0100743980	01/19/2026	01/19/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y / N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB7X615795	01/19/2026	01/19/2027	☐ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Liquor Legal Liability			BOP 0100743980	01/19/2026	01/19/2027	Each Occurrence General Aggregate	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

LOC 1, BULDG 1: 240 NASHUA RD, NORTH BILLERICA, MA 01862.

BPP Coverage $53,000 is listed at Replacement Cost.

CERTIFICATE HOLDER

Town of Billerica, MA
365 Boston Road,
Billerica, MA 01821

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Ajay Thakkar

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The ACORD name and logo are registered marks of ACORD

SELECT BOARD

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

RULES AND REGULATIONS ACKNOWLEDGEMENT FORM

This Form MUST Be Submitted during the Yearly Renewal Process

Name: Amita Patel

Name of Establishment: Piyan Corporation d/b/a Easy Liquors

Address: 240 Nashua Road, Unit A
Billerica, MA

Printed Name: Amita Patel

Signature: A. Patel

Date: 2/4/2026

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.

TiPS® | 360 TRAINING™ A 360TRAINING COMPANY

CERTIFICATE OF COMPLETION

This certifies that

Amita Patel

is awarded this certificate for

TIPS Off-Premise Alcohol Seller Training

Hours	Completion Date	Expiration Date	Certificate #
3.00	02/12/2026	02/11/2029	OFF-000040809347

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

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

(CUT HERE) (CUT HERE)

TiPS Off-Premise

CERTIFIED

Issued: 02/12/2026 Expires: 02/11/2029

Certificate #: OFF-000040809347

Amita Patel
44 Boston Road, Chelmsford, MA, USA
Chelmsford MA 01824

TiPS | 360 TRAINING

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

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

Signature _____

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

mass.gov/dor

Letter ID: L0097533536
Notice Date: February 5, 2026
Case ID: 0-003-201-299

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

PIYAN CORPORATION
240 NASHUA RD
NORTH BILLERICA MA 01862-3132

000040

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, PIYAN CORPORATION dba: EASY LIQUOR is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

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

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

What if I have questions?

If you have questions, call us at (617) 887-6400, Monday through Friday, 9:00 a.m. to 4:00 p.m.

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

Department of Unemployment Assistance
Commonwealth of Massachusetts
Executive Office of Labor & Workforce Development

Certificate of Compliance

Date: February 11, 2026
Letter ID: L0012720778
Employer ID (FEIN): XX-XXX9484

PIYAN CORPORATION
240 NASHUA RD
NORTH BILLERICA MA 01862-3132

Certificate ID: L0012720778

FEIN: 93-2429484

The Department of Unemployment Assistance certifies that as of 10-Feb-2026, PIYAN CORPORATION is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L. c. 149, § 189.

This certificate expires on 07-Mar-2026 .

Sincerely,

Katie Dishnica

Katie Dishnica, Director
Department of Unemployment Assistance

Questions?
Revenue Enforcement Unit
Department of Unemployment Assistance
Email us: Revenue.Enforcement@mass.gov
Call us: (617) 626-5750

Your Information Payment Receipt

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

Your account has been billed for the following transaction. You will receive a receipt via email.

Transaction Processed Successfully.
INVOICE #: 8885cfd6-df55-4fff-af75-9593b73f8039

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	Easy Liquors	$200.00
		$200.00

Total Convenience Fee: $4.18

Date Paid: 2/4/2026 4:00:01 PM EDT

Total Amount Paid: $204.18

Payment On Behalf Of

License Number or Business Name:
Easy Liquors

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
Thomas

Last Name:
Demakis

Address:
56 Central Avenue Suite 201

City:
Lynn

State:
MA

Zip Code:
01901

Email Address:
abourgeois@demakislaw.com

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

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM

APPLICATION FOR MULTIPLE AMENDMENTS

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE: RETA

Please make $200.00 payment here: ABCC PAYMENT WEBSITE

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY) 90689-PK-0106

ENTITY/ LICENSEE NAME Piyan Corporation

ADDRESS 240 Nashua Road, Unit A

CITY/TOWN Billerica **STATE** MA **ZIP CODE** 01862

For the following transactions (Check all that apply):

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

THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL

Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358

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

Weekday (Monday-Friday):	
Saturday:	
Sunday:	

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):	N/A	**Restaurant**	**Innholder** **Cafeteria**
ZBA/Special Permit?: Provide Copy if Yes		**□ YES**	**□ NO**
MOTOR VEHICLE (Circle Option):	N/A	**Class I**	**Class II** **Class III**
HAZARDOUS MATERIAL STORAGE (List Type) Use Separate paper if necessary:	N/A		
ENTERTAINMENT:	N/A		
Weekday: (Per MGL, Ch. 140, Section 183A or 181):	**□ YES**	**□ NO**	
Sunday: (Per MGL, Ch. 136 – Form 90 Required):	**□ YES**	**□ NO**	
Type of Entertainment:			
AMUSEMENT DEVICE (Per MGL, Ch.140, Section 177A) - # of Total Devices:	N/A		
Enter Each Device Separately. Name of Machine and Serial #. Use separate paper if necessary.			
#1:	**#4:**		
#2:	**#5:**		
#3:	**#6:**		
OTHER (Circle Option): **Taxi** **Bowling** **Other:** _____			
Licensee's Signature: [signature]	**Date:** 2/10/26		
Title: President & Treasurer			
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:

Piyan Corporation pays to Landlord, who pays bill.

CERTIFICATE OF COMPLETION

This certifies that

Amita Patel

is awarded this certificate for

TIPS Off-Premise Alcohol Seller Training

Hours	Completion Date	Expiration Date	Certificate #
3.00	02/12/2026	02/11/2029	OFF-000040809347

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

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

(CUT HERE) (CUT HERE)

TIPS Off-Premise

CERTIFIED

Issued: 02/12/2026
Certificate #: OFF-000040809347

Expires: 02/11/2029

Amita Patel
44 Boston Road, Chelmsford, MA, USA
Chelmsford MA 01824

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

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

Signature _____

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

APPLICATION FOR MULTIPLE AMENDMENTS

1. BUSINESS ENTITY INFORMATION

Entity Name	Municipality	ABCC License Number
Piyan Corporation	Billerica	90689-PK-0106

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

Amita Patel is purchasing 80% of the stock in the applicant corporation from Palakben Patel. Amita Patel will also be the new manager of record on the license. Mital Sanariya will be the new director of the applicant corporation.

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

Name	Title	Email	Phone
Alexandra Bourgeois	Attorney	abourgeois@demakislaw.com	781-595-3311

2. AMENDMENT-Change of License Classification

☐ Change of License Category All Alcohol, Wine and Malt, Wine Malt and Cordials	Last-Approved License Category	
	Requested New License Category	
☐ Change of License Class Seasonal or Annual	Last-Approved License Class	
	Requested New License Class	
☐ Change of License Type* i.e. Restaurant to Club *Certain License Types CANNOT change once issued*	Last-Approved License Type	
	Requested New License Type	

3. AMENDMENT-Change of Business Entity Information

☐ Change of Corporate Name	Last-Approved Corporate Name:	
	Requested New Corporate Name:	
☐ Change of DBA	Last-Approved DBA:	
	Requested New DBA:	
☐ Change of Corporate Structure LLC, Corporation, Sole Proprietor, etc	Last-Approved Corporate Structure	
	Requested New Corporate Structure	

4. AMENDMENT-Pledge Information

☐ Pledge of License
☐ Pledge of Inventory
☐ Pledge of Stock

To whom is the pledge being made:

5. AMENDMENT-Change of Manager

☑ Change of License Manager

A. MANAGER INFORMATION

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

Proposed Ma [redacted]

Residential A

Email

Please indicate how many hours per week you intend to be on the licensed premises: 30

Last-Approved License Manager: Jacqueline Ann Wadding

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen/Qualified Alien under the Immigration and Nationality Act? ◉ Yes ○ No

If yes, attach one of the following documents: US Passport, Voter's Certificate, Birth Certificate, Naturalization Papers, Permanent Resident Card "Green Card," or Employment Authorization Document.

Have you ever been convicted of a state, federal, or military crime? ○ Yes ◉ No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name
12/15/2025	Present	Packaging Department	Anika Therapeutics INC	Taciana Hopkins

D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? ○ Yes ◉ No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

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

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature: A.R.R Date: 2/17/26

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

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

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

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

Name of Principal	Residential Address	Title and or Position	Percentage of Ownership	Director/ LLC Man
Amita Patel	174 Tyngsboro Road, Apt. 20, North Chelmsford, MA 018	Shareholder	80%	◯Yes ◉No
Mital Sanariya	8 Lincoln Street, Wilmington, MA 0188	Director	0	◉Yes ◯No
Palakben Patel	22 Waterloo Circle, Dover, NH 0382	President, Treasurer, Secretary and Shareholder	20%	◯Yes ◉No

[redacted]

Name of Principal	Residential Address	Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident	SSN	DOB
				◯Yes ◯No	◯Yes ◯No	◯Yes ◯No		
				◯Yes ◯No	◯Yes ◯No	◯Yes ◯No		

Additional pages attached? ◯Yes ◯No

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

MANAGEMENT AGREEMENT
Are you requesting approval to utilize a management company through a management agreement? Please provide a copy of the management agreement. ◯Yes ◉No

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

6B. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

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

Name of Principal	Title/Position	Percentage of Ownership
Palakben Patel	President, Treasurer, Secretary and Shareholder	100%
Jacqueline Ann Wadding	Director	0%

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality
Palakben Patel	Section 15	Moksh Family Corporation	Pepperell
Palakben Patel	Section 15	Narayan Muni LLC	Salem
Palakben Patel	Section 15	Jashiba LLC	Salem

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☐ No ☑

If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

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

7. AMENDMENT-Change of Premises Information

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

7A. ALTERATION OF PREMISES

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

PROPOSED DESCRIPTION OF PREMISES

Please provide a complete description of the proposed premises, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

Total Sq. Footage		Seating Capacity		Occupancy Number	
Number of Entrances		Number of Exits		Number of Floors	

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

7B. CHANGE OF LOCATION

Last-Approved Street Address	
Proposed Street Address	

DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

Total Sq. Footage		Seating Capacity		Occupancy Number	
Number of Entrances		Number of Exits		Number of Floors	

OCCUPANCY OF PREMISES

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

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

Landlord Name			
Landlord Phone		Landlord Email	
Landlord Address			
Lease Beginning Date		Rent per Month	
Lease Ending Date		Rent per Year	

Will the Landlord receive revenue based on percentage of alcohol sales? ◯Yes ◯No

8. AMENDMENT-Management Agreement

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

Are you requesting approval to utilize a management company through a management agreement?
If yes, please fill out section 8. ◯Yes ◯No

Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

IMPORTANT NOTE: A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does **not** pertain to a liquor license manager that is employed directly by the entity.*

8A. MANAGEMENT ENTITY

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in the management Entity (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name	Address	Phone

Name of Principal	Residential Address	SSN	DOB

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

Name of Principal	Residential Address	SSN	DOB

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

Name of Principal	Residential Address	SSN	DOB

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

Name of Principal	Residential Address	SSN	DOB

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

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime? ◯Yes ◯No
If yes, attach an affidavit providing the details of any and all convictions.

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

Does any individual or entity identified in question 8A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

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

Name	License Type	License Name	Municipality

8. AMENDMENT-Management Agreement

8C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 8A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

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

Name	License Type	License Name	Municipality

8D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 8A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

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

Licensee Name	License Type	Municipality	Date(s) of Agreement

8E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 8B, 8C or 8D ever been suspended, revoked or cancelled?

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

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

8F. TERMS OF AGREEMENT

a. Does the agreement provide for termination by the licensee? Yes ☐ No ☐

b. Will the licensee retain control of the business finances? Yes ☐ No ☐

c. Does the management entity handle the payroll for the business? Yes ☐ No ☐

d. Management Term Begin Date _____ e. Management Term End Date _____

f. How will the management company be compensated by the licensee? (check all that apply)

☐ $ per month/year (indicate amount) _____

☐ % of alcohol sales (indicate percentage) _____

☐ % of overall sales (indicate percentage) _____

☐ other (please explain) _____

ABCC Licensee Officer/LLC Manager

Signature: _____

Title: _____

Date: _____

Management Agreement Entity Officer/LLC Manager

Signature: _____

Title: _____

Date: _____

9. FINANCIAL DISCLOSURE

Required for the following transactions:

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

Purchase Price(s): $160,000

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
N/A	
Total:	0

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
Palakben Patel	$160,000	Term Note - Seller Financing	(•) Yes ( ) No
			( ) Yes ( ) No
			( ) Yes ( ) No
			( ) Yes ( ) No

FINANCIAL INFORMATION

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

Amita Patel is purchasing 80% of the stock in Piayn Corporation from Palakben Patel for $160,000, which shall be paid by a promissory note to Palakben Patel. The term of the note is five years with an interest rate of 2% per annum.

APPLICANT'S STATEMENT

I, Palakben Patel the: ☐ sole proprietor; ☐ partner; ☑ corporate principal; ☐ LLC/LLP manager
Authorized Signatory

of Piyan Corporation
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

(1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;

(2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;

(3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;

(4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;

(5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;

(6) I understand that all statements and representations made become conditions of the license;

(7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;

(8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and

(9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

(10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature: [signature] Date: 2/4/2026

Title: President

ADDITIONAL INFORMATION

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150

JEAN M. LORIZIO, ESQ.
CHAIRMAN

CORI REQUEST FORM

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

ABCC LICENSE INFORMATION

ABCC NUMBER: (IF EXISTING LICENSEE)	90689-PK-0106	LICENSEE NAME:	Piyan Corporation	CITY/TOWN:	Billerica

APPLICANT INFORMATION

LAST NAME:	Sanariya	FIRST NAME:	Mital	MIDDLE NAME:	M.
MAIDEN NAME OR ALIAS (IF APPLICABLE):	Patel	PLACE OF BIRTH:	India		
DATE O	[redacted]				
MOTHE					
GENDE					
CURRE					
CITY/TC					
FORME					
CITY/TC					

PRINT AND SIGN

PRINTED NAME:	Mital Sanariya	APPLICANT/EMPLOYEE SIGNATURE:	Mital Sanariya

NOTARY INFORMATION

On this Feb, 18th, 2026 before me, the undersigned notary public, personally appeared Mital Sanariya (name of document signer), proved to me through satisfactory evidence of identification, which were DL /MA to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

TICIANA HOXHAJ
Notary Public, Commonwealth of Massachusetts
My Commission Expires June 25, 2032

Ticiana Hoxhaj
NOTARY

DIVISION USE ONLY

REQUESTED BY: _____
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE

The DCJI Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJI. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. **ALL CORI request forms that include this field are required to be submitted to the DCJI via mail or by fax to (617) 660-4614.**

CORPORATE VOTE

ENTITY VOTE

The Board of Directors or LLC Managers of Piyan Corporation (Entity Name)

duly voted to apply to the Licensing Authority of Billerica (City/Town) and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on 2/4/2026 (Date of Meeting)

For the following transactions (Check all that apply):

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

"VOTED: To authorize Palakben Patel (Name of Person)

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint Amita Patel (Name of Liquor License Manager)

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,

Corporate Officer /LLC Manager Signature

Palakben Patel

(Print Name)

For Corporations ONLY

A true copy attest,

Corporate Clerk's Signature

Palakben Patel

(Print Name)

The Commonwealth of Massachusetts, William Francis Galvin

Corporations Division

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

Statement of Change of Supplemental Information

(General Laws, Chapter 156D, Section 2.02 AND Section 8.45; 950 CMR 113.17)

No Fee

Identification Number: 001673677

1. Exact name of the corporation:

PIYAN CORPORATION

2. Current registered office address:

Agent name: JACQUELINE ANN WADDING

Number and street: 6 MASON STREET, LOT 89

Address 2:

City or town: PEPPERELL State: MA Zip code: 01463

3. The following supplemental information has changed:

☑ Names and street addresses of the directors, president, treasurer, secretary

Title	Individual Name	Address
PRESIDENT	PALAKBEN PATEL	240 NASHUA ROAD BILLERICA, MA 01862 USA
TREASURER	PALAKBEN PATEL	240 NASHUA ROAD BILLERICA, MA 01862 USA
SECRETARY	PALAKBEN PATEL	240 NASHUA ROAD BILLERICA, MA 01862 USA
DIRECTOR	MITAL SANARIYA	240 NASHUA ROAD BILLERICA, MA 01862 USA

Fiscal year end:

December 31

Type of business in which the corporation intends to engage:

LIQUOR STORE

Principal office address:

Number and street: 240 NASHUA ROAD

Address 2:

City or town:	BILLERICA	State:	MA	Zip code:	01862
Country:	UNITED STATES				

Street address where the records of the corporation required to be kept in the Commonwealth are located (post office boxes are not acceptable):

Number and street:	240 NASHUA ROAD				
Address 2:					
City or town:	BILLERICA	State:	MA	Zip code:	01862
Country:	UNITED STATES				

Which is:

- ☑ its principal office
- ☐ an office of its transfer agent
- ☐ an office of its secretary/assistant secretary
- ☐ its registered office

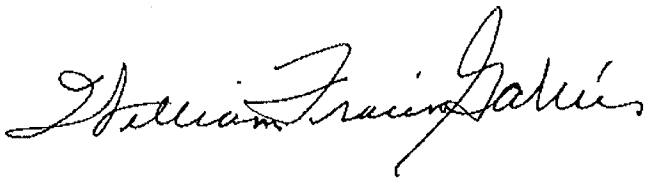
Signed by PALAKBEN PATEL , its PRESIDENT

on this 20 Day of February, 2026

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

February 20, 2026 12:22 PM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

The Commonwealth of Massachusetts, William Francis Galvin

Corporations Division

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

Statement of Change of Registered Agent/Registered Office

(General Laws, Chapter 156D, Section 5.02 AND Section 15.08; 950 CMR 113.21)

No Fee

Identification Number: 001673677

1. Exact name of the corporation:

PIYAN CORPORATION

2a. Current registered agent name: JACQUELINE ANN WADDING

2b. Current registered office address: 6 MASON STREET, LOT 89, PEPPERELL, MA 01463, USA

The street address of the registered office of the corporation and the business address of the registered agent are identical as required by General Laws, Chapter 156D, Section 5.02 and 15.08

3. The street address of the corporation registered office in the commonwealth and the name of the appointed registered agent at that office:

Agent name: AMITA PATEL

Number and street: 240 NASHUA ROAD, UNIT A

Address 2:

City or town: BILLERICA State: MA Zip code: 01862

I, AMITA PATEL,

registered agent of the above corporation , consent to my appointment as the registered agent of the above corporation pursuant to G. L. c. 156D, Section 5.02

This certificate is effective at the time and on the date approved by the Division, unless a later effective date not more than ninety (90) days from the date and time of filing is specified:

Later Effective Date (mm/dd/yyyy): Time (HH:MM)

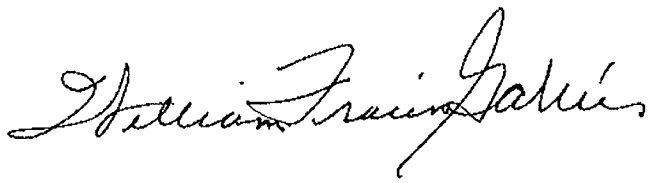
Signed by PALAKBEN PATEL , its PRESIDENT

on this 20 Day of February, 2026

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

February 20, 2026 01:59 PM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

The Commonwealth of Massachusetts, William Francis Galvin

Corporations Division

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

Articles of Amendment

(General Laws, Chapter 156D, Section 10.06; 950 CMR 113.34)

Minimum Filing Fee: $100.00

Identification Number: 001673677

1. Exact name of the corporation: PIYAN CORPORATION

These Articles of Amendment affecting article(s):

Article 3;

(Specify the number(s) of articles being amended(I-VI))

of the Articles of Organization were duly adopted at a meeting held on 07/11/2023

Approved by:

☑ the incorporators.

ARTICLE I

The exact name of the corporation, as amended, is:
(Do not state Article I if it has not been amended.)

ARTICLE II

The purpose of the corporation, as amended, is to engage in the following business activities:

(Do not state Article II if it has not been amended.)

ARTICLE III

To change the number of shares and the par value, if any, of any type, or to designate a class or series, of stock, or change a designation of class or series of stock, which the corporation is authorized to issue, complete the following:

Total authorized prior to amendment:

Class of Stock	Par value per share (Enter 0 if no Par)	Total authorized number of shares	Total authorized par value	Total issued and outstanding number of shares
CNP	0	275,000	0	1,000

Total authorized after amendment:

Class of Stock	Par value per share (Enter 0 if no Par)	Total authorized number of shares	Total authorized par value	Total issued and outstanding number of shares
CNP	0	1,000	0	1,000

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class, if amended. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the corporation must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class

(Do not state Article IV if it has not been amended.)

ARTICLE V

As amended, the restrictions imposed by the articles of organization upon the transfer of shares of stock of any class are:

(Do not state Article V if it has not been amended.)

ARTICLE VI

As amended, other lawful provisions for the conduct and regulation of the business and affairs of the business entity, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the business entity, or of its directors or stockholders, or of any class of stockholders:

(Do not state Article VI if it has not been amended.)

The amendment shall be effective at the time and on the date approved by the Division, unless a later effective date not more than ninety (90) days from the date and time of filing is specified:

Later Effective Date (mm/dd/yyyy): Time (HH:MM)

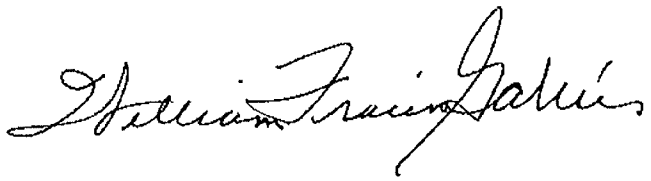
Signed by PALAKBEN PATEL , its PRESIDENT

on this 27 Day of July, 2023

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

July 27, 2023 10:08 AM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

The Commonwealth of Massachusetts, William Francis Galvin

Corporations Division

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

Articles of Organization

(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)

Minimum Filing Fee: $250.00

Identification Number: 001673677 (number will be assigned)

ARTICLE I

The exact name of the corporation is:

PIYAN CORPORATION

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Specify if you want a more limited purpose:

ARTICLE III

State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

Class of Stock	Par value per share (Enter 0 if no Par)	Total authorized number of shares	Total authorized par value	Total issued and outstanding number of shares
CNP	0	275,000	0	275,000

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the corporation must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

ARTICLE V

The restrictions, if any, imposed by the articles of organization upon the transfer of shares of stock of any class are:

ANY STOCKHOLDER, INCLUDING THE HEIRS, ASSIGNS, EXECUTORS OR ADMINISTRATORS OF A DECEASED STOCKHOLDER, DESIRING TO SELL OR TRANSFER SUCH STOCK OWNED BY HIM OR THEM, SHALL FIRST OFFER IT TO THE CORPORATION THROUGH THE BOARD OF DIRECTORS IN THE MANNER FOLLOWING: HE SHALL NOTIFY THE DIRECTORS OF HIS DESIRE TO SELL OR TRANSFER BY

NOTICE IN WRITING, WHICH NOTICE SHALL CONTAIN THE PRICE AT WHICH HE IS WILLING TO SELL OR TRANSFER AND THE NAME OF ON ARBITRATOR. THE DIRECTORS SHALL WITHIN THIRTY DAYS THEREAFTER, EITHER ACCEPT THE OFFER, OR BY NOTICE TO HIM IN WRITING NAME A SECOND ARBITRATOR, AND THESE TWO SHALL NAME A THIRD. IT SHALL THEN BE THE DUTY OF THE ARBITRATORS TO ASCERTAIN THE VALUE OF THE STOCK, AND IF ANY ARBITRATOR SHALL NEGLECT OR REFUSE TO APPEAR AT ANY MEETING APPOINTED BY THE ARBITRATORS, A MAJORITY MAY ACT IN THE ABSENCE OF SUCH ARBITRATOR. AFTER THE ACCEPTANCE OF THE OFFER, OR THE REPORT OF THE ARBITRATORS AS TO THE VALUE OF THE STOCK, THE DIRECTORS SHALL HAVE THIRTY DAYS WITHIN WHICH TO PURCHASE THE SAME AT SUCH VALUATION, BUT IF AT THE EXPIRATION OF THIRTY DAYS THE CORPORATION SHALL NOT HAVE EXERCISED THE RIGHT SO TO PURCHASE, THE OWNER OF THE STOCK SHALL BE AT LIBERTY TO DISPOSE OF THE SAME IN ANY MANNER HE MAY SEE FIT. NO SHARES OF STOCK SHALL BE SOLD OR TRANSFERRED ON THE BOOKS OF THE CORPORATION UNTIL THESE PROVISIONS HAVE BEEN COMPLIED WITH, BUT THE BOARD OF DIRECTORS MAY IN ANY PARTICULAR INSTANCE WAIVE THE REQUIREMENT.

ARTICLE VI

Other lawful provisions, and if there are no provisions, this article may be left blank.

THE BOARD OF DIRECTORS MAY CONSIST OF ONE OR MORE INDIVIDUALS NOTWITHSTANDING THE NUMBER OF SHAREHOLDERS. THE DIRECTORS MAY MAKE, AMEND OR REPEAL THE BY-LAWS IN WHOLE OR IN PART, EXCEPT WITH RESPECT TO ANY PROVISION THEREOF WHICH BY LAW OR THE BY-LAWS REQUIRES ACTION BY THE STOCKHOLDER. MEETINGS OF THE STOCKHOLDERS MAY BE HELD ANYWHERE IN THE UNITED STATES. THE CORPORATION MAY BE A PARTNER IN ANY BUSINESS ENTERPRISE IT WOULD HAVE POWER TO CONDUCT BY ITSELF. THE DIRECTORS SHALL HAVE THE POWER TO FIX FROM TIME TO TIME THEIR COMPENSATION. NO PERSON SHALL BE DISQUALIFIED FROM HOLDING ANY OFFICE BY REASON OF ANY INTEREST. IN THE ABSENCE OF FRAUD, ANY DIRECTORS, OFFICER OR STOCKHOLDER OF THIS CORPORATION INDIVIDUALLY, OR ANY INDIVIDUAL HAVING ANY INTEREST IN ANY CONCERN WHICH IS A STOCKHOLDER OF THIS CORPORATION, OR ANY CONCERN IN WHICH ANY SUCH DIRECTORS, OFFICERS, STOCKHOLDERS OR INDIVIDUALS HAVE ANY INTEREST, MAY BE A PART TO, OR MAY BE PECUNIARILY OR OTHERWISE INTEREST IN, ANY CONTRACT, TRANSACTION OR OTHER ACT OF THIS CORPORATION; AND SUCH CONTRACT, TRANSACTIONS OR ACT SHALL NOT BE IN ANY WAY INVALIDATED OR OTHERWISE AFFECTED BY THIS FACT; NO SUCH DIRECTOR, OFFICER, STOCKHOLDER OR INDIVIDUAL SHALL BE LIABLE TO ACCOUNT TO THIS CORPORATION FOR ANY PROFIT OR BENEFIT REALIZED THROUGH ANY SUCH CONTRACT, TRANSACTION OR ACT; ANY SUCH DIRECTOR OF THIS CORPORATION MAY BE COUNTED IN DETERMINING THE EXISTENCE OF A QUORUM AT ANY MEETING OF THE DIRECTORS OR OF ANY COMMITTEE THEREOF WHICH SHALL AUTHORIZE ANY SUCH CONTRACT, TRANSACTION OR ACT, AND MAY VOTE TO AUTHORIZE THE SAME; THE TERM "INTEREST" INCLUDES PERSONAL INTEREST AND INTEREST AS A DIRECTOR, OFFICER, STOCKHOLDER, SHAREHOLDER, TRUSTEE, MEMBER OR BENEFICIARY OF ANY CONCERN; AND THE TERM "CONCERN" MEANS ANY CORPORATION, ASSOCIATION, TRUST, PARTNERSHIP, FIRM, PERSON OR OTHER ENTITY OTHER THAN THIS CORPORATION. NO DIRECTOR OF THE CORPORATION SHALL BE LIABLE TO THE CORPORATION OR ITS STOCKHOLDERS FOR MONETARY DAMAGES FOR BREACH OF FIDUCIARY DUTY AS A DIRECTOR, EXCEPT FOR LIABILITY (I) FOR ANY BREACH OF THE DIRECTOR'S DUTY OF LOYALTY TO THE CORPORATION OR ITS STOCKHOLDERS; (II) FOR ACTS OR OMISSIONS NOT IN GOOD FAITH OR WHICH INVOLVE INTENTIONAL MISCONDUCT OR A KNOWING VIOLATION OF LAW; (III) FOR IMPROPER DISTRIBUTIONS UNDER SECTION 6.40 OF CHAPTER 156D OF THE GENERAL LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, OR SUCCESSOR PROVISIONS THERETO; OR (IV) FOR ANY TRANSACTION IN WHICH THE DIRECTOR DERIVED AN IMPROPER PERSONAL BENEFIT. NO AMENDMENT TO OR REPEAL OF ANY PROVISION OF THIS PARAGRAPH, DIRECTLY OR BY ADOPTION OF AN INCONSISTENT PROVISION OF THESE ARTICLES OF ORGANIZATION, SHALL APPLY TO OR HAVE ANY EFFECT ON ANY LIABILITY OR ALLEGED LIABILITY OF ANY DIRECTOR OF THE CORPORATION FOR WITH RESPECT TO ANY ACTS OR OMISSIONS OF SUCH DIRECTOR OCCURRING PRIOR TO SUCH AMENDMENT OR REPEAL.

ARTICLE VII

The effective date of organization shall be the date and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a later effective date is desired, specify such date, which may not be later than ninety (90) days from the date and time of filing

Later Effective Date (mm/dd/yyyy): Time (HH:MM)

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the articles of organization.

a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:

Agent name: JACQUELINE ANN WADDING

Number and street: 6 MASON STREET, LOT 89

Address 2:

City or town: PEPPERELL State: MA Zip code: 01463

c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

Title	Individual Name	Address
PRESIDENT	PALAKBEN PATEL	
TREASURER	PALAKBEN PATEL	
SECRETARY	PALAKBEN PATEL	
DIRECTOR	JACQUELINE ANN WADDING	

d. The fiscal year end (i.e., tax year) of the corporation:

December 31

e. A brief description of the type of business in which the corporation intends to engage:

LIQUOR STORE

f. The street address (post office boxes are not acceptable) of the principal office of the corporation:

Number and street: 240 NASHUA ROAD

Address 2:

City or town: BILLERICA State: MA Zip code: 01862

Country: UNITED STATES

g. Street address where the records of the corporation required to be kept in the Commonwealth are located (post office boxes are not acceptable):

Number and street: 240 NASHUA ROAD

Address 2:

City or town: BILLERICA State: MA Zip code: 01862

Country: UNITED STATES

Which is:

☑ its principal office

☐ an office of its transfer agent

☐ an office of its secretary/assistant secretary

☐ its registered office

Signed this 11 Day of July, 2023 at 09:07 AM by the incorporator(s). (If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)

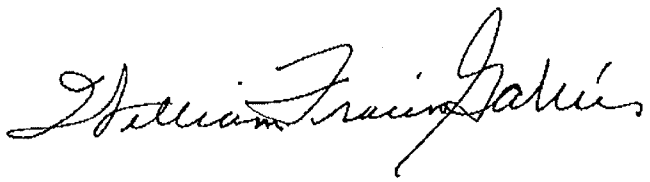
PALAKBEN PATEL

MA SOC Filing Number: 202305972460 Date: 7/11/2023 9:57:32 AM

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

July 11, 2023 09:57 AM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

STOCK PURCHASE AGREEMENT

STOCK PURCHASE AGREEMENT
PIYAN CORPORATION

This AGREEMENT is entered into by Palakben Patel of 50 Sheffield Drive, Apt. 302, Dover, New Hampshire 03820, as "Seller", and Amita Patel of 174 Tyngsboro Road, Apt. 20, North Chelmsford, Massachusetts 01863, as "Buyer".

WHEREAS, Seller owns all of the 1,000 issued and outstanding stock of Piyan Corporation (the "Corporation"), a Massachusetts corporation duly organized by law and having its place of business at 240 Nashua Road, Unit A, Billerica, Massachusetts 01862, and doing business as "Easy Liquors" (the "Business"). The Seller's shares of stock are referred to in this Agreement as the "Shares"; and

WHEREAS, Seller desires to sell to the Buyer eighty (80%) percent of the Shares of the Corporation and Buyer desires to buy said Shares for the consideration and on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, provisions and agreements contained herein, the parties agree as follows:

ARTICLE ONE
SALE AND PURCHASE OF THE CORPORATION SHARES

1. Sale and Purchase of the Seller's Shares. On the terms and subject to the conditions of this Agreement, Seller agrees to sell, assign, and transfer to Buyer on the Closing Date, eight hundred (800) Shares in the Corporation to the Buyer for the sum of $160,000.00. Seller represents that she owns 1,000 Shares of the issued and outstanding Shares of the Corporation as set forth above.

2. Purchase Price. In full consideration of the sale, assignment and transfer of the Shares, the Buyer shall pay the total sum of One Hundred Sixty Thousand and 00/100 ($160,000.00) Dollars by a promissory note of the Buyer on the date of closing bearing interest at the rate of two (2%) percent per annum, payable to the Seller in sixty (60) consecutive equal monthly payments of principal and interest, commencing one month from the date of closing and on the same day of each month thereafter (the "Note"). The Note may be prepaid in whole or in part at any time without penalty.

3. Closing. The closing of the purchase and sale of the Shares of the Corporation contemplated by this Agreement (the "Closing") shall take place within fifteen days after the Alcoholic Beverage Control Commission, ("ABCC") has approved the Seller's transfer of the shares to the Buyer (such approval, the "ABCC Approval"), at Demakis Law Offices PC, 56 Central Avenue, Lynn, MA, or at such other time and place mutually acceptable to Buyer and Seller. At the time of Closing Seller shall assign their Shares of stock to the Buyer as set forth herein. If the Buyer has not obtained the ABCC Approval by the day that is one hundred eighty (180) days after the execution of this Agreement, then either party to this Agreement may terminate this Agreement by written notice to the other party, such termination to be effective on the date set forth in such notice. At the time of Closing Seller shall assign the Shares of the Corporation to the Buyer as set forth herein.

ARTICLE TWO
COVENANTS OF BUYER AND SELLER

Seller covenants to Buyer as follows, that he has not:

1. Issued or committed to issue any capital stock or any other ownership interest of the Corporation besides the 1,000 Shares, in total, owned by Seller.

2. Changed the Articles of Organization or other governing instruments of the Corporation from those appearing in the Office of the Secretary of the Commonwealth of Massachusetts.

3. Executed any promissory note or other debt obligation on behalf of the Corporation that is outstanding.

ARTICLE THREE
REPRESENTATIONS, WARRANTIES AND AGREEMENTS OF SELLER

Individual Representations, Warranties and Agreements of the Seller.

Seller represents and warrants the following:

1. Authority and Capacity. Seller has all requisite power, authority and capacity to enter into this Agreement and to perform the Seller's obligations hereunder and that the

execution, and performance of this Agreement by the Seller will be, if required, duly and validly authorized and approved by the Board of Directors of the Corporation.

2. Assets of the Corporation. None of the assets of the Corporation currently is subject to any lien or security interest.

3. Title to the Shares of the Corporation. Seller is the lawful owner of the Shares and the sale will transfer to the Buyer legal and valid title thereto, free and clear of all claims, liens, charges, security interests, pledges, encumbrances of any kind and nature whatsoever.

4. Taxes and Reports. Except as otherwise specifically set forth:

All federal, state and local taxes or assessment returns and reports required to be filed by the Corporation or relating to the Corporation have been filed with all appropriate governmental agencies. All federal, state and local income, sales, and other taxes, or payments (including interest and penalties) due from the Corporation to this date have been fully paid or will be paid or adequately provided for between the parties at Closing. No issues have been raised (or are currently pending) by the Internal Revenue Service or any other authority in connection with any of the returns and reports referred to above. The Corporation is not a party to any pending action or proceedings by any government agency for assessment or collection of taxes or other payments.

5. Corporation Records. All of the Corporation's records shall remain with the Corporation at Closing including corporate records, minute books, income or corporate excise tax returns or records relating thereto for at least the past four years, bank records, monthly or annual accounting reports or accounts payable vouchers, paid checks, general operating and receivable ledgers, cash receipt books, federal and state employee earnings reports, payroll records, journals, and other similar books and accounts, for any period or periods prior to the Closing Date.

ARTICLE FOUR
REPRESENTATIONS, WARRANTIES, AND AGREEMENTS OF BUYER

Buyer represents, warrants, and agrees that he has inspected the assets of the Corporation's Business and all of its assets and the business records of the Corporation. Buyer has not relied on any warranties or representations of the Seller with respect to the condition of any of the assets of the Corporation.

ARTICLE FIVE
BUYER'S AND SELLER'S OBLIGATIONS, ADJUSTMENTS

Additional Provisions. It is specifically understood and agreed by and between Seller and Buyer as follows:

1. Closing Adjustments. Adjustments to the purchase price, if any, shall be handled by Buyer and Seller outside of closing.

2. Officers and Directors. At Closing, Palakben Patel shall resign as President, Treasurer and Secretary of the Corporation.

ARTICLE SIX
MISCELLANEOUS

1. Governing Law. This Agreement shall be construed and enforced in accordance with and governed by the laws of the Commonwealth of Massachusetts.

2. Counterpart. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties hereto.

3. Severability. Any provision hereof which may prove unenforceable under any law shall not affect the validity or enforceability of any other provision hereof.

4. Notices. All notices under this Stock Purchase Agreement shall be given by certified mail to Buyers and Sellers at the addresses indicated at the beginning of this Agreement.

5. Representations. All representations and warranties set forth in this Agreement shall survive the Closing.

6. Amendments; Waiver of Condition. This Agreement may be amended only by an instrument in writing signed by each of the parties hereto.

7. Entire Agreement. The provisions contained in this Agreement constitute the

entire agreement between the parties hereto.

SIGNATURES ON FOLLOWING PAGE

SELLER: Palakben Patel

Date: 01/22/26

BUYER: Amita Patel

Date: 01/22/26

PROMISSORY NOTE

NOTE

160,000 _____, 2026

FOR VALUE RECEIVED, Amita Patel of 174 Tyngsboro Road, Apt 2, North Chelmsford, Massachusetts 01863, promises to pay to Palakben Patel of 50 Sheffield Drive, Apt 302, Dover, New Hampshire 03820, or order, the principal sum of One Hundred Sixty Thousand and 00/100 ($160,000.00) Dollars, bearing interest at the rate of two (2%) percent per annum, payable within five (5) years in sixty (60) consecutive equal monthly installments of principal and interest, due and payable on the first day of each month commencing on _____, 2026, and a final payment of principal, interest and late charges, if any, on _____, 2026. Said monthly installments shall be first applied to late charges, if any then due, and the remaining balance to principal. In any event, the entire balance of principal and shall be paid to the holder 10 years from the date hereof ("Maturity Date").

Payments will be applied in inverse order of maturity. The Note Holder hereof shall be entitled to collect a late charge not to exceed three (3%) percent of any installment unpaid for ten (10) days after due date.

FAILURE TO PAY ANY OF THE SAID INSTALLMENTS WITHIN FIFTEEN (15) DAYS FROM THE DATE WHEN SAME BECOMES DUE SHALL CONSTITUTE A DEFAULT HEREUNDER AND MAKE THE WHOLE OF THE BALANCE OF SAID PRINCIPAL SUM IMMEDIATELY DUE AND PAYABLE AT THE OPTION OF THE NOTE HOLDER.

The filing of any petition in bankruptcy or insolvency by or against the undersigned, or the appointment of any receiver, trustee, trust mortgagee or similar officer or creditors' committee to take charge of any property of the undersigned, or the making of any offer to make a composition of debts with creditors or the commission of any act of bankruptcy or insolvency or the making of an assignment for the benefit of creditors shall constitute a default under this Note.

In the event of any default under this Note or a violation of any term, condition or provision of the Mortgage, the Note Holder hereof may at its option declare the full amount remaining unpaid hereunder to be immediately due and payable, and may thereupon or any time thereafter, demand, sue for and collect the same and proceed against any security.

Upon default, if this Note is referred to an attorney for collection, the undersigned agrees to pay all costs, expenses and reasonable attorney's fees incurred or paid by the Note Holder in demanding payment or in enforcing its rights on this Note.

Each maker, endorser and guarantor of this Note waives presentment, demand, notice, protest and all other demands and notices in connection with the delivery, acceptance or default of this Note, and the exercise of and enforcement of any rights hereunder by the Note Holder, and assents without notice to any extension or postponement of the time of payment or any indulgence, to any substitution, exchange or release of collateral, if any, and/or to the addition or release of any party or person primarily or secondarily liable hereunder, which may from time to time be agreed to by the holder hereof. The liability of each maker, endorser and guarantor

hereof shall be absolute and unconditional without regard to the liability of any other, regardless of the time, order or place of signing.

No delay or omission on the part of the Note Holder in exercising any right hereunder shall operate as a waiver of such right or of any other right hereunder, and no single or partial exercise of any right hereunder shall preclude other or further exercise thereof; a waiver of any right or remedy on any one occasion shall not be construed as a bar to or waiver of any such right or remedy on any future occasion.

Any deposits or other sums at any time credited by or due from the Note Holder to the maker hereof and any securities or other property of the maker hereof in the possession of the Note Holder may at all times be held and treated as collateral security for the payment of this Note and any and all other liabilities of any maker to the Note Holder, direct, indirect or contingent, joint or several, due or to become due, now existing or hereafter arising.

SIGNED AS A SEALED INSTRUMENT THIS _____ DAY OF _____ 2026.

Witness:

_____ _____

Amita Patel

PROOF OF CITIZENSHIP/LEGAL IMMIGRATION STATUS

AFFIDAVIT OF PUBLICATION

STATE OF MASSACHUSETTS,
Middlesex County ss:
City of Lowell

Michele Sisco-Martin residing in Kingston, NY, being duly sworn, deposes and says that she is the Regional Legal Clerk of **Media News Group,** a Corporation duly organized under the laws of the State of Massachusetts; that said Corportation is the publisher of **The Sun**, a daily newspaper published in the City of Lowell, County of Middlesex and State of Massachusetts, and that the notice of which the annexed is a printed copy, has been regularly published in **The Sun**.

Once Daily for **One Day**

To wit: **04/09/26**

Town of Billerica
Select Board
April 27, 2026
365 Boston Road
Conway Hearing Room
Hybrid

In accordance with M.G.L. Chapter 138, notice is hereby given that the Billerica Select Board will hold a Public Hearing on Monday, April 27, 2026, at 6:00 PM, in the Select Board Meeting Room, Town Hall, 365 Boston Road, Billerica, MA, and via remote participation (Zoom: https://us02web.zoom.us/j/83477138002; Phone: 1-929-205-6099), to consider the application of:
Piyan Corporation d/b/a Easy Liquors,
240 Nashua Road, Unit A, Billerica, MA,
for approval of a Change of Manager, Officers/Directors, and Stock Ownership for a Section 15 All Alcohol Package Store License.
By order of the Select Board
Town of Billerica
April 9, 2026
#NY0173705

Michele Sisco-Martin

Sworn to before me this
04/09/26

Kathi L Davis
Notary Public

KATHI L DAVIS
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01DA6410130
Qualified in Ulster County
Commission Expires October 19, 2028

2805429 - selectboard@billerica.gov

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

Order Number:
NY0173705
Order Status:
Submitted
Classification:
General Legal Notices & Bids
Package:
Legals MA
Site:
ma-legals
Final Cost:
$186.53
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@billerica.gov
BILLERICA SELECT BOARD

TRANSACTION REPORT

Date
April 6, 2026 2:00:09 PM EDT
Amount:
$201.53
Date
April 6, 2026 2:21:18 PM EDT
Amount:
($15.00)

PREVIEW FOR AD NUMBER NY01737050

Town of Billerica
Select Board
April 27, 2026
365 Boston Road
Conway Hearing Room
Hybrid

In accordance with M.G.L. Chapter 138, notice is hereby given that the Billerica Select Board will hold a Public Hearing on Monday, April 27, 2026, at 6:00 PM, in the Select Board Meeting Room, Town Hall, 365 Boston Road, Billerica, MA, and via remote participation (Zoom: https://us02web.zoom.us/j/83477138002; Phone: 1-929-205-6099), to consider the application of:
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By order of the Select Board
Town of Billerica
April 9, 2026
#NY0173705

<< Click here to print a printer friendly version >>

ADDITIONAL OPTIONS

1 Affidavit

SCHEDULE FOR AD NUMBER NY01737050

April 9, 2026
The Lowell Sun Legals

Kerri Rufo

From: michael rosa <mikerosaselectman@att.net>
Sent: Monday, April 6, 2026 10:39 AM
To: Kerri Rufo
Cc: Christopher Dillon; Jillian Pavidis; Ann Marie Casey; Ivria Fried
Subject: Re: Cancelled Select Board Meeting 04/06/26 to be rescheduled
Attachments: Parker St Neighborhood 25 mph.docx; estimated water bill policy(2).docx

[EXTERNAL EMAIL]

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

Hi Kerri
Am I to understand that even thought I said I had a conflict for 4-9-26 and I was available any night the week of the 13th. The Chair is moving forward with the meeting on 4-9-26. Then I want to have the two agenda items that were removed by the chair to be added to this agenda. The First is a policy for the water rules and regulations. We have had multiple residents getting extremely high bills do to the town issuing estimated bills. The second is a list of streets in the Parker Street neighborhood to reduce the speed to 25 mph, with the exception of the school zone which will remain 20 mph.

Thank You
Mike Rosa
Select Board

PRIVILEGED AND CONFIDENTIAL: This e-mail communication (including any attachments) contains information that is confidential.The information is for the sole use of the intended recipient(s). If you are not an intended recipient, please: (i) be aware that any unauthorized interception, review, use, disclosure, or distribution is prohibited; (ii) notify the sender by return e-mail; and (iii) delete this communication from your computer system and destroy any copies. Thank you.

On Monday, April 6, 2026 at 09:55:31 AM EDT, Kerri Rufo <selectboard@billerica.gov> wrote:

The Select Board meeting has been rescheduled and will now be held on Thursday, April 9, 2026.

If you plan to attend remotely, please let me know and I will provide you with the Zoom information.

We apologize for any inconvenience this may cause and appreciate your understanding.
Thank you,
Kerri Rufo

From: Kerri Rufo
Sent: Friday, April 3, 2026 12:29 PM
To: Jenn Iannalfo <jennifer.iannalfo@nationalgrid.com>; Alex Bourgeois <abourgeois@demakislaw.com>;

bostoncollins73@gmail.com; licenseservices@starbucks.com; 'al@gpchicken.com' <al@gpchicken.com>; Shreya PR <shreya@thepgmg.com>; Kerry Clery <kclery@billericak12.com>; Mary St. George <mstgeorge@billericak12.com>
Cc: Christopher Dillon <cdillon@billerica.gov>; Jillian Pavidis <jpavidis@billerica.gov>; John Burrows <jburrows@billerica.gov>
Subject: Cancelled Select Board Meeting 04/06/26 to be rescheduled

Dear Applicant,

I am writing to inform you that the Select Board meeting scheduled for Monday, April 6, 2026, has been cancelled.

As a result, your item that was scheduled to appear on the agenda will need to be rescheduled. We are currently working to identify a new meeting date and will notify you as soon as that date is confirmed.

To those businesses that were planning an upcoming opening, we sincerely apologize for any inconvenience this may cause and understand the impact this may have on your timeline.

If you have any questions in the meantime, please feel free to contact our office.
Thank you,

Kerri Rufo
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.

Article VI. Rates, Fees, and Billing

Section 16. Estimated billing done by the Town

1) If the town sends out two (2) consecutive estimated water and sewer bills, the town shall flag the account, call and send certified mail to the to the property owner and/or account holder to notify them that the town is not receiving actual readings from the meter, the bills they received are estimated, and they need to schedule an appointment to have the necessary repairs done. Town shall make reasonable efforts to schedule and conduct an on-site inspection at the property to identify and resolve the cause of the estimated readings.

2) If the town sends more than two (2) estimated bills and does not comply with step one (1). the town shall not be able to recoup the difference between estimated and actual water and sewer use for more than the two (2) consecutive estimated bills.

3) If the property owner and/or account holder fails to respond to the Town's notification efforts or denies access for inspection and repair, and estimated billing continues as a result, the customer shall be responsible for the full amount of any subsequent adjustment between estimated and actual usage.

Your Information | Payment | Receipt

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

Your account has been billed for the following transaction. You will receive a receipt via email.

Transaction Processed Successfully.
INVOICE #: 201f7a1d-3888-427c-b6a7-a8466044f152

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	Playoff sports Bar LLC	$200.00
		$200.00

Total Convenience Fee: $5.18

Date Paid: 3/17/2026 2:43:24 PM EDT

Total Amount Paid: $205.18

Payment On Behalf Of

License Number or Business Name:
Playoff sports Bar LLC

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
Lucas

Last Name:
Moya

Address:
614 washington st

City:
Lynn

State:
MA

Zip Code:
01901

Email Address:
L.moya@mankafsc.com

NEW LICENSE

To apply for an alcoholic beverages retail license, you will need the following:

- **$200 Fee** paid online through our online payment link: **ABCC PAYMENT WEBSITE**
- **Monetary Transmittal Form**
- **New Retail Application**
- **Manager Application**
- **Vote of the Entity**
- **Business Structure Documents**
    - If Sole Proprietor, **Business Certificate**
    - If partnership, **Partnership Agreement**
    - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth
- **CORI Authorization Form** Complete one for each individual with financial or beneficial interest in the entity that is applying AND one for the proposed manager of record. *This form must be notarized with a stamp or raised seal.*
- **Proof of Citizenship/Qualified Alien** for the proposed Manager of Record (*Manager must be a U.S citizen or a Qualified Alien under the Immigration and Nationality Act, 8 U.S.C. 1101*). Please Include one of the following:
    - U.S. Passport
    - Voter's Certificate
    - Birth Certificate
    - Naturalization Papers
    - Permanent Resident Card "Green Card"
    - Employment Authorization Document
- **Supporting Financial Records** for all financing and or loans, including pledge documents, if applicable.
- **Legal Right to Occupy**, a lease or deed.
- **Floor Plan**
- **Abutter's Notification**
- **Advertisement**
- **Additional information, if necessary, utilizing the formats provided and or any affidavits.**
- **Management Agreement**, if applicable, requires the following:

    - Management Agreement Application
    - Management Agreement
    - Vote of the Entity
    - CORI Forms for all listed in Section 11 and attachments

Please Note: You may be requested to submit additional supporting documentation if necessary.

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

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM

APPLICATION FOR A NEW LICENSE

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE: RETA

Please make $200.00 payment here: ABCC PAYMENT WEBSITE

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME Playoff sports Bar LLC

ADDRESS 512 Middlesex Turnpike

CITY/TOWN Billerica **STATE** MA **ZIP CODE** 01821

For the following transactions (Check all that apply):

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

THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL:

Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358

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

APPLICATION FOR A NEW LICENSE

Municipality: Billerica

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
On-Premises	§12 Restaurant	All Alcoholic Beverages	Annual

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

SportBar style.The building offers 1 bar on the first floor and an additional bar and function area on the second floor. Total seated capacity is 155, 3,848 SF.

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

2. BUSINESS ENTITY INFORMATION

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

Entity Name: Playoff Sport Bar LLC FEIN: 41-4087631

DBA: Playoff Sport Bar Manager of Record: Alex Dos Santos Evoras

Street Address: 512 Middlesex Turnpike, Billerica, MA, 01821

Phone: 6175010608 Email: expressopizza131@gmail.com

Alternative Phone: 6175010608 Website: N/A

3. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

The building offers 1 bar on the first floor and an additional bar and function area on the second floor. Total seated capacity is 155, 3,848 SF.

Total Square Footage: 3848 SF Number of Entrances: 1 Seating Capacity: 155

Number of Floors: 2 Number of Exits: 5 Occupancy Number: 165

4. APPLICATION CONTACT

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

Name: Lucas Moya Phone: 7819578172

Title: Consultant Email: L.moya@Mankafsc.com

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality
ROCCOS RESTAURANT & BAR LLC	Restaurant	08588-RS-1482	Wilmington

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☑ No ☐

If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
ROCCOS RESTAURANT & BAR LLC	Restaurant	08588-RS-1482	Wilmington

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

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

7. OCCUPANCY OF PREMISES

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

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

Please indicate by what means the applicant will occupy the premises: Lease

Landlord Name: Five Twelve Middlesex, LLC

Landlord Phone: 9783751248

Landlord Email: profit27@aol.com

Landlord Address: 512 Middlesex Turmpike, Billerica, MA, 01821

Lease Beginning Date: 03/01/2026

Rent per Month: 7,400.00

Lease Ending Date: 02/28/2028

Rent per Year: 88,800.00

Will the Landlord receive revenue based on percentage of alcohol sales? ◯ Yes ◯ No

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	0
B. Purchase Price for Business Assets	15,000
C. Other * (Please specify below)	10,000
D. Total Cost	25,000

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

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
ALEX DOS SANTOS EVORAS	25,000
Total:	25,000

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
			◯ Yes ◯ No
			◯ Yes ◯ No
			◯ Yes ◯ No
			◯ Yes ◯ No

FINANCIAL INFORMATION

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

Alex Dos Santos Evoras, 100% owner of Playoff Sport Bar LLC, is personally funding this venture through his Citizens account, with a balance of $123,843.84 prior to investment. The $15,000 asset purchase is detailed in statement, and the remaining $10,000 for startup costs is available from the same account.

9. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? ◯ Yes ◯ No

Please indicate what you are seeking to pledge (check all that apply) ☑ License ☐ Stock ☑ Inventory

To whom is the pledge being made? Five Twelve Middlesex, LLC

11. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement? ◯ Yes ◯ No
If yes, please fill out section 11.

Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

IMPORTANT NOTE: A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does **not** pertain to a liquor license manager that is employed directly by the entity.*

11A. MANAGEMENT ENTITY

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in the management Entity (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name | Address | Phone

Name of Principal | Residential Address | SSN | DOB

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

Name of Principal | Residential Address | SSN | DOB

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

Name of Principal | Residential Address | SSN | DOB

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

Name of Principal | Residential Address | SSN | DOB

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

Name of Principal | Residential Address | SSN | DOB

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

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime? ◯ Yes ◯ No
If yes, attach an affidavit providing the details of any and all convictions.

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

Does any individual or entity identified in question 11A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

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

Name	License Type	License Name	Municipality

11C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 11A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

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

Name	License Type	License Name	Municipality

11D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 11A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

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

Licensee Name	License Type	Municipality	Date(s) of Agreement

11E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Has any of the disclosed licenses listed in questions in section 11B, 11C, 11D ever been suspended, revoked or cancelled?

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

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

11F. TERMS OF AGREEMENT

a. Does the agreement provide for termination by the licensee? Yes ☐ No ☐

b. Will the licensee retain control of the business finances? Yes ☐ No ☐

c. Does the management entity handle the payroll for the business? Yes ☐ No ☐

d. Management Term Begin Date _____ e. Management Term End Date _____

f. How will the management company be compensated by the licensee? (check all that apply)

☐ $ per month/year (indicate amount) _____

☐ % of alcohol sales (indicate percentage) _____

☐ % of overall sales (indicate percentage) _____

☐ other (please explain) _____

ABCC Licensee Officer/LLC Manager

Signature: _____

Title: _____

Date: _____

Management Agreement Entity Officer/LLC Manager

Signature: _____

Title: _____

Date: _____

ADDITIONAL INFORMATION

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

Alex Dos Santos Evoras, the 100% owner and Manager of Record of Playoff Sport Bar LLC, is personally funding this venture through his Citizens account (ending 463-5). The total investment of $25,000 is composed of $15,000 for the purchase of business assets from the prior occupant of 512 Middlesex Turnpike, Billerica, MA, and $10,000 allocated toward initial startup costs including minor renovations, painting, and opening alcohol inventory.The $15,000 asset purchase was completed on March 16, 2026, as evidenced by the signed Letter of Agreement and Payment Receipt between buyer Alex Dos Santos Evoras and seller Paul Looney. The corresponding $15,000 withdrawal is reflected in the personal bank statement dated February 12 through March 11, 2026. The account balance prior to and following this withdrawal demonstrates sufficient personal financial capacity to cover the full $25,000 investment, with a remaining balance of $108,645.57 as of March 11, 2026. Regarding corporate structure, Alex Dos Santos Evoras holds 100% ownership of Playoff Sport Bar LLC and serves as Manager of Record for the ABCC license. He is a Qualified Alien under the Immigration and Nationality Act and holds a valid Employment Authorization Document, submitted herewith as proof of status. Diego Soares Pereira is listed as an LLC Manager with 0% ownership interest and will serve as the on-site Operations Manager responsible for the day-to-day management of the business. Diego Soares Pereira is a US citizen, and a copy of his US Passport is submitted here.

APPLICANT'S STATEMENT

I, ALEX DOS SANTOS EV the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☑ LLC/LLP manager
Authorized Signatory

of Playoff sports Bar LLC
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

(1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;

(2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;

(3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;

(4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;

(5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;

(6) I understand that all statements and representations made become conditions of the license;

(7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;

(8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and

(9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

(10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature: _____ Date: 03/17/2026

Title: LLC Manager

ENTITY VOTE

The Board of Directors or LLC Managers of Playoff sports Bar LLC
Entity Name

duly voted to apply to the Licensing Authority of Billerica and the
City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on 03/17/2026
Date of Meeting

For the following transactions (Check all that apply):

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

"VOTED: To authorize ALEX DOS SANTOS EVORAS
Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint ALEX DOS SANTOS EVORAS
Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,

Corporate Officer /LLC Manager Signature

(Print Name)

For Corporations ONLY
A true copy attest,

Corporation Clerk's Signature

(Print Name)

ADDENDUM A

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

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name

Percentage of Ownership in Entity being Licensed
(Write "NA" if this is the entity being licensed)

Name of Principal | Residential Address | SSN | DOB

Title and or Position | Percentage of Ownership | Director / LLC Manager | US Citizen | MA Resident

Yes No | Yes No | Yes No

Name of Principal | Residential Address | SSN | DOB

Title and or Position | Percentage of Ownership | Director / LLC Manager | US Citizen | MA Resident

Yes No | Yes No | Yes No

Name of Principal | Residential Address | SSN | DOB

Title and or Position | Percentage of Ownership | Director / LLC Manager | US Citizen | MA Resident

Yes No | Yes No | Yes No

Name of Principal | Residential Address | SSN | DOB

Title and or Position | Percentage of Ownership | Director / LLC Manager | US Citizen | MA Resident

Yes No | Yes No | Yes No

Name of Principal | Residential Address | SSN | DOB

Title and or Position | Percentage of Ownership | Director / LLC Manager | US Citizen | MA Resident

Yes No | Yes No | Yes No

Name of Principal | Residential Address | SSN | DOB

Title and or Position | Percentage of Ownership | Director / LLC Manager | US Citizen | MA Resident

Yes No | Yes No | Yes No

Name of Principal | Residential Address | SSN | DOB

Title and or Position | Percentage of Ownership | Director / LLC Manager | US Citizen | MA Resident

Yes No | Yes No | Yes No

Name of Principal | Residential Address | SSN | DOB

Title and or Position | Percentage of Ownership | Director / LLC Manager | US Citizen | MA Resident

Yes No | Yes No | Yes No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?
If yes, attach an affidavit providing the details of any and all convictions.

Yes No

10. MANAGER APPLICATION

A. MANAGER INFORMATION

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

Proposed Manager Name: Alex Dos Santos Evoras Date of Bir: [redacted]

Residential Address: [redacted]

Email: expressopizza131@gmail.com Phone: [redacted]

Please indicate how many hours per week you intend to be on the licensed premises: 40

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen/Qualified Alien under the Immigration and Nationality Act? (●) Yes ( ) No

If yes, attach one of the following documents: US Passport, Voter's Certificate, Birth Certificate, Naturalization Papers, Permanent Resident Card "Green Card", or Employment Authorization Document.

Have you ever been convicted of a state, federal, or military crime? ( ) Yes (●) No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name
2018	-	Owner	Expresso Pizzeria	N/A
2024	-	Owner	Roccos Restaurant & Bar	N/A

D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? ( ) Yes (●) No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

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

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature: Alexdos Santos Evoras Date: 03/17/2026

APPLICANT'S STATEMENT

I, ALEX DOS SANTOS EV (Authorized Signatory) the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☑ LLC/LLP manager

of Playoff sports Bar LLC (Name of the Entity/Corporation)

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

(1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;

(2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;

(3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;

(4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;

(5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;

(6) I understand that all statements and representations made become conditions of the license;

(7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;

(8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and

(9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

(10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature: Alexdos Santos Esquos Date: 03/17/2026

Title: LLC Manager

ENTITY VOTE

The Board of Directors or LLC Managers of Playoff sports Bar LLC (Entity Name)

duly voted to apply to the Licensing Authority of Billerica (City/Town) and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on 03/17/2026 (Date of Meeting)

For the following transactions (Check all that apply):

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

"VOTED: To authorize ALEX DOS SANTOS EVORAS (Name of Person)

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint ALEX DOS SANTOS EVORAS (Name of Liquor License Manager)

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,

Alexdos Santos Evoras
Corporate Officer /LLC Manager Signature

Alexdos Santos Evoras
(Print Name)

For Corporations ONLY
A true copy attest,

Alexdos Santos Evoras
Corporation Clerk's Signature

Alexdos Santos Evoras
(Print Name)

Secretary of the Commonwealth of Massachusetts
William Francis Galvin

Business Entity Summary

ID Number: 001946186 Request certificate New search

Summary for: PLAYOFFS SPORTS BAR LLC

The exact name of the Domestic Limited Liability Company (LLC): PLAYOFFS SPORTS BAR LLC

Entity type: Domestic Limited Liability Company (LLC)

Identification Number: 001946186

Date of Organization in Massachusetts: 02-03-2026 **Date of Revival:**

Last date certain:

The location or address where the records are maintained (A PO box is not a valid location or address):

Address: 512 MIDDLESEX TURNPIKE

City or town, State, Zip code, Country: BILLERICA, MA 01821 USA

The name and address of the Resident Agent:

Name: ALEX DOS SANTOS EVORAS

Address: [redacted]

The name and business address of each Manager:

Title	Individual name	Address
MANAGER	ALEX DOS SANTOS EVORAS	512 MIDDLESEX TURNPIKE BILLERICA, MA 01821 USA USA
MANAGER	DIEGO SOARES PEREIRA	512 MIDDLESEX TURNPIKE BILLERICA, MA 01821 USA USA

In addition to the manager(s), the name and business address of the person(s) authorized to execute documents to be filed with the Corporations Division:

Title	Individual name	Address
SOC SIGNATORY	ALEX DOS SANTOS EVORAS	512 MIDDLESEX TURNPIKE BILLERICA, MA 01821 USA USA

The name and business address of the person(s) authorized to execute, acknowledge, deliver, and record any recordable instrument purporting to affect an interest in real property:

Title	Individual name	Address
REAL PROPERTY	ALEX DOS SANTOS EVORAS	512 MIDDLESEX TURNPIKE BILLERICA, MA 01821 USA USA

☐ **Consent** ☐ **Confidential Data** ☐ **Merger Allowed** ☐ **Manufacturing**

View filings for this business entity:

ALL FILINGS
Annual Report
Annual Report - Professional
Articles of Entity Conversion
Certificate of Amendment

View filings

Comments or notes associated with this business entity:

New search

Citizens®

Checking Account Balance Worksheet

Before completing this worksheet, please be sure to adjust your checkbook register balance by

- Adding any interest earned
- Subtracting any fees or other charges

1 Your current balance on this statement

$ _____
Current Balance

2 List deposits which do not appear on this statement

Date	Amount	Date	Amount

+ $ _____
Total of 2

3 Subtotal by adding 1 and 2

= $ _____
Subtotal of 1 and 2

4 List outstanding checks, transfers, debits, POS purchases or withdrawals that do not appear on this statement.

Date/ Check No.	Amount	Date/ Check No.	Amount

- $ _____
Total of 4

5 Subtract 4 from 3. This should match your checkbook register balance.

= $ _____
Total

CUSTOMER SERVICE

If you have any questions regarding your account or discover an error, call the number shown on the front of your statement or write to us at the following address:

Citizens
Customer Service Center
P.O. Box 42001
Providence, RI 02940-2001

Change of Address

Please call the number shown at the front of your statement to notify us of a change of address.

DEPOSIT ACCOUNTS ARE NON-TRANSFERABLE

Personal deposit accounts, such as CD's and savings accounts, cannot be transferred to another person or to a corporate entity.

Citizens is a brand name of Citizens Bank, N.A. REV 12/22

ELECTRONIC TRANSFERS

In Case of Errors or Questions About Your Electronic Transfers

(For Consumer Accounts Used Primarily for Personal, Family or Household Purposes)

Telephone us at the customer service number provided on Page 1 of this statement or write to us at the customer service address provided as soon as you can, if you think your statement or receipt is wrong or if you need more information about an electronic transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number, if any.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error and, if possible, the date it appeared on your statement or receipt.
- It will be helpful to us if you also give us a telephone number at which you can be reached in case we need any further information.

For consumer accounts used primarily for personal, family, or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

(For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.)

OVERDRAFT LINES OF CREDIT BILLING RIGHTS SUMMARY

What To Do If You Think You Find A Mistake On Your Statement:

If you think there is an error on your statement write to us at the customer service address provided as soon as possible.

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. While we investigate whether or not there has been an error the following are true:

- We cannot try to collect the amount in question or report you as delinquent on that amount.
- The charge in question may remain on your statement and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

INTEREST CHARGE CALCULATIONS FOR OVERDRAFT LINE OF CREDIT ACCOUNTS BASED ON AVERAGE DAILY BALANCE COMPUTATION METHOD

Calculating your Interest Charge

We calculate the interest charge on your Overdraft Line by applying the Daily Periodic Rate to the Average Daily Balance. Then, we multiply that result by the number of days in the billing cycle in which a balance is owed on your Overdraft Line. This gives us the total interest charge for that billing period.

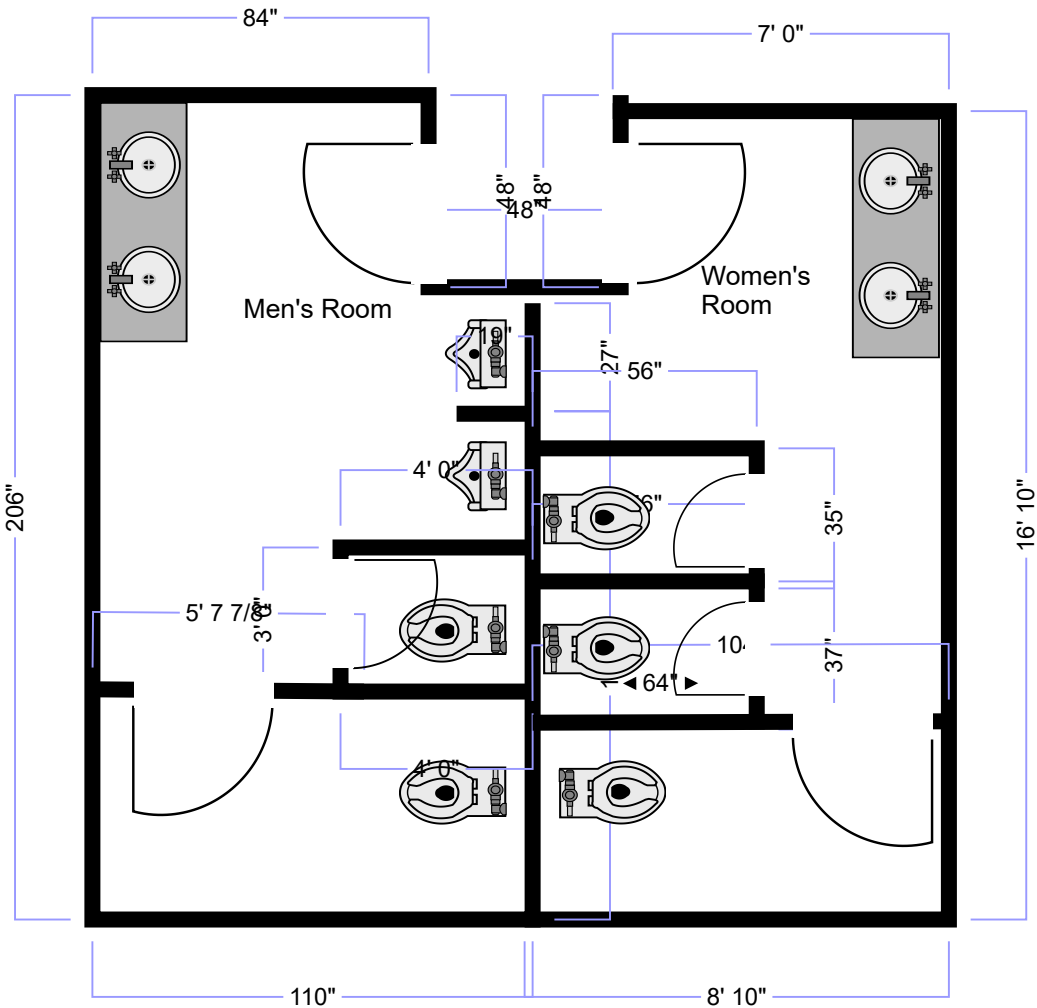
Calculating your Average Daily Balance

To calculate the average daily balance, we take the beginning balance of you Overdraft Line each day (which does not include any unpaid interest charges or fees), add any new loan advances as of the date of those advances and subtract any payments or credits. This gives us the daily balance. Then, we add all the daily balances for the billing cycle together and divide the total by the number of days in the billing cycle. This gives us the average daily balance of your account.

Credit Bureau Reporting

We may report information about your Overdraft Line to credit bureaus for each joint account holder of your checking account. Late payments, missed payments, or other defaults on your Overdraft Line may be reflected in your credit report. If you believe we have furnished inaccurate or incomplete information to a credit reporting agency, write to us at the consumer service address provided and include your name, address, account number, and description of what you believe is inaccurate or incomplete.

Thank you for banking with Citizens.


84"
7' 0"
48"
48"
Men's Room
Women's
Room
27"
56"
4' 0"
35"
206"
16' 10"
5' 7 7/8"
3' 0"
64"
37"
4' 0"
110"
8' 10"

73' 0"

8' 0"

26' 1 3/16"

Patio

◄3' 0"►

3' 0"

5' 5"

◄9' 1/16"►

73' 0"

◄49' 9 1/4"►

◄3' 2 5/8"►

3' 2 5/8"

8' 0"

◄8' 1/16"►

EXIT

EXIT

Arcade Area

8' 0"

4' 0"

◄15' 0"►

◄7' 0"►

◄4' 6"►

3' 6 3/4"

Main Dining/Bar Area

75 Seats

◄2' 0"►

◄3' 0"►

◄3' 0"►

◄3' 0"►

63"

3' 0"

◄8' 0"►

◄5' 6"►

◄6' 0"►

7' 0"

2' 10 11/16"

11' 0"

11' 0"

EXIT

4' 0"

◄7' 0"►

◄4' 0"►

3' 6 3/4"

3' 0"

4' 0"

◄7' 7/16"►

3' 7"

63"

Occupancy
120 Main & Lower Level
45 Upstairs

◄29' 0"►

Bar-15 Seats

3' 0"

7' 0"

3' 1 3/16"

Waiting Area

Exterior
Grease
Trap

3' 6"

Drain

9' 6"

4' 0"

252"
21' 0"

◄10' 6"►

3' 0"

Lower Dining Area

Mens Room

◄7' 0"►

4' 0"

4' 0"

4' 0"

Womens Room

5' 0"

◄6' 0"►

◄6' 0"►

23' 0"

4' 0"

7' 7 7/8"

4"

Stairs
to 2nd level

4' 1 3/4"

Counter

Pizza
Station

13' 11 1/2"

10' 9 1/2"

4' 11 7/16"

Kitchen
Entrance

18' 4 3/4"

Storage
for Staff
Personal
Belongings

Stairs
to Basement

EXIT

4' 0"

3' 11 3/8"

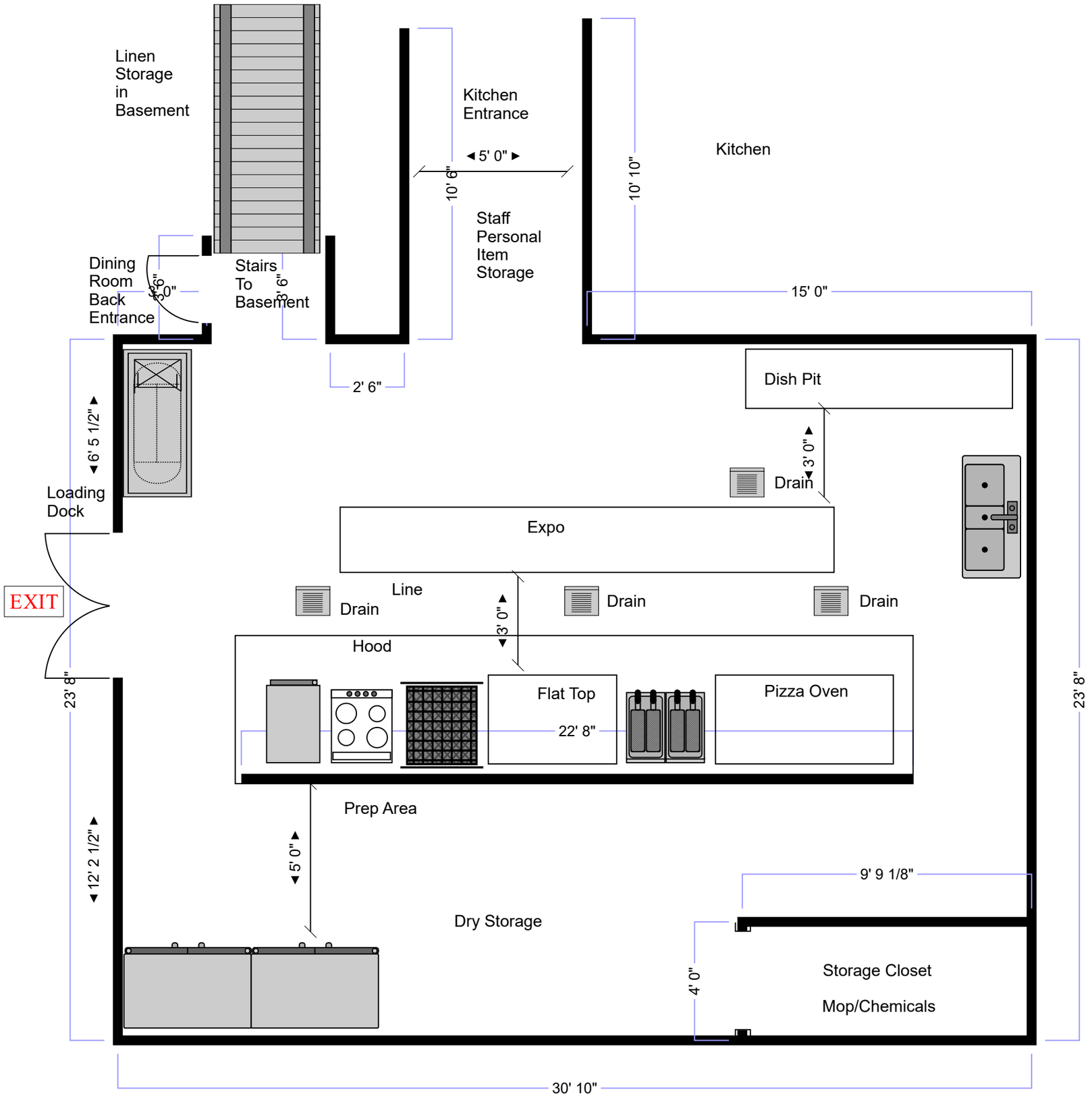
◄33' 3 15/16"►

◄12' 9 5/16"►

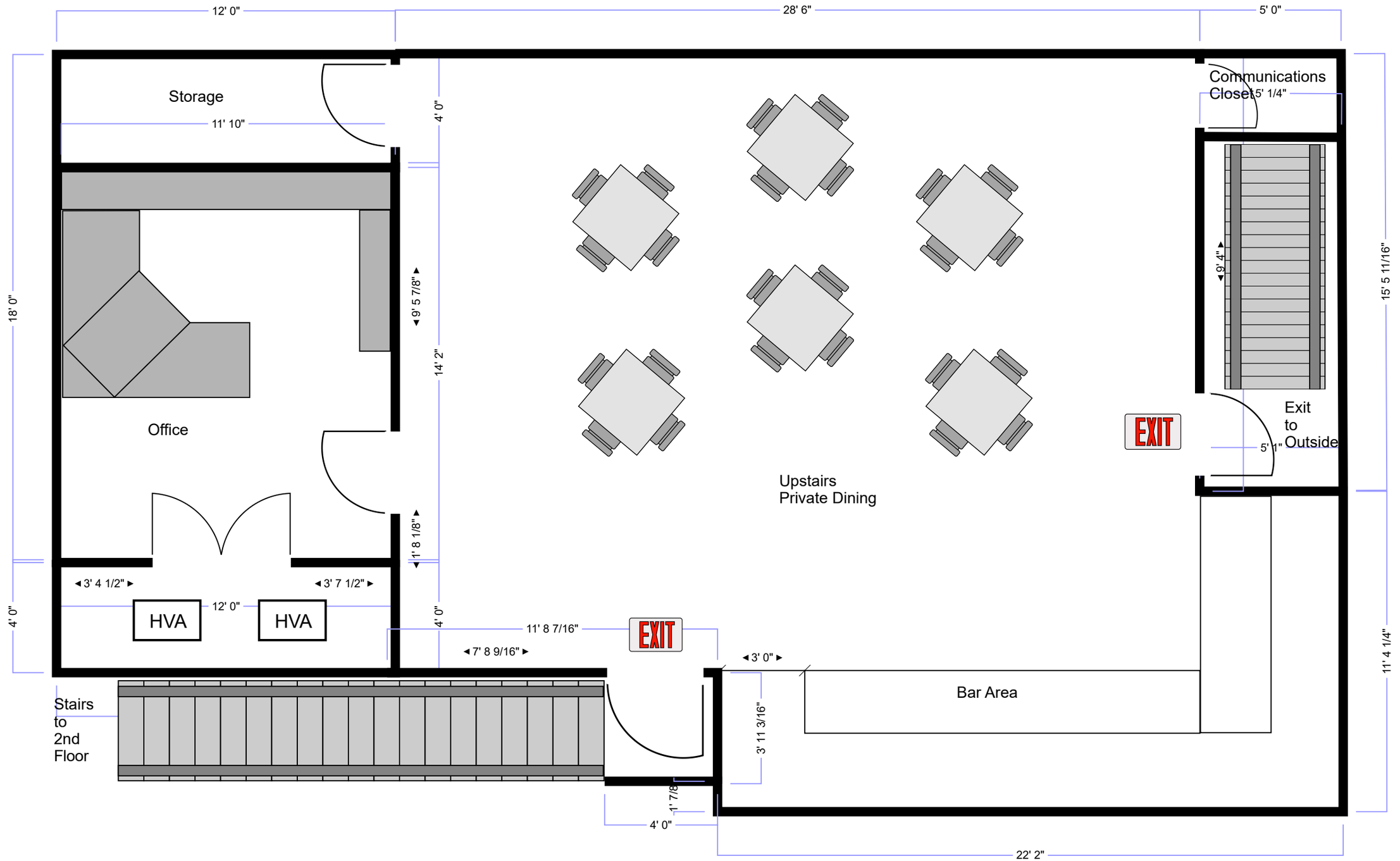
49' 7 3/16"

Playoffs Basement

14' 0"
26' 0"
23' 4 1/8"
Liquor Storage
Water Main
Electrical
Beer/Keg Cooler
3' 9 1/8"
11' 0"
11' 0"
11' 0"
Fire Panel
14' 0"
21' 0"
3' 8 7/8"
3' 0"
3' 0"
6' 0"
11' 0"
5' 0"
26' 0"
Storage
Freezer
7' 4 13/16"
12' 0"
12' 0"
Basement
Electric Main
19' 2"
5' 0"
4' 0"
3' 0"
40' 0"
6' 0"
6' 0"
Stairs
To Kitchen



Trash & Recycling Area


12' 0"
28' 6"
5' 0"
Storage
11' 10"
4' 0"
Communications Closet
5' 1/4"
18' 0"
9' 5 7/8"
14' 2"
9' 4"
15' 5 11/16"
Office
Exit to Outside
5' 1"
EXIT
Upstairs Private Dining
1' 8 1/8"
3' 4 1/2"
3' 7 1/2"
HVA
12' 0"
HVA
4' 0"
11' 8 7/16"
7' 8 9/16"
EXIT
3' 0"
Bar Area
Stairs to 2nd Floor
3' 11 3/16"
11' 4 1/4"
1' 7/8"
4' 0"
22' 2"

COMMERCIAL LEASE

This **INDENTURE OF LEASE** made the 17th day of February, 2026 by and among Five Twelve Middlesex, LLC, a Massachusetts limited liability company with a usual place of business at 512 Middlesex Turnpike, Billerica, MA 01821 ("LANDLORD") and PLAYOFFS SPORTS BAR LLC, a Massachusetts limited liability company with a usual place of business at 45 Brentwood Street, Apt. A, Malden, MA 02148 (the "TENANT"), and Alex Do Santos Evoras of 45 Brentwood Street, Apt. A, Malden, MA 02148 (the "GUARANTOR").

WITNESSETH:

1. PREMISES

1.1. Leased Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord upon and subject to the terms and provisions of this Lease, the premises (sometimes herein referred to as "Leased Premises" or "Premises") known and numbered as 512 Middlesex Turnpike, Billerica, Massachusetts, together with the building thereon (the "Building").

1.2. Exceptions and Reservations. Excepted and reserved to the Landlord, however, from the Premises, is the space necessary to install, maintain and operate, by means of pipes, ducts, wires or otherwise those utilities and services required for the Building, and the right of access and entry to the Premises by the Landlord and its agents for the purpose of making repairs, alterations and additions to the Premises and to the Building.

2. TERM OF LEASE

2.1. Term. Subject to the conditions herein stated, the Tenant shall hold the Premises for a term of two (2) years (the "Original Term") commencing on March 1, 2026 (the "Lease Commencement Date") and terminating on February 28, 2028.

2.2. Lease Year. As used in this Lease, the term "Term" shall mean the Term and the defined in Section 2.1 above, and term "lease year" shall mean each successive 12-month period included in whole or in part during the Term.

3. RENT

3.1. Fixed Rent. The annual fixed rent ("Fixed Rent") payable by the Tenant to the Landlord during the Term shall be $88,800.00.

3.2. Additional Rent. The Lessee also agrees to pay as additional rental ("Additional Rent") when due or payable all other obligations and liabilities which the Lessee assumes and agrees to pay by express assumption or agreement elsewhere in this Lease, together with every fine, penalty, interest and cost which may be added thereto or become due or be imposed by operation of law for the non-payment or late payment thereof, and, in the event of any failure on the part of the Lessee so to pay or discharge any of the same, the Lessor shall have all rights and remedies as in the case of non-payment of the Fixed Rent.

4. TIME AND PLACE OF PAYMENTS; LATE FEE

4.1. Payment of Rent. All Fixed Rent shall be payable in monthly installments due on the 1st day of every month during the Term commencing on the Lease Commencement Date (each a "Rent Payment Date"). All Fixed Rent payments and other amounts due hereunder shall be made by the Tenant to the Landlord without notice or demand at such place as the Landlord may from time to time designate in writing. The extension of time for the payment of any amount due hereunder, or the acceptance thereof after the time at which it is payable shall not be a waiver of the rights of the Landlord to insist on having all other payments made in the manner at the times herein specified.

4.2. Late Fee. In the event any Fixed Rent, Additional Rent or any other payments due from Tenant to Landlord pursuant to the terms of this Lease are not paid within 10 days of the due date thereof, Tenant shall be charged a late fee of $300 for each late payment for each month or portion thereof that said payment remains outstanding. Said late fee shall be payable in addition to and not in exclusion of additional remedies herein provided to Landlord.

5. USE OF PREMISES

It is a condition of this Lease that the Premises may only be used as a restaurant/bar and ancillary uses related thereto. Tenant agrees that no business will be conducted on or in the Premises which are not in conformity with the use restrictions set forth herein nor will said Tenant use the Premises in violation of any zoning ordinance laws or bylaws affecting the Premises.

6. TENANT'S UTILITY OBLIGATIONS.

The Tenant shall promptly pay for all utilities furnished to the Premises. Landlord shall not in any way be liable or responsible to Tenant for any loss, damage or expense which Tenant may sustain or incur if the quantity, character or supply of electrical energy is changed or is no longer available or suitable for Tenant's requirements.

7. CONDITION/PREPARATION OF PREMISES; ALTERATIONS; RETURN

7.1. Condition of the Premises. The Premises are leased to the Tenant in their "As Is" condition and Landlord shall have no obligation to complete any work to prepare the Premises for Tenant's occupancy. Tenant accepts the Premises in their present condition, without representation or warranty, express or implied, in fact or in law, by Landlord and without recourse to Landlord as to the nature, condition or usability thereof. It is understood and agreed that the Landlord has made no representations as to the condition of the Premises or the Building, or as to their fitness for any specific purpose.

7.2. Alterations. No alterations, additions or improvements (hereinafter "Alterations") to the Premises shall be made by the Tenant without the prior written consent of the Landlord, which shall not be unreasonably withheld or delayed. All work done in connection with any Alterations, following Landlord's approval thereof, shall be done in a good and workmanlike manner, in accordance with all applicable laws, with all permits and approvals therefor obtained by Tenant and performed by contractors approved by Landlord. Any such contractor shall be required to provide certificates of comprehensive general liability and property damage insurance in amounts reasonably required by Landlord, naming Landlord as an additional insured. Once commenced by Tenant, such work shall proceed diligently and continuously to completion, and in

performing such Alterations, Tenant shall keep all areas outside the Premises clean and free of debris at all times. Tenant shall comply, and shall cause its contractors to comply, with any reasonable directive from the Landlord regarding the performance of the Alterations. Any Alterations made by the Tenant after such consent shall have been given, and any non-trade fixtures installed as part thereof shall at the Landlord's option become the property of the Landlord upon the expiration or other sooner termination of this Lease. If Landlord shall fail to exercise such option, the Tenant shall remove such fixtures at the Tenant's cost upon the termination of this Lease, leaving the Premises in good order and repair, reasonable wear and tear only excepted.

7.3. Return of Premises. The Tenant shall, at the expiration or earlier termination of this Lease, remove its goods and effects and peaceably yield up the Premises clean and in good order, repair and condition, ordinary wear and tear excepted (but this exception shall apply only if Tenant has employed good maintenance practices, and this exception shall not excuse Tenant from any obligation hereunder to make necessary repairs and replacements); and Tenant shall repair any injury done to the Premises or the Building by the installation or removal of the Tenant's fixtures or other property.

All trade fixtures, personal property or items of décor installed by Tenant shall be removed from the Premises prior to the expiration or earlier termination of this Lease and the Tenant shall restore and return the Premises to its original condition prior to such Alterations. Landlord may, at the time of its approval of any Alterations, designate, as a condition of its approval of same, that the Alterations or certain portions thereof shall be removed from the Premises upon the expiration of the Term, in which event, prior to the expiration of the Term such designated Alterations shall be removed by Tenant, at Tenant's sole cost and expense, and Tenant shall repair any injury does to the Premises or the Building by the installation or removal of the same.

Notwithstanding the foregoing, if Tenant is then in default hereunder, all of the foregoing articles, insofar as the Landlord shall so direct, shall remain in the Premises until such time as said default is cured; and upon a termination of this Lease due to Tenant's default same shall remain at the Premises (except to the extent that Landlord directs Tenant to remove same, in which case Tenant shall be responsible, at its expense for all such removal, as aforesaid), and at the Landlord's election, be stored by Landlord, either at the Premises or at such storage facility as Landlord may select, without and responsibility by Landlord for any damage resulting therefrom, for the account of the Tenant; and Tenant shall be liable for any costs and expense incurred by Landlord in connection therewith and shall pay Landlord for such costs and expenses prior to the expiration or earlier termination of this Lease (unless as directed by Landlord as provided herein) or if such articles are stored by Landlord and Landlord elects to end such storage at any time, they may be deemed abandoned and may be retained, sold, or disposed of by Landlord in any way Landlord sees fit, for Landlord's benefit but at Tenant's sole cost and expense.

8. REPAIRS AND MAINTENANCE

The Landlord shall keep and maintain the structural components and mechanical systems, other than the heating and air conditioning system of the Building, in good order, repair and condition, and shall be responsible for the repair, maintenance and replacement of such structural elements and mechanical systems of the Building.

Other than with respect to the structural components and mechanical systems of the Building, the Tenant shall keep and maintain the nonstructural components of the Building in good

order, repair and condition, and shall be responsible for repair, maintenance and replacement of such non-structural elements, specifically including the roof, exterior of the building, windows, equipment, doors, door moldings and frames, ceilings, floor coverings, interior and exterior all walls, all building appliances, heating and air conditioning equipment, meters, fixtures and equipment appurtenant to the Premises.

Tenants shall be solely responsible for maintaining the parking and landscape areas on the Premises, specifically including the removal of snow and ice from the parking lot and walkways on the Premises.

Tenant's work and/or repairs shall be in accordance with all applicable laws, ordinances, orders and regulations of any public authority having jurisdiction over the Premises, or by any insurer or the Town of Billerica Fire Department.

9. QUIET ENJOYMENT

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

10. INSURANCE

10.1. Indemnification. The Tenant shall save the Landlord harmless and indemnified from and against all injury, loss, claim or damage to any person or property while on the Premises arising out of the use or occupancy of the Premises by the Tenant (unless caused by the gross negligence or default of the Landlord, its employees, agents, licensees or contractors) and from and against all injury, loss, claim or damage to any person or property occasioned by any act, neglect or default of the Tenant or any of Tenant's agents, employees or contractors.

10.2. Liability Insurance. The Tenant shall maintain with respect to the operation of its business at the Premises general liability and liquor liability insurance in limits of not less than $2,000,000.00 per occurrence, or such greater amount as Landlord shall reasonably require from time to time during the Term, for combined single limit bodily injury and property damage liability, in companies qualified to do business in Massachusetts and acceptable to Landlord, insuring the Landlord as well as the Tenant against injury to persons or damage to property as herein provided.

10.3. Property Insurance. The Tenant shall maintain, at its sole cost and expense, fire and extended coverage insurance for all of its contents, furniture, furnishings, equipment, improvements, funds, personal property, floor coverings and fixtures located within or about the Premises, providing protection in an amount equal to 100% percent of the full replacement value of said items (replacement value meaning the cost of repairing or replacing the damaged property without deduction for depreciation).

10.4. Insurance Policies. The Tenant shall deposit with the Landlord certificates of insurance that it is required to maintain under this Section, at or prior to the Lease Commencement Date, and thereafter, within 30 days prior to the expiration of each such policy. Such policies shall to the extent obtainable, provide that the policies may not be changed or canceled without at least

30 days prior written notice to the Landlord. Such insurance may be maintained by the Tenant under a blanket policy or policies so-called.

10.5. Landlord's Insurance. Landlord shall maintain fire and extended coverage insurance on the Building providing protection in an amount determined by Landlord to be adequate.

10.6. Tenant shall deliver certificates of all insurance to Landlord upon execution of this Lease and new certificates not later than thirty (30) days prior to the expiration of each policy. Each policy shall provide (and the certificate shall evidence) that the policy will not expire, be cancelled or be materially modified without thirty (30) days prior written notice to Landlord and, if Landlord requests, to Landlord's mortgagee(s).

10.7. Waiver of Subrogation. Landlord and Tenant and all parties claiming under them mutually release and discharge each other from all claims and liabilities arising from or caused by any casualty or hazard covered or required hereunder to be covered in whole or in part by insurance on the Premises or in connection with property on or activities conducted on the Premises, and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof, provided that such release shall not operate in any case where the effect is to invalidate or increase the cost of such insurance coverage (provided, that in the case of increased cost, the other party shall have the right, within 30 days following written notice, to pay such increased cost, thereby keeping such release and waiver in full force and effect).

11. FIRE AND CASUALTY DAMAGE

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

(1) The Landlord fails to give written notice within 60 days after such damage of its intention to restore the Premises, or

(2) Such damage causes the Premises to be untenantable for Tenant's use thereof for more than 180 days.

Tenant shall exercise its option to terminate by giving written notice to Landlord, as applicable, within 30 days after Landlord's failure to notify or within 30 days after such 180-day period.

The term "substantial damage" as used herein shall refer to damage of such a character that the same cannot, in ordinary course, be reasonably expected to be repaired within 180 days from the time that such work commences, as reasonably determined by Landlord.

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

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

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

12. EMINENT DOMAIN

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

(1) Such taking or condemnation results in the permanent loss of: reasonable access to the Premises, or 10% or more of the Premises, or facilities that supply heat, air conditioning, water, drainage, plumbing, electricity or other utilities or services to the Premises;

(2) or Such taking or condemnation causes the Premises to be untenantable for Tenant's use thereof for more than 120 days.

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

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

12.2. Restoration and Abatement. If neither the Landlord nor Tenant elects to terminate this Lease as aforesaid, this Lease shall be unaffected by such taking, except that the Fixed Rent shall be abated equitably. In the event that only a part of the Premises shall be so condemned or taken and this Lease is not terminated as hereinbefore provided, Landlord will, with reasonable diligence and at its expense, restore the remaining portion of the Premises as nearly as reasonably practicable to the same condition as it was prior to such condemnation or taking. Landlord's obligations to restore shall in all events be limited to the condemnation proceeds made available to Landlord.

12.3. Award. In the event of any condemnation or taking hereinbefore mentioned of all or part of Premises, Landlord shall be entitled to receive the entire award in the condemnation proceedings, including any award made for the value of the estate vested by this Lease in the Tenant, and Tenant hereby expressly assigns to the Landlord any and all right, title and interest of Tenant now or hereafter arising in or to any such award or any part thereof. Notwithstanding the foregoing, Tenant shall have the right to bring a separate condemnation proceeding for relocation

expenses and the unamortized value of trade fixtures payable in the manner and extent as, and if, provided by law.

13. SIGNS

Tenant shall not place any signs or other forms of advertising on or about the exterior of the Premises or the Building or upon any sidewalks, interior or exterior walkways or roads or drives adjacent to the Building that do not conform to the requirements of the Town of Billerica Zoning Ordinance nor without Landlord's prior written consent, which shall not be unreasonably withheld or delayed.

14. ACCESS

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

Tenant shall ensure that at all times a full set of the current keys to the Premises and to all spaces within the Premises have been delivered to the Landlord.

15. SUBLEASE AND ASSIGNMENT

The Tenant shall not assign the Lease or sublet the Premises for the remainder of the Term except with the prior written approval of the Landlord, determined at Landlord's sole discretion. Notwithstanding any such assignment or subletting, it is understood and agreed that the original Tenant named herein shall always remain primarily and unconditionally liable to Landlord for the observance and performance of the obligations and agreements of Tenant in this Lease contained.

It shall be a condition precedent to the granting of any consent by Landlord hereunder that Tenant and any such assignee or subtenant shall enter into an agreement with Landlord, in form satisfactory to counsel to Landlord, pursuant to which such assignee or subtenant agrees directly with Landlord to assume and perform all of the obligations and agreements of Tenant contained in this Lease, and containing such other conditions and provisions as Landlord shall require.

Tenant agrees to pay all of Landlord's costs in connection with the consideration of any such proposed assignment or subletting, including attorney's fees.

16. SUBORDINATION

This Lease is subject and subordinate to all real estate mortgages prior to or subsequent to the date of execution and delivery of this Lease and to all renewals, modifications, consolidations, replacements or extensions thereof. Upon the request of Landlord, the Tenant shall promptly execute and deliver all such instruments as may be appropriate to subordinate this Lease to mortgages, and to all advances made thereunder and to the interest thereon, and all renewals, replacements and extensions thereof, provided that, in the case of mortgages entered into subsequent to the date of execution and delivery of this Lease, on the request of Tenant, Landlord shall use reasonable efforts to have the mortgagee agree, on its customary form, not to disturb the occupancy of Tenant under the Lease in the event of foreclosure if Tenant is not in default of any of the terms and conditions of this Lease.

17. TENANT'S COVENANTS

The Tenant covenants and agrees as follows:

17.1 Tenant shall perform promptly all of the obligations of the Tenant set forth in this Lease and shall pay when due all rent (including all Fixed Rent and Additional Rent) and all other charges which by the terms of this Lease are to be paid by the Tenant.

17.2 Tenant shall obtain all necessary governmental licenses and permits required for the proper and lawful conduct of Tenant's business and Tenant's use of the Premises. Tenant, at Tenant's expense, shall comply with all health, safety and police requirements affecting or applicable to the Premises or the cleanliness, safety, occupancy and use thereof, whether or not same are substantial, foreseen or unforeseen, ordinary or extraordinary. Tenant shall at all times conduct its business in a reputable manner.

18.3 Tenant shall comply, and shall cause the Premises to comply at all times, with all applicable law, including without limitation, all fire and life safety codes, including all required fire and smoke alarms and fire extinguishers (which shall be inspected, tested and certified to be in good working order by a professional company reasonably satisfactory to Landlord not less than three (3) times per year), and including all OSHA, ADA and Architectural Access Board Requirements. Tenant shall comply, and shall cause the Premises to comply at all times, with all applicable law, including without limitation, all fire and life safety codes, including all required fire and smoke alarms and fire extinguishers (which shall be inspected, tested and certified to be in good working order by a professional company reasonably satisfactory to Landlord not less than 3 times per year), and including all OSHA, ADA and Architectural Access Board requirements.

17.4 Tenant shall pay all costs on demand for all loss or damage suffered or incurred by Landlord caused by Tenant or caused by nuisance or neglect suffered on the Premises due to Tenant, its agents, employees, invitees or assigns.

17.5 Tenant shall permit Landlord and its agents to examine the Premises at reasonable times, and to show the Premises to prospective tenants commencing 9 months prior to the expiration of this Lease. The Landlord may enter the Premises to make any replacements and repairs desired by Landlord, after reasonable notice is given to Tenant.

17.6 Tenant shall not injure, overload, deface or otherwise harm the Premises, commit any nuisance or permit the emission of any objectionable odor, or make any use of the Premises

which will increase the cost of the Landlord's insurance (unless Tenant pays for such increased cost).

17.7 Tenant shall not suffer or permit strip or waste to the Premises or Building.

17.8 Tenant shall not permit any use that may be deemed obnoxious or which creates a public or private nuisance or fire hazard.

17.9 Tenant shall not use or permit any sound apparatus for reproduction or transmission of music or sound which shall be audible beyond the physical interior of the Premises.

17.10 If during the Term, the fire insurance rate of the Building or the Premises is increased due to the nature of the Tenant's occupancy, Tenant shall pay to the Landlord any additional insurance premiums resulting from such rate increase. Any such additional premiums payable by the Tenant shall be additional rent and shall be paid to the Landlord within 10 days after written demand accompanied by the insurance premium notice or other satisfactory evidence of the amount due.

17.11 Tenant shall not at any time use or occupy the Premises in violation of the certificate of occupancy or building permit issued for the Building or any applicable zoning ordinance. The statement in the Lease of the nature of the business to be conducted by the Tenant in the Premises does not constitute a representation or guaranty by the Landlord that such business may be conducted on the Premises or is lawful under the certificate of occupancy or building permit or is otherwise permitted by law.

17.12 Tenant shall not abandon the Premises, and shall continuously operate and conduct its business within the Premises in a first class and reputable manner.

17.13 Tenant, and Tenant's employees, agents, contractors, licensees, invitees, guests or customers, shall not generate, store or spill upon, dispose of or transfer to or from the Premises any hazardous waste materials (as defined below), and Tenant shall strictly comply with all applicable laws relating to hazardous waste materials. Tenant shall save Landlord (together with its partners, beneficial owners, trustees, employees, agents, contractors, attorneys and mortgagees) harmless and indemnified from and against any and all damages (including without limitation clean-up and remediation costs) which may be asserted on account of the presence or release of hazardous waste materials on, in or from the Premises during the Term and any period when Tenant (or those claiming by or through Tenant) occupies the Premises, on account of the activities of Tenant (or those claiming by or through Tenant) in violation of any applicable laws relating to hazardous waste materials, or on account of the breach of any of the covenants contained in the previous sentence. Tenant agrees that if it or anyone claiming under it violates this provision, Tenant shall forthwith remove the hazardous waste materials in the manner provided by applicable law, regardless of when such hazardous waste materials shall be discovered, and Tenant shall forthwith repair and restore any portion of the Premises which it shall disturb in so removing said hazardous waste materials to the condition which existed prior to Tenant's disturbance thereof. The provisions of this subparagraph shall be in addition to any other obligations or liabilities of Tenant under this Lease or under applicable law, and in addition to any other remedies of Landlord

under this Lease or under applicable law, and the obligations of Tenant under this subparagraph shall survive the termination of this Lease.

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

17.14 In addition, and without limiting the foregoing, Tenant shall, at Tenant's expense, take all reasonable measures necessary to insure that the Premises, and all fixtures, equipment, furnishings and personal property at the Premises, are free of mold or other biological contaminants that may pose a risk to health, including without limitation and to the extent reasonably practicable, proper cleaning and sanitizing of areas, promptly removing and accumulations of water or moisture, maintaining proper ventilation and levels of humidity within all portions of the Premises, and designing and constructing Tenant's work and all Alterations in a manner, and utilizing such products, means and methods as are reasonably appropriate, so as to minimize the likelihood of mold or such contaminants occurring. If mold or other contaminants are discovered within the Premises, Tenant shall promptly notify Landlord in writing and Tenant shall immediately take such steps, including without limitation the removal and proper disposal of any materials on which mold has formed and the cleaning and disinfection, by chemical or other means, of any affected areas. If necessary to ensure the health of Tenant's customers or others within the Building, as reasonably determined by Tenant or as reasonably directed by landlord, Tenant shall temporarily close its business at the Premises until such cleanup has been completed.

17.15 If Tenant is an entity, Tenant hereby represents to the Landlord that it has the authority to enter into this Lease, that the execution and delivery of this Lease is not in contravention of its charter or by-laws or applicable state laws, and that this Lease has been duly authorized by, as appropriate, its board of directors and shareholders, its partners, its members, its beneficiaries or other ownership or management interest holders.

17.16 Tenant shall keep the Premises in a clean, neat and orderly condition. Tenant shall keep all refuse, rubbish and debris in covered containers located only in areas approved by Landlord and shall remove rubbish and debris from the Premises at a frequency consistent with good fire safety, hygiene practices and neatness.

18. TENANT'S DEFAULTS

The following shall be deemed to be defaults hereunder:

18.1. If Tenant shall fail to pay the Fixed Rent when due hereunder and such failure continues for more than seven (7) days after the date due; or if Tenant fails to pay any other Additional Rent or other charges provided for hereunder and such failure continues for more than seven (7) days after written notice from Landlord designating such failure; or

18.2. If Tenant shall fail to comply with any other obligation or covenant hereunder and such failure continues for more than thirty (30) days after written notice from Landlord to Tenant specifying such failure; provided, if such failure by its nature cannot be cured within thirty (30)

days. Tenant shall be given such additional time as is reasonably necessary, not to exceed sixty (60) days in total provided Tenant has commenced diligently to correct said failure and thereafter diligently pursued such correction to completion; or

18.3. Tenant shall default in the performance or observation of any terms, covenant or condition of this Lease, and landlord shall have given Tenant notice of at least two (2) prior defaults hereunder in the preceding twelve (12) month period, regardless of whether Tenant remedies the same within any grace period provided herein; or

18.4. If Tenant or any guarantor of Tenant's obligations under this Lease takes any assignment for the benefit of creditors, commits any act of bankruptcy or files a petition under any bankruptcy or insolvency law; if a petition is filed against Tenant or any guarantor and is not dismissed within forty-five (45) days; if a receiver or similar officer becomes entitled to Tenant's leasehold hereunder and is not returned to Tenant within forty-five (45) days; or if such leasehold is taken from Tenant on execution or other process of law in any action.; or

18.5. If Tenant is a corporation, company, partnership, or other entity, its failure to remain a corporation, company, partnership or other entity in good standing and qualified to do business in Massachusetts.

19. RIGHTS OF LANDLORD UPON TENANT'S DEFAULT

19.1. Landlord's Remedies. In the event any default shall occur, Landlord shall have the right, then or at any time thereafter, at its sole election either:

(1) To terminate this Lease by written notice to Tenant, which termination shall take effect on the date of Landlord's giving of said notice or on any later date specified in Landlord's termination notice; or

(2) To enter upon and take possession of the Premises (or any part thereof in the name of the whole) without demand or notice, and repossess the same as of the Landlord's former estate, expelling Tenant and those claiming under Tenant, in accordance with applicable law, without being deemed guilty of any manner of trespass and without prejudice to any other remedy for any default hereunder.

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

19.2. Reletting. Should Landlord elect to re-enter as herein provided, or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for herein or by law, Landlord may from time to time, without terminating the Lease, rel-let the Premises or any part thereof for such term or terms, which may be for a period extending beyond the term of this Lease, and at such rental or rentals and upon such other terms and conditions as Landlord may deem advisable, with the right to make alterations and repairs to the Premises.

19.3. Removal of Goods. If Landlord shall terminate this Lease or take possession of the Premises by reason of a default, Tenant, and those claiming under Tenant, shall forthwith remove their goods and effects from the Premises. If Tenant or any such claimant shall fail so to

remove forthwith, Landlord, without liability to Tenant or to those claiming under Tenant, may remove such goods and effects and may store the same for the account of Tenant or of the owner thereof in any place selected by Landlord or, at Landlord's sole election, Landlord may sell the same at public auction or at private sale on such terms and conditions as to price, payment and otherwise as Landlord, in its sole judgment, may deem advisable. Tenant shall be responsible for all costs of removal, storage and sale, and Landlord shall have the right to reimburse itself from the proceeds of any such sale for all such costs paid or incurred by Landlord. If any surplus sale proceeds shall remain after such reimbursement, Landlord may deduct from such surplus any other sum due to Landlord hereunder and shall pay over to Tenant the remaining balance of such surplus sale proceeds, if any.

19.4. Current Damages. No termination or repossession provided for in this Section shall relieve Tenant or any guarantor of its liabilities and obligations hereunder or under its instrument of guarantee, all of which shall survive such termination or repossession. In the event of any such termination or repossession, Tenant shall pay Landlord, in advance, on the first day of each month (and pro rata for the fraction of any month) for what would have been the entire balance of the term, one-twelfth of the Annual Rental for the Premises, as defined in Section 21.5, hereof, less the proceeds (if any) of any reletting of the Premises which remain after deducting Landlord's expenses in connection with such reletting. Such expenses shall include, without limitation, removal, storage and remodeling costs, the cost of painting and refurbishing the Premises, and attorney's and broker's fees.

19.5. Annual Rental. The Annual Rental for the Premises shall be the total of the Fixed Rent, and all other charges payable by Tenant (whether or not to Landlord) for the operating year ending next prior to such termination or repossession.

19.6. Remedies Cumulative. Any and all rights and remedies which Landlord may have under this Lease and at law and equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by law.

19.7. Landlord's Right to Cure Defaults. Landlord shall have the right but not the obligation, to cure at any time and without notice, any default by Tenant under this Lease. Whenever Landlord so elects, all costs and expenses incurred by Landlord, including reasonable attorney's fees, in curing a default shall be paid by Tenant to Landlord on demand, as additional rent hereunder, together with lawful interest thereon from the date of payment by Landlord to the date of payment by Tenant.

19.8. Costs of Enforcement. Tenant shall pay, within 7 days after receipt of Landlord's bill therefor, all costs and expenses (including without limitation reasonable attorney's fees) incurred by Landlord in enforcing Tenant's obligations or Landlord's rights under this Lease.

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

20. RECORDING

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

21. LIABILITY OF LANDLORD

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

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

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

22. FORCE MAJEURE

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

23. MECHANICS' LIENS

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

24. WAIVER; ACCORD AND SATISFACTION

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

No acceptance by Landlord of a lesser sum than any sum due under any provisions of this Lease shall be deemed to be other than on account of the earliest installment of such sum due, nor shall any endorsement or statement on any check or letter accompanying any check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without

prejudice to any rights to recover the balance of such installment or pursue any other remedy provided in this Lease.

25. DEFINITIONS

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

26. GENERAL PROVISIONS.

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

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

26.3. In no case shall mention of specific instances under a more general provision be construed to limit the generality of said provision.

26.4. The section and article headings throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to limit, define or describe the scope or intent of this Lease or in any way affect this Lease.

26.5. This Lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Lease to be drafted.

26.6. This Lease shall constitute the only agreement between the parties relative to the Premises and no oral statements and no prior written statements, agreements or other matters relative to the Premises and not specifically incorporated herein shall be of any force or effect. In entering into this Lease, the Tenant relies solely upon the representations and agreements contained herein. This Lease shall not be modified except in writing executed by both parties.

26.7. Agents or employees of the Landlord have no authority to make or agree to make a lease or any other agreement in connection herewith. The submission of this document or a summary of some or all of its provisions for examination and negotiation, or the execution of a letter of intent or a proposal letter or similar document does not constitute an option to lease, or a reservation of, or option for, the Premises, and this document, and the rights of Tenant with respect to the Premises, shall become effective and binding only upon the execution and delivery hereof by both parties.

27. EXECUTION

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

28. NOTICES

Any notices required under this Lease shall be in writing and delivered by hand or mailed by registered or certified mail: if to Tenant, to the Premises; and if to Landlord, at 104 Redgate Road, Tyngsborough, MA 01879. Such addresses may be changed by either party by written notice to the other in accordance with this Section. Time is of the essence with respect to all notices and periods for giving notices or taking any action thereto under this Lease.

29. BROKER'S INDEMNITY

Tenant hereby represents and warrants to Landlord that it has dealt with no broker in connection with this Lease and there are no brokerage commissions or other finders' fees due in connection herewith. Tenant hereby agrees to hold Landlord harmless from, and indemnified against, all loss or damage (including, without limitation, the cost of defending same) arising from any claim by any broker or finder claiming to have dealt with Tenant.

30. HOLDING OVER

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

31. LANDLORD'S MORTGAGES

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

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

32. TENANT'S PLEDGE OF LIQUOR LICENSE

As part of Tenant's business operations at the Premises Tenant has or will be applying for a liquor license from the Town of Billerica (the "Liquor License"). Upon obtaining said Liquor license, Tenant shall execute a pledge agreement, in the form attached hereto as Exhibit A, in favor of the Landlord pledging the Liquor License as collateral for Tenant's performance of its obligations under this Lease.

After receiving notice from Landlord

Executed under seal on this 17th day of February, 2026.

LANDLORD
Five Twelve Middlesex, LLC

By: Paul Looney, Manager

TENANT
Playoffs Sports Bar LLC

By: Diego Soares Pereira
Its: Manager

By signing below the undersigned each individually and personally guaranty all obligations of the Tenant under this Indenture of Lease.

Alex Dos Santos Evoras

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/14/26

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

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

PRODUCER	CONTACT NAME: Cidalia Martins	
ANGELA WESTEN INSURANCE AGENCY 635 ROGERS ST. UNIT 9 LOWELL, MA 01852	PHONE (A/C, No, Ext): 978-735-4094	FAX (A/C, No): 978-735-4095
	E-MAIL ADDRESS: cidalia@angelasins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : MOUNT VERMON FIRE INSRUANCE COMPANY	
INSURED	INSURER B : AIM MUTUAL INS COMPANY	
PLAYOFFS SPORTS BAR LLC 512 MIDDLESEX TURNPIKE BILLERICA, MA 01821	INSURER C : MOUNT VERMON FIRE INSRUANCE COMPANY	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			CP2711880	04/10/26	04/10/27	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 100,000 5,000 1,000,000 2,000,000 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		TBA	04/10/26	04/10/26	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $	 1,000,000 1,000,000 1,000,000
A	LIQUOR LAW LIABILITY			CP2711880	04/10/26		EACH OCURR GENERAL AGGRE		1,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Town of Billerica
365 Boston Rd
Billerica, MA 01821

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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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: Playoff Sport Bar LLC

Address: 512 Middlesex Turnpike

City/State/Zip: Billerica, MA, 01821 Phone #: 6175010608

Are you an employer? Check the appropriate box:

1. ☑ I am a employer with 12 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: ANGELA WESTEN INSURANCE AGENCY

Insurer's Address: 635 ROGERS ST. UNIT 9

City/State/Zip: LOWELL, MA 01852

Policy # or Self-ins. Lic. #: CP2711880 Expiration Date: 04/10/27

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: Alex Dos Santos Evoras (Apr 14, 2026 15:01:47 EDT) Date: 04/12/26

Phone #: 6175010608

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 #:** _____

NEW LICENSE

To apply for an alcoholic beverages retail license, you will need the following:

- **$200 Fee** paid online through our online payment link: **ABCC PAYMENT WEBSITE**
- **Monetary Transmittal Form**
- **New Retail Application**
- **Manager Application**
- **Vote of the Entity**
- **Business Structure Documents**
    - If Sole Proprietor, **Business Certificate**
    - If partnership, **Partnership Agreement**
    - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth
- **CORI Authorization Form** Complete one for each individual with financial or beneficial interest in the entity that is applying AND one for the proposed manager of record. *This form must be notarized with a stamp or raised seal.*
- **Proof of Citizenship/Qualified Alien** for the proposed Manager of Record (*Manager must be a U.S citizen or a Qualified Alien under the Immigration and Nationality Act, 8 U.S.C. 1101*). Please Include one of the following:
    - U.S. Passport
    - Voter's Certificate
    - Birth Certificate
    - Naturalization Papers
    - Permanent Resident Card "Green Card"
    - Employment Authorization Document
- **Supporting Financial Records** for all financing and or loans, including pledge documents, if applicable.
- **Legal Right to Occupy**, a lease or deed.
- **Floor Plan**
- **Abutter's Notification**
- **Advertisement**
- **Additional information, if necessary, utilizing the formats provided and or any affidavits.**
- **Management Agreement**, if applicable, requires the following:

    - Management Agreement Application
    - Management Agreement
    - Vote of the Entity
    - CORI Forms for all listed in Section 11 and attachments

Please Note: You may be requested to submit additional supporting documentation if necessary.

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

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM

APPLICATION FOR A NEW LICENSE

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE: RETA

Please make $200.00 payment here: ABCC PAYMENT WEBSITE

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY) _____

ENTITY/ LICENSEE NAME Playoff sports Bar LLC

ADDRESS 512 Middlesex Turnpike

CITY/TOWN Billerica **STATE** MA **ZIP CODE** 01821

For the following transactions (Check all that apply):

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

THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL:

Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358

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

APPLICATION FOR A NEW LICENSE

Municipality: Billerica

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
On-Premises	§12 Restaurant	All Alcoholic Beverages	Annual

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

SportBar style.The building offers 1 bar on the first floor and an additional bar and function area on the second floor. Total seated capacity is 155, 3,848 SF.

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

2. BUSINESS ENTITY INFORMATION

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

Entity Name: Playoff Sport Bar LLC FEIN: 41-4087631

DBA: Playoff Sport Bar Manager of Record: Alex Dos Santos Evoras

Street Address: 512 Middlesex Turnpike, Billerica, MA, 01821

Phone: 6175010608 Email: expressopizza131@gmail.com

Alternative Phone: 6175010608 Website: N/A

3. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

The building offers 1 bar on the first floor and an additional bar and function area on the second floor. Total seated capacity is 155, 3,848 SF.

Total Square Footage: 3848 SF Number of Entrances: 1 Seating Capacity: 155

Number of Floors: 2 Number of Exits: 5 Occupancy Number: 165

4. APPLICATION CONTACT

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

Name: Lucas Moya Phone: 7819578172

Title: Consultant Email: L.moya@Mankafsc.com

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality
ROCCOS RESTAURANT & BAR LLC	Restaurant	08588-RS-1482	Wilmington

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☑ No ☐

If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
ROCCOS RESTAURANT & BAR LLC	Restaurant	08588-RS-1482	Wilmington

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

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

7. OCCUPANCY OF PREMISES

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

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

Please indicate by what means the applicant will occupy the premises: Lease

Landlord Name: Five Twelve Middlesex, LLC

Landlord Phone: 9783751248

Landlord Email: profit27@aol.com

Landlord Address: 512 Middlesex Turmpike, Billerica, MA, 01821

Lease Beginning Date: 03/01/2026

Rent per Month: 7,400.00

Lease Ending Date: 02/28/2028

Rent per Year: 88,800.00

Will the Landlord receive revenue based on percentage of alcohol sales? ◯ Yes ◯ No

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	0
B. Purchase Price for Business Assets	15,000
C. Other * (Please specify below)	10,000
D. Total Cost	25,000

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

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
ALEX DOS SANTOS EVORAS	25,000
Total:	25,000

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
			◯ Yes ◯ No
			◯ Yes ◯ No
			◯ Yes ◯ No
			◯ Yes ◯ No

FINANCIAL INFORMATION

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

Alex Dos Santos Evoras, 100% owner of Playoff Sport Bar LLC, is personally funding this venture through his Citizens account, with a balance of $123,843.84 prior to investment. The $15,000 asset purchase is detailed in statement, and the remaining $10,000 for startup costs is available from the same account.

9. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? ◯ Yes ◯ No

Please indicate what you are seeking to pledge (check all that apply) ☑ License ☐ Stock ☑ Inventory

To whom is the pledge being made? Five Twelve Middlesex, LLC

10. MANAGER APPLICATION

A. MANAGER INFORMATION

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

Proposed Manager Name: Alex Dos Santos Evoras | Date of Birth: 06/03/78 | SSN: 180177919

Residential Address: 5 Brentwood St, Malden, MA 02148

Email: expressopizza131@gmail.com | Phone: 6175010608

Please indicate how many hours per week you intend to be on the licensed premises: 40

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen/Qualified Alien under the Immigration and Nationality Act? ◯ Yes ◯ No

If yes, attach one of the following documents: US Passport, Voter's Certificate, Birth Certificate, Naturalization Papers, Permanent Resident Card "Green Card", or Employment Authorization Document.

Have you ever been convicted of a state, federal, or military crime? ◯ Yes ◯ No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name
2018	-	Owner	Expresso Pizzeria	N/A
2024	-	Owner	Roccos Restaurant & Bar	N/A

D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? ◯ Yes ◯ No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

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

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature _____ Date _____

11. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement? ◯ Yes ◯ No
If yes, please fill out section 11.

Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

IMPORTANT NOTE: A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does **not** pertain to a liquor license manager that is employed directly by the entity.*

11A. MANAGEMENT ENTITY

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in the management Entity (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name | Address | Phone

Name of Principal | Residential Address | SSN | DOB

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

Name of Principal | Residential Address | SSN | DOB

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

Name of Principal | Residential Address | SSN | DOB

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

Name of Principal | Residential Address | SSN | DOB

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

Name of Principal | Residential Address | SSN | DOB

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

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime? ◯ Yes ◯ No
If yes, attach an affidavit providing the details of any and all convictions.

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

Does any individual or entity identified in question 11A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

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

Name	License Type	License Name	Municipality

11C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 11A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

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

Name	License Type	License Name	Municipality

11D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 11A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

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

Licensee Name	License Type	Municipality	Date(s) of Agreement

11E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Has any of the disclosed licenses listed in questions in section 11B, 11C, 11D ever been suspended, revoked or cancelled?

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

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

11F. TERMS OF AGREEMENT

a. Does the agreement provide for termination by the licensee? Yes ☐ No ☐

b. Will the licensee retain control of the business finances? Yes ☐ No ☐

c. Does the management entity handle the payroll for the business? Yes ☐ No ☐

d. Management Term Begin Date _____ e. Management Term End Date _____

f. How will the management company be compensated by the licensee? (check all that apply)

☐ $ per month/year (indicate amount) _____

☐ % of alcohol sales (indicate percentage) _____

☐ % of overall sales (indicate percentage) _____

☐ other (please explain) _____

ABCC Licensee Officer/LLC Manager

Signature: _____

Title: _____

Date: _____

Management Agreement Entity Officer/LLC Manager

Signature: _____

Title: _____

Date: _____

ADDITIONAL INFORMATION

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

Alex Dos Santos Evoras, the 100% owner and Manager of Record of Playoff Sport Bar LLC, is personally funding this venture through his Citizens account (ending 463-5). The total investment of $25,000 is composed of $15,000 for the purchase of business assets from the prior occupant of 512 Middlesex Turnpike, Billerica, MA, and $10,000 allocated toward initial startup costs including minor renovations, painting, and opening alcohol inventory.The $15,000 asset purchase was completed on March 16, 2026, as evidenced by the signed Letter of Agreement and Payment Receipt between buyer Alex Dos Santos Evoras and seller Paul Looney. The corresponding $15,000 withdrawal is reflected in the personal bank statement dated February 12 through March 11, 2026. The account balance prior to and following this withdrawal demonstrates sufficient personal financial capacity to cover the full $25,000 investment, with a remaining balance of $108,645.57 as of March 11, 2026. Regarding corporate structure, Alex Dos Santos Evoras holds 100% ownership of Playoff Sport Bar LLC and serves as Manager of Record for the ABCC license. He is a Qualified Alien under the Immigration and Nationality Act and holds a valid Employment Authorization Document, submitted herewith as proof of status. Diego Soares Pereira is listed as an LLC Manager with 0% ownership interest and will serve as the on-site Operations Manager responsible for the day-to-day management of the business. Diego Soares Pereira is a US citizen, and a copy of his US Passport is submitted here.

APPLICANT'S STATEMENT

I, ALEX DOS SANTOS EV the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☑ LLC/LLP manager
Authorized Signatory

of Playoff sports Bar LLC
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

(1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;

(2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;

(3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;

(4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;

(5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;

(6) I understand that all statements and representations made become conditions of the license;

(7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;

(8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and

(9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

(10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature: _____ Date: 03/17/2026

Title: LLC Manager

ENTITY VOTE

The Board of Directors or LLC Managers of Playoff sports Bar LLC
Entity Name

duly voted to apply to the Licensing Authority of Billerica and the
City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on 03/17/2026
Date of Meeting

For the following transactions (Check all that apply):

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

"VOTED: To authorize ALEX DOS SANTOS EVORAS
Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint ALEX DOS SANTOS EVORAS
Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,

Corporate Officer /LLC Manager Signature

(Print Name)

For Corporations ONLY
A true copy attest,

Corporation Clerk's Signature

(Print Name)

ADDENDUM A

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

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name

Percentage of Ownership in Entity being Licensed
(Write "NA" if this is the entity being licensed)

Name of Principal | Residential Address | SSN | DOB

Title and or Position | Percentage of Ownership | Director / LLC Manager | US Citizen | MA Resident

Yes No | Yes No | Yes No

Name of Principal | Residential Address | SSN | DOB

Title and or Position | Percentage of Ownership | Director / LLC Manager | US Citizen | MA Resident

Yes No | Yes No | Yes No

Name of Principal | Residential Address | SSN | DOB

Title and or Position | Percentage of Ownership | Director / LLC Manager | US Citizen | MA Resident

Yes No | Yes No | Yes No

Name of Principal | Residential Address | SSN | DOB

Title and or Position | Percentage of Ownership | Director / LLC Manager | US Citizen | MA Resident

Yes No | Yes No | Yes No

Name of Principal | Residential Address | SSN | DOB

Title and or Position | Percentage of Ownership | Director / LLC Manager | US Citizen | MA Resident

Yes No | Yes No | Yes No

Name of Principal | Residential Address | SSN | DOB

Title and or Position | Percentage of Ownership | Director / LLC Manager | US Citizen | MA Resident

Yes No | Yes No | Yes No

Name of Principal | Residential Address | SSN | DOB

Title and or Position | Percentage of Ownership | Director / LLC Manager | US Citizen | MA Resident

Yes No | Yes No | Yes No

Name of Principal | Residential Address | SSN | DOB

Title and or Position | Percentage of Ownership | Director / LLC Manager | US Citizen | MA Resident

Yes No | Yes No | Yes No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?
If yes, attach an affidavit providing the details of any and all convictions.

Yes No

APPLICANT'S STATEMENT

I, ALEX DOS SANTOS EV (Authorized Signatory) the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☑ LLC/LLP manager

of Playoff sports Bar LLC (Name of the Entity/Corporation)

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

(1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;

(2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;

(3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;

(4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;

(5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;

(6) I understand that all statements and representations made become conditions of the license;

(7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;

(8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and

(9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

(10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature: Alexdos Santos Esquos Date: 03/17/2026

Title: LLC Manager

ENTITY VOTE

The Board of Directors or LLC Managers of Playoff sports Bar LLC (Entity Name)

duly voted to apply to the Licensing Authority of Billerica (City/Town) and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on 03/17/2026 (Date of Meeting)

For the following transactions (Check all that apply):

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

"VOTED: To authorize ALEX DOS SANTOS EVORAS (Name of Person)

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint ALEX DOS SANTOS EVORAS (Name of Liquor License Manager)

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,

Alexdos Santos Evoras
Corporate Officer /LLC Manager Signature

Alexdos Santos Evoras
(Print Name)

For Corporations ONLY
A true copy attest,

Alexdos Santos Evoras
Corporation Clerk's Signature

Alexdos Santos Evoras
(Print Name)

LETTER OF AGREEMENT FOR SALE OF BUSINESS

This Letter of Agreement ("Agreement") is made on this 16 day of March, 2026 by and between:

Seller:
Paul Looney

Buyer:
Alex Dos Santos Evoras

Property Location:
512 Middlesex Turnpike
Billerica, Massachusetts 01821

1. Sale of Business

Seller agrees to sell, transfer, and assign to Buyer the business currently operating at the above-referenced location, including any associated goodwill, fixtures, equipment, and rights related to the operation of the business, subject to the terms of the existing lease for the premises.

2. Purchase Price

The total purchase price for the business and associated interests shall be Fifteen Thousand Dollars ($15,000.00). Payment shall be made by Buyer to Seller on or before the closing date unless otherwise agreed in writing by both parties.

3. Lease Assignment / Property Use

This Agreement pertains to the business operating at 512 Middlesex Turnpike, Billerica, MA 01821. Buyer understands that occupancy and operation at the premises are subject to the terms and conditions of the existing lease agreement with the property owner. Any transfer or assignment of the lease shall be subject to landlord approval if required under the lease terms.

4. Condition of Assets

Buyer agrees to accept the business assets in their present "as-is" condition, with no additional warranties or guarantees made by the Seller unless otherwise stated in writing.

5. Closing

The closing of this transaction shall occur on or before 3-30-26, 2026 at which time the purchase price will be paid and possession of the business transferred to the Buyer.

6. Governing Law

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

7. Entire Agreement

This document constitutes the entire agreement between the parties regarding the sale described above and supersedes any prior discussions or agreements.

Seller:

Paul Looney

Date: 3-16-26

Buyer:

Alex dos Santos Evoras

Alex Dos Santos Evoras

Date: 3-16-26

PAYMENT RECEIPT

Receipt of payment in the amount of Fifteen Thousand Dollars ($15,000.00) for the sale of the business located at 512 Middlesex Turnpike, Billerica, Massachusetts 01821 is hereby acknowledged by the Seller.

Amount Received:	$15,000.00
Payment Method:	_____
Date Received:	_____

Seller Signature:

Paul Looney

Date: 3-16-26

AFFIDAVIT OF PUBLICATION

STATE OF MASSACHUSETTS,
Middlesex County ss:
City of Lowell

Michele Sisco-Martin residing in Kingston, NY, being duly sworn, deposes and says that she is the Regional Legal Clerk of **Media News Group,** a Corporation duly organized under the laws of the State of Massachusetts; that said Corportation is the publisher of **The Sun**, a daily newspaper published in the City of Lowell, County of Middlesex and State of Massachusetts, and that the notice of which the annexed is a printed copy, has been regularly published in **The Sun**.

Once Weekly for **Two Weeks**

To wit: **04/13, 04/20, 2026**

Town of Billerica
Select Board
The Billerica Select Board will hold a Public Hearing on Monday, April 27, 2026, at 6:00 PM, at Town Hall, 365 Boston Road, Billerica, MA, and via remote participation (Zoom: https://us02web.zoom.us/j/83477138002; Phone: 1-929-205-6099), to consider the application of:
Playoffs Sports Bar LLC, 512 Middlesex Turnpike, Billerica, MA
For a Common Victualler License and All Alcohol License pursuant to M.G.L. Chapter 138.
Proposed Hours of Operation:
Monday through Saturday: 8:00 AM – 2:00 AM
Sunday: 10:00 AM – 2:00 AM
All interested parties may be heard.
BILLERICA SELECT BOARD
04/13/26 & 4/20/26
#NY0173787

Michele Sisco-Martin

Sworn to before me this
04/20/26

Kathi L Davis
Notary Public

KATHI L DAVIS
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01DA6410130
Qualified in Ulster County
Commission Expires October 19, 2028

2805622 - 2 AFFS - selectboard@billerica.gov

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/14/26

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

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

PRODUCER	CONTACT NAME: Cidalia Martins	
ANGELA WESTEN INSURANCE AGENCY 635 ROGERS ST. UNIT 9 LOWELL, MA 01852	PHONE (A/C, No, Ext): 978-735-4094	FAX (A/C, No): 978-735-4095
	E-MAIL ADDRESS: cidalia@angelasins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : MOUNT VERMON FIRE INSRUANCE COMPANY	
INSURED	INSURER B : AIM MUTUAL INS COMPANY	
PLAYOFFS SPORTS BAR LLC 512 MIDDLESEX TURNPIKE BILLERICA, MA 01821	INSURER C : MOUNT VERMON FIRE INSRUANCE COMPANY	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			CP2711880	04/10/26	04/10/27	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 100,000 5,000 1,000,000 2,000,000 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		TBA	04/10/26	04/10/26	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $	 1,000,000 1,000,000 1,000,000
A	LIQUOR LAW LIABILITY			CP2711880	04/10/26		EACH OCURR GENERAL AGGRE		1,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Town of Billerica
365 Boston Rd
Billerica, MA 01821

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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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: Playoff Sport Bar LLC

Address: 512 Middlesex Turnpike

City/State/Zip: Billerica, MA, 01821 Phone #: 6175010608

Are you an employer? Check the appropriate box:

1. ☑ I am a employer with 12 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: ANGELA WESTEN INSURANCE AGENCY

Insurer's Address: 635 ROGERS ST. UNIT 9

City/State/Zip: LOWELL, MA 01852

Policy # or Self-ins. Lic. #: CP2711880 Expiration Date: 04/10/27

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: Alex Dos Santos Evoras (Apr 14, 2026 15:01:47 EDT) Date: 04/12/26

Phone #: 6175010608

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 #:** _____

Kerri Rufo

From: Todd Melanson
Sent: Thursday, April 9, 2026 1:30 PM
To: Fred Russell; Christopher Dillon
Cc: Kerri Rufo
Subject: FW: Out Standing Water Bill for 512 Middlesex Turnpike

FYI

Todd A Melanson

Todd A Melanson, Water Superintendent
Town of Billerica Department of Public Works
270 Treble Cove Road
Billerica, MA 01821
Phone: 978-671-0957

TOWN of BILLERICA

From: profit27@aol.com <profit27@aol.com>
Sent: Thursday, April 9, 2026 1:07 PM
To: Todd Melanson <tmelanson@billerica.gov>
Subject: Re: Out Standing Water Bill for 512 Middlesex Turnpike

[EXTERNAL EMAIL]

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

Hi Todd,

Thx you for the email and info im meeting my plumber there today to get this under control and fixed thx you again.

Paul

On Thursday, April 9, 2026 at 12:17:05 PM EDT, Todd Melanson <tmelanson@billerica.gov> wrote:

> Mr. Looney,

I appreciate your time when we spoke about what we could do to assist you to become current on this billing issue. I wanted to outline what is required for you in writing:

1. Given the significance of the ongoing leak of 114 gallons/hour (continuous), this leak would need to be remedied with proof (plumber's invoice as an example) before initiating the payment plan.
2. Someone must sign up for Eye On Water App, I suggest both you and your tenant sign up. Instructions: https://billerica.gov/wp-content/uploads/2025/07/How-to-Access-Your-Water-EYE-on-Water.pdf
3. Of the total bill ½ needs to be paid upfront. This equals: $3,837.19.
4. Either a 6-month ($639.53/month) or 12-month ($319.76/month) plan is acceptable.
5. On the payment plan form, it states any failure to pay either the payment plan amount, or any future water bill will void the plan and all amounts become due immediately.

I believe you need to go and sign the payment plan form first, and bring a copy up to the tax office where you would make that initial payment.

Sincerely

Todd A Melanson

Todd A Melanson, Water Superintendent
Town of Billerica Department of Public Works
270 Treble Cove Road
Billerica, MA 01821
Phone: 978-671-0957

TOWN of BILLERICA

Kerri Rufo

From: Todd Melanson
Sent: Thursday, April 9, 2026 11:07 AM
To: Kerri Rufo
Cc: Fred Russell; Christopher Dillon; Jillian Pavidis; John Burrows
Subject: RE: Property owner 512 Middlesex Trp.

Just wanted everyone to know I will be reaching out to Mr. Looney with a possible solution. I will update as soon as I know what is agreeable or workable.

Kerri, I'm probably the best one to reach out to initially on situations like this and then I can coordinate with the Water Billing Clerk.

Thanks

Todd A Melanson

Todd A Melanson, Water Superintendent
Town of Billerica Department of Public Works
270 Treble Cove Road
Billerica, MA 01821
Phone: 978-671-0957

TOWN of BILLERICA

From: Christopher Dillon <cdillon@billerica.gov>
Sent: Thursday, April 9, 2026 8:25 AM
To: Todd Melanson <tmelanson@billerica.gov>
Cc: Fred Russell <frussell@billerica.gov>
Subject: FW: Property owner 512 Middlesex Trp.

From: Kerri Rufo <selectboard@billerica.gov>
Sent: Tuesday, April 7, 2026 12:41 PM
To: Christopher Dillon <cdillon@billerica.gov>; Dawn McDowell <dmcdowell@billerica.gov>
Cc: Jillian Pavidis <jpavidis@billerica.gov>; John Burrows <jburrows@billerica.gov>; John Burrows <burrows44@hotmail.com>
Subject: Property owner 512 Middlesex Trp.

Hi all,

I am reaching out regarding a request for assistance from Paul Looney, owner of 512 Middlesex Turnpike.

Mr. Looney has a new tenant preparing to occupy the property; however, he currently has an outstanding water bill of approximately $7,000. He is requesting to know whether the Town would be able to set up a payment plan or provide any available options to address the balance.

He indicated that without assistance, he may not be able to move forward with the new tenant. The prospective tenant is scheduled to appear before the Select Board on April 27, 2026, for an alcohol license and Common Victualler license.

If someone from the appropriate department could please reach out to Mr. Looney to discuss options, it would be appreciated.

He can be reached at 978-375-1248 or profit27@aol.com.

Thank you,
Kerri

Kerri Rufo
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.

Department of Public Works – Engineering Division
Town Hall, 365 Boston Road, Billerica, Massachusetts 01821
PH: (978) 671-1300

Frederick W. Russell, PE, Director
Kelley J. Conway, PE, Town Engineer

MEMORANDUM

To: Christopher Dillon

From: Kelley Conway

Date: April 27, 2026

Re: Orders of Layout for Street Acceptance (Article 30, Spring Town Meeting)

Please have the Board vote to adopt the Orders of Layout for the street acceptance roads. Please motion as follows:

1. Move: to adopt the order of layout for Cady Street as presented.
2. Move: to adopt the order of layout for Islington Street as presented.
3. Move: to adopt the order of layout for Rhodes Street as presented.
4. Move: to adopt the order of layout for Silversmith Way as presented.
5. Move: to adopt the order of layout for Village Lane as presented.

Please also sign the originals of the Orders of Layout and Original Mylar Plans.

TOWN OF BILLERICA
ORDER OF LAYOUT

CADY STREET

The Select Board of the Town of Billerica, acting pursuant to G.L. c. 82, §§21-24, and having determined that common convenience and necessity require the layout of Cady Street as a public town way, hereby order that said Cady Street be laid out as a public way in the location shown on the plans entitled: "*CADY STREET, BILLERICA, MASSACHUSETTS, STREET LAYOUT AND ACCEPTANCE PLAN PREPARED FOR THE TOWN OF BILLERICA", scale: 1"=20',* dated March 18, 2026, prepared by GCG Associates, Inc., (Billerica Engineering Division Plan #B-5-223) and described in accordance with said plan as set forth on the Exhibit A, attached hereto, which plan and description have been placed on file with said Select Board and incorporated herein. The layout was referred to the Planning Board for its report, and the Planning Board has reported thereon, or forty-five days has elapsed from such referral without a report.

The herein Order, together with a copy of the aforementioned plan and description, shall be immediately forwarded to the Town Clerk for filing and reported to the Town for acceptance.

Adopted: April 27, 2026

TOWN OF BILLERICA
SELECT BOARD

_____ _____

_____ _____

_____

Filed in the office of the
Town Clerk, _____, 20__ Town Clerk, Attest

BOUNDARY DESCRIPTION OF
CADY STREET

A 30-foot width right of way, located in the Town of Billerica, County of Middlesex, the Commonwealth of Massachusetts, and being bounded and described as follows:

Beginning at a point of intersection of the northerly sideline of Friendship Street and the easterly sideline of Cady Street; thence following the northerly sideline of Friendship Street

S 66° 56’ 07” W, a distance of 31.34 feet to a point; thence turning and running

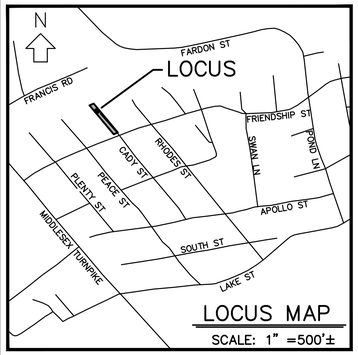
N 39° 52’ 53” W, a distance of 263.11 feet to a point; thence turning and running

N 65° 45’ 45” E, a distance of 31.15 feet to a point; thence turning and running

S 39° 52’ 53” E, a distance of 263.77’ to the Point of Beginning.

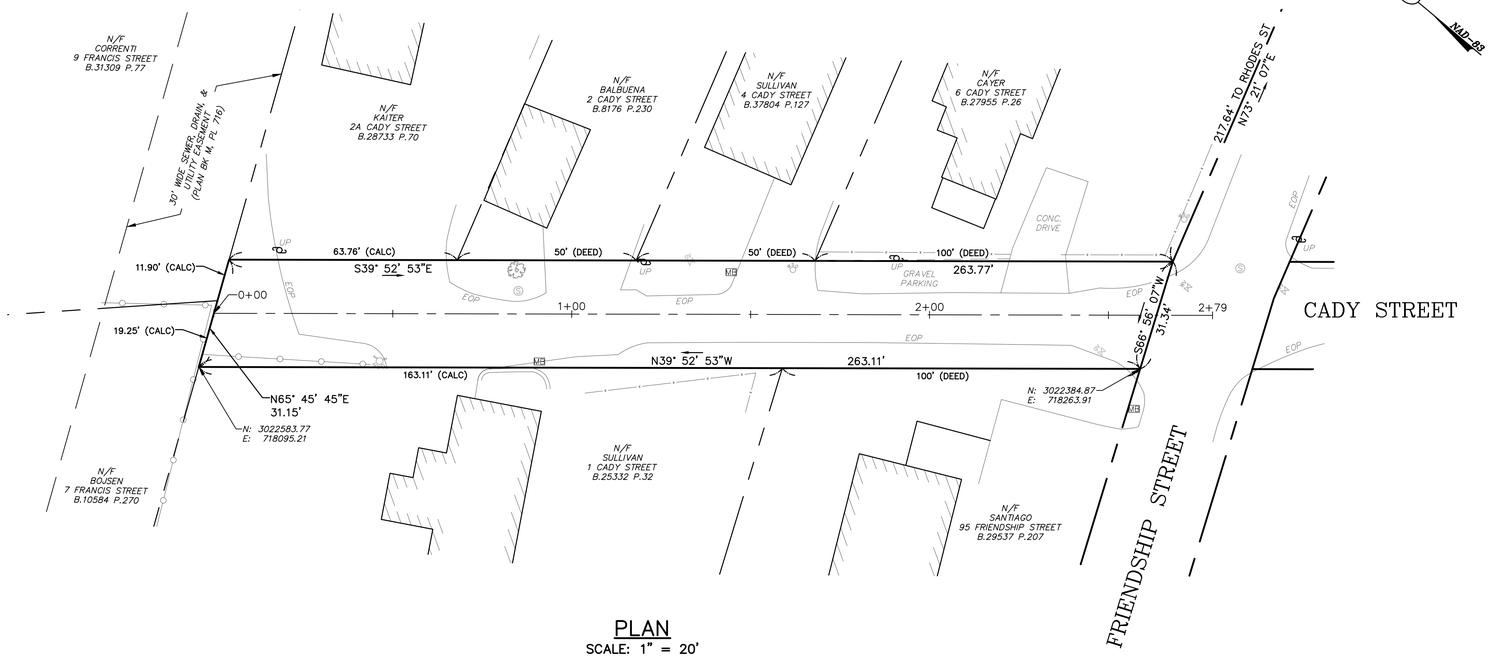
The above described right of way contains 7,903+/- s,f, (0.18 +/- acres) and is more particularly shown and described as **Cady Street** on a plan entitled “*STREET LAYOUT AND ACCEPTANCE PLAN PREPARED FOR THE TOWN OF BILLERICA*”, scale: 1” = 20’, dated March 18, 2026, prepared by GCG Associates, Inc., (Billerica Engineering Division Plan #B-5-223), a copy of which is attached hereto.

CADY STREET



LOCUS MAP
SCALE: 1" =500'±

GRAPHIC SCALE
20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.



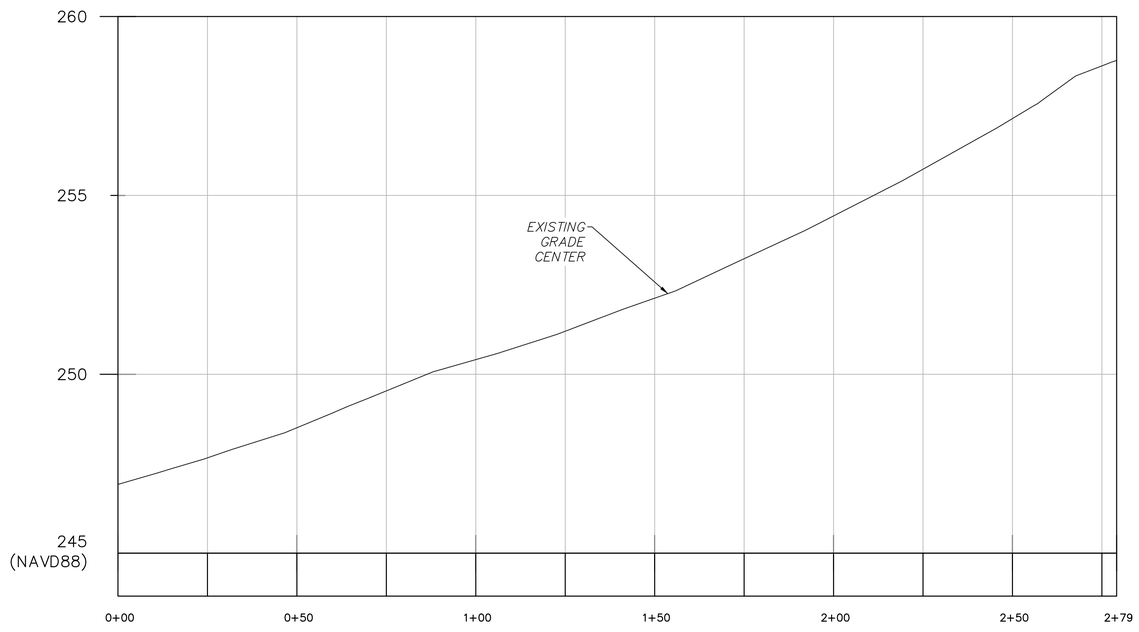
PLAN
SCALE: 1" = 20'

EXISTING LEGEND

- EXIST. CATCH BASIN
- EXIST. DRAIN MANHOLE
- EXIST. SEWER MANHOLE
- EXIST. MANHOLE
- EXIST. HYDRANT
- EXIST. WATER GATE VALVE
- EXIST. GAS GATE VALVE
- EXIST. CHAIN LINK FENCE
- EXIST. VINYL FENCE
- EXIST. WALL
- EXIST. BLDG. (APPROX.)
- EXIST. TREE

ABBREVIATIONS

CB	CATCH BASIN
DMH	DRAIN MANHOLE
EOC	EDGE OF CONCRETE
EOG	EDGE OF GRAVEL
EOP	EDGE OF PAVEMENT
HYD	HYDRANT
MH	MANHOLE
N/F	NOW OR FORMERLY
MB	MAILBOX
SMH	SEWER MANHOLE
UP	UTILITY POLE



PROFILE
HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE: 1" = 2'

NOTES:

1) THE SOLE PURPOSE OF THIS PLAN IS TO SHOW THE PORTION OF CADY STREET TO BE ACCEPTED BY THE TOWN OF BILLERICA AS A PUBLIC WAY. DEED FRONTAGES SHOWN ARE FROM RECORD INFORMATION AND IS NOT A DETERMINATION OF PROPERTY LINES FOR ABUTTING PROPERTIES.
2) AREA OF CADY STREET ACCEPTANCE 7,903 S.F. ±.
3) THIS PLAN INTENDS TO HAVE THE SOUTHERLY LIMITS OF CADY STREET TO MEET THE NORTHERLY SIDELINE OF FRIENDSHIP STREET WITHOUT GORES, GAPS, OR OVERLAPS.
4) SEE 2026 STREET LAYOUT AND ACCEPTANCE PLAN FOR RHODES STREET FOR MONUMENTS FOUND DURING THE SURVEY.

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 NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

Havelock Purseglove 3/18/2026
HAVELOCK J. PURSEGLOVE, PLS #54318 DATE:

THIS PLAN WAS PREPARED IN ACCORDANCE WITH THE PROCEDURAL AND TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE COMMONWEALTH OF MASSACHUSETTS.

THE CERTIFICATIONS SHOWN HERE ARE INTENDED TO MEET REGISTRY OF DEED REQUIREMENTS AND ARE NOT A CERTIFICATION TO TITLE OR OWNERSHIP OF PROPERTY SHOWN.

I CERTIFY THAT THE PREPARATION OF THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

Havelock Purseglove 3/18/2026
HAVELOCK J. PURSEGLOVE, PLS #54318 DATE:

APPROVED BY
TOWN OF BILLERICA
SELECT BOARD

DIRECTOR OF PUBLIC WORKS

TOWN ENGINEER

FOR REGISTRY USE ONLY

COMMONWEALTH OF MASSACHUSETTS
HAVELOCK J. PURSEGLOVE
No. 54318
REGISTERED PROFESSIONAL LAND SURVEYOR
3/18/2026

CADY STREET
BILLERICA, MASSACHUSETTS

STREET LAYOUT AND ACCEPTANCE PLAN PREPARED FOR THE TOWN OF BILLERICA

GCG ASSOCIATES, INC.
WILMINGTON MASSACHUSETTS

SCALE: 1" = 20' DATE: MARCH 18, 2026

JOB NO.\FILE NAME:	DESIGNED BY:	PLAN NO.
25119-WORKING-CADY	DRAWN BY: S.M.M.	1 OF 1
	CHECKED BY: H.J.P.	

TOWN OF BILLERICA
ORDER OF LAYOUT

ISLINGTON STREET

The Select Board of the Town of Billerica, acting pursuant to G.L. c. 82, §§21-24, and having determined that common convenience and necessity require the layout of Islington Street as a public town way, hereby order that said Islington Street be laid out as a public way in the location shown on the plans entitled: "*ISLINGTON STREET, BILLERICA, MASSACHUSETTS, STREET LAYOUT AND ACCEPTANCE PLAN PREPARED FOR THE TOWN OF BILLERICA", scale: 1"=40',* dated January 27, 2026, prepared by GCG Associates, Inc., (Billerica Engineering Division Plan #B-5-224) and described in accordance with said plan as set forth on the Exhibit A, attached hereto, which plan and description have been placed on file with said Select Board and incorporated herein. The layout was referred to the Planning Board for its report, and the Planning Board has reported thereon, or forty-five days has elapsed from such referral without a report.

The herein Order, together with a copy of the aforementioned plan and description, shall be immediately forwarded to the Town Clerk for filing and reported to the Town for acceptance.

Adopted: April 27, 2026

TOWN OF BILLERICA
SELECT BOARD

_____ _____

_____ _____

_____

Filed in the office of the
Town Clerk, _____, 20__ Town Clerk, Attest

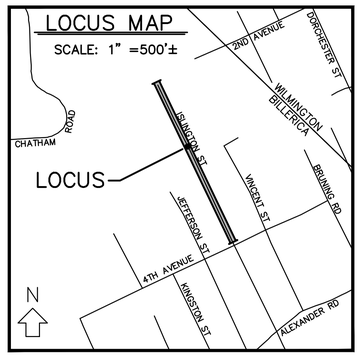
BOUNDARY DESCRIPTION OF
ISLINGTON STREET

A 40-foot width right of way, located in the Town of Billerica, County of Middlesex, the Commonwealth of Massachusetts, and being bounded and described as follows:

Beginning at a point of intersection of the easterly sideline of Islington Street and the southerly sideline of Second Avenue; thence

Southerly	along the arc of a curve to the left with a radius of 12.00 feet, a length of 18.85 feet to a point; thence turning and following the easterly sideline of Islington Street
S 25° 36’ 20” E	a distance of 1216.00 feet to a point; thence turning and running
Easterly	along the arc of a curve to the left with a radius of 12.00 feet, a length of 18.85 feet to the southeasterly corner of Islington Street, at the northerly sideline of Fourth Avenue; thence turning and running
S 64° 23’ 40” W	a distance of 64.00’ along the northerly sideline of Fourth Avenue to the southwesterly corner of Islington Street; thence turning and running
Northerly	along an arc to the left with a radius of 12.00’, a length of 18.85’ to a point; thence turning and running
N 25° 36’ 20” W	a distance of 1216.00’ to a point; thence turning and running
Westerly	along an arc to the left with a radius of 12.00’, a length of 18.85’ to the northwesterly corner of Islington Street, at the southerly sideline of Second Avenue; thence turning and running
N 64° 23’ 40” E	a distance of 64.00’ to the point of beginning.

The above described right of way contains 49,724+/- s.f. (1.14+/- acres) and is more particularly shown and described as **Islington Street** on a plan entitled “*STREET LAYOUT AND ACCEPTANCE PLAN PREPARED FOR THE TOWN OF BILLERICA*”, scale: 1” = 40’. Dated January 27, 2026, prepared by GCG Associates, Inc. (Billerica Engineering Division Plan #B-5-224), a copy of which is attached hereto.



APPROVED BY
TOWN OF BILLERICA
SELECT BOARD

DIRECTOR OF PUBLIC WORKS

TOWN ENGINEER

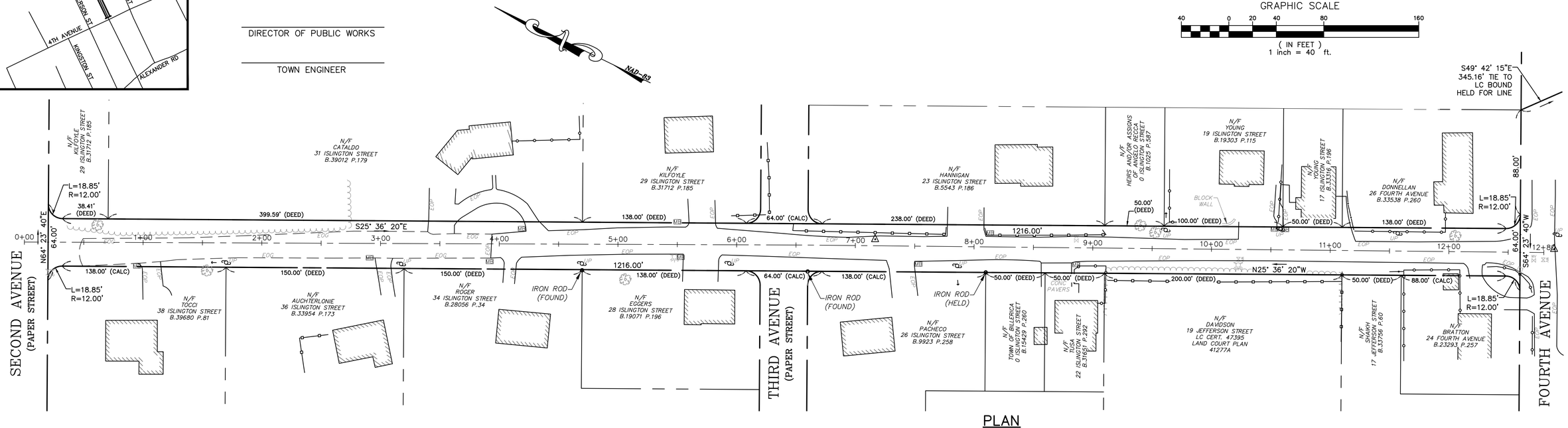
I S L I N G T O N S T R E E T

NAD-83

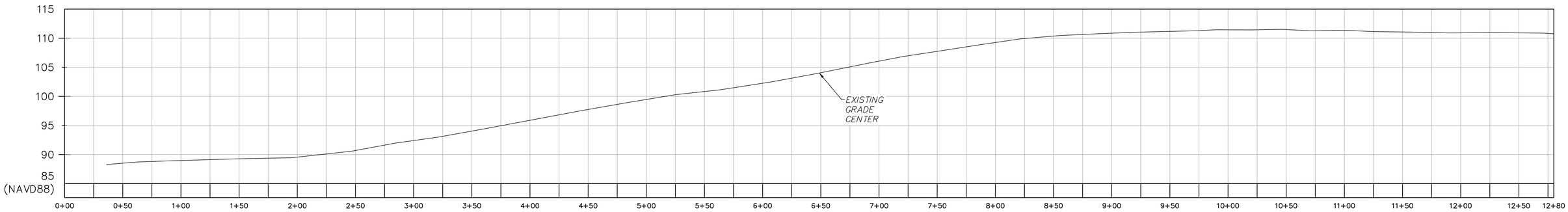
NOTES:

1) THE SOLE PURPOSE OF THIS PLAN IS TO SHOW THE PORTION OF ISLINGTON STREET TO BE ACCEPTED BY THE TOWN OF BILLERICA AS A PUBLIC WAY. DEED FRONTAGES SHOWN ARE FROM RECORD INFORMATION AND IS NOT A DETERMINATION OF PROPERTY LINES FOR ABUTTING PROPERTIES.
2) AREA OF ISLINGTON STREET ACCEPTANCE 49,724 S.F. ±.
3) THIS PLAN INTENDS TO HAVE THE WESTERLY LIMITS OF ISLINGTON STREET TO MEET THE EASTERLY SIDELINE OF SECOND AVENUE WITHOUT GORES, GAPS, OR OVERLAPS.
4) THIS PLAN INTENDS TO HAVE THE EASTERLY LIMITS OF ISLINGTON STREET TO MEET THE WESTERLY SIDELINE OF FOURTH AVENUE WITHOUT GORES, GAPS, OR OVERLAPS.

GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
1 inch = 40 ft.



PLAN
SCALE: 1" = 40'



PROFILE
HORIZONTAL SCALE: 1" = 40'
VERTICAL SCALE: 1" = 8'

ABBREVIATIONS

CB	CATCH BASIN
DMH	DRAIN MANHOLE
EOC	EDGE OF CONCRETE
EOG	EDGE OF GRAVEL
EOP	EDGE OF PAVEMENT
HYD	HYDRANT
MH	MANHOLE
N/F	NOW OR FORMERLY
MB	MAILBOX
SMH	SEWER MANHOLE
UP	UTILITY POLE

EXISTING LEGEND

- EXIST. CATCH BASIN
- EXIST. DRAIN MANHOLE
- EXIST. SEWER MANHOLE
- EXIST. MANHOLE
- EXIST. HYDRANT
- EXIST. WATER GATE VALVE
- EXIST. GAS GATE VALVE
- EXIST. CHAIN LINK FENCE
- EXIST. VINYL FENCE
- EXIST. WALL
- EXIST. BLDG. (APPROX.)
- EXIST. TREE

THIS PLAN WAS PREPARED IN ACCORDANCE WITH THE PROCEDURAL AND TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE COMMONWEALTH OF MASSACHUSETTS.

THE CERTIFICATIONS SHOWN HERE ARE INTENDED TO MEET REGISTRY OF DEED REQUIREMENTS AND ARE NOT A CERTIFICATION TO TITLE OR OWNERSHIP OF PROPERTY SHOWN.

I CERTIFY THAT THE PREPARATION OF THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

Havelock Purseglove 1/27/2026
HAVELOCK J. PURSEGLOVE, PLS #54318 DATE:

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 NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

Havelock Purseglove 1/27/2026
HAVELOCK J. PURSEGLOVE, PLS #54318 DATE:

FOR REGISTRY USE ONLY

COMMONWEALTH OF MASSACHUSETTS
HAVELOCK J. PURSEGLOVE
No. 54318
REGISTERED
PROFESSIONAL LAND SURVEYOR
1/27/2026

ISLINGTON STREET
BILLERICA, MASSACHUSETTS

STREET LAYOUT AND ACCEPTANCE PLAN
PREPARED FOR THE TOWN OF BILLERICA

GCG ASSOCIATES, INC.
WILMINGTON MASSACHUSETTS

SCALE: 1" = 40' DATE: JANUARY 27, 2026

JOB NO.\FILE NAME: 25119-WORKING-ISLINGTON
DESIGNED BY:
DRAWN BY: S.M.M.
CHECKED BY: H.J.P.
PLAN NO. 1 OF 1

TOWN OF BILLERICA
ORDER OF LAYOUT

RHODES STREET

The Select Board of the Town of Billerica, acting pursuant to G.L. c. 82, §§21-24, and having determined that common convenience and necessity require the layout of Rhodes Street as a public town way, hereby order that said Rhodes Street be laid out as a public way in the location shown on the plans entitled: "*RHODES STREET, BILLERICA, MASSACHUSETTS, STREET LAYOUT AND ACCEPTANCE PLAN PREPARED FOR THE TOWN OF BILLERICA", scale: 1"=40',* dated March 18, 2026, prepared by GCG Associates, Inc., (Billerica Engineering Division Plan #B-5-225) and described in accordance with said plan as set forth on the Exhibit A, attached hereto, which plan and description have been placed on file with said Select Board and incorporated herein. The layout was referred to the Planning Board for its report, and the Planning Board has reported thereon, or forty-five days has elapsed from such referral without a report.

The herein Order, together with a copy of the aforementioned plan and description, shall be immediately forwarded to the Town Clerk for filing and reported to the Town for acceptance.

Adopted: April 27, 2026

TOWN OF BILLERICA
SELECT BOARD

_____ _____

_____ _____

_____

Filed in the office of the
Town Clerk, _____, 20__ Town Clerk, Attest

BOUNDARY DESCRIPTION OF
RHODES STREET

A 30-foot width right of way, located in the Town of Billerica, County of Middlesex, the Commonwealth of Massachusetts, and being bounded and described as follows:

Section 1

Beginning at a point of intersection of the northerly sideline of Friendship Street and the easterly sideline of Rhodes Street; thence following the northerly sideline of Friendship Street

S 73° 21’ 07” W a distance of 32.65 feet to a point; thence

N 39° 52’ 53” W a distance of 283.73 feet to a point; thence turning and running

N 76° 32’ 44” E a distance of 33.50 feet to a point; thence turning and running

S 39° 52’ 53” E a distance of 281.70 feet to the point of beginning.

The above described right of way contains 8,481 s.f.+/- (0.19 acres+/-) and is more particularly shown and described as **2026 Acceptance Section 1 of Rhodes Street** on a plan entitled “*STREET LAYOUT AND ACCEPTANCE PLAN PREPARED FOR THE TOWN OF BILLERICA*”, scale: 1” = 40’. Dated March 18, 2026, prepared by GCG Associates, inc. (Billerica Engineering Division Plan #B-5-225), a copy of which is attached hereto.

Section 2

Beginning at a point of intersection of the northerly sideline of Lake Street and the easterly sideline of Rhodes Street; thence following the northerly sideline of Lake Street

S 50° 07’ 07” W, a distance of 30.00 feet to a point; thence turning and running

N 39° 52’ 53” W, a distance of 619.43 feet to a point; thence turning and running

N 80° 51’ 07” E, a distance of 34.90 feet to a point; thence turning and running

S 39° 52’ 53” E, a distance of 601.59 feet to the point of beginning.

The above described right of way contains 18,315 s.f.+/- (0.42 acres +/-) and is more particularly shown and described as **2026 Acceptance Section 2 of Rhodes Street** on the aforesaid plan.

Also included in this layout are the following parcels:

Parcel A (Part of Assessor’s Parcel 78-102-1, 91 Friendship Street)

Beginning at a point of intersection of the northerly sideline of Friendship Street and the westerly sideline of Rhodes Street; thence following the northerly sideline of Friendship Street

S 73° 21’ 07” W a distance of 15.00 feet to a point northerly sideline of Friendship Street; thence turning and running

N 16° 44’ 07” E a distance of 16.51 feet to a point on the westerly sideline of Rhodes Street; thence turning and running

S 39° 52’ 53” E a distance of 15.00 feet along the westerly sideline of Rhodes Street to the point of beginning.

The above described parcel contains 103 s.f.+/- and is more particularly shown and described parcel being shown as **Parcel A** on the aforesaid plan.

Parcel B (Part of Assessor’s Parcel 79-226-1, 9 Rhodes Street)

Beginning at a point of intersection of the southerly sideline of Apollo Avenue and the easterly sideline of Rhodes Street; thence following the easterly sideline of Rhodes Street

S 39° 52’ 53” E a distance of 20.00 feet to a point; thence turning and running

N 57° 28’ 47” E a distance of 43.33 feet to a point on the southerly sideline of Apollo Avenue; thence turning and running

S 80° 51’ 07” W a distance of 50.00 feet along the easterly sideline of Apollo Avenue to the point of beginning.

The above described parcel contains 430 s.f.+/- and is more particularly shown and described parcel being shown as **Parcel B** on the aforesaid plan.

Parcel C (Part of Assessor’s Parcel 79-233-1, 14 Rhodes Street)

Beginning at a point, said point being 25.00 feet S 39° 51’ 50” E of the intersection of the southerly sideline of Apollo Avenue and the westerly sideline of Rhodes Street; thence following the westerly sideline of Rhodes Street

S 39° 52’ 53” E a distance of 25.00 feet to a point on the westerly sideline of Rhodes Street; thence turning and running

S 50° 07′ 07″ W a distance of 5.00 feet to a point; thence turning and running

N 39° 52’ 53” W a distance of 25.00 feet to a point; thence turning and running

N 50° 07′ 07″ E a distance of 5.00 feet to a point on the westerly sideline of Rhodes Street, said point being the point of beginning.

The above described parcel contains 125 s.f.+/- and is more particularly shown and described parcel being shown as **Parcel C** on the aforesaid plan.

Parcel D (Part of Assessor’s Parcel 79-215-4, 6 Rhodes Street)

Beginning at a point of intersection of the southerly sideline of South Street and the westerly sideline of Rhodes Street; thence following the southerly sideline of South Street

SOUTHWEST a distance of 10.00 feet to a point on the southerly sideline of South Street; thence turning and running

S 55° 48’ 49” E a distance of 31.31 feet to a point on the westerly sideline of Rhodes Street; thence turning and running

N 39° 52’ 53” W a distance of 25.00 feet along the westerly sideline of Rhodes Street to the point of beginning.

The above described parcel contains 107 s.f.+/- and is more particularly shown and described parcel being shown as **Parcel D** on the aforesaid plan.

Parcel E (Part of Assessor’s Parcel 79-215-4, 6 Rhodes Street)

Beginning at a point of intersection of the northerly sideline of Lake Street and the westerly sideline of Rhodes Street; thence following the westerly sideline of Rhodes Street

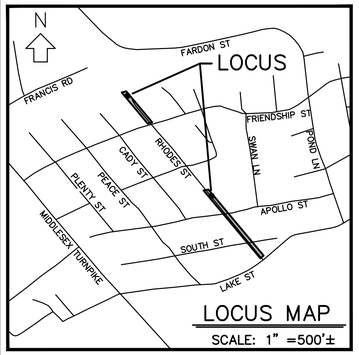
N 39° 52’ 53” W a distance of 25.00 feet to a point on the westerly sideline of Rhodes Street; thence turning and running

S 01° 13’ 18” E a distance of 32.02 feet to a point on the westerly sideline of Rhodes Street; thence turning and running

NORTHEAST a distance of 20.00 feet along the northerly sideline of Lake Street to the point of beginning.

The above described parcel contains 250 s.f.+/- and is more particularly shown and described parcel being shown as **Parcel E** on the aforesaid plan.

R H O D E S S T R E E T



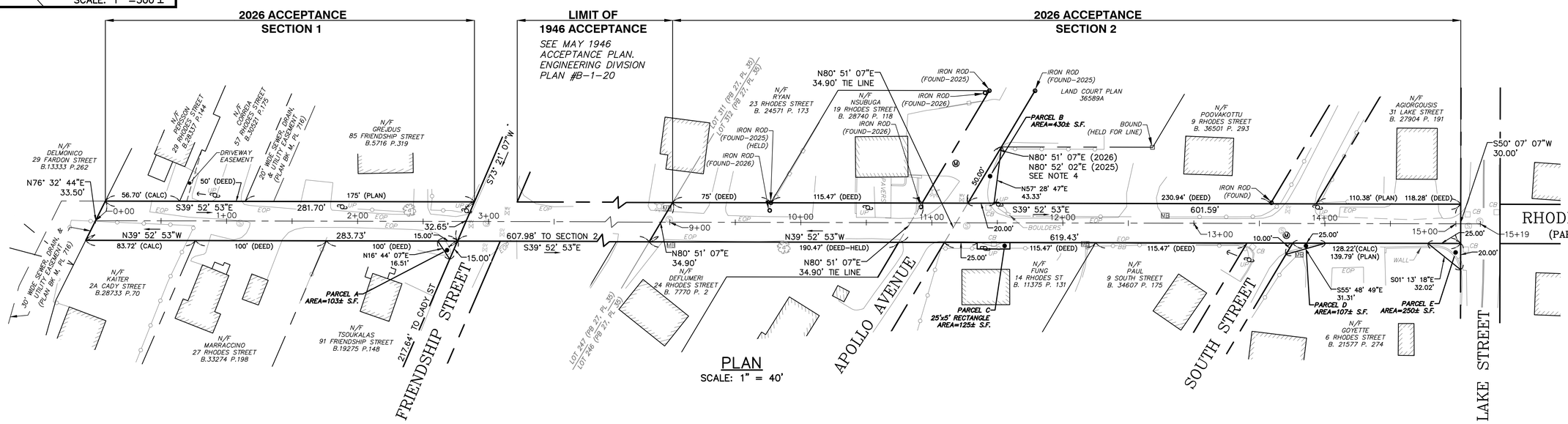
LOCUS MAP
SCALE: 1" =500'±

NAD-88

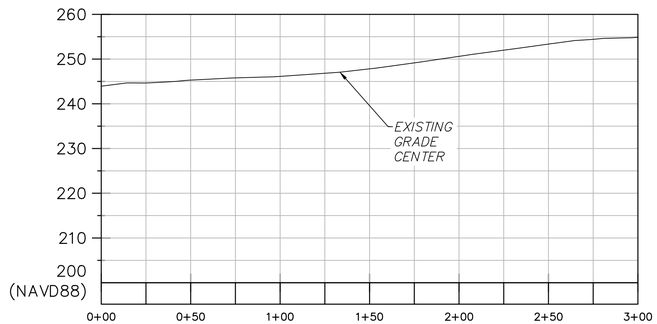
GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
1 inch = 40 ft.

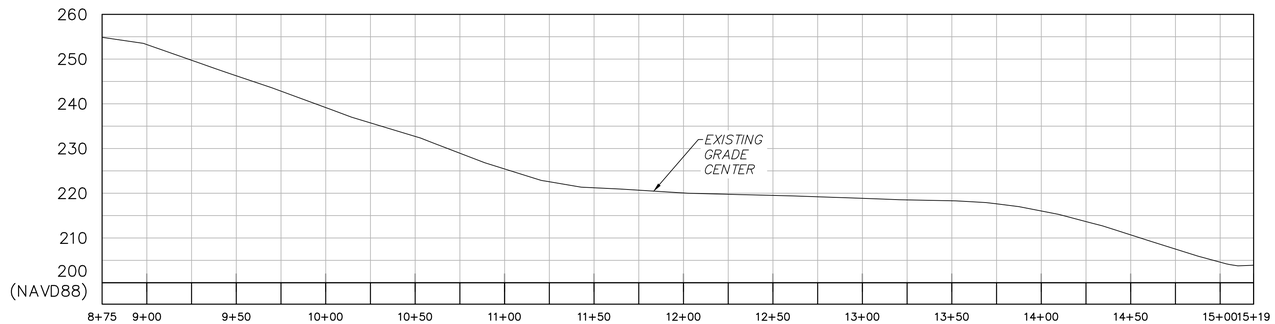
NOTES:

1) THE SOLE PURPOSE OF THIS PLAN IS TO SHOW THE PORTIONS OF RHODES STREET TO BE ACCEPTED BY THE TOWN OF BILLERICA AS A PUBLIC WAY. DEED FRONTAGES SHOWN ARE FROM RECORD INFORMATION AND IS NOT A DETERMINATION OF PROPERTY LINES FOR ABUTTING PROPERTIES.
2) AREAS OF RHODES STREET ACCEPTANCE 8481 S.F. ± FOR SECTION 1 AND 18315 S.F. ± FOR SECTION 2.
3) THIS PLAN INTENDS TO HAVE THE LIMITS OF STREET ACCEPTANCE BE THE ENTIRE PORTION OF RHODES STREET THAT HAS NOT BEEN PREVIOUSLY ACCEPTED BY THE TOWN OF BILLERICA. THE EXCEPTION BEING THE UNCONSTRUCTED PORTION BETWEEN LAKE STREET AND NUTTING LAKE.
4) HORIZONTAL DATUM ROTATED 55" FROM 2025 ACCEPTANCE PLAN FOR APOLLO AVENUE.
5) DISCREPANCIES OF RECORD DISTANCE WERE OBSERVED BETWEEN LAKE STREET AND SOUTH STREET. THE PLAN FRONTAGES SHOWN ON RECORDED PLAN BOOK 225, PLAN 21 DO NOT MATCH FIELD CONDITIONS OR LOTTING DIMENSIONS SHOWN ON PLAN BOOK 27, PLAN 34. THE DEED FOR 31 LAKE STREET CALLS FOR 118.28' FRONTAGE ALONG RHODES STREET, PLAN BOOK 27, PLAN 34 CALLS FOR 110.38'. THE DISCREPANCIES ARE LIKELY BECAUSE OF AN EARLIER SCAN OF PLAN BOOK 27, PLAN 34 BEING UNREADABLE.
6) THE PROPERTY AT 19 RHODES STREET HAS HAD NEW PROPERTY CORNERS INSTALLED BETWEEN THE TIME GCG ASSOCIATES SURVEYED APOLLO AVENUE IN 2025 AND THIS SURVEY. THE PROPERTY CORNER MARKERS LOCATED IN 2025 ARE IN AGREEMENT WITH THIS SURVEY. THE TWO IRON RODS FOUND IN 2025 AT THIS PROPERTY WERE NOT FOUND IN 2026.



PLAN
SCALE: 1" = 40'





PROFILE
HORIZONTAL SCALE: 1" = 40'
VERTICAL SCALE: 1" = 16'

APPROVED BY
TOWN OF BILLERICA
SELECT BOARD

DIRECTOR OF PUBLIC WORKS

TOWN ENGINEER

ABBREVIATIONS

CB	CATCH BASIN
DMH	DRAIN MANHOLE
EOC	EDGE OF CONCRETE
EOG	EDGE OF GRAVEL
EOP	EDGE OF PAVEMENT
HYD	HYDRANT
MB	MAILBOX
MH	MANHOLE
N/F	NOW OR FORMERLY
SMH	SEWER MANHOLE
UP	UTILITY POLE

EXISTING LEGEND

- EXIST. CATCH BASIN
- EXIST. DRAIN MANHOLE
- EXIST. SEWER MANHOLE
- EXIST. MANHOLE
- EXIST. HYDRANT
- EXIST. WATER GATE VALVE
- EXIST. GAS GATE VALVE
- EXIST. CHAIN LINK FENCE
- EXIST. VINYL FENCE
- EXIST. WALL
- EXIST. BLDG. (APPROX.)
- EXIST. TREE

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 NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

Havelock Purseglove 3/18/2026
HAVELOCK J. PURSEGLOVE, PLS #54318 DATE:

THIS PLAN WAS PREPARED IN ACCORDANCE WITH THE PROCEDURAL AND TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE COMMONWEALTH OF MASSACHUSETTS.

THE CERTIFICATIONS SHOWN HERE ARE INTENDED TO MEET REGISTRY OF DEED REQUIREMENTS AND ARE NOT A CERTIFICATION TO TITLE OR OWNERSHIP OF PROPERTY SHOWN.

I CERTIFY THAT THE PREPARATION OF THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

Havelock Purseglove 3/18/2026
HAVELOCK J. PURSEGLOVE, PLS #54318 DATE:

COMMONWEALTH OF MASSACHUSETTS
HAVELOCK J. PURSEGLOVE
No. 54318
REGISTERED PROFESSIONAL LAND SURVEYOR
3/18/2026

FOR REGISTRY USE ONLY

RHODES STREET
BILLERICA, MASSACHUSETTS

STREET LAYOUT AND ACCEPTANCE PLAN
PREPARED FOR THE TOWN OF BILLERICA

GCG ASSOCIATES, INC.
WILMINGTON MASSACHUSETTS

SCALE: 1" = 40' DATE: MARCH 18, 2026

JOB NO.\FILE NAME: 25119-RHODES
DESIGNED BY:
DRAWN BY: S.M.M.
CHECKED BY: H.J.P.
PLAN NO. 1 OF 1

TOWN OF BILLERICA
ORDER OF LAYOUT

SILVERSMITH WAY

The Select Board of the Town of Billerica, acting pursuant to G.L. c. 82, §§21-24, and having determined that common convenience and necessity require the layout of Silversmith Way as a public town way, hereby order that said Silversmith Way be laid out as a public way in the location shown on the plans entitled: "*SILVERSMITH WAY, BILLERICA, MASSACHUSETTS, STREET LAYOUT AND ACCEPTANCE PLAN PREPARED FOR THE TOWN OF BILLERICA", scale: 1"=40',* dated January 27, 2026, prepared by GCG Associates, Inc., (Billerica Engineering Division Plan #B-5-226) and described in accordance with said plan as set forth on the Exhibit A, attached hereto, which plan and description have been placed on file with said Select Board and incorporated herein. The layout was referred to the Planning Board for its report, and the Planning Board has reported thereon, or forty-five days has elapsed from such referral without a report.

The herein Order, together with a copy of the aforementioned plan and description, shall be immediately forwarded to the Town Clerk for filing and reported to the Town for acceptance.

Adopted: April 27, 2026

TOWN OF BILLERICA
SELECT BOARD

_____ _____

_____ _____

_____

Filed in the office of the
Town Clerk, _____, 20__ Town Clerk, Attest

BOUNDARY DESCRIPTION OF
SILVERSMITH WAY

A 50-foot width right of way, located in the Town of Billerica, County of Middlesex, the Commonwealth of Massachusetts, and being bounded and described as follows:

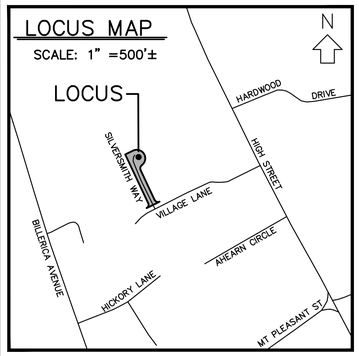
Beginning at a point of intersection of the northerly sideline of Village Lane and the westerly sideline of Silversmith Way; thence following the westerly sideline of Silversmith Way

Northerly	along the arc of a curve to the left with a radius of 25.00 feet, a length of 38.79 feet to a point; thence turning and running
N 25° 10’ 25” W	a distance of 378.01 feet to a point; thence turning and running
N 63° 48’ 12” E	a distance of 58.94 feet to a point; thence turning and running
Southeasterly	along the arc of a curve to the right with a radius of 60.00 feet, a length of 178.93 feet to a point; thence turning and running
Southerly	along the arc of a curve to the left with a radius of 25.00 feet, a length of 34.83 feet to a point on the easterly sideline of Silversmith Way; thence turning and running
S 25° 10’ 25” E	a distance of 233.46 feet to a point; thence turning and running
Easterly	along the arc of a curve to the left with a radius of 25.00 feet, a length of 39.75 feet to the point of intersection of the northerly sideline of village lane and the easterly sideline of silversmith way; thence turning and running
S 63° 42’ 57” W	a distance of 100.02 feet to a point; thence turning and running.

The above described right of way contains 27,357 square feet+/- (0.63 acres +/-) and is more particularly shown and described as **Silversmith Way** on a plan entitled “*STREET LAYOUT AND ACCEPTANCE PLAN PREPARED FOR THE TOWN OF BILLERICA*”, scale: 1” = 40’. Dated January 27, 2026, prepared by GCG Associates, Inc. (Billerica Engineering Division Plan #B-5-226), a copy of which is attached hereto.

Also, this layout includes the 20-foot-wide drainage easement shown on the plan, and as identified on Land Court Plan 36585A.

SILVERSMITH WAY



NOTES:

1) THE SOLE PURPOSE OF THIS PLAN IS TO SHOW THE PORTION OF SILVERSMITH WAY TO BE ACCEPTED BY THE TOWN OF BILLERICA AS A PUBLIC WAY. DEED FRONTAGES SHOWN ARE FROM RECORD INFORMATION AND IS NOT A DETERMINATION OF PROPERTY LINES FOR ABUTTING PROPERTIES.

2) AREA OF SILVERSMITH LANE ACCEPTANCE 27,357 S.F. ±.

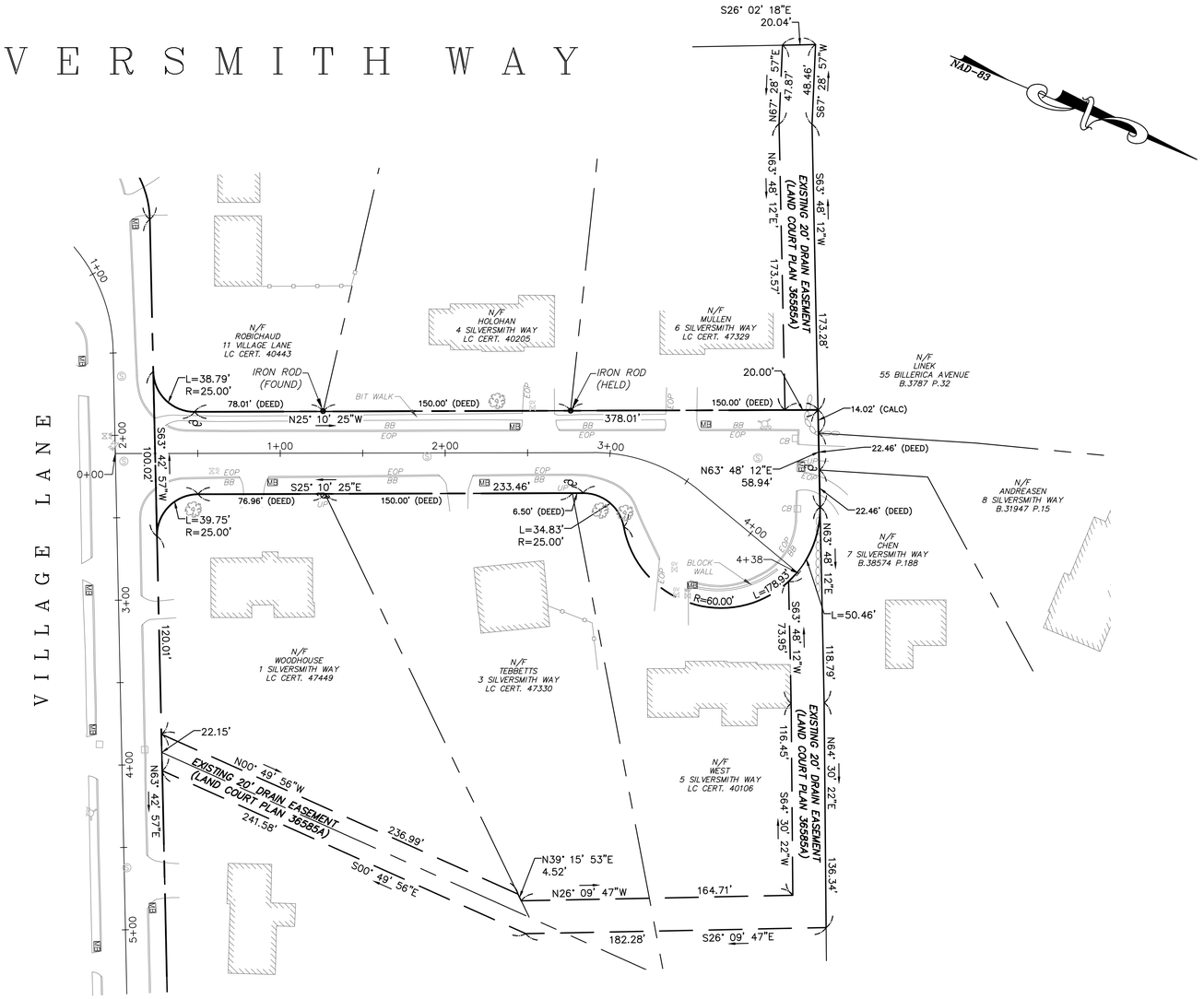
3) SEE 2026 STREET LAYOUT AND ACCEPTANCE PLAN FOR VILLAGE LANE FOR ADDITIONAL MONUMENTS FOUND DURING THE SURVEY.

4) THE EXISTING EASEMENTS SHOWN ARE REPRODUCED FROM LAND COURT PLAN NUMBER 36585A. BEARING AND DISTANCE ANNOTATIONS FOR THE EASEMENTS THAT RUN ALONG PROPERTY LINES ARE COINCIDENTAL AND ARE NOT A DETERMINATION OF SAID PROPERTY LINES.

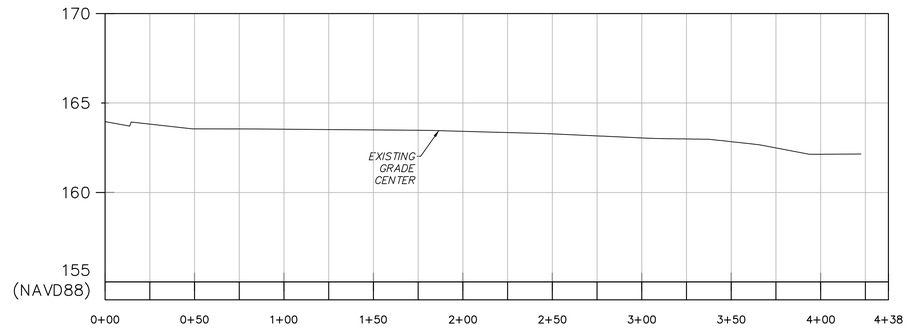
GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.



PLAN
SCALE: 1" = 40'



PROFILE
HORIZONTAL SCALE: 1" = 40'
VERTICAL SCALE: 1" = 4'

ABBREVIATIONS

BB	BIT BERM
CB	CATCH BASIN
DMH	DRAIN MANHOLE
EOC	EDGE OF CONCRETE
EOG	EDGE OF GRAVEL
EOP	EDGE OF PAVEMENT
HYD	HYDRANT
MH	MANHOLE
N/F	NOW OR FORMERLY
MB	MAILBOX
SMH	SEWER MANHOLE
UP	UTILITY POLE

EXISTING LEGEND

- EXIST. CATCH BASIN
- EXIST. DRAIN MANHOLE
- EXIST. SEWER MANHOLE
- EXIST. MANHOLE
- EXIST. HYDRANT
- EXIST. WATER GATE VALVE
- EXIST. GAS GATE VALVE
- EXIST. CHAIN LINK FENCE
- EXIST. VINYL FENCE
- EXIST. WALL
- EXIST. BLDG. (APPROX.)
- EXIST. TREE

THIS PLAN WAS PREPARED IN ACCORDANCE WITH THE PROCEDURAL AND TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE COMMONWEALTH OF MASSACHUSETTS.

THE CERTIFICATIONS SHOWN HERE ARE INTENDED TO MEET REGISTRY OF DEED REQUIREMENTS AND ARE NOT A CERTIFICATION TO TITLE OR OWNERSHIP OF PROPERTY SHOWN.

I CERTIFY THAT THE PREPARATION OF THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

Havelock Purseglove 1/27/2026
HAVELOCK J. PURSEGLOVE, PLS #54318 DATE:

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 NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

Havelock Purseglove 1/27/2026
HAVELOCK J. PURSEGLOVE, PLS #54318 DATE:

APPROVED BY
TOWN OF BILLERICA
SELECT BOARD

DIRECTOR OF PUBLIC WORKS

TOWN ENGINEER

FOR REGISTRY USE ONLY

SILVERSMITH WAY
BILLERICA, MASSACHUSETTS

STREET LAYOUT AND ACCEPTANCE PLAN PREPARED FOR THE TOWN OF BILLERICA

HAVELOCK J. PURSEGLOVE No. 54318 COMMONWEALTH OF MASSACHUSETTS REGISTERED PROFESSIONAL LAND SURVEYOR
1/27/2026

GCG ASSOCIATES, INC.
WILMINGTON MASSACHUSETTS

SCALE: 1" = 40' DATE: JANUARY 27, 2026

JOB NO.\FILE NAME: 25119-SILVERSMITH
DESIGNED BY:
DRAWN BY: S.M.M.
CHECKED BY: H.J.P.
PLAN NO. 1 OF 1

TOWN OF BILLERICA
ORDER OF LAYOUT

VILLAGE LANE

The Select Board of the Town of Billerica, acting pursuant to G.L. c. 82, §§21-24, and having determined that common convenience and necessity require the layout of Village Lane as a public town way, hereby order that said Village Lane be laid out as a public way in the location shown on the plans entitled: "*VILLAGE LANE, BILLERICA, MASSACHUSETTS, STREET LAYOUT AND ACCEPTANCE PLAN PREPARED FOR THE TOWN OF BILLERICA", scale: 1"=40',* dated January 27, 2026, prepared by GCG Associates, Inc., (Billerica Engineering Division Plan #B-5-227) and described in accordance with said plan as set forth on the Exhibit A, attached hereto, which plan and description have been placed on file with said Select Board and incorporated herein. The layout was referred to the Planning Board for its report, and the Planning Board has reported thereon, or forty-five days has elapsed from such referral without a report.

The herein Order, together with a copy of the aforementioned plan and description, shall be immediately forwarded to the Town Clerk for filing and reported to the Town for acceptance.

Adopted: April 27, 2026

TOWN OF BILLERICA
SELECT BOARD

_____ _____

_____ _____

_____

Filed in the office of the
Town Clerk, _____, 20__ Town Clerk, Attest

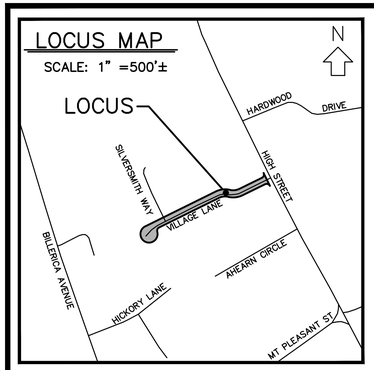
BOUNDARY DESCRIPTION OF
VILLAGE LANE

A 50-foot width right of way, located in the Town of Billerica, County of Middlesex, the Commonwealth of Massachusetts, and being bounded and described as follows:

Beginning at a point of intersection of the northerly sideline of Village Lane and the westerly sideline of High Street; thence

S 26° 06’ 57” E	a distance of 100.00 feet to a point of intersection of the southerly sideline of Village Lane and the westerly sideline of High Street; thence turning and running
Westerly	along the arc of a curve to the left with a radius of 25.00 feet, a length of 39.27 feet to a point; thence turning and running
S 63° 53’ 03” W	a distance of 175.00 feet to a point; thence turning and running
Westerly	along the arc of a curve to the right with a radius of 150.00 feet, a length of 102.30 feet to a point; thence turning and running
Westerly	along the arc of a curve to the left with a radius of 100.00 feet, a length of 68.49 feet to a point; thence turning and running
S 63° 42’ 57” W	a distance of 465.00 feet to a point; thence
Southerly	along the arc of a curve to the left with a radius of 25.00 feet, a length of 34.83 feet to a point; thence turning and running
Southerly	Along the arc of a curve to the right with a radius of 60.00 feet, a length of 272.10 feet to a point on the northerly sideline of village lane; thence turning and running
N 63° 42’ 57” E	a distance of 548.67 feet to a point; thence turning and running
Easterly	along the arc of a curve to the right with a radius of 150.00 feet, a length of 102.74 feet to a point; thence turning and running
Easterly	along the arc of a curve to the left with a radius of 100.00 feet, a length of 68.20 feet to a point; thence turning and running
N 63° 53’ 03” E	a distance of 175.00 feet to a point; thence turning and running
Northerly	along the arc of a curve to the left with a radius of 25.00 feet, a length of 39.27 feet to the point of beginning.

The above described right of way contains 55,437 square feet+/- (1.27 acres +/-) and is more particularly shown and described as **Village Lane** on a plan entitled "*STREET LAYOUT AND ACCEPTANCE PLAN PREPARED FOR THE TOWN OF BILLERICA*", scale: 1" = 40'. Dated January 27, 2026, prepared by GCG Associates, Inc. (Billerica Engineering Division Plan #B-5-227), a copy of which is attached hereto.

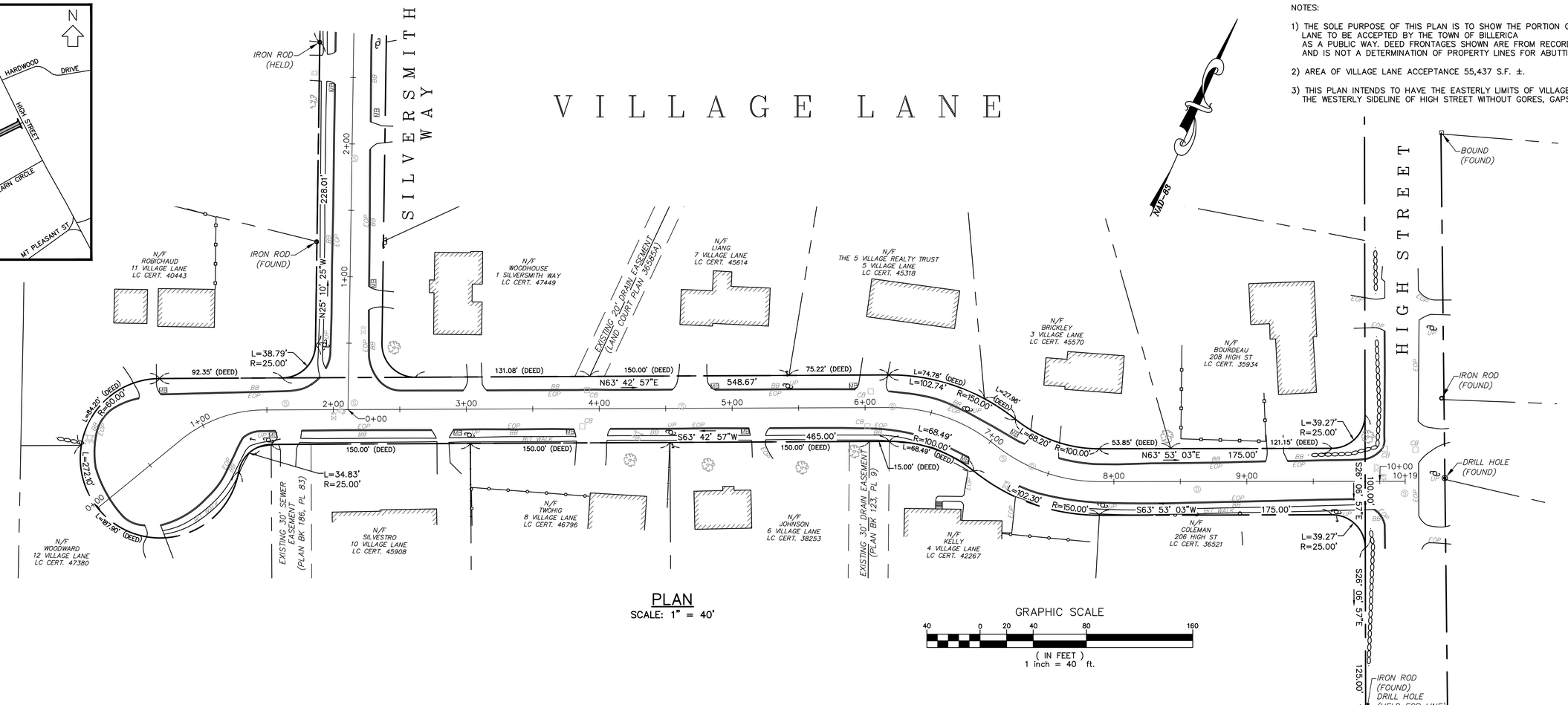


NOTES:

1) THE SOLE PURPOSE OF THIS PLAN IS TO SHOW THE PORTION OF VILLAGE LANE TO BE ACCEPTED BY THE TOWN OF BILLERICA AS A PUBLIC WAY. DEED FRONTAGES SHOWN ARE FROM RECORD INFORMATION AND IS NOT A DETERMINATION OF PROPERTY LINES FOR ABUTTING PROPERTIES.

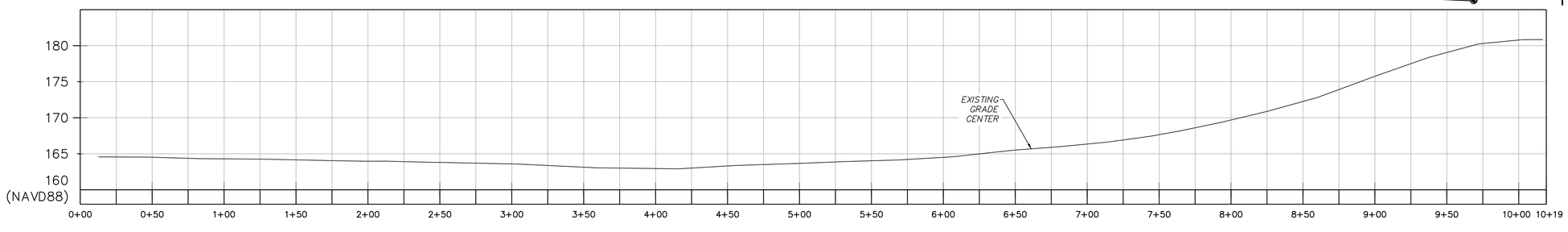
2) AREA OF VILLAGE LANE ACCEPTANCE 55,437 S.F. ±.

3) THIS PLAN INTENDS TO HAVE THE EASTERLY LIMITS OF VILLAGE LANE TO MEET THE WESTERLY SIDELINE OF HIGH STREET WITHOUT GORES, GAPS, OR OVERLAPS.



PLAN
SCALE: 1" = 40'

GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
1 inch = 40 ft.



PROFILE
HORIZONTAL SCALE: 1" = 40'
VERTICAL SCALE: 1" = 8'

APPROVED BY
TOWN OF BILLERICA
SELECT BOARD

DIRECTOR OF PUBLIC WORKS

TOWN ENGINEER

ABBREVIATIONS

BB	BIT BERM
CB	CATCH BASIN
DMH	DRAIN MANHOLE
EOC	EDGE OF CONCRETE
EOG	EDGE OF GRAVEL
EOP	EDGE OF PAVEMENT
HYD	HYDRANT
MH	MANHOLE
N/F	NOW OR FORMERLY
MB	MAILBOX
SMH	SEWER MANHOLE
UP	UTILITY POLE

EXISTING LEGEND

- EXIST. CATCH BASIN
- EXIST. DRAIN MANHOLE
- EXIST. SEWER MANHOLE
- EXIST. MANHOLE
- EXIST. HYDRANT
- EXIST. WATER GATE VALVE
- EXIST. GAS GATE VALVE
- EXIST. CHAIN LINK FENCE
- EXIST. VINYL FENCE
- EXIST. WALL
- EXIST. BLDG. (APPROX.)
- EXIST. TREE

THIS PLAN WAS PREPARED IN ACCORDANCE WITH THE PROCEDURAL AND TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE COMMONWEALTH OF MASSACHUSETTS.

THE CERTIFICATIONS SHOWN HERE ARE INTENDED TO MEET REGISTRY OF DEED REQUIREMENTS AND ARE NOT A CERTIFICATION TO TITLE OR OWNERSHIP OF PROPERTY SHOWN.

I CERTIFY THAT THE PREPARATION OF THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

Havelock Purseglove 1/27/2026
HAVELOCK J. PURSEGLOVE, PLS #54318 DATE:

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 NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

Havelock Purseglove 1/27/2026
HAVELOCK J. PURSEGLOVE, PLS #54318 DATE:

FOR REGISTRY USE ONLY

COMMONWEALTH OF MASSACHUSETTS
HAVELOCK J. PURSEGLOVE
No. 54318
REGISTERED
PROFESSIONAL LAND SURVEYOR
1/27/2026

VILLAGE LANE
BILLERICA, MASSACHUSETTS

STREET LAYOUT AND ACCEPTANCE PLAN
PREPARED FOR THE TOWN OF BILLERICA

GCG ASSOCIATES, INC.
WILMINGTON MASSACHUSETTS

SCALE: 1" = 40' JANUARY 27, 2026

JOB NO.\FILE NAME: 25119-WORKING-VILLAGE
DESIGNED BY:
DRAWN BY: S.M.M.
CHECKED BY: H.J.P.
PLAN NO. 1 OF 1

Department of Public Works – Engineering Division
Town Hall, 365 Boston Road, Billerica, Massachusetts 01821
PH: (978) 671-1300

Frederick W. Russell, PE, Director
Kelley J. Conway, PE, Town Engineer

MEMORANDUM

To: Christopher Dillon

From: Kelley Conway

Date: April 27, 2026

Re: Select Board Motion for Astrig Way Public Shade Tree Removal

The original proposal called for the removal of 58 public shade trees within the Astrig Way layout.

A duly noticed public hearing was held by the Tree Warden on December 3, 2025, in accordance with Massachusetts General Laws Chapter 87, at which objections were raised.

In response, the proposal was substantially redesigned to minimize impacts to public shade trees, reducing the number of trees proposed for removal from 58 to 15. The updated concept plan is attached for reference.

The redesigned plan was reviewed with 7 of the 11 direct abutters, all of whom raised no objection.

Objectors were contacted and asked to reconsider their objections; 7 of 10 objections were withdrawn, and 3 parties did not respond. The 3 remaining objections are attached for reference.

Select Board approval is required to authorize the removal of the public shade trees because objections remain.

Please have the Board vote concerning the removal of public shade trees within the Astrig Way right-of-way in connection with the Yankee Doodle Bike Path project as follows:

VOTE: That the Select Board, pursuant to its authority under Massachusetts General Laws Chapter 87, Section 4, approves the cutting and removal of up to fifteen (15) public shade trees within the Astrig Way right of way for the Yankee Doodle Bike Path project.

BILLERICA
YANKEE DOODLE BIKE PATH

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	CMQ-0034(028)X	30	231
PROJECT FILE NO.	608227		

ASTRIG WAY
REDUCED TRAVEL LANE WIDTH CONCEPT

ASTRIG WAY REVISED WIDTH GRAPHIC.DWG Plotted on 19-Mar-2026 11:07 AM

CONTINUED BELOW

MANAGEMENT SYSTEMS INC
PARK DRIVE
DEED BOOK 35077 PAGE 203
PLAN BOOK 150, PLAN 1

#3 ASTRIG WAY
MICHAEL J. & LISA M. KILCOYNE
DEED BOOK 4809, PAGE 252
PLAN BOOK 165, PLAN 20

SAWCUT & MEET EXIST DWY

RET TREES
TEXTURIZED DECORATIVE PVM'T
PROP BOULDER (TYP)
PROP CLEARING & GRUBBING (TYP)
PROP FULL DEPTH PAVEMENT
PROP TEMP CONSTR EASEMENT
PROP LOAM & SEED (TYP)
PROP MODIFIED ROCKFILL SLOPE
RET WALL
APPROX LIMIT OF GRADING (TYP)
REM TREES
RET TREE; PROP TREE PROTECTION
RET HYD
RET UP
PROP 1' TRAPEZOIDAL DELINEATOR (TYP)
RET STONE WALL
RET UP
CB = S5°50'28"W CD = 58.00'
R = 1116.13' L = 58.01'
2023 TOWN LAYOUT
YANKEE DOODLE BIKE PATH SECTION 4
PROP FULL DEPTH PAVEMENT
R&S BASKETBALL HOOP
ASTRIG WAY
638 639 640 641 642 643 644
13.00'
4.00'
REM TREE
REM TREES
RET TREE
RET WOOD POST
SAWCUT & MEET EXIST DWY
REM WOOD POST
PROP BOULDER (TYP)
PROP TEMP CONSTR EASEMENT
PROP 1' TRAPEZOIDAL DELINEATOR (TYP)
PROP CLEARING & GRUBBING (TYP)
PROP HMA DRIVE
SAWCUT, MEET EXIST DWY
RET STONE RETAINING WALL
MEET EXIST GRAVEL DWY
RET STONE RETAINING WALL
PROP LOAM & SEED (TYP)
APPROX LIMIT OF GRADING (TYP)
PROP GRAVEL DRIVE
MEET EXIST DWY
PROP GRAVEL DRIVE

LEGEND:
[#] PCR NUMBER
<#> DRIVEWAY NUMBER

#354 CONCORD ROAD
JOHN M. & PATRICE I. FICOCIELLO
DEED BOOK 4936, PAGE 275
PLAN BOOK 126, PLAN 7

#358 CONCORD ROAD
VICKI L. STRANG
DEED BOOK 30086, PAGE 269
PLAN BOOK 82, PLAN 144

#360 CONCORD ROAD
MARY B CARSON
DEED BOOK 16261, PAGE 224
PLAN BOOK 82, PLAN 144

#362 CONCORD ROAD
JACIRA DE JESUS MATOS
DEED BOOK 35880, PAGE 28
PLAN BOOK 82, PLAN 144

#364 CONCORD ROAD
DANIEL J. & JENNIFER A. MORIARTY
DEED BOOK 28466, PAGE 72
PLAN BOOK 82, PLAN 144

#366 CONCORD ROAD
RICHARD E. & BONNIE JEAN MCLAY
DEED BOOK 4865, PAGE 219
PLAN BOOK 82, PLAN 144

#368 CONCORD ROAD
CHRISTINA J. FISHER
DEED BOOK 35668, PAGE 278
PLAN BOOK 82, PLAN 144

0 20 50 100
SCALE: 1" = 20'

CONTINUED ABOVE

#1 ASTRIG WAY
DONALD E & KELLY A. NAUGLER
DEED BOOK 34647, PAGE 162
PLAN BOOK 165, PLAN 20

#0 SPRINGS ROAD
LOCUST CONSTRUCTION GROUP, LLC
L.C. CERT #44051
L.C. PLAN #5472D

RET POST
SAWCUT & MEET EXIST DWY
PROP FULL DEPTH PAVEMENT
PROP TREE PROTECTION FENCE
RET TREE
RET STONE WALL
RET TREES
RET MB
RET UP
PROP 1' TRAPEZOIDAL DELINEATOR (TYP)
RET STONE WALL
RET UP
RET TREES
REM TREES
2023 TOWN LAYOUT
ASTRIG WAY
13.00'
4.00'
643 644 645 646 647 648 649
PI +85.27
PI +24.00
PI +42.73
RET TREE
RET TREES
MEET EXIST DWY
PROP GRAVEL DRIVE
PROP CLEARING & GRUBBING (TYP)
RET STONE WALL
PROP HMA DRIVE
SAWCUT & MEET EXIST DWY
RET TEXTURIZED DECORATIVE PVM'T
RET UP #992
RET HEDGE
RET BOULDERS
REM HEDGE
R&R MB
RET HEDGE
RET CURB
RET TREE
YANKEE DOODLE BIKE PATH SECTION 4
RET STONE WALL
PROP 10' SUP (TYP)
PROP LOAM & SEED (TYP)
APPROX LIMIT OF GRADING (TYP)
PROP TEMP CONSTR EASEMENT
RET BOULDER
APPROX LIMIT OF GRADING (TYP)
PROP CLEARING & GRUBBING (TYP)
RET WOOD FENCE
PROP PERM HWY EASEMENT
FORMER RAILROAD SIDELINE (VAL MAP
FORMER RAILROAD S

#3 SPRINGS ROAD
ALISTAIR W. WILSON
DEED BOOK 7211, PAGE 208
PLAN BOOK 105, PLAN 30

LEGEND:
[#] PCR NUMBER
<#> DRIVEWAY NUMBER

PROP TEMP CONSTR EASEMENT
R&D WOOD RET WALL
PROP PERM HWY EASEMENT
R&S EXIST FENCE (STA 646+57 LT TO STA 649+23 LT)
RET EXIST FENCE
BEGIN GRASS SWALE STA 647+00
RET BUILDING
REM TREES
RET TREE; PROP TREE PROTECTION
RET TREES
RET TREE; PROP TREE PROTECTION
PROP LOAM & SEED (TYP)
REM TREES
REM TREE
PROP BOULDER BARRIER (TYP)
PROP SPLITTER ISLAND (SEE DETAIL SHEET 113)
REM EXIST RAILROAD TIES
REM TREE
RET TREES; PROP TREE PROTECTION
RET POST

#366 CONCORD ROAD
RICHARD E. & BONNIE JEAN MCLAY
DEED BOOK 4865, PAGE 219
PLAN BOOK 82, PLAN 144

#368 CONCORD ROAD
CHRISTINA J. FISHER
DEED BOOK 35668, PAGE 278
PLAN BOOK 82, PLAN 144

#370 CONCORD ROAD
WILLIAM P. & DIANA I. QUAGIOZZI
DEED BOOK 4456, PAGE 90
PLAN BOOK 82, PLAN 144

#1 SPRINGS ROAD
JOHN J. CAPORIZZO
DEED BOOK 26754, PAGE 80
PLAN BOOK 167, PLAN 61

66.37'
N21°17'09"E

0 20 50 100
SCALE: 1" = 20'

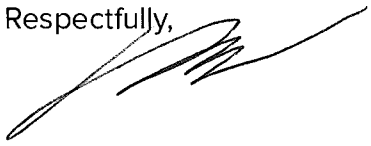
Patrick Robbins
5 Harding St.
Andover, MA, 01810
(617) 855-8120
movari@gmail.com

17 November, 2025

Department of Public Works
Parks and Trees Division
365 Boston Road, Room G08
Billerica, MA, 01821

As an update to previously submitted objection letter, I am writing to inform the Parks and Trees Division my objection to cutting down trees 1 through 58 marked to be removed along Astrig Way. These trees provided needed relief from the heat when biking, jogging and walking which is most impactful as Astrig Way abuts a huge industrial park parking lot. Some of these are decades old magnificent oak trees. I am a frequent user of this trail bike riding to and from Hanscom AFB. Much of the connecting Bedford small guage rail trail has significant tree coverage so cutting the Astrig trees down would be totally incongruous to the path which is also part of the Bay Circuit. What a shame to pay thousands of dollars only to make the trail worse, makes absolutely no sense and surely there are worthy projects that could use the funds.

Very Respectfully,



Patrick Robbins

Heather Chew

From: Dave Peterson
Sent: Friday, December 5, 2025 6:29 AM
To: Fred Russell; Kelley Conway
Cc: Heather Chew; Brienne O'Rourke
Subject: FW: Bike path

From: Angela LoGuidice <angela_log@yahoo.com>
Sent: Thursday, December 4, 2025 12:21 PM
To: Dave Peterson <dpeterson@billerica.gov>
Subject: Bike path

You don't often get email from angela_log@yahoo.com. Learn why this is important

[EXTERNAL EMAIL]

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

As a Billerica resident, I am concerned with the loss of wild life habitats that may ensue if we lose 56 trees to build the proposed bike path.
I am proposing that an alternative solution could be found such as narrowing the path. Respectfully, I request you pause the project.
Angela LoGuidice
44 Castlewood Drive
Sent from Yahoo Mail for iPhone

Heather Chew

From: Dave Peterson
Sent: Thursday, December 4, 2025 2:32 PM
To: Fred Russell; Kelley Conway
Cc: Heather Chew; Brienne O'Rourke
Subject: FW: Tree removal for bike path

-----Original Message-----
From: Kathy Matheson <mathesonkathy@hotmail.com>
Sent: Thursday, December 4, 2025 1:23 PM
To: Dave Peterson <dpeterson@billerica.gov>
Subject: Tree removal for bike path

[You don't often get email from mathesonkathy@hotmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

[EXTERNAL EMAIL]

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

Mr Peterson
Please review the cutting down of 58 trees for the bike path. There must be another option!
Thank you for your consideration!!
Kathy Matheson
17 Garden Brook Rd
Billerica
Sent from my iPhone

Town of Billerica

Collective Bargaining Agreement (CBA)

Between the Town of Billerica and

Billerica Professional Administrators Association (BPAA)

July 1, 2023~~3~~6 – June 30, 2026~~8~~

TOWN PROPOSAL – 04/21/26

VOTED FAVORABLY BY THE BPAA ON 4/23/26 – WAITING ON SIGNATURES

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Article 1 - Recognition

1.1 The Town recognizes the Billerica Professional Administrators Association, BPAA, as the exclusive, certified representative for all full time and regular part time department heads and assistant department heads of the Town of Billerica, including those titles listed below but excluding all managerial, confidential casual and all other employees.

1.2 The Town recognizes the Union for the purposes of all collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the unit described below:

Library Director, Assistant Library Director, Inspector of Building, Inspector of Wires, Plumbing Inspector, Local Inspector, Planning Director, Director of Public Health, Deputy Director of Public Health, ~~Town Engineer,~~ Stormwater Engineer, Assistant Town Engineer, Senior Planner, Appraiser/ Assistant Assessor, Assistant Tax Collector, Assistant Treasurer, Environmental Affairs Investigator, Director Environmental Affairs, Director of Veteran's Services, Animal Control Officer, Council on Aging Director, Director of Recreational Services, Assistant Director of Recreational Services, Health Agent/Sanitarian, Public Health Nurse, Superintendent of Highway, Superintendent of Cemeteries, Superintendent Parks & Trees, ~~Superintendent of Water,~~ Head Treatment Plant Operator, ~~Wastewater Superintendent,,~~ Conservation Land Use Assistant, Assistant Animal Control Officer Project Manager Engineers, and Program Coordinator of Recreational Services.

1.3 Any new position created by the Town which would be considered a full-time or regular part-time department head or assistant department head shall be a subject of bargaining between the parties to determine its impact on the unit. In no case shall this impact bargaining prevent the Town from creating a position, nor establishing a compensation schedule for this position.

Article 2 – Union Rights and Representation

2.1 All bargaining unit employees shall elect to join the Union, or pay the Union an Agency Service Fee, within thirty (30) days of the execution of this agreement, as a condition of employment.

2.2 All new bargaining unit employees, within thirty (30) days of hire, shall elect to join the Union, or pay to the Union an Agency service Fee, as a condition of employment.

2.3 The Town agrees to deduct Union Initiation Fees, Dues, Assessments and/or Agency Service Fees from an employee's pay upon written authorization from the employee.

2.4 The Town shall remit the aggregate amount of said deductions to the Secretary/Treasurer of BPAA, along with a list of employees and the amount of said deductions. The remittance shall be made on a monthly basis.

2.5 Subject to the applicable provisions of Chapter lS0E, an employee who fails to maintain membership in the Union or pay an Agency Service Fee, within thirty (30) calendar days following a written demand from the Union requesting discharge, and after being afforded a hearing before the Appointing Authority, shall be discharged, if during such period the required Initiation Fee, Dues of Agency Service Fee have not been tendered. The Union shall indemnify and hold the Employer harmless against any and all claims, suits or other forms of liability that may arise out of action taken to comply with this provision.

2.6 The Employer shall notify the Union of changes in bargaining unit personnel, including names, addresses, job titles and salaries of new employees, as well as the names of employees who have left a unit position and the date of termination.

2.7 The Union shall provide the Town with an updated list of Executive Board Members for the bargaining unit. Authorized representatives of the Union shall have access to the Employer's premises during work hours subject to the approval of the Employer. Such approval shall not be unreasonably denied. The Employer shall provide reasonable release time to bargaining unit employees for the purpose of conducting Union business. It is expressly understood that except in an emergency, bargaining unit employees conducting such business will submit a written request for approval to the Town Manager (or designee) for release time. Said approval shall not be unreasonably denied.

2.8 The Employer shall make available to the Union a bulletin board at the following sites for posting notices and information: Town Hall, DPW and Public Library. ~~and the Lewis Building.~~

2.9 The Town shall not discipline, demote, suspend or discharge an employee without just cause.

2.10 The Employer agrees to honor and to transmit to the Union contribution deductions to the Billerica Professional Administrators Association, BPAA from employees who are Union members and who sign deduction authorization cards. The deductions shall be in the amounts and with the frequency specified on the political contribution deduction authorization cards.

I hereby authorize my Employer to deduct from my pay the sum of $_____for each month and to forward that amount every six (6) months to the BPAA. This authorization is voluntary and made on the specific understanding that the signing of this authorization and the making of payments to the BPAA will use the money it receives to make political contributions and expenditures in connection with Federal, State and local elections.

_____ _____

Date Signature

Article 3 – Grievance Procedure

Prior to the filing of a formal grievance, the employee and/or the union representative is encouraged to discuss the matter with the appropriate supervisor or department head in an effort to resolve the issue informally. The purpose of this discussion is to clarify the concern, exchange relevant information, and determine whether the matter can be resolved without initiating the formal grievance procedure. If the issue cannot be satisfactorily resolved through this informal discussion, the employee or union may proceed with filing a grievance in accordance with the established grievance process.

3.1 A grievance is a dispute between the parties concerning the application, meaning and/or interpretation of the provision of this agreement.

3.2 Step One -A grievance shall be first presented to the employee's immediate supervisor. The grievance shall be presented in writing and state the contract provision(s) violated within ten (10) working days of the date of the grievance or knowledge of its occurrence. If the matter is not resolved within fourteen days of its presentation, it may be processed at Step Two for resolution.

3.3 Step Two -A grievance unresolved at Step One may be submitted in writing to the Town Manager. The Town Manager must arrange a hearing within fourteen (14) days of receipt provided that the hearing is scheduled no later than twenty (20) days from the date of submission. If the Town Manager does not respond within fourteen (10~~0~~4) days, the grievance shall be deemed denied.

3.4 Step Three - If the matter is not resolved at Step Two, the grievance may be submitted to arbitration. All grievances submitted to arbitration must be filed within thirty (30) calendar days after receipt of the Town Manager's decision; the parties shall abide by the rules and procedures of the American Arbitration Association. The costs of arbitration shall be born equally by the parties.

3.5 The time limits at any level of the procedure may be extended by mutual written agreement of the parties.

3.6 Where the time limits specified herein are not complied with by the Employer, the Union may process the grievance at the next step of the procedure.

3.7 It is expressly understood that an employee may request the presence of a Union Officer at any level of the grievance procedure.

Article 4 – Layoff/Recall

4.1 Employees shall have seniority rights in their specific classification according to date of hire in that classification, subject to the prevailing provisions of M.G.L.Chapter 31, dealing with layoff and recall rights, if applicable.

4.2 In the event of a layoff or a reduction of hours, part time employees shall be laid off or reduced before any full time employees in a particular classification.

4.3 An employee, who is reduced in hours or laid off, shall be placed on a recall list.

4.4 No new employees will be hired for any classification until the current recall list for that classification is exhausted.

4.5 In the event of a layoff, affected employees shall be entitled to be compensated for all unused sick leave and all vacation days to which they are entitled as of the layoff date. Employees qualified for longevity shall receive a payment prorated for the amount of service rendered since their last anniversary date.

Article 5 - Holidays

5.1 The Town shall agree to the following thirteen ~~(~~(13) holidays, which fall on or are observed on a regularly scheduled work day, and shall be granted as paid holidays:

New Year's Day
Martin Luther King Day
~~Washington's Birthday~~ President's Day
Patriot's Day
Memorial Day
Juneteenth
Independence Day
~~Memorial Day~~
~~Juneteenth~~
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
~~Day after Thanksgiving~~
~~Labor Day~~
~~Martin Luther King Day~~
~~Columbus Day~~
~~Patriot's Day~~

All Employees covered by this agreement will be released at half (1/2) day; the day before Thanksgiving, the day before Christmas and New Year's Eve.

5.2 Designated holidays that fall on a Sunday shall be observed on the following Monday. Holidays that fall on a Saturday shall be observed on the previous Friday.

5.3 An employee on unpaid leave shall not be eligible for holiday pay during the period covered by said leave.

5.4 An employee on vacation shall be granted an additional day of vacation when a designated holiday occurs during a vacation period.

Article 6 – Personal Days

6.1 Each unit member shall be granted three (3) days off with pay each fiscal year at his/her discretion to conduct personal business.

6.2 Said personal days may not be taken on a holiday.

6.3 Personal days shall not be accrued and must be taken prior to June 30th of each fiscal year. Unused personal days will be forfeited.

Article 7 – Longevity

7.1 Effective FY 17 (July 1, 2016) there shall be an annual incentive pay for longevity, paid in a lump sum in the pay period following the employee's anniversary date according to the following schedule.

At the completion of five (5) years of service	$1,650.00
At the completion of ten (10) years of service	$2,100.00
At the completion of fifteen (15) years of service	$2,800.00
At the completion of twenty (20) years of service	$3,300.00
At the completion of twenty-five (25) years of service	$3,800.00
At the completion of thirty (30) years of service	$4,100.00

7.2 Effective FY20 Longevity will be pro-rated upon retirement or resignation. This pro-ration does not apply to employees who have been terminated

Article 8 - Vacation

~~8.1 Vacation leave shall be granted to all unit members on a prorated basis according to the normal and established number of hours worked per week or the days worked per week, according to the following schedule~~

~~5 years of service or less 2 weeks~~

~~More than 5 years of service but less than 10 3 weeks~~

~~More than 10 years of service but less than 15 4 weeks~~

~~More than 15 years of service but less than 5 weeks~~

~~8.2 Upon completion of six (6) months of continuous employment, a newly hired employee may use one (1) of the two (2) weeks' vacation applicable. Upon completion of twelve (12) months continuous employment, a newly hired employee shall be entitled to a second week of vacation leave. Subsequent to an employee's first full year of employment, all vacation leave shall be earned and credited as of the first day of the fiscal year (July 1) regardless of the employee's anniversary date. This includes the third week of vacation leave earned for more than five (5) years of service but less than ten and the fourth week of leave earned for ten (10) years of service of more When carrying over accredited service an employee cannot earn more than forty (40) days of vacation in one year.~~

8.1 Vacation leave shall accrue to all employees covered by this Agreement pro-rated according to the normal number of hours worked per week, in the pay status on the following basis:

Twelve (12) months to five (5) years ……Ten (10) days per year

Five (5) years to ten (10) years …….. Fifteen (15) days per year

More than ten (10) years ……Twenty (20) days per year

After fifteen (15) years ……...Twenty-five (25) days per year

8.2: Vacation accrual for those employees with twelve (12) months of permanent employment or less shall be at the rate of five-sixths (5/6) of a day per month.

8.3: After twelve (12) months of permanent employment with the Town, vacation accrual shall be given (prorated) based on the number of months worked until the next calendar's fiscal year.

e.g. If hired on May 1st, the new employee will accrue 6.25 hours a month beginning on June 1st and ending on May 1st, based on a 37.5-hour work week. On May 1st, said employee will receive 12.50 hours (2 months x 6.25 hours). On July 1st, the employee will receive the entire 75 hours (two weeks).

e.g. If hired on September 1st, the new employee will accrue 6.25 hours a month beginning on October 1st and ending on September 1st based on a 37.5-hour work week, receiving 37.5 hours of vacation after 6 months and the remaining 37.5 hours at their one-year anniversary. On the following July 1st, after the completion of one year, said employee will receive the entire 75 hours (two weeks).

This provision will not apply if an employee retires or leaves the employment of the Town prior to the end of the fiscal year. In the event an employee terminates his or her employment with the Town at any time prior to the end of the fiscal year, vacation time shall be that time accrued to the date of termination.

8.~~3~~4~~An employee may accumulate up to forty (40) days' vacation from one fiscal year to the next fiscal year. Any vacation time that exceeds forty days at the end of the Fiscal year will be lost. The Town will allow employees who have 40 days of vacation as of May pt to buy back up to one week of vacation prior to June 30th.~~ Vacation leave may be carried over up to a maximum of forty (40) days. Each fiscal year, the Town shall allow employees who have forty (40) days of vacation time on the books as of May 1st to sell back up to one (1) week of vacation time to the Town prior to June 30th of that year subject to available funds.

8.~~4~~5 An employee on any type of unpaid leave for more than forty-five (45) calendar days, shall not be entitled to vacation time until his/her return to work, at which time the vacation allowance will be prorated.

8.~~5~~6 In the event that an employee is required to return to work due to unforeseen emergencies during a vacation period, the employee shall be credited vacation time for the day(s) or portion of day(s) involved.

8.~~6~~7 The vacation schedule shall commence on the first day of the fiscal year (July 1st). The employee's original date of hire in the Town of Billerica shall be used to calculate the amount of vacation time for which the employee is eligible.

However, at the completion of one (1) year of service, an employee may receive credit for any prior State, County, Municipal or Federal Government service in the United States for the purpose of calculating vacation time only. The granting of such creditable service time shall be applicable only to vacation benefits, as directed by the Town Manager. The denial of creditable service time, as defined above, shall not be done in an arbitrary or capricious fashion.

8.~~7~~8 Upon separation or termination of employment, employees shall receive ~~cash~~ compensation for any and all unused vacation time, not to exceed 40 days effective July 1, 2004.

8.~~8~~9 Upon the death of an employee, his/her unused vacation days shall be paid to his/her estate

Article 9 – Bereavement

9.1 All unit members shall be granted bereavement leave. Notice must be provided to the Town Manager regarding such leave.

9.2 Such leave shall not be charged as sick o~~f~~r vacation time.

9.3 Bereavement leave shall be prorated according to the employee's normal, established weekly work schedule.

9.4 The employee shall be granted five (5) business days without loss of pay or benefits for the loss of: mother, father, spouse, domestic partner or child of the employee or the employee's spouse. Domestic partnership status may be granted at the discretion of the Town Manager.

9.5 The employee shall be granted three (3) business days without loss of pay or benefits for the loss of: grandparent, grandchild, brother, sister, ~~mother/father-in-law~~ of the employee or the employee's spouse and any other relative residing with the employee and the death of any person for whom the employee is responsible for making funeral arrangements.

9.6 The employee shall be granted two (2) business days of bereavement leave in the event of the death of: ~~brother/sister-in-law,~~ aunt, uncle, niece, nephew and cousin of the employee or the employee's spouse.

9.7 There shall be no distinction of foster, step or half relatives in the granting of bereavement leave.

9.8 The employee may be granted an additional three (3) business days or other time necessary as determined and approved by the Town without the loss of pay or benefits with the approval of the Town Manager. Such additional time shall be granted only in cases where significant travel (outside the New England states) is required and/or in extreme and extenuating circumstances made known to the Town Manager or his/her designee.

Article 10 – Retirement Options

10.1 **Option A**: A salary step increase shall be paid to an employee who has completed at least 10 years of service for his/her last twelve (12) months of service under the guidelines specified below:

The employee shall receive a 10 percent (10%) salary increase after age 62 and if they make the proper notification on or before age 64 and their separation date is on or before age 65.

The employee shall receive a 15 percent (15%) salary increase after age 55 and if they make the proper notification on or before age 62 and their separation date is on or prior to age 63, this increase shall be paid for his/her last twelve (12) months of service in his/her weekly salary increments. They must notify the department in writing of their anticipated date of separation a year in advance. An employee who continues employment beyond the 12-month period of their anticipated separation date shall have his/her salary deducted at the same rate it was increased.

10.2 **Option B:** Optional to the Employee, an employee with 25 years of full time service as recognized by M.G.L Chapter 32 with the last 10 years of such full time service being in the Town of Billerica, and has a minimum 100 sick days accumulated, may request to be designated a "Senior" employee for a period of three (3) consecutive years. The period of time during which each employee is designated as "Senior" shall be the period of time not to exceed three (3) consecutive years selected by the employee. During the period of time that the employee is designated as "Senior" they shall receive a base salary increase of 6% above what their annual salary would have been that year. In addition, during the period of time that each employee is designated "Senior" they will be required to provide a doctor's certificate for each three (3) consecutive days of sick leave or for each day in excess of ten (10) sick days in a year, if requested to do so by the Town. Employees will be designated as "Senior" only once in their career and for only one (1) three-year period. An employee who requests to be designated as "Senior" under this section will forever forfeit their rights to sick leave buy back. Also any such employee will not be eligible for Sick Leave buy back as outlined under Article 17, Section 17.3 and Article 25, nor will they be eligible for the Retirement Incentive benefit outlined in Article 10, Sections 10.1-10.9. Finally when an employee requests "Senior" status it is an irrevocable decision regardless of whether or not the employee completes three (3) years of service from the date of the request.

10.3 In the event an employee remains in the service of the Town after the effective date of retirement the employee's wages and salary shall be adjusted effective the first business day after said effective date. Additionally, the Town shall make deductions and adjustments necessary to recover the incentive paid to the employee on a schedule that will be determined by the Town.

10.4 In the event of the death of the employee, the retirement incentive shall be prorated according to the actual time worked prior to the death. Outstanding monies shall be paid to the employee's estate.

10.5 The Retirement Option percentage salary increase shall apply to sick and/or vacation leave buy back of all employees who are members of the bargaining unit as of November 14, 2014 (provided the Retirement Option is properly elected and that all other contractual requirements - date of retirement, etc. - are complied with). The Retirement Option percentage salary increase for sick and/or vacation leave buy back shall not apply to any bargaining unit members hired after November 14, 2014

Article 11 – Certifications, Licenses, Professional Affiliations & Professional Development

11.1 The Town agrees to compensate all employees who are required by statute, job and employment qualifications and requirements, or any combination thereof, to maintain active and "in good standing" status for such certification and/or license requirements. It is expressly understood that employees shall address requests for such compensation to the Town Manager (including information about fees, tuition, and related expenses) for prior approval. Further, it is expressly understood that employees shall provide the Town Manager with copies of said certifications or licenses upon receipt. Prior approval is required by the Town Manager.

11.2 The Town shall pay for membership fees for state and national professional associations, not to exceed three hundred dollars ($300) per unit member per year, subject to the submittal of sufficient documentation to the Town Manager for approval.

11.3 The Town shall pay tuition, registration fees and cost of materials for courses and seminars taken by unit members to enhance their work-related professional development in accordance with the guidelines of the Professional Development Fund. Prior approval is required by the Town Manager.

Article 12 – Military Duty/Military Service

12.1 All employees who are called for State or Federal Military Training Forces shall be paid any difference in compensation between that drawn in the normal, established work period of two (2) weeks in their regular Town employment and the total compensation, excluding travel time of the Military Duty.

12.2 Such compensation shall not exceed two (2) weeks in a calendar year and shall not include compensation to members of the National Guard who may be mobilized during an emergency in the Commonwealth.

12.3 All employees shall be granted a military leave of absence without pay when called involuntarily to active duty with the State or Federal Armed Forces for a purpose other than routine annual tour of duty for training purposes.

12.4 The Town agrees that an employee's seniority rights shall not be affected while said military leave is in effect.

Article 13 – Jury Duty

13.1 All employees shall receive the amount equal to the difference between his/her normal compensation and the amount received from the Court for jury duty.

13.2 This provision shall not be interpreted to compensate an employee for travel time.

Article 14 – Mileage/Car Allowance

~~Mileage: **Effective July 1, 2016,** $440.00 divided by 22 days for a daily rate of $20.00 for Health and Building Departments. Those employees who are provided with Town vehicles are not eligible and all other employees who utilize their private vehicle will be reimbursed at the IRS rate.~~

~~Mileage: **Effective July 1, 2017,** $462.00 divided by 22 days for a daily rate of $21.00 for Health and Building Departments. Those employees who are provided with Town vehicles are not eligible and all other employees who utilize their private vehicle will be reimbursed at the IRS rate.~~

~~Mileage: **Effective July 1, 2018,** $484.00 divided by 22 days for a daily rate of $22.00 for Health and Building Departments. Those employees who are provided with Town vehicles are not eligible and all other employees who utilize their private vehicle will be reimbursed at the IRS rate.~~

All bargaining unit employees~~, except for grandfathered employees,~~ shall receive mileage reimbursement at the applicable IRS rate for actual miles traveled using the employee's personal vehicle, in the performance of his/her established, official duties and responsibilities for the Town.

~~With respect to grandfathered employees, they shall elect one of the following two options:~~

~~**OPTION 1**~~

~~Receive mileage reimbursement at a specified rate, based on the allowance effective January 1, 2004, on a daily basis, for actual days worked.~~ Mileage reimbursement will be based on actual days worked and not be paid ~~made~~ for vacation days, sick days, personal days, holidays, compensatory time days, or any other days that the employee does not work. If an employee works a portion of the day, said employee will receive mileage reimbursement on a prorated basis for the time actually worked.

With regard to emergency call out provisions, mileage reimbursement will be made at the applicable IRS rate for actual miles traveled.

The Specified Rate of Mileage Reimbursement is as follows:

$484.00/mo = $22 per day - 22 days per month

~~**OPTION 2**~~

~~Receive mileage reimbursement at the applicable IRS rate for actual miles traveled using the employee's personal vehicle, in the performance of his/her established, official duties and responsibilities for the Town.~~

~~A grandfathered employee who elects Option 1 may change his election and elect Option 2 on or before June 30 of the next fiscal year. However, once a grandfathered employee elects Option 2 the employee shall receive mileage reimbursement pursuant to Option 2, for the remainder of his employment and may not thereafter elect Option 1.~~

~~Grandfathered employees are:~~

~~Phavy Pheng~~

~~**Employees hired after January 1, 2004, in the Board of Health, Conservation Commission and Building Department will be reimbursed for mileage under Option 1**~~

~~1~~Article 15 - Insurance

15.1 All employees shall be eligible to participate in the Contributory Group Life, Accident, Hospitalization, Medical and Surgical Insurance Plan as defined by M.G.L. Chapter 32B. ~~as adopted by the townspeople at the Annual Town Meeting of March 1958.~~

~~15.2 The Town shall provide insurance coverage to bargaining unit members and apply the contribution rates approved by the Board of Selectmen Select Board. In the event that Board of Selectmen Select Board approves a change in health insurance plans and/or providers, the parties agree to commence negotiations concerning the impact of said changes.~~

15.2 Eligibility for such participation requires an employee to work a minimum of twenty (20) hours per week.

15.3 The Town agrees to provide opportunities for continued group insurance coverage in accordance with the provisions of COBRA for employees who have severed their employment.

15.4 All employees eligible for benefits specified above shall also be eligible for a Section 125 Cafeteria Plan.

Article 16 – ~~Maternity, Adoption and Family Leave~~ Sick Leave for Dependents and FMLA Policy

16.1 The Town shall grant maternity leave to all employees in accordance with Massachusetts General Laws Chapter 149, Section 1050.

16.2 The Town shall grant leave time for the purpose of adoption in accordance with the provisions adopted under M.G.L. Chapter 318 of the Acts of 1989 under the maternity leave statute.

16.3 In addition to the aforementioned leave provisions, the Town shall grant to eligible employees leave time under the provisions of the Family and Medical Leave Act of 1993.

~~16.4 Union members who are taking Family Medical Leave (FMLA) for issues related exclusively to the employee must use accrued sick and vacation time simultaneously to their FMLA benefits. Union members who are taking Family Medical Leave for issues related to eligible family members must use accrued vacation time simultaneously to the FMLA benefits.~~

16.4 Members who are taking Family Medical Leave (FMLA), which is up to 12-week, unpaid leave of absence, for issues related exclusively to the employee may use accrued sick or vacation time simultaneously to their FMLA benefits.

16.5 While union members retain prime responsibility to make arrangements that illness, or other incapacitation of family members do not interfere with their work obligations, up to five (5) sick days per year may be used for necessary care of a sick or incapacitated family member of the immediate family (parent, spouse, children or individual who the member has custody of and/or reside with the employee) in the event of the unforeseen event making it difficult to make other arrangements. The leave will include unanticipated daycare needs of the aforementioned individuals. The use of this section will not count towards the sick leave bonus.

16.6 Employees who are taking FMLA for issues related to a **family** member (mother, father, brother, sister, child or anyone else who lives in the house) that is not the employee may use up to twenty (20) sick days per year. This time will need to be used simultaneously with FMLA benefits. If the need for FMLA is extended past twenty (20) days, the employee will need to use accrued vacation time simultaneously to the FMLA benefits. This leave can only be used for a family member's medical situation or birth/adoption and cannot be used in conjunction with sick bank.

16.7 Family leave time must be taken in full day increments or no less than half (1/2) day increments with the approval of the Town Manager or designee in emergencies.

16.8The employee must inform his/her Department Head and the HR Director in writing prior to using that option. Email is acceptable notice. This notice is for record-keeping purposes.

Article 17 – Sick Days and Sick Leave

17.1 All employees shall be granted fifteen (15) working days with pay as a sick day allotment per fiscal year. Such days shall be prorated according to the normal, established number of hours or days worked per week. Employees shall accumulate unused sick leave without limitation.

17.2 All new employees shall accrue, but not draw upon sick days during the probationary period (first six (6) months of employment).

17.3 Any employee, hired prior to March 19, 2014 terminating his/her employment with the Town under the conditions of separation, layoff, retirement or death, shall receive compensation ~~in cash~~ in an amount equal to a maximum of seventy ~~(~~(70) days for any unused, accrued sick days. However, employees hired after March 19, 2014 will receive no payment for any unused accrued sick leave.

~~17.4 Paid sick leave shall be considered as time worked.~~

17.4 All employees shall notify his/her department or appropriate authority of an illness within a reasonable time before the start of the work day.

17.5 Sick leave shall be granted for illness, injury or absence due to quarantine. Employees shall only receive compensation for the actual number of sick days accrued during a period of sick leave.

17.6 All employees utilizing sick leave for ~~five (5)~~ three (3) or more consecutive working days, shall be required to provide documentation from an appropriate medical authority for such leave, within two (2) days of returning to work. ~~Paid sick leave shall be considered as time worked.~~

17.7 An employee shall be required to notify the appropriate authority and his/her department that he/she will be on sick leave. Such notice should be made prior to the start of the work day and include the anticipated length of such leave and the approximate return date. The employee shall be accessible to his/her department and/or authority whenever practical. Sick leave benefits shall cease if a medical documentation of said leave is not presented to the appropriate authority upon request.

17.8 Sick Leave Abuse

"If an employee calls out sick: (1) before or after a holiday and weekend more than four (4) times or (2) an employee uses more than four (4) sick days taken on the same day of the week within the last twelve (12) months, management shall set up a meeting with the employee to discuss whether or not there is a pattern of sick leave abuse. At this meeting, the employee shall be informed of any FMLA/ADA rights and provided documentation if relevant. "Family Leave Time" will not be included in the determination of sick leave abuse. If no reasonable justification or documentation can be provided by the employee after six (6) absences in either of the above-mentioned categories, a follow-up meeting may be scheduled at which time management may determine a pattern of sick leave abuse. If a pattern of sick leave abuse is determined, the employee may be subject to disciplinary action to include, but not be limited to, non-payment for non-justified sick days for the remainder of the contract year."

~~17.10 Family Leave Time~~ MOVED TO ARTICLE 16 AND REWORDED

~~Employees may convert five (5) sick days per year to "family leave time". Family leave time may only be used for family medical situations.~~

~~Family time taken as family leave will NOT count as sick time for determining eligibility for sick leave bonus. Family leave time must be taken in full day increments or no less than half (1/2) day increments with the approval of the Town Manager or designee in emergencies.~~

~~The employee must inform his/her Department Head in writing prior to using that option. Email is acceptable notice. This notice is for record-keeping purposes.~~

17.9 Sick Leave Incentive

Prior to July 1st of each year, the employee must designate in writing to their Department Head or for Department Heads to the Town Manager which sick leave incentive option they are choosing. An employee can only receive one of the following options, not both. If an option is not chosen then the option chosen for the previous year will stay in effect. If an employee fails to choose an option, Option B will apply. The options are as follows:

Option A: Employees who have not utilized any sick leave in any six (6) month period shall receive one (1) additional paid day off. Said day(s) may be used at the employee's discretion with appropriate prior notice. ~~Eligibility for these incentive days off shall commence July 1, 2000, and shall commence again upon the employee's return from sick leave~~. Eligibility for incentive days off shall commence July 1, 2000, and any use of sick leave shall reset the six (6) month qualifying period, during which no incentive days shall be earned; the period shall restart upon the employee's return to work

Employees shall be credited for one (1) paid attendance incentive day for each consecutive six (6) month period of perfect attendance, during which no sick leave was utilized. Days earned under this provision shall be used in the three (3) month period after it is earned. Exceptions to this requirement are subject to the written approval of the Town Manager.

Option B: An employee who has been employed for one (1) year of service will receive a sick leave incentive to be paid to an employee as follows:

0 Days taken - $1,000

1 Day taken - $750

~~17.12 Family Medical Leave Time~~ – MOVED TO ARTICLE 16 AND REWORDED

~~Union members who are taking Family Medical Leave (FMLA) for issues related exclusively to the employee must use accrued sick or vacation time simultaneous to their FMLA benefits~~

~~Employees who are taking FMLA for issues related to a family member or a dependent (included but not limited too; mother, father, brother, sister, child, or anybody else who lives in the house) that is not the employee may use up to twenty (20) sick days per year. This time will need to be used simultaneous with FMLA benefits. If the need for FMLA is extended past twenty days, the employee will need to use accrued vacation time simultaneous to the FMLA benefits. This leave can only be used for a family members medical situation or birth/ adoption and can not be used in conjunction with sick bank.Family leave time must be taken in full day increments or no less than half (1/2) day increments with the approval of the Town Manager or designee in emergencies.~~

~~The employee must inform his/her Department Head and the Human Resources Director in writing prior to using that option. Email is acceptable notice. This notice is for record-keeping purposes.~~

Article 18 – Sick Leave Bank

18.1 Each unit member shall annually contribute one (1) of his/her accumulated sick days to a sick leave bank and said contribution shall be matched by the Town.

18.2 The Town shall make a one-time start-up contribution of fifty (50) days upon execution of this agreement. The Town's contribution shall be reduced by the number of days contributed annually by the bargaining unit members as provided in 18.1 until said contribution is fully restored.

18.3 Employees shall not be obligated to contribute if on any July 1st the bank has more than two hundred (200) days.

18.4 Withdrawals from the bank shall be approved by a majority vote of a Sick Leave Bank Committee consisting of two (2) persons designated by the Union and two (2) persons designated by the Town Manager. In the event of a split decision, the Town Manager shall be considered an ex-officio member of the Sick Leave Bank Committee, and as such, shall render a final determination concerning a request to withdraw days from the Sick Leave Bank.

18.5 Withdrawals may be made for no more than twenty (20) day increments.

18.6 In order to be eligible to draw from the Sick Leave Bank, the employee must:

a) have been employed for at least one year;
b) have exhausted all of their available sick time, vacation time and personal days in order to be eligible to draw from the Sick Leave Bank;
c) verify said illness or injury in accordance with the provisions outlined in Article 17, and to the extent requested by the Sick Leave Bank Committee;
d) be willing to take all reasonable steps necessary to make a full recovery and prevent a recurrence of the disability including continued treatment for problems contributing to the disability.

18.7 Decisions made by the Sick Leave Bank Committee shall be final and binding and not subject to reversal by the Town, appeals or grievance/arbitration.

18.8 The Treasures office will administer the sick bank for the BPAA Union

Article 19 – Leave of Absence

19.1 All employees may be granted a leave of absence.

19.2 Such leave shall be granted without pay. During such leave the employee may exercise his/her right to continue insurance coverage(s) provided by the Town, provided that the employee is responsible for one hundred percent (100%) of the cost of the premium(s) during the period of leave.

19.3 In order to be considered for a leave of absence, the employee must provide specific information to the Town Manager about the reason(s) for the leave.

19.4 A leave of absence may be granted for a three (3) month period. An extension, not to exceed six (6) months may be granted after written notification to and approval of, the Town Manager.

19.5 Unpaid leave shall not be considered in the computation of service.

19.6 Accruals of vacation, sick leave, personal leave, and other paid time off benefits shall cease during an unpaid leave of absence, except as otherwise required by applicable Federal or State law or by Town policy governing legally protected leaves.

Article 20 – Workers' Compensation

20.1 An employee who is unable to perform his/her duties due to a work related accident or illness shall receive compensation in accordance with Massachusetts General Laws, Chapter 152.

20.2 In the event of a work-related accident or illness, an employee shall notify the appropriate authority within forty-eight (48) hours after the occurrence of the problem. In the event of a work-related accident, employees shall notify the appropriate authority within one (1) work day after the occurrence of the problem.

Article 21 – Work Week

21.1 The work week for full time employees will be thirty-seven and half (37.5) hours except for DPW employees. The DPW work week for full-time employees will be forty (40) hours

~~21.2 The normal established work week, in accordance with #1 above, shall consist of seven and one-half (7 ½) or for DPW employees eight (8) consecutive hours within the twenty-four (24) hour period. Exceptions and variations would apply only in situations that are specified as a condition of employment or have been mutually agreed upon by the Union and the Town.~~

21.2 The work week for regular part-time employees shall be established by the Department Head and/or appointing Authority.

21.3 It is expressly understood by the parties that exempt employees who report to Boards and/or Commissions as a condition of employment may be required to work beyond the time defined above, and such time shall not be considered an extension of the work week. All non-exempt employees of BPAA shall be compensated with overtime or compensatory time at one and one-half (1 ½) times for work performed beyond 40 hours in a work week if the additional hours have been approved by the Department Head and Town Manager. If an employee chooses to use compensatory time, it must be used within ninety (90) days of the accrual. If the compensatory time is not used within ninety (90) days, it will be paid in the equivalent amount in monetary compensation.

21.5 In addition, attendance at Town Meetings is also expressly understood by the parties to be a condition of employment. Each Department Head, or his or her designee, is required to be in attendance and such time shall not be considered an extension of the work week.

21.6 If a non-exempt employee of the bargaining unit is called back to work beyond the normal work week as a result of weather-related and/or operational emergencies, with the approval of the Director of Public Works for D.P.W. employees, and the Town Manager for all other bargaining unit members, said employees shall be paid at one and one-half (1 ½) times their rate for a minimum of four (4) hours or for the hours actually worked, whichever is longer. D.P.W. employees assigned as Plow Route Supervisors shall be paid at the rate of time and one-half (1 ½) for all overtime performing these duties. During the hours of 7:00 AM-3:30 PM employes will be paid their normal rate. If they choose not to plow during these hours, they will not have the ability to plow during the rest of the duration of the storm. THIS IS ONLY FOR WHEN THE BUILDING IS OPEN.

21.7 In the event that a member of the bargaining unit is assigned to fill in at higher job classification for a period exceeding 2 weeks, this individual shall be given a 10% stipend for the remainder of the time they fill in at the job classification. This assignment shall not be recognized unless approved by the Town Manager.

21.8 Employees who are required to conduct inspections outside of normal business hours shall be compensated at a rate of one and one-half (1 ½) times at a four (4) hour minimum the applicable hourly rate of pay provided the following conditions are met:

1. There must be a specific request by a resident, business or contractor for an inspection outside of normal business hours.
2. The required form must be completed by the resident, business or contractor outlining their request and the reasons the inspection is to be performed outside of normal business hours.

3. The form must be submitted to the Department Head for review and approval. Once the Department Head has reviewed the request, it must be submitted to the Town Manager, or in his absence, to his designee, for review and approval.
4. If the form is not approved by both the Department Head and the Town Manager, or designee, the request is denied and the inspection must take place during regular business hours.

Article 22 – Personnel Records

22.1 An employee, or designated representative, may request, and shall be granted, the opportunity to review any and all records related to his/her employment maintained by his/her department, ~~Personnel Board~~, Town Manager, ~~Board of Selectmen~~ Select Board or any other Town Agency.

22.2 Such records may be reviewed, and copied at the employee's expense.

22.3 A copy of all documents relating to an employee's performance shall be given to the employee prior to such document being placed in the employee's personnel file.

A copy of any derogatory information relating to any employee shall be given to the employee prior to such information being placed in the employee's personnel file.

22.4 Employees may submit a response to any information in the aforementioned files. Said response shall be attached to all copies of a particular document, in all such files.

Article 23 – Clothing Allowance

23.1 The Employer shall provide protective clothing, footwear and equipment to employees whose responsibilities require field visits and/or emergency response, at no cost to the employee.

23.2 Requests for protective clothing, protective footwear, equipment and/or foul weather gear shall be made in writing to the Town Manager for approval.

23.3 $250 to be provided for eligible employees, for uniforms shirts/pants to be purchased through the Department Head. Employees utilizing this uniform allowance must wear a uniform that indicates they are an employee of the Town of Billerica. $200 to be provided for eligible employees, for protective clothing, equipment, and footwear each year, to be purchased through the Department Head.

Departments eligible for ~~closing~~ clothing allowance are:

Building
Health
Conservation
Animal Control
~~Town~~ Engineering
D.P.W. ~~Superintendent~~
Assessors

Article 24 – Separation of Employment

24.1 Bargaining unit employees who have completed five (5) years of continuous service with the Town shall be entitled to the payment of the following benefits upon separation of employment.

- Sick days per Article 17
- Vacation days per Article 8
- Longevity per Article 7
- Personal Days per Article 6
- Car Allowance per Article 14
- Tuition and or licensing fees per Article 11

24.2 In the event of death, the aforementioned compensation shall be paid in **full** to the employee's estate.

24.3 In the event that an employee is discharged as a result of proven criminal misconduct in connection with his/her employment, the benefits outlined above, except as regulated by statute, shall be forfeited.

Article 25 – Severability

25.1 Each and every clause of this Agreement shall be deemed severable from each and every other clause of the Agreement to the extent that any clause or clauses are found to be in violation of law.

25.2 Only that clause or those clauses found to be in violation of law shall be deemed severed from the Agreement and the remaining clauses and provisions shall remain in full force and effect.

Article 26 – Duration

26.1 This agreement shall be effective on July 1, 2023~~3~~6 and continue in full force and effect for a two (2) year period, expiring on June 30, 2026~~6~~8.

~~26.2 Negotiations for a successor agreement shall commence no later than January 20, 2023.~~

Article 27 – Wages

27.1 If a position within the Town is available, BPAA members shall be given preference over other candidates if they are equally qualified as determined by the Town Manager for the position.

The wages for each of the bargaining unit positions shall be adjusted according to the following:

July 1, 2023~~3~~6	~~4%~~ 2%
July 1, 2027	~~3%~~ 2%
July 1, 2025~~5~~7	~~3%~~ Adding a Step 6 to the wage scale at a 4% differential between Step 5 and Step 6

Article 28 – Management Rights

The Listing of the following rights of management in this Article is not intended to be a waiver of any of the rights of the Town or department heads not listed herein. Such inherent management rights shall remain with the Town

The employer shall have exclusive rights consistent with the applicable laws and regulation;

1. To direct employees of the employer in the performance of their duties,
2. to hire, promote, transfer, assign, and retain employees in position, and to suspend, demote, discharge, or take other disciplinary action against such employees for just cause,
3. to determine the methods, means, and personnel by which such operations are to be conducted,
4. to take whatever actions may be necessary to carry out its mission in emergency situations, i.e., and unforeseen circumstance or a combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature,
5. To establish continued policies, practices and procedures for the conduct of Town Business and, from time to time, to change and abolish policies, practices or procedures. Subject to the provisions of MGL Chapter lSOE.
6. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town.
7. to determine and assign duties and work assignments including the change of duties and work assignments from time to time
8. To determine proper job classifications, including the determination and interpretation of new job descriptions
9. The operation and direction of the affairs of the Town in all of their various aspects.
10. To determine the level of service to be provided
11. the direction, control and supervision of employees
12. to determine the location, organization and number of employees.
13. the granting and scheduling leave.
14. to abolish any service; to establish or change any service, including the discontinuation of operations in whole or in part.
15. to evaluate employees including the establishment of the standards of productivity and the evaluation instrument, the frequency of evaluation and the conducting of evaluations.

The Town and Union acknowledge that during the negotiations which preceded this agreement, each had the unlimited right and opportunity to make demands on proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement Therefore, the town and Union, for the life of this agreement each voluntarily and unqualified waive the right and each agree that the other will not be obligated to bargain collectivity with respect to any subject matter referred to or covered in this agreement, except insofar as required in fulfillment of managements obligations under Massachusetts General Law or any other applicable regulation.

Article 29 – Probationary Period

Following their original appointment to the Town of Billerica as a permanent full time employee, a person shall perform the duties of such position on a full time basis for a probationary period of one hundred and eighty (180) working days before they shall be considered a full time tenured employee in such position except as otherwise provided by civil service rule.

If the conduct or capacity of a person serving a probationary period or the character or quality of the work performed by them is not satisfactory to the appointing authority, he may, at any time after such person has served thirty days and prior to the end of such probationary period, give such person a written notice to that effect, stating in detail the particulars wherein his conduct or capacity or the character or quality of his work is not satisfactory, whereupon his service shall terminate. In default of such notice, such person shall be deemed to be a tenured employee upon the termination of such period.

The probationary period of an employee shall not be deemed to be interrupted by his temporary appointment pursuant to section six to a position in a higher title in the same departmental unit.

Article 30 – Drug Testing

"The Town and the Union agree to implement the following drug testing program which shall provide for "reasonable suspicion" drug testing, post-incident testing and unannounced follow-up testing, and shall also provide the rehabilitation of any such employee found to be m violation of this program. It is the general intent to create a humanitarian program where treatment and discipline are both important aspects of the program."

I. ~~DRUG TESTING BASED ON SUSPICION~~ Drug Testing Based on Reasonable Suspicion

A. An employee shall be subject to an immediate drug test if reasonable suspicion of drug use is determined by an employee's supervisor.

B. The reasonable suspicion standard for drug testing is based upon a specific objective fact(s) and reasonable inferences drawn from that fact(s), reasonable in light of experience that the individual may be involved in the use of any illegally used controlled substance. Reasonable suspicion may be based upon the following or other, comparable fact patterns:

(1) Observable phenomena, such as direct observation of illegal use or possession of drugs and/or the physical symptoms of being under the influence of a controlled substance.

(2) A documentable pattern of abnormal conduct or erratic behavior while on duty (i.e. slurred speech, uncoordinated movement, gait stupor, excessive giddiness, unexplained periods of exhilaration and excitement, impaired judgment, deteriorating work performance or frequent accidents not attributable to other factors).

(3) Arrest, indictment or conviction for a drug related offense or the Identification of an employee, through an affidavit, as the focus of a criminal investigation into illegal drug use or trafficking.

(4) Evidence that an employee has tampered with a previously administered drug test and/or has made false or misleading statements to Department personnel regarding past or present illegal use of drugs.

(5) A documented, written report of drug use, in affidavit form, provided by reliable and credible sources such as a law enforcement agencies.

(6) Involved in an accident with "accident' being defined as an unplanned, unexpected and unintended event which:

a. occurs on Department property, on Department business or during working hours; and
b. initially appears to have been caused wholly or partially by an employee; and
c. results in either:
   (i) fatality;
   (ii) any injury requiring medical treatment away from the scene of the event or
   (iii) damage to property in estimated to be in excess of $20,000.00

Not with standing the foregoing, determination of reasonable suspicion shall comport with Constitutional guarantees and limits.

The Town Manger shall be the determining factor as to whether reasonable suspicion exists and if the employee shall be referred for testing. The Town Manager shall provide a written report setting forth his/her grounds for determining reasonable suspicion.

C. In those cases where the Town Manager determined that the employee's condition or behavior causes a potential threat of harm to himself/herself or others, the employee will be immediately escorted to the collection facility and shall be placed on paid administrative leave.

D. Once an employee has been referred for testing based on reasonable suspicion it will be the responsibility of the Town Manager-to advise the employee-of such decision and have the employee escorted to the collection facility. The Town Manager shall remain with the employee at the collection site until testing is concluded. If the employee so desires, a Union representative, if then available, may accompany him/her to tire collection facility to act as an observer the Union representative will not be allowed into the collection bathroom. Once the collection procedures are over the Supervisor shall transport the employee to their work headquarters and arrange for transportation for the employee to his/her home or residence. The Town Manager shall also notify the employee that he/she is not to return to work pending receipt of the test results, or until a determination is made that reasonable suspicion was not substantiated. The employee shall be in a pay status when referred to and being tested and while awaiting the test results.

E. Appeal of Decision to Test Under "Reasonable Suspicion".

(1) Should an employee dispute the determination that "reasonable suspicion" exists for requiring his/her submission to a drug test, as discussed in Section 1 of this Article, the employee shall so notify the Town by filing an appeal with the Town Manager at the time a specimen is provided by the employee. The laboratory shall be noticed simultaneously with the delivery of the specimen that the test is subject to protest and this by the Supervisor. The sample shall be held and no testing done until a determination is made after the appeal process set forth herein.

(2) The dispute shall be submitted, immediately upon provision of the sample, to the Town Manager. The Town Manager or his designee shall hold a hearing within two business days from when the sample is taken. The Town Manager shall be confined to-substantiation of the reasons articulated pursuant to Section 1(8) of this Article. The employee and the Department shall be entitled to representation at the hearing, the employee by the Union, the Department by counsel or by the Town Manager. The employee and the Union shall have the right to refute any of the reasons articulated.

~~(3)~~

(4) (3) Should, the Town Manager determine that there was "reasonable suspicion" the laboratory shall immediately be instructed to conduct the test on the employee sample. The results of such test shall forthwith be delivered to the Town Manager, who shall notify the employee in question of the results.

(5) (4) Should the Town Manager determine that there was not "reasonable suspicion" to test, the employee urine sample and ail records associated with the incident shall be destroyed forthwith,

II. Post-Incident Testing

A. An employee shall be subject to an immediate post-incident drug test when in a "critical incident'. A "critical incident" is defined as:

(1) The action of any duty employee which results in injury or death of another person;

(2) The operation of a vehicle on duty at any time in a department vehicle off duty by an employee which results in a fatal traffic accident or an accident causing any injury or property damage estimated to be in excess of $20,000.00.

(3) Any other event that may be agreed upon by the Town and the Union as Constituting a "critical incident".

An employee who tests positive after a post-incident drug test shall be subject to the same conditions as those who test positive following a "reasonable suspicion" drug test.

~~IV.~~ III. Procedures for Drug Testing

A. All urine drug testing will be performed under the Federal Department of Health and Human Services Mandatory Guidelines for federal workplace testing as described in Appendix DT/S-1, "Procedures for Drug Testing". These procedures call for the use of an Immunoassay Screen (i.e. "EMIT) with all positive results tested for confirmation using Gas Chromatography/Mass Spectrometry (GC/MS) technology or more advanced technology agreed to by the Town and the Union.

B. In accordance with M.G.L. Chapter 94C, all drug tests will consist of determinations of the presence of these five drugs, classes of drugs, or their metabolites: marijuana metabolites, cocaine metabolites, opiate metabolites, phencyclidine (PCP) and amphetamines.

The initial test shall use as Immunoassay. The following initial cut-off levels shall be used when screening specimens to determine whether they are negative for these five drugs or classes of drugs.

Initial Test Cut-Off Levels (ng/ml)

Marijuana metabolites	50
Cocaine metabolites	300
Opiates metabolites	2000
(25 mg/ml if Immunoassay specific for morphine)	
Phencyclidine	25
Amphetamines	1000

All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the cutoff levels listed in this paragraph for each drag. All confirmations shall be by quantitative analysis.

Confirmatory Test Cut-Off Levels (ng/ml)

Marijuana metabolites	15
Cocaine metabolites	150
Opiates	
Morphine	2000
Cocaine	2000
Phencyclidine	25
Amphetamines	
Amphetamine	500
Methamphetamine	500

C. At the time of the drug test, the employee's urine sample will be divided into two collection bottles ("split sampling". If a specimen is reported as positive, the employee may have the untested specimen independently tested by a laboratory licensed by the Department of Health and Human Services (DHHS) to perform forensic/drug testing, upon written application to the Fire Chief within seventy-two (72) hours of the notification of a positive result, consistent with the Health and Human Services Guidelines.

If the test is positive, the employee must present evidence of the use of prescription drugs, which may include confirmation from the employee's prescribing physician and copies of the prescriptions.

If an employee is successful in an appeal of the grounds for a "reasonable suspicion" test, **said** urine samples shall be destroyed and no material on such test shall be placed or remain in the employee's personnel file and any other Town/Department file.

D. The order for test submission and the actual testing process and results shall not be implemented for the purpose of substantiating criminal allegations against the subject employee.

~~V.~~ IV. Refusal to Submit to Testing

An employee's refusal to submit to a test when directed will be treated the same as a positive and will be immediately placed on leave. Failure or refusal to submit to such tests as directed includes the failure to proceed directly to the testing facility as directed, failure to provide an adequate amount of urine for testing, or failure to complete all of the necessary paperwork. Additionally, notwithstanding any other provision of this policy, such employee may be subject to serious disciplinary action, up to and including termination.

~~VI.~~ V. Consequences of a Confirmed Positive Test

A. An employee who tests positive for use of drugs may be subject to disciplinary action. However, any employee testing positive for the first time shall be allowed to enter a rehabilitation program, in-state or out-of-state, with the full support and encouragement of the Town and shall be subject to unannounced testing for a period of thirty six months following a first positive test A second positive test will result in termination. The Town reserves the right to discipline up to and including termination for any conduct in violation of the Rules Regulations or Policy's and Procedures of the Department.

B. An employee must provide documentation to the Town through the Town Manager regarding entry into and successful completion of a drug rehabilitation program. Such documentation will indicate that the rehabilitation program is a certified, recognized program by the Massachusetts Department of Public Health. In addition, the employee shall provide the Town with proof of successful completion of said rehabilitation program.

C. The employee entering a Rehabilitation Program will sign a Rehabilitation Agreement with the Department and abide by its terms and conditions.

D. An employee's contractual seniority will not be interrupted by any in-patient or outpatient participation in a rehabilitation program as provided in this Article.

E. The employee must successfully complete the rehabilitation program before returning to duty. Before being reinstated to duty the employee shall meet with the Chief to discuss the rehabilitation program and its completion. Such meeting(s) will be designed to assist the employee's re-entry into the workplace.

F. During any in-patient period of such rehabilitation program(s), an employee can utilize sick, vacation or other leave credits otherwise available to he/her by the Union/Town collective bargaining agreement ("CBA") to maintain compensation status. During any out-patient period of such rehabilitation program, he/she may use up to a maximum often {10) days sick leave, if needed by his/her while enrolled in such program(s), and can also utilize vacation or other leave credits otherwise available to him/her, to maintain compensation status.

G. An employee's failure to successfully complete the rehabilitation program, where such failure is based on his/her failure to attend, cooperate with or participate in the rehabilitation program may result in disciplinary action and the employee may be required to undergo further rehabilitation. After a second unsuccessful attempt at rehabilitation, the subject employee may be disciplined, up to and including termination. An employee's failure to successfully complete the rehabilitation program, where such failure is attributable to employee fault regarding attendance at, cooperation with or participation in the rehabilitation program may result in discipline, up to an including termination.

H. Upon return to duty following a first positive test, and after successful completion of the drug rehabilitation program, the employee shall be subject to unannounced, follow-up drug testing for a period of thirty six (36) months. Following a second positive test, and after successful completion of the drug rehabilitation program, may result in termination. An employee refusing to be administered a drug test during said thirty-six (36) month period, when required by the Town Manager, shall be terminated. Tests during this thirty- six month period shall be unannounced but will be conducted at reasonable times and intervals so as not to disrupt the employee's off work time.

~~VII.~~ VI. Selection of Laboratory and Medical Review Officer

A. The Department shall contract for laboratory services with a laboratory certified by the Federal Department of Health and Human Services under the Mandatory Guidelines for Federal Workplace Drug Testing Programs, and by the Department of Health and Human Services.

B. As set forth in said Mandatory Guidelines, there shall be a Medical Review Officer ("MRO") chosen to fulfill the function of reviewing the results of the tested employee and protecting the confidential nature of the employee's medical information. The qualifications of the MRO, as set forth in said Guidelines, include being a licensed physician. The role of the MRO is to review and interpret confirmed positive test results obtained through the Department's testing program. The MRO shall not be an employee of the Town.

~~VIII.~~ VII. Confidentiality of Records

Test results and other information relating to drug testing of an employee shall be maintained in a confidential file separate from the employee's personnel file.

Article 31 – Miscellaneous Provisions

a) Allow the Town to institute Bi-weekly pay policy - if allowed the Town agrees to perform the change in a month with three pay period, and to provide financial advisors to assist employees in the adjustment.

~~b) The Union agrees to review, amend as needed and accept job descriptions prepared by DJ Jacobs Consultant –~~

~~c) This item will not delay or hold up the approval of this agreement~~

d) ~~b) Doctors Visit co-pay will be from $5.00 to $10.00 Emergency room visit will be increased from $25.00 to $100.00.~~ The BPAA has agreed to accept the Town's employees' health co-pays at the current rate.

This Collective Bargaining Agreement is subject to ratification by the Town of Billerica Select Board and by Billerica Professional Administrators Association (BPAA) and the appropriation by Town Meeting. This agreement shall not be implemented unless the parties have ratified and fully executed the Agreement.

This Agreement has been duly executed by authorized representatives of the Town of Billerica and by BPAA.

In WITNESS WHEREOF, the Union and the Town, by their authorized representatives, have set their hands to this Collective Bargaining Agreement on this _____ day of _____, 2026.

_____	_____
Christopher Dillon, Billerica Town Manager	BPAA Representative

Date:_____

The Select Board as Road Commission vote to reduce the speed limit to 25 mph on the following roads, with the exception of areas that are designated as school zones, they will remain 20 mph.

Parker St
Pages Ct.
Richardson St.
Richardson St. Ext.
Whiting St.
Holden St.
Dickinson St.

The Select Board as Road Commission vote to reduce the speed limit to 25 mph on the following roads, with the exception of areas that are designated as school zones, they will remain 20 mph.

Parker St
Pages Ct.
Richardson St.
Richardson St. Ext.
Whiting St.
Holden St.
Dickinson St.

2026 ANNUAL SPRING TOWN MEETING

Town Counsel Opinion[1]
April 23, 2026

Article 1: To Set Compensation of Elected Official (Town Clerk)

This article is legally acceptable. A majority vote is required to set the compensation.

Article 2: To Set Compensation of Elected Officials (Select Board)

This article is legally acceptable. A majority vote is required to set the compensation.

Article 3: To Hear Reports of Town Departments, Committees & Officers

This article is legally acceptable. A majority vote is required to accept the reports.

Article 4: Fiscal Year 2026 Budget Amendment

This article is legally acceptable. A majority vote is required to adopt the proposed budget.

Article 5: AFSCME Council 93 Clerical Employees Agreement

This article is legally acceptable. A majority vote is required to raise the funds from the taxpayers and appropriate them as specified in the article.

Articles 6 through 9: Withdrawn

Article 10: BPAA Billerica Professional Administrators Association Agreement

This article is legally acceptable. The motion will need to include the final value of the first year of the contract. A majority vote is required to raise the funds from the taxpayers and appropriate them as specified in the article.

Article 11: Withdrawn

Article 12: Fiscal Year 2027 Town and School Budgets

The proposed article is legally acceptable. A majority vote is sufficient to adopt the Town budget.

[1] As of this writing, a final warrant has yet to be issued. Accordingly, this opinion is based on the April 17, 2026 version of the draft final warrant, as well as certain revisions emailed to me from the Finance Director on April 21 and Select Board member Rosa, via the Town Manager, on April 23.

The motion does not need to appear in the warrant. The Town can remove that text and present the motion on the floor of Town Meeting.

Article 13: Fiscal Year 2027 Water Enterprise Budget

This article is legally acceptable. A majority vote is necessary to adopt the budget.

Two minor comments:

First, it is not necessary to show the prior years or the current FY funding requests in the article. In the future, I would recommend creating a chart that simply shows the funding being suggested to Town Meeting.

Second, the explanation accompanying Article 13 references a vote taken at the October 2014 Town Meeting. However, the warrant for that meeting does not appear to be available online. Additional clarity is therefore needed regarding the relevance and legal significance of that vote, including why it is being referenced in connection with the current article and whether it remains operative or controlling.

Article 14: Fiscal Year 2027 Sewer Enterprise Budget

This article is legally acceptable. A majority vote is necessary to adopt the budget

I reiterate the comments made under Article 13. The reference to the vote taken under Article 30 of the October 2015 Annual Fall Town Meeting requires additional clarification.

Article 15: Town Manager and Finance Committee authorization to Transfer Funds

This article is legally acceptable. A majority vote is required.

Article 16: Departmental Revolving Funds

This article is legally acceptable to set the expenditure limit for the funds. A majority vote is required.

Article 17: Fund PEG Access Cable Television Services

This article is legally acceptable. A majority vote is needed to appropriate the funds.

Article 18: Community Preservation Fund Budget

This article is legally acceptable. A majority vote is needed to appropriate the funds.

Article 19: Rescind and/or Transfer Prior Borrowing Authorizations

This article is legally acceptable. A majority vote is required.

Article 20: Opioid Stabilization Fund Transfers

This article is legally acceptable. A majority vote is required to transfer from the Opioid Stabilization Fund.

Article 21: 250th Anniversary Funding

This article is legally acceptable. A majority vote is required to appropriate the funds from Free Cash.

Article 22: Fund a Feasibility Study on behalf of the Shawsheen Valley Technical High School

All MSBA articles must be approved before inclusion on the warrant by the MSBA's legal counsel. Please confirm that the article was approved by the MSBA. Assuming the article was approved by the MSBA, it is legally acceptable. A majority vote is required to appropriate the funds from Free Cash.

The motion does not need to appear in the warrant. The Town can remove that text and present the motion on the floor of Town Meeting.

Article 23: Fund DPW Equipment

This article is legally acceptable. A majority vote is needed to appropriate the funds.

Article 24: Fund the Lowell Street and Concord River Crossing

Bond Counsel has approved the text of this article. The authorization to borrow the funds requires a two third majority vote.

Article 25: Fund Inspection and Smoke Testing in accordance with the Sewer System Evaluation Survey

This article is legally acceptable. A majority vote is needed to appropriate the funds.

Article 26: Fund the Inflow and Infiltration Removal Project

This article is legally acceptable. A majority vote is needed to appropriate the funds.

Article 27: Fund Replacement of a Secondary Treatment Aeration Blower

This article is legally acceptable. A majority vote is needed to appropriate the funds.

Article 28: Fund Conversion of Emulsion Style polymer to a Dry Polymer used in the Coagulation/Magnetite (CoMag) Treatment Process

This article is legally acceptable. A majority vote is needed to appropriate the funds.

Article 29: Fund Restoration of Historic Headstones

This article is legally acceptable. A majority vote is needed to appropriate the funds.

Article 30: Authorize the Select Board to Accept Roads as Public Way

This article is legally acceptable. A two third majority vote is required.

Article 31: Grant an Easement to National Grid for Electric Distribution for the new North Billerica Fire Station

This article is legally acceptable. To effectuate this disposition, the Select Board will need to declare the easement area surplus for general municipal purposes prior to Town Meeting. The disposition will also need to comply with G.L. c. 30B. A majority vote is needed to authorize the disposition.

Article 32: Withdrawn.

Article 33: Debarment Bylaw[2]

While a small number of cities have adopted responsible bidder ordinances, I am not aware of any town that has adopted such a bylaw. I am also unaware of any formal review or opinion from the Municipal Law Unit of the Attorney General's Office addressing the validity of such bylaws.

That said, G.L. c. 29, § 29F provides that an entity or individual may not be suspended or debarred except through the procedures set forth in that statute, while preserving the authority of a public agency to reject a bid or proposal where the agency reasonably determines that the contractor is not responsible or otherwise eligible. Specifically, the statute provides:

> An entity or individual shall not be suspended or debarred except under the procedures in this section, provided that a public agency may reject a bid or proposal from any contractor when the public agency reasonably determines that such contractor is not responsible or eligible.

[2] This opinion is based on the version of the article dated April 17, 2026. That version of the proposed article consists of eight sections and concludes with a Fiscal Impact Statement. It is my understanding that the article may continue to evolve between the deadline for me to issue my final legal opinion and the posting of the warrant. To the extent that any substantive changes are made, additional legal review will be required.

Consistent with this statutory framework, the Office of the Inspector General has issued guidance advising that contractor responsibility determinations made after receipt of a bid or proposal are the appropriate mechanism for addressing prior violations, rather than imposing categorical prohibitions on participation. The OIG has specifically discouraged policies that bar vendors from participating in procurements following the expiration of a state suspension or debarment, as such policies effectively impose an additional penalty without the procedural protections required by law. Instead, awarding authorities are advised to consider a contractor's past suspensions or debarments as part of the post-bid responsibility determination, rather than as grounds for automatic exclusion.

Here, the proposed bylaw appears to impose responsibility and eligibility criteria on all contractors subject to G.L. c. 149. Accordingly, it is possible that the Municipal Law Unit would conclude that the bylaw is consistent with state law and the Massachusetts Constitution, though the absence of prior guidance introduces some degree of uncertainty.

In addition, I note that the Town may wish to amend Section 5, which places administration of the bylaw solely in the hands of the Town Manager. Under the Town Charter, however, the Town Manager is not authorized to execute contracts on behalf of the School Department. To avoid a potential conflict with the Charter, I recommend revising the bylaw to authorize the School Superintendent to administer the bylaw as it applies to School Department contracts.

Finally, the proposed article does not specify where the new provision would be codified within the Town's General Bylaws. The motion will need to clearly identify the article and section into which the proposed text is to be inserted in order to be properly framed for Town Meeting action.

A majority vote of Town Meeting is required to adopt the proposed general bylaw amendment.

Article 34: Town Manager Screening Committee

This article is legally permissible. A majority vote is required to amend the bylaw.

Although this article is legally permissible, adding the term "business days" in the first full paragraph means that all other references to "days" may be read as "calendar days." The word "day" is defined in the Charter to mean business days when the term is less than seven days, but it is not immediately apparent to me that this definition of "day" applies to the General Bylaws. Electing to call out business days here may create confusion. The Town may want to adopt a standard definition of "day" for its General Bylaws.

Article 35: Prohibition of Cryptocurrency on Automated Teller Machines

This article is legally sufficient. Similar bylaws have recently passed muster with the Attorney General's Municipal Law Unit (MLU Case no. 12112, Ipswich and MLU Case No. 12104, South Hadley). A majority vote is required to adopt it.

Article 36: Amendment to MBTA Communities Multifamily Overlay District

This article is legally acceptable. A two thirds vote of Town Meeting is likely required to adopt this proposed zoning bylaw amendment. Pursuant to G.L. c. 40A, §5, some zoning amendments which support the development of additional or denser housing may be adopted by majority vote, as opposed to the tradition two thirds. While this article proposes an amendment to a zoning bylaw which itself was eligible for the reduced simple majority approval threshold, it is not clear that these amendments have the same effect. For this reason, I recommend a two thirds vote as a conservative approach. I am happy to consult with the Attorney General's Municipal Law Unit if additional confirmation on the availability of a reduced quantum of vote for this article is desired.

Please be aware that pursuant to 760 C.M.R. 72.10, the Town must notify the Executive Office of Housing and Livable Communities in writing of any zoning amendment that affects the Town's MBTA zoning district. The amendments proposed this article are unlikely to affect the Town's compliance with G.L. c. 40A, § 3A, but notification is required.

Article 37: Amendment to Section 4.7 of the Zoning Bylaw

This article is legally acceptable. A two thirds vote of Town Meeting is required to adopt this proposed zoning bylaw amendment.

I note that the "Site Plan Approval" as used in the current bylaw is being replaced with "Site Plan Review." Throughout the proposed text, continued use "site plan approval" occurs. In some cases, this appears to refer to an approved site plan, being the outcome of Site Plan Review, as opposed to the process of Site Plan Review itself. As proposed, the meaning of the text is clear, however, additional review for consistent usage of defined terms may be warranted if the proposed work choice is not intentional.

Furthermore, proposed Section 4.7.C defines the applicability of Site Plan Review and includes applicability "for certain site improvements as defined in the Planning Board's Rules and Regulations." It is possible that the Attorney General's Municipal Law Unit ("MLU"), which must review all bylaw amendments, will object to this open-ended grant of authority for the Planning Board to define the scope of applicability for Site Plan Review. I generally recommend clearly defining the full scope of applicability in the text of a bylaw itself, however, if this issue is raised by the MLU, it is unlikely to prevent approval of the remainder of the applicability section.

Please be aware that pursuant to 760 C.M.R. 72.10, the Town must notify the Executive Office of Housing and Livable Communities in writing of any zoning amendment that affects the Town's MBTA zoning district. The amendments proposed this article are unlikely to affect the Town's compliance with G.L. c. 40A, § 3A, but notification is required.

Article 38: ESSA Foster Care Transportation Reimbursement

This article is legally acceptable. It requires a majority vote to authorize the execution of these agreements.

Article 39: Transfer from the Select Board to the Conservation Commission for a conservation restriction with a deed restriction

Despite the title of the article, the article does not impose a conservation restriction or deed restriction on the parcels; rather, by transferring the parcels to the Conservation Commission, the land would become subject to Article 97, meaning it could not be disposed of or have its use changed absent compliance with Article 97, G.L. c. 3, § 5A, and the applicable rules and regulations.

In situations where a municipality accepts a deed for conservation land, I have often taken the position that the deed may expressly identify anticipated future uses of the property, and where such uses are specifically authorized by the deed, their later implementation by the Town would not constitute a change in use for Article 97 purposes. I have taken a similar approach when land is transferred from a Town department or other public body to the Conservation Commission, concluding that if the Town Meeting vote expressly identifies anticipated utility uses, the installation of those utilities would not trigger Article 97 disposition requirements. Critically, however, there is no case law directly supporting this interpretation, and while I believe this approach is reasonable from both a practical and legal perspective, there can be no guarantee that a court would reach the same conclusion. Finally, because the land would be held by the Conservation Commission, the Department of Public Works would be required to obtain the Commission's approval before performing any work on the parcels.

This article will require a two thirds vote of Town Meeting. Furthermore, to effectuate this transfer, the Select Board will need to declare easement area surplus for general municipal purposes prior to Town Meeting.

Article 40: Transfer from the Select Board to the Conservation Commission with a Deed Restriction

Please see policy related comments above for Article 39.

A two thirds vote is required. Furthermore, to effectuate this transfer, the Select Board will need to declare easement area surplus for general municipal purposes prior to Town Meeting.

Article 41: Cidermill Property

Please see policy related comments above for Article 39.

A two thirds vote is required. Furthermore, to effectuate this transfer, the Select Board will need to declare easement area surplus for general municipal purposes prior to Town Meeting.

TOWN OF BILLERICA

FINAL WARRANT

ANNUAL SPRING TOWN MEETING

Annual Spring Town Meeting
Thursday, May 7, 2026 at 7:00 PM

Billerica Town Hall Auditorium
DRAFT – 04/17/26

Article Number	Purpose	Value	Funding Source	Submitted by:	Finance Committee Recommendation
1	To Set Compensation of Elected Officials (Town Clerk)	$96,962.02	Raise and Appropriate from Available Funds	Finance Committee	Recommends
2	To Set Compensation of Elected Officials (Select Board)	$9,200	Raise and Appropriate from Available Funds	Finance Committee	Recommends
3	To Hear Reports of Town Departments, Committees & Officers			Town Manager; authorized by Select Board	Recommends

Financial Articles

4	Fiscal Year 2026 Budget Amendment	$525,000	Transfer from General Fund Free Cash	Town Manager; authorized by Select Board	Recommends
5	To Fund Collective Bargaining Agreement – AFSCME Council 93 Clerical Employees	$125,084	Raise and Appropriate	Town Manager; authorized by Select Board	Recommends
6	To Fund Collective Bargaining Agreement – NEPBA Police Officers – Group (A) Patrolmen		This Article has been Withdrawn		
7	To Fund Collective Bargaining Agreement – NEPBA Police Officers – Group (B) Superior Officers		This Article has been Withdrawn		
8	To Fund Collective Bargaining Agreement – IAFF Firefighters		This Article has been Withdrawn		
9	To Fund Collective Bargaining Agreement – IAFF Civilian Fire Alarm Operators		This Article has been Withdrawn		
10	To Fund Collective Bargaining Agreement – BPAA Billerica Professional Administrators Association	TBD	Raise and Appropriate	Town Manager; authorized by Select Board	Reserves Recommendation
11	To Fund Collective Bargaining Agreement – Teamsters Local 25 DPW Employees		This Article has been Withdrawn		
12	Fiscal Year 2027 Town and School Budgets	$216,660,805	Raise and Appropriate from Available Funds	Finance Committee	Recommends
13	Fiscal Year 2027 Water Enterprise Budget	$7,100,384	Raise and Appropriate from Available Funds	Town Manager; authorized by Select Board	Recommends
14	Fiscal Year 2027 Sewer Enterprise Budget	$9,889,971	Raise and Appropriate from Available Funds	Town Manager; authorized by Select Board	Recommends
15	To Allow the Town Manager and Finance Committee to Transfer Funds			Finance Committee	Reserves Recommendation

Article Number	Purpose	Value	Funding Source	Submitted by:	Finance Committee Recommendation
16	To Authorize Departmental Revolving Funds			Town Manager; authorized by Select Board and School Committee	Recommends
17	To Fund Peg Access Cable Television Services	$213,892.64	Transfer and Appropriate from Available Funds	Town Manager; authorized by Select Board	Recommends
18	Community Preservation Committee Budget and Project Recommendations	$483,067 $1,150,000	Raise and Appropriate from Community Preservation Act Funds	Community Preservation Committee	Recommends
19	To Rescind and/or Transfer Prior Borrowing Authorizations	$1,050,000	Transfer and Appropriate	Town Manager; authorized by Select Board	Reserves Recommendation
20	To Transfer and Appropriate a Sum of Money from the Opioid Settlement Stabilization Fund to Fund Various Opioid-Related Items	$40,000	Transfer and Appropriate from the Opioid Settlement Stabilization Fund	Town Manager; authorized by Select Board	Recommends
21	250th Anniversary Funding	$35,000	Transfer from General Fund Free Cash	250th Anniversary Committee	Recommends
22	To Fund a Feasibility Study on Behalf of the Shawsheen Valley Technical High School	$554,002	Transfer from General Fund Free Cash	Shawsheen Valley Technical High School Committee	Does Not Recommend
23	To Fund DPW Equipment	$305,000	Transfer from Available Funds	Town Manager; authorized by Select Board	Recommends Approval
24	To Fund the Lowell Street and Concord River Crossing Sewer Rehabilitation Project	$3,100,000	Raise and Appropriate, Transfer or Borrow	Town Manager; authorized by Select Board	Recommends
25	To Fund Inspection and Smoke Testing in Accordance with the Sewer System Evaluation Survey (SSES)	$1,100,000	Transfer and Appropriate	Town Manager; authorized by Select Board	Recommends
26	To Fund the Inflow and Infiltration Removal Project	$250,000	Transfer and Appropriate	Town Manager; authorized by Select Board	Recommends
27	To Fund Replacement of a Secondary Treatment Aeration Blower	$175,000	Transfer and Appropriate	Town Manager; authorized by Select Board	Recommends
28	To Fund Conversion of Emulsion Style Polymer to a Dry Polymer Used in the Coagulation/Magnetite (COMAG) Treatment Process	$250,000	Transfer and Appropriate	Town Manager; authorized by Select Board	Recommends
29	To Fund Restoration of Historic Headstones	$15,000	Transfer and Appropriate	Town Manager; authorized by Select Board	Recommends

Article Number	Purpose	Value	Funding Source	Submitted by:	Finance Committee Recommendation

Land Use and Easement Articles

30	To Authorize the Select Board to Layout and Accept Roads as Public Ways			Town Manager; authorized by Select Board	Recommends Approval
31	To Grant an Easement to National Grid for Electric Distribution for the New North Billerica Fire Station			Town Manager; authorized by Select Board	Recommends
32	To Grant an Easement to National Grid for Gas Distribution for the New North Billerica Fire Station	This Article has been Withdrawn			

General By-Law Articles

33	To Adopt a General By-Law Establishing Procedures for the Debarment of Contractors, Subcontractors and Vendors Found in Violation of Massachusetts Labor Laws			Selectman John Burrows	Reserves Recommendation
34	To Amend General By-Law, Section 20.4, Town Manager Screening Committee			Selectman Michael Rosa	Recommends
35	Prohibition of Cryptocurrency on Automated Teller Machines			Town Manager; authorized by Select Board	Recommends

Zoning By-Law Articles

36	To Vote to Amend the Zoning By-Law Section 11.11, MBTA Communities Multifamily Overlay District (MCMOD)			Planning Board	Recommends
37	To Vote to Amend the Zoning By-Law Section 4.7			Planning Board	Recommends

School Committee Foster Care Transportation Reimbursement Article

38	ESSA Foster Care Transportation Reimbursement			School Committee	Recommends

Article Number	Purpose	Value	Funding Source	Submitted by:	Finance Committee Recommendation

Elected Officials Articles

39	To Vote to Deed Certain Town-Owned Parcels to the Conservation Commission			Selectman Michael Rosa on behalf of the Open Space and Recreation Committee	Recommends
40	To Vote to Deed Certain Town-Owned Parcels to the Conservation Commission			Selectman Michael Rosa on behalf of the Open Space and Recreation Committee	Recommends
41	To Transfer a Parcel of Land Known as Cidermill Property to the Select Board for Active and Passive Recreation, Open Space and Conservation Purposes			Selectman Daniel Darris-O'Connor	Recommends

FINAL WARRANT
2026 ANNUAL SPRING TOWN MEETING

Middlesex, ss.
To Any Constable in the Town of Billerica

Greetings,

You are hereby authorized and requested to notify and warn the inhabitants of said Town of Billerica qualified by law to vote in Elections and Town Affairs, to meet at the Maurice A. Buck Memorial Auditorium, Town Hall, 365 Boston Road, Billerica, MA on Thursday, May 7, 2026 at 7:00 PM and subsequent Thursdays and Tuesdays until all of the business in the Warrant shall have been acted upon, then and there to vote on the following articles:

ARTICLE 1 - TO SET COMPENSATION OF ELECTED OFFICIAL (TOWN CLERK)

To see if the Town will vote to fix the compensation of the Town Clerk and determine any salary increase that shall become effective July 1, 2026; or act in relation thereto.

Town Clerk - $96,962.02 a Year

Submitted by the Finance Committee

Finance Committee recommends approval.

Article 1 Explanation: In accordance with M.G.L. Chapter 41, Section 108, the salary and compensation of elected officials shall be fixed annually by a vote of Town Meeting.

ARTICLE 2 - TO SET COMPENSATION OF ELECTED OFFICIALS (SELECT BOARD)

To see if the Town will vote to fix the compensation of the Select Board and determine any salary increase that shall become effective July 1, 2026; or act in relation thereto.

Select Board, Chair	$2,000 a Year
Select Board, Member	$1,800 a Year

Submitted by the Finance Committee

Finance Committee recommends approval.

Article 2 Explanation: In accordance with M.G.L. Chapter 41, Section 108, the salary and compensation of elected officials shall be fixed annually by a vote of Town Meeting.

ARTICLE 3 - TO HEAR REPORTS OF TOWN DEPARTMENTS, COMMITTEES & OFFICERS

To see if the Town will vote to hear and act upon the reports of Town Departments, Committees and Officers; or act in relation thereto.

Submitted by the Town Manager; authorized by the Select Board

Finance Committee recommends approval.

Article 3 Explanation: In accordance with M.G.L. Chapter 40, Section 49, this article allows Town Meeting to hear and act upon reports submitted in the 2025 Annual Town Report.

ARTICLE 4 - FISCAL YEAR 2026 BUDGET AMENDMENT

To see if the Town will vote to transfer from General Fund Free Cash the sum of $525,000 to amend various budgets for Fiscal Year 2026 as follows:

ACCOUNT	BEGINNING BUDGET	CHANGE	REVISED BUDGET
UTILITIES-ELECTRIC	**$1,976,640**	**$350,000**	**$2,326,640**
VETERAN BENEFIT	**$150,000**	**$35,000**	**$185,000**
POSTAGE	**$97,008**	**$40,000**	**$137,008**
RETIREMENTS	**$200,000**	**$100,000**	**$300,000**

Or act in relation thereto.

Submitted by the Town Manager; authorized by the Select Board

Finance Committee recommends approval.

Article 4 Explanation: This article is to amend certain lines in the FY26 Budget. The increase in the utilities-electric line reflects rising electricity costs and higher operational demand across municipal facilities. The increase in the Veteran Benefit budget supports the growing needs of veterans and their families; rising housing, healthcare and cost-of-living expenses have increased the level of assistance required. The increase in the Postage line reflects higher postal service rates and continued demand for mailed communications. Official notices, billing, election materials and regulatory mailings remain legally required to be delivered via mail. The increase in the Retirements budget accounts for anticipated employee retirements and associated contractual obligations.

ARTICLE 5 - TO FUND COLLECTIVE BARGAINING AGREEMENT – AFSCME COUNCIL 93 CLERICAL EMPLOYEES

To see if the Town will vote to raise and appropriate a sum of $125,084 to fund the first-year cost items contained in the successor Collective Bargaining Agreement between the Town and the American Federation of State, County and Municipal Employees for a term of July 1, 2026 to June 30, 2029; or act in relation thereto.

Submitted by the Town Manager; authorized by the Select Board

Finance Committee recommends approval.

Article 5 Explanation: The Town and AFSCME Union agreed to a 3-year contract with a 2% COLA July 1st of each year of the contract. There are four positions being removed from the union, based on work responsibilities. There are 3 additional steps on the wage schedule providing a needed wage correction for a couple of the clerk categories. The agreement has a lot of language clean-up throughout, clearing up ambiguous language and removing outdated items.

ARTICLE 6 - THIS ARTICLE HAS BEEN WITHDRAWN

ARTICLE 7 - THIS ARTICLE HAS BEEN WITHDRAWN

ARTICLE 8 - THIS ARTICLE HAS BEEN WITHDRAWN

ARTICLE 9 - THIS ARTICLE HAS BEEN WITHDRAWN

ARTICLE 10 - TO FUND COLLECTIVE BARGAINING AGREEMENT – BPAA BILLERICA PROFESSIONAL ADMINISTRATORS ASSOCIATION

To see if the Town will vote to raise and appropriate a sum of $$$ to fund the first-year cost items contained in the successor Collective Bargaining Agreement between the Town and the Billerica Professional Administrators Association for a term of July 1, 2026 to June 30, 2028; or act in relation thereto.

Submitted by the Town Manager; authorized by the Select Board

Finance Committee has not yet made final recommendation.

Article 10 Explanation: At the time of printing, there was no Collective Bargaining Agreement.

ARTICLE 11 - THIS ARTICLE HAS BEEN WITHDRAWN

ARTICLE 12 - FISCAL YEAR 2027 TOWN AND SCHOOL BUDGETS

To see if the Town will vote, pursuant to Article 5 of the Billerica Home Rule Charter, to raise and appropriate, transfer from available funds, or otherwise provide a sum of money to defray charges and expenses of the operation of the Town, its schools, and its government for Fiscal Year 2027, beginning July 1, 2026; or act in relation thereto.

Proposed Motion: Move that the Town approve the proposed $216,660,805 FY 2027 Line Item Budget presented tonight, and where each line item show being a separate appropriation, and which budget includes a transfer of $41,157 from the Hallenborg Rink Fund and $100,000 from the road betterment (Middlesex Corp. Park) account to fund a portion of the Debt Service Budget.

Submitted by the Finance Committee

Finance Committee recommends approval.

Article 12 Explanation: The detailed budget presentation will be available in the Town Meeting Book and on the Town Manager's Page: http://www.town.billerica.ma.us/365/Budget-Information.

Tovn of Billerica Budget Detail		EXPENDED	EXPENDED	EXPENDED	BUDGETED	DEPT REQ	TOWN MGR	FIN COM
FY2027 Page 1		FY2023	FY2024	FY2025	FY 2026	FY 2027	FY 2027	FY 2027
							-	
122 - Select Board								
5110	Personnel	67,658	100,874	90,927	97,744	97,181	97,181	97,181
5190	Contractual Obligations	285	100	-	500	500	500	500
5400	Supplies & Expenses	4,494	4,500	4,087	4,500	4,500	4,500	4,500
5200	Contract Services/Leases	952	1,356	1,487	1,500	1,500	1,500	1,500
7044	Assessments and Dues	24,481	28,942	28,942	33,148	34,849	34,849	34,849
5800	Capital Outlay	-	-		-	-	-	-
	TOTAL	**97,870**	**135,772**	**125,444**	**137,392**	**138,530**	**138,531**	**138,530**
123 - Town Manager								
5110	Personnel	649,262	681,033	716,853	686,639	741,199	741,199	741,199
5120	Permanent Part Time	66,767	35,980	39,545	40,732	41,962	41,962	41,962
5130	Overtime	10,000	-	-	-	-	-	-
5190	Contractual Obligations	$14,393	$33,104	$43,115	$25,653	40,567	40,567	40,567
5400	Supplies & Expenses	34,384	46,036	48,250	40,000	45,000	45,000	45,000
5200	Contract Services/Leases	15,000	13,436	23,635	18,000	18,000	18,000	18,000
7037	Comm. Plan./Proj./Tech. Asst.	5,348	5,600	9,768	5,000	5,000	5,000	5,000
7050	Pensions	-	-		-	-	-	-
7051	Emp. Medical Exams	84,524	13,042	85,000	85,000	85,000	85,000	85,000
7053	Prof. Training/Development	10,024	6,134	15,000	10,000	13,000	13,000	13,000
7061	Pr. Town Rep./TM Handouts	11,674	12,000	11,847	12,000	12,000	12,000	12,000
7064	Contract Retro	-	-		-	-	-	-
7094	Assessment Center	-	-		-	-	-	-
7095	Substance Abuse Program	20,000	20,000	20,000	20,000	20,000	20,000	20,000
5800	Capital Outlay	-	-		-	-	-	-
	TOTAL	**921,376**	**866,365**	**1,013,013**	**943,024**	**1,021,727**	**1,021,727**	**1,021,727**
125 - Systems Admin.								
5110	Personnel	118,953	122,052	127,423	144,892	148,209	148,209	148,209
5190	Contractual Obligations	1,827	1,827	1,827	1,827	1,827	1,827	1,827
5400	Supplies & Expenses	19,987	20,000	19,880	20,000	20,000	20,000	20,000
5200	Contract Services/Leases	500,800	463,519	551,000	562,504	622,866	622,866	622,866
5800	Capital Outlay							
	TOTAL	**641,567**	**607,398**	**700,130**	**729,223**	**792,902**	**792,902**	**792,902**
129 - Cable Advisory Committee								
5120	Permanent Part Time	-	-		-	-	-	-
5400	Supplies & Expenses	-	-		-	-	-	-
	TOTAL	**-**	**-**		**-**	**-**	**-**	**-**
131 - Finance Committee								
5120	Permanent Part Time	1,335	2,000	1,894	2,000	2,000	2,000	2,000
5400	Supplies & Expenses	-	-		-	-	-	-
5200	Contract Services/Leases	427	1,235	569	1,600	1,600	1,600	1,600
7063	Reserve Fund	-	-		84,520	84,520	84,520	84,520
	TOTAL	**1,762**	**3,235**	**2,463**	**88,120**	**88,120**	**88,120**	**88,120**
135 - Town Accountant								
5110	Personnel	277,338	289,979	333,289	268,970	295,939	295,939	295,939
5190	Contractual Obligations	10,893	12,943	12,493	5,200	6,650	6,650	6,650
5400	Supplies & Expenses	1,500	1,186	1,064	1,000	1,000	1,000	1,000
5200	Contract Services/Leases	488	360	500	500	1,000	1,000	1,000
7062	Town Audit	64,000	58,000	64,000	64,000	64,000	64,000	64,000
5800	Capital Outlay	-	-		-		-	-
	TOTAL	**354,219**	**362,468**	**411,346**	**339,670**	**368,589**	**368,589**	**368,589**
141 - Assessor								
5110	Personnel	453,751	490,209	533,549	536,585	551,024	551,024	551,024
5120	Permanent Part Time	3,000	3,000		3,000	3,000	3,000	3,000
5190	Contractual Obligations	7,982	8,818	14,277	12,777	14,527	14,527	14,527
5400	Supplies & Expenses	3,067	3,191	2,142	3,250	3,650	3,650	3,650
5200	Contract Services/Leases	38,197	5,919	47,308	48,300	48,300	48,300	48,300
5800	Capital Outlay	-	-		-	-	-	-
	TOTAL	**505,997**	**511,137**	**597,276**	**603,912**	**620,501**	**620,501**	**620,501**

Town of Billerica Budget Detail		EXPENDED	EXPENDED	EXPENDED	BUDGETED	DEPT REQ	TOWN MGR	FIN COM
FY2027 Page 1		FY2023	FY2024	FY2025	FY 2026	FY 2027	FY 2027	FY 2027
145 - Treasurer/Collector								
5110	Personnel	510,756	510,756	560,734	611,148	658,458	658,458	658,458
5120	Permanent Part Time	20,409	20,409		-	-	-	-
5130	Overtime	-	-		-	-	-	-
5190	Contractual Obligations	20,694	20,694	14,110	17,510	17,510	17,510	17,510
5400	Supplies & Expenses	60,310	60,310	57,500	50,700	65,700	65,700	65,700
5200	Contract Services/Leases	66,891	66,891	72,554	55,804	41,330	41,330	41,330
5235	Tax Revenue Collection	67,112	67,112	50,000	50,000	50,000	50,000	50,000
5800	Capital Outlay	-	-		-	-	-	-
	TOTAL	**746,172**	**746,172**	**754,898**	**785,162**	**832,998**	**832,998**	**832,998**
161 - Town Clerk								
5110	Personnel	252,904	220,749	267,652	289,512	289,487	289,487	289,487
5190	Contractual Obligations	5,251	4,610	4,893	5,393	5,393	5,393	5,393
5400	Supplies & Expenses	33	1,852	1,929	2,075	2,150	2,150	2,150
5200	Contract Services/Leases	1,488	925	2,064	3,055	2,755	2,755	2,755
5800	Capital Outlay	-	-	-	-	-	-	-
	TOTAL	**259,676**	**228,136**	**276,537**	**300,035**	**299,785**	**299,785**	**299,785**
162 - Election Department								
5120	Permanent Part Time	75,396	102,646	133,398	82,257	112,142	112,142	112,142
5400	Supplies & Expenses	2,760	3,436	4,241	3,585	4,755	4,755	4,755
5200	Contract Services/Leases	81,854	72,582	81,534	46,965	87,620	87,620	87,620
5800	Capital Outlay					-	-	-
	TOTAL	**160,010**	**178,664**	**219,173**	**132,807**	**204,517**	**204,517**	**204,517**
163 - Board of Registrars								
5110	Personnel	51,992	56,311	58,807	61,037	61,355	61,355	61,355
5120	Permanent Part Time	3,441	3,441	3,441	3,441	3,915	3,915	3,915
5130	Overtime	2,000	1,200	1,720	3,000	2,000	2,000	2,000
5190	Contractual Obligations	1,000	1,000	1,000	2,200	2,200	2,200	2,200
5400	Supplies & Expenses	5,749	10,420	10,420	19,945	25,539	25,539	25,539
5200	Contract Services/Leases	3,300	3,091	3,765	6,760	6,760	6,760	6,760
5800	Capital Outlay	-	-		-	-	-	-
	TOTAL	**67,482**	**75,463**	**79,153**	**96,383**	**101,769**	**101,769**	**101,769**
171 - Conservation Commission								
5110	Personnel	219,327	229,726	249,863	272,546	275,422	275,422	275,422
5120	Permanent Part Time	-	-		-	-	-	-
5130	Overtime	0	-	3,653	1,500	1,500	1,500	1,500
5190	Contractual Obligations	14,738	17,612	20,266	20,266	20,266	20,266	20,266
5400	Supplies & Expenses	3,725	1,920	4,000	500	500	500	500
5200	Contract Services/Leases	2,450	1,394	2,900	2,900	3,001	3,001	3,001
7092	Beaver Dam Control	15,000	12,832	15,000	18,000	18,000	18,000	18,000
5800	Capital Outlay	-	-		-	-	-	-
	TOTAL	**255,240**	**263,484**	**295,682**	**315,712**	**318,689**	**318,689**	**318,689**
175 - Planning Board								
5110	Personnel	260,980	275,360	299,148	200,111	196,600	196,600	196,600
5120	Permanent Part Time	-	-		37,798	37,989	37,989	37,989
5130	Overtime	3,315	-		3,300	3,300	3,300	3,300
5190	Contractual Obligations	-	-		-	-	-	-
5400	Supplies & Expenses	1,500	1,453	1,880	1,880	3,280	3,280	3,280
5200	Contract Services/Leases	71,500	7,309	75,418	71,650	51,450	51,450	51,450
5800	Capital Outlay					-	-	-
	TOTAL	**337,295**	**284,122**	**376,446**	**314,739**	**292,619**	**292,619**	**292,619**

		EXPENDED	EXPENDED	EXPENDED	BUDGETED	DEPT REQ	TOWN MGR	FIN COM
FY2027 Page 2		FY2023	FY2024	FY2025	FY 2026	FY 2027	FY 2027	FY 2027
192 - Town Hall/Buildings								
5110	Personnel	285,695	291,600	380,581	463,763	540,327	540,327	540,327
5130	Overtime	25,000	25,000	25,000	25,000	25,000	25,000	25,000
5190	Contractual Obligations	7,184	9,529	10,329	10,929	10,929	10,929	10,929
5200	Contract Services/Leases	38,196	21,285	48,292	52,500	52,500	52,500	52,500
5400	Postage	147,054	-	145,000	97,008	129,858	129,858	129,858
5400	Custodial Supplies	11,973	11,987	15,000	15,000	25,000	25,000	25,000
5400	Supplies & Expenses	33,564	30,000	30,000	30,000	30,000	30,000	30,000
7059	Cleaning Services	-	-		-	-	-	-
5256	Utilities	42,551	80,595	97,488	100,000	100,000	100,000	100,000
7058	Building Maintenance	190,534	184,500	191,220	194,500	254,500	254,500	254,500
7055	Telephone	73,431	81,268	82,789	90,000	90,000	90,000	90,000
7065	Abandoned Buildings	-	-		-	-	-	-
706x	Town Buildings	20,993	36,995	50,000	50,000	50,000	50,000	50,000
5800	Capital Outlay	-	-		-	-	-	-
	TOTAL	**876,175**	**772,759**	**1,075,699**	**1,128,699**	**1,308,114**	**1,308,114**	**1,308,114**
691 - Historical Commission								
5400	Supplies & Expenses	50	-	-	50	50	50	50
5200	Contract Services/Leases	250	240	55	250	250	250	250
	TOTAL	**300**	**240**	**55**	**300**	**300**	**300**	**300**
910 - Town Systemwide								
7080	Town Retirements	250,000	492,982	400,000	200,000	225,000	225,000	225,000
xxxx	Town Settlements	-	-		-	-	-	-
7088	Town Electric	1,915,928	1,345,069	2,152,676	1,976,640	2,250,000	2,250,000	2,250,000
7095	Streetlights	165,000	-		-	-	-	-
7096	Legal	238,690	262,124	514,709	350,000	300,000	300,000	300,000
7098	Town Fuel	413,446	350,590	350,590	465,000	465,000	465,000	465,000
	TOTAL	**2,983,064**	**2,450,765**	**3,417,975**	**2,991,640**	**3,240,000**	**3,240,000**	**3,240,000**
TOTAL GENERAL GOVERNMENT		***8,208,205***	***7,486,180***	***9,345,290***	***8,906,818***	***9,629,160***	***9,629,161***	***9,629,160***
210 - Police Department								
5110	Personnel	5,822,858	5,500,117	6,714,279	6,664,321	6,667,175	6,667,175	6,667,175
5120	Permanent Part Time	5,000	5,000	4,159	5,000	5,000	5,000	5,000
5130	Overtime	780,000	789,250	789,250	789,250	811,100	811,100	811,100
5190	Contractual Obligations	1,629,372	1,498,123	1,488,992	1,735,419	1,858,661	1,858,661	1,858,661
5400	Supplies & Expenses	319,762	325,761	338,227	359,100	359,100	359,100	359,100
5256	Utilities	-	-	-	-	-	-	-
5200	Contract Services/Leases	150,949	139,090	258,650	276,350	276,350	276,350	276,350
5800	Capital Outlay	240,270	268,826	288,958	311,374	226,278	226,278	226,278
	TOTAL	**8,948,211**	**8,526,167**	**9,882,514**	**10,140,814**	**10,203,664**	**10,203,664**	**10,203,664**
220 - Fire Department								
5110	Personnel	6,667,681	7,050,072	7,257,374	7,552,591	7,587,040	7,587,040	7,587,040
5120	Permanent Part Time	66,912	13,621	34,976	35,676	35,676	35,676	35,676
5130	Overtime	811,250	811,250	915,000	969,900	969,900	969,900	969,900
5190	Contractual Obligations	1,192,397	1,226,586	1,341,369	1,413,470	1,364,391	1,364,391	1,364,391
5400	Supplies & Expenses	305,549	262,643	349,246	359,148	358,648	358,648	358,648
5200	Contract Services/Leases	178,065	170,792	173,715	190,125	192,585	192,585	192,585
5256	Utilities	61,161	60,773	69,532	70,000	70,000	70,000	70,000
5800	Capital Outlay	-	-		-	-	-	-
	TOTAL	**9,283,015**	**9,595,737**	**10,141,212**	**10,590,910**	**10,578,240**	**10,578,240**	**10,578,240**

		EXPENDED	EXPENDED	EXPENDED	BUDGETED	DEPT REQ	TOWN MGR	FIN COM
FY2027 Page 2		FY2023	FY2024	FY2025	FY 2026	FY 2027	FY 2027	FY 2027
231 - Ambulance								
5110	Personnel	1,379,829	1,338,403	1,318,101	1,294,962	1,298,490	1,298,490	1,298,490
5120	Permanent Part Time	15,000	15,000	15,000	15,000	15,000	15,000	15,000
5130	Overtime	237,000	237,132	244,100	244,100	244,100	244,100	244,100
5190	Contractual Obligations	186,564	185,741	205,449	193,345	213,594	213,594	213,594
5400	Supplies & Expenses	124,610	150,455	152,610	172,610	172,610	172,610	172,610
5200	Contract Services/Leases	119,950	113,770	136,890	136,890	136,890	136,890	136,890
5800	Capital Outlay	-	-		-	-	-	-
	TOTAL	**2,062,953**	**2,040,501**	**2,072,150**	**2,056,907**	**2,080,684**	**2,080,684**	**2,080,684**
241 - Building Department								
5110	Personnel	694,548	710,651	694,874	699,289	720,449	720,449	720,449
5120	Permanent Part Time	-	-		-	-	-	-
5130	Overtime	15,000	15,000	15,000	15,000	15,000	15,000	15,000
5190	Contractual Obligations	45,440	41,540	40,540	37,240	38,890	38,890	38,890
5400	Supplies & Expenses	10,597	5,156	10,500	10,950	8,950	8,950	8,950
5200	Contract Services/Leases	4,375	27,544	4,375	5,800	7,400	7,400	7,400
5800	Capital Outlay	-	-		-	-	-	-
	TOTAL	**769,960**	**799,891**	**765,289**	**768,279**	**790,689**	**790,689**	**790,689**
244 - Sealer Weights and Measures								
5120	Permanent Part Time							
5400	Supplies & Expenses							
5200	Contract Services/Leases	13,500	16,000	15,239	14,000	14,000	14,000	14,000
	TOTAL	**13,500**	**16,000**	**15,239**	**14,000**	**14,000**	**14,000**	**14,000**
291 - Emergency Management								
5110	Personnel	52,000	53,560	55,167	57,097	57,097	57,097	57,097
5400	Supplies & Expenses	8,000	6,935	7,963	8,000	8,000	8,000	8,000
5190	Contractual Obligations	5,400	349	3,678	3,470	3,470	3,470	3,470
5800	Capital Outlay	-	-		-	-	-	-
	TOTAL	**65,400**	**60,844**	**66,808**	**68,567**	**68,567**	**68,567**	**68,567**
292 - Animal Control								
5110	Personnel	67,713	70,435	72,683	75,233	75,613	75,613	75,613
5120	Permanent Part Time	30,779	32,172	34,349	47,759	47,759	47,759	47,759
5130	Overtime	7,435	13,232	10,805	14,000	14,000	14,000	14,000
5190	Contractual Obligations	4,125	4,575	4,575	2,100	2,400	2,400	2,400
5400	Supplies & Expenses	5,177	6,500	4,741	6,500	6,500	6,500	6,500
5200	Contract Services/Leases	4,285	6,454	6,500	6,500	6,500	6,500	6,500
5256	Utilities	5,056	5,204	5,500	5,500	5,500	5,500	5,500
5800	Capital Outlay	-	-	-		-	-	-
	TOTAL	**124,570**	**138,572**	**139,153**	**157,592**	**158,272**	**158,272**	**158,272**
510 - Board of Health								
5110	Personnel	324,757	347,464	357,689	354,120	358,115	358,115	358,115
5120	Permanent Part Time	80,452	83,719	86,361	91,597	91,653	91,653	91,653
5130	Overtime	4,041	3,876	3,804	4,500	4,500	4,500	4,500
5190	Contractual Obligations	25,872	31,883	27,064	34,916	34,916	34,916	34,916
5400	Supplies & Expenses	984	2,017	2,338	2,345	5,145	5,145	5,145
5200	Contract Services/Leases	24,371	23,555	28,164	23,532	20,732	20,732	20,732
5800	Capital Outlay	-	-	-	-	-	-	-
	TOTAL	**460,477**	**492,514**	**505,421**	**511,010**	**515,061**	**515,061**	**515,061**
TOTAL PUBLIC SAFETY		***21,728,086***	***21,670,226***	***23,587,786***	***24,308,079***	***24,409,177***	***24,409,177***	***24,409,177***

Town of Billerica Budget Detail		EXPENDED	EXPENDED	EXPENDED	BUDGETED	DEPT REQ	TOWN MGR	FIN COM
FY2027 Page 3		FY2023	FY2024	FY2025	FY 2026	FY 2027	FY 2027	FY 2027
410 - Engineering								
5110	Personnel	835,131	896,313	1,058,043	1,105,965	1,124,600	1,124,600	1,124,600
5130	Overtime	-	-	-	-	-	-	-
5190	Contractual Obligations	19,060	14,910	20,410	26,493	28,143	28,143	28,143
5400	Supplies & Expenses	7,701	7,949	7,102	8,000	8,000	8,000	8,000
5200	Contract Services/Leases	210,459	197,144	223,960	227,111	240,000	240,000	240,000
5800	Capital Outlay	-	-		-	-	-	-
		1,072,351	**1,116,316**	**1,309,514**	**1,367,569**	**1,400,743**	**1,400,743**	**1,400,743**
421 - Public Works Administration								
5110	Personnel	726,153	696,725	593,049	639,864	665,664	665,664	665,664
5120	Permanent Part Time	102,184	173,365	188,442	160,000	160,000	160,000	160,000
5130	Overtime	-	-	-	-	-	-	-
5190	Contractual Obligations	33,827	33,827	21,393	22,734	25,984	25,984	25,984
5400	Supplies & Expenses	2,883	2,365	2,965	3,000	3,000	3,000	3,000
5200	Contract Services/Leases	21,825	46,121	50,443	51,375	51,375	51,375	51,375
5800	Capital Outlay	-	-	-	-	-	-	-
	TOTAL	**886,872**	**952,403**	**856,293**	**876,973**	**906,023**	**906,023**	**906,023**
422 - Highway Department								
5110	Personnel	939,208	1,060,306	1,129,701	1,240,077	1,229,833	1,229,833	1,229,833
5130	Overtime Regular	61,132	64,427	66,378	66,681	66,681	66,681	66,681
5150	Temporary/Seasonal	-	-		-			
5190	Contractual Obligations	30,350	30,350	30,347	27,050	26,800	26,800	26,800
5400	Supplies & Expenses	423,856	469,986	473,100	508,100	520,000	520,000	520,000
5200	Contract Services/Leases	320,750	312,999	336,151	340,450	345,000	345,000	345,000
5256	Utilities	21,708	13,100	13,100	13,100	13,100	13,100	13,100
5800	Capital Outlay	-	-	-	-	-	-	-
	TOTAL	**1,797,004**	**1,951,168**	**2,048,777**	**2,195,458**	**2,201,414**	**2,201,414**	**2,201,414**
423 - Snow and Ice								
5131	Snow Overtime	150,321	148,023	240,364	70,000	70,000	70,000	70,000
5278	Snow and Sand Expenses	954,885	786,966	1,197,726	350,000	350,000	350,000	350,000
	TOTAL	**1,105,206**	**934,989**	**1,438,091**	**420,000**	**420,000**	**420,000**	**420,000**
433 - Solid Waste								
5285	Solid Waste	3,368,426	4,186,013	4,586,335	5,372,136	5,721,388	5,721,388	5,721,388
		3,368,426	**4,186,013**	**4,586,335**	**5,372,136**	**5,721,388**	**5,721,388**	**5,721,388**
650 - Parks/Trees								
5110	Personnel	547,591	566,673	543,164	587,792	590,643	590,643	590,643
5120	Permanent Part Time	-	-	-	-	-	-	-
5130	Overtime	99,850	99,850	73,165	99,850	99,850	99,850	99,850
5190	Contractual Obligations	17,124	17,124	17,124	13,024	15,092	15,092	15,092
5400	Supplies & Expenses	70,451	74,757	75,084	85,925	90,925	90,925	90,925
7093	Mosquito Control	13,872	14,932	4,478	25,000	25,000	25,000	25,000
5200	Contract Services/Leases	113,939	135,802	132,344	134,950	134,950	134,950	134,950
5256	Utilities	4,088	2,500	2,500	2,500	2,500	2,500	2,500
5800	Capital Outlay	93,812	82,000	75,479	80,000	76,500	76,500	76,500
	TOTAL	**960,727**	**993,638**	**923,337**	**1,029,041**	**1,035,460**	**1,035,460**	**1,035,460**
491 - Cemetery								
5110	Personnel	287,526	295,969	315,785	318,079	328,281	328,281	328,281
5120	Permanent Part Time	-	-	-	-	-	-	-
5130	Overtime	39,694	58,200	56,763	58,200	58,200	58,200	58,200
5190	Contractual Obligations	25,786	6,150	6,260	7,128	7,128	7,128	7,128
5400	Supplies & Expenses	42,582	18,760	41,937	43,000	43,000	43,000	43,000
7093	Mosquito Control	-	-	-	-	-	-	-
5200	Contract Services/Leases	18,887	15,609	18,197	19,450	19,450	19,450	19,450
5256	Utilities	5,906	2,250	2,250	2,250	3,300	3,300	3,300
5800	Capital Outlay	-	-	18,803	-	-	-	-
5800	Perpetual Care	-	-		-	-	-	-
	TOTAL	**420,381**	**396,938**	**459,995**	**448,107**	**459,359**	**459,359**	**459,359**
	TOTAL PUBLIC WORKS	***9,610,967***	***10,531,465***	***10,184,251***	***11,760,758***	***12,144,387***	***12,144,387***	***12,144,387***

Town of Billerica Budget Detail		EXPENDED	EXPENDED	EXPENDED	BUDGETED	DEPT REQ	TOWN MGR	FIN COM
FY2027 Page 3		FY2023	FY2024	FY2025	FY 2026	FY 2027	FY 2027	FY 2027
300 - Billerica Public Schools								
5166	Professional Salaries	59,692,192	62,282,851	67,265,479	70,803,208	72,510,602	72,510,602	72,510,602
5170	Clerical Salaries	1,102,288	1,143,624	1,235,114	1,488,988	-	-	-
5180	Other Salaries							
5466	Supplies & Expenses	1,894,279	2,774,279	2,940,736	3,028,958	2,478,791	2,478,791	2,478,791
5266	Contract Services/Leases	8,965,443	8,965,443	9,503,370	9,788,471	12,802,652	12,802,652	12,802,652
5267	Utilities	1,487,547	1,487,547	1,576,800	1,624,104	2,010,333	2,010,333	2,010,333
5866	Capital Outlay	305,251	305,251	323,566	333,273	177,352	177,352	177,352
	TOTAL	**73,447,001**	**76,958,995**	**82,845,065**	**87,067,002**	**89,979,730**	**89,979,730**	**89,979,730**
310 - Shawsheen Technical School								
5300	Operating Costs	10,000,885	10,618,653	10,493,494	11,792,752	13,057,585	13,057,585	13,057,585
5800	Capital Outlay				-	-	-	-
	TOTAL	**10,000,885**	**10,618,653**	**10,493,494**	**11,792,752**	**13,057,585**	**13,057,585**	**13,057,585**
TOTAL PUBLIC EDUCATION		***83,447,886***	***87,577,648***	***93,338,559***	***98,859,754***	***103,037,315***	***103,037,315***	***103,037,315***

Town of Billerica Budget Detail		EXPENDED	EXPENDED	EXPENDED	BUDGETED	DEPT REQ	TOWN MGR	FIN COM
FY2027 Page 4		FY2023	FY2024	FY2025	FY2026	FY 2027	FY 2027	FY 2027
610 - Public Library								
5110	Personnel	890,834	932,507	902,008	1,003,315	1,003,695	1,003,695	1,003,695
5120	Permanent Part Time	356,567	356,578	384,503	399,896	396,201	396,201	396,201
5190	Contractual Obligations	22,021	22,879	22,879	20,196	35,430	35,430	35,430
5400	Supplies & Expenses	231,076	223,943	226,295	238,329	242,505	242,505	242,505
5200	Contract Services/Leases	83,696	83,689	84,159	84,634	84,634	84,634	84,634
7059	Cleaning Service	25,200	23,100	33,385	31,488	33,000	33,000	33,000
5256	Utilities	27,809	25,000	25,000	25,000	26,250	26,250	26,250
5800	Capital Outlay	-	-		-	-	-	-
	TOTAL	**1,637,203**	**1,667,696**	**1,678,229**	**1,802,857**	**1,821,715**	**1,821,715**	**1,821,715**
630 - Recreation Department								
5110	Personnel	287,891	322,317	365,629	390,497	392,469	392,469	392,469
5120	Permanent Part Time	70,000	75,000	75,000	75,000	75,000	75,000	75,000
5190	Contractual Obligations	5,350	6,350	9,350	9,350	10,300	10,300	10,300
5400	Supplies & Expenses	11,151	11,580	5,001	11,050	11,550	11,550	11,550
5200	Contract Services/Leases	75,586	66,413	75,334	83,215	85,215	85,215	85,215
5256	Utilities	4,709	3,000	3,000	3,000	6,000	6,000	6,000
5800	Capital Outlay	-	-	-	-	-	-	-
	TOTAL	**454,687**	**484,660**	**533,314**	**572,112**	**580,534**	**580,534**	**580,534**
91070 - Civic Events/Organizations								
7067	VFW-P, DAV, VFW-S	200	-	200	600	600	600	600
7068	Memorial Day/Homcoming	3,024	11,000	4,703	11,000	11,000	11,000	11,000
7097	Festival Account	7,876	9,522	3,821	10,000	10,000	10,000	10,000
7098	250th Celebration	-	-		-	-	-	-
7076	Middlesex Canal	-	-		-	-	-	-
7077	Beautification	3,658	6,482	3,168	8,000	8,000	8,000	8,000
7084	Scholarship Account	4,464	5,100	5,100	5,100	5,100	5,100	5,100
	TOTAL	**19,222**	**32,104**	**16,992**	**34,700**	**34,700**	**34,700**	**34,700**
TOTAL LIBRARY & RECREATION		***2,111,112***	***2,184,460***	***2,228,535***	***2,409,669***	***2,436,949***	***2,436,949***	***2,436,949***
543 - Veterans Services								
5110	Personnel	122,131	136,954	142,081	149,584	153,507	153,507	153,507
5190	Contractual Obligations	4,434	4,434	5,434	2,000	2,000	2,000	2,000
5400	Supplies & Expenses	3,590	4,104	14,955	15,318	16,818	16,818	16,818
5200	Contract Services/Leases	60	1,785		-	-	-	-
5280	Veterans Benefits	243,117	226,977	179,867	150,000	200,000	200,000	200,000
	TOTAL	**373,332**	**374,254**	**342,337**	**316,902**	**372,325**	**372,325**	**372,325**
541 - Council on Aging								
5110	Personnel	271,152	277,675	291,910	279,264	286,799	286,799	286,799
5120	Permanent Part Time	25,352	42,087	43768	49,268	50,724	50,724	50,724
5190	Contractual Obligations	8,250	9,750	9,750	5,700	5,700	5,700	5,700
5400	Supplies & Expenses	36,588	42,109	42,270	38,510	40,100	40,100	40,100
5200	Contract Services/Leases	41,559	36,940	44,366	43,965	44,166	44,166	44,166
5256	Utilities	13,378	17,000	17,000	17,000	20,000	20,000	20,000
5800	Capital Outlay	-	-		-	-	-	-
	TOTAL	**396,280**	**425,561**	**449,063**	**433,707**	**447,489**	**447,489**	**447,489**
TOTAL HUMAN SERVICES		***769,612***	***799,815***	***791,400***	***750,609***	***819,814***	***819,814***	***819,814***

710 - Capital								
7155	Equipment	500,000	500,000	496,612	500,000	500,000	500,000	500,000
7145	Contracts	2,000,000	2,000,000	1,365,197	2,000,000	2,000,000	2,000,000	2,000,000
	TOTAL	**2,500,000**	**2,500,000**	**1,861,809**	**2,500,000**	**2,500,000**	**2,500,000**	**2,500,000**
710 - Debt and Interest					-	-	-	-
7150	Debt Principal - Town	823,000	820,000	1,061,625	1,051,625	2,841,625	2,841,625	2,841,625
7140	Debt Principal - School	443,000	394,000	391,000	176,000	172,000	172,000	172,000
7550	Debt Interest - Town	690,065	515,461	560,334	510,253	3,977,447	3,977,447	3,977,447
7160	Debt Interest - School	90,037	58,583	47,151	37,858	30,358	30,358	30,358
7580	New Debt - Town Interest	-	-		-	-	-	-
7130	Temporary Borrowing - Town	299,167	224,305	250,017	350,000	350,000	350,000	350,000
7170	New Debt - Town Interest							
7150	Temporary Borrowing - Debt Exc	186,358	-		-	-	-	-
7170	High School Exclusion - Principal	1,950,000	2,040,000	2,325,000	2,425,000	2,530,000	2,530,000	2,530,000
7170	High School Exclusion - Interest	3,083,831	2,986,331	3,047,881	2,931,631	2,810,381	2,810,381	2,810,381
75XP	Parker Debt Exclusion - Principal	320,000	320,000	320,000	320,000	375,000	375,000	375,000
75XI	Parker Debt Exclusion - Interest	123,962	107,963	101,563	94,363	81,563	81,563	81,563
75XO	Debt Stabilization Appropriation	-	-	1,055,895	1,055,895	-	-	-
	TOTAL	**8,009,420**	**7,466,643**	**9,160,465**	**8,952,624**	**13,168,373**	**13,168,373**	**13,168,373**
91070 - Town/School Shared Costs								
7010	Bldg/Auto/Liab Insurance	1,300,623	1,647,834	1,765,377	1,884,108	1,978,313	1,978,313	1,978,313
7012	Health Insurance	17,163,339	17,163,339	17,563,339	19,302,110	22,776,490	22,776,490	22,776,490
7020	Workers' Compensation	737,323	753,583	715,258	866,000	866,000	866,000	866,000
7030	Unemployment Comp.	77,800	48,258	67,181	100,000	100,000	100,000	100,000
7042	Medicare	1,358,808	1,430,734	1,509,641	1,358,240	1,508,240	1,508,240	1,508,240
7052	County Retirement Assessment	14,484,999	15,426,547	16,438,951	17,456,575	18,608,931	18,608,931	18,608,931
7052	OPEB Trust Contribution	2,011,357	2,313,061	2,428,714	2,550,149	2,677,657	2,677,657	2,677,657
	TOTAL	**37,134,249**	**38,783,356**	**40,488,462**	**43,517,182**	**48,515,630**	**48,515,630**	**48,515,630**
TOTAL TOWN & SCHOOL SHARED COSTS		***47,643,669***	***48,749,999***	***51,510,736***	***54,969,806***	***64,184,003***	***64,184,003***	***64,184,003***
	SUMMARY							
	General Government	8,208,205	7,486,180	9,345,290	8,906,818	9,629,160	9,629,161	9,629,160
	Public Safety	21,728,086	21,670,226	23,587,786	24,308,079	24,409,177	24,409,177	24,409,177
	Public Works	9,610,967	10,531,465	10,184,251	11,760,758	12,144,387	12,144,387	12,144,387
	Public Education	83,447,886	87,577,648	93,338,559	98,859,754	103,037,315	103,037,315	103,037,315
	Library and Recreation	2,111,112	2,184,460	2,228,535	2,409,669	2,436,949	2,436,949	2,436,949
	Human Services	769,612	799,815	791,400	750,609	819,814	819,814	819,814
	Town/School Shared Costs	47,643,669	48,749,999	51,510,736	54,969,806	64,184,003	64,184,003	64,184,003
	TOTAL	173,519,537	178,999,793	190,986,557	201,965,493	216,660,805	216,660,806	216,660,805

ARTICLE 13 - FISCAL YEAR 2027 WATER ENTERPRISE BUDGET

To see if the Town will vote to appropriate or transfer from available funds, or otherwise provide, the sum of $7,100,384, to operate the Water Enterprise Fund pursuant to M.G.L. Chapter 44 Section 53 F ½, for the fiscal year beginning July 1, 2026 and ending June 30, 2027; with the following sums being appropriated as follows:

	FY2023 EXPENDED	FY2024 EXPENDED	FY2025 EXPENDED	FY2026 BUDGETED	FY2027 DEPT REQ	FY2027 TM REC	FY2027 FIN COM REC
WATER ENTERPRISE BUDGET							
Personnel Services							
Full Time	$ 1,442,759	$ 1,433,271	$ 1,578,226	$ 1,944,228	$ 1,892,610	$ 1,892,610	$ 1,892,610
Part Time				$ -	$ -	$ -	$ -
Seasonal				$ -	$ -	$ -	$ -
Flushing/Inspection	$ 272,655	$ 92,725	$ 133,557	$ 169,699	$ 169,698	$ 169,698	$ 169,698
Overtime	$ 39,975	$ 318,701	$ 318,701	$ 318,701	$ 318,701	$ 318,701	$ 318,701
Contractual Obligations	$ 167,189	$ 84,922	$ 78,722	$ 97,622	$ 122,647	$ 122,647	$ 122,647
Total	$ 1,922,578	$ 1,929,619	$ 2,109,206	$ 2,530,250	$ 2,503,656	$ 2,503,656	$ 2,503,656
Expenses							
Supplies and Expenses	$ 1,329,810	$ 1,549,839	$ 1,658,250	$ 1,801,351	$ 1,850,000	$ 1,850,000	$ 1,850,000
Contract Services/Leases	$ 741,473	$ 685,750	$ 986,729	$ 1,004,430	$ 1,056,053	$ 1,056,053	$ 1,056,053
Utilities	$ 90,658	$ 110,217	$ 120,750	$ 75,750	$ 226,627	$ 226,627	$ 226,627
Capital Outlay	$ -			$ -	$ -	$ -	$ -
Reserve				$ 83,000	$ 83,000	$ 83,000	$ 83,000
Total Expenses	$ 2,161,941	$ 2,345,806	$ 2,765,729	$ 2,964,531	$ 3,215,680	$ 3,215,680	$ 3,215,680
Debt Service							
Short - Term Interest	$ 18,143	$ 14,643	$ 12,347	$ 25,000	$ 25,000	$ 25,000	$ 25,000
Long - Term Principal	$ 2,489,901	$ 2,501,489	$ 1,373,016	$ 1,148,481	$ 1,159,372	$ 1,159,372	$ 1,159,372
Long - Term Interest	$ 357,258	$ 313,412	$ 273,016	$ 235,695	$ 196,676	$ 196,676	$ 196,676
Total Debt Service	$ 2,865,302	$ 2,829,545	$ 1,658,379	$ 1,409,176	$ 1,381,048	$ 1,381,048	$ 1,381,048
TOTAL BUDGET	**$ 6,949,821**	**$ 7,104,970**	**$ 6,533,314**	**$ 6,903,957**	**$ 7,100,384**	**$ 7,100,384**	**$ 7,100,384**

And that $7,100,384 be raised from Water Enterprise Receipts; or act in relation thereto.

Submitted by the Town Manager; authorized by the Select Board

Finance Committee recommends approval.

Article 13 Explanation: This is a Water Enterprise Budget as voted pursuant to Article 29 of the October 2014 Annual Fall Town Meeting. This budget will be funded by water user fees. The line-item budget is arranged to show the actual expenditures for three prior fiscal years, the current budget and the proposed budget for the ensuing fiscal year.

ARTICLE 14 - FISCAL YEAR 2027 SEWER ENTERPRISE BUDGET

To see if the Town will vote to raise and appropriate or transfer from available funds, the sum of $9,889,971, to operate the Sewer Enterprise Fund pursuant to M.G.L. Chapter 44 Section 53 F ½, for the fiscal year beginning July 1, 2026 and ending June 30, 2027; with the following sums being appropriated as follows:

Sewer Enterprise Budget	FY2023 EXPENDED	FY2024 EXPENDED	FY2025 EXPENDED	FY2026 BUDGETED	FY2027 DEPT REQ	FY2027 TM REC	FY2027 FIN COM REC
Personnel Services							
Full Time	$ 1,203,921	$ 1,256,748	$ 1,340,865	$ 1,393,903	$ 1,462,891	$ 1,462,891	$ 1,462,891
Part Time/Seasonal		$ -		$ -	$ -	$ -	$ -
Overtime	$ 170,000	$ 158,131	$ 161,600	$ 170,000	$ 170,000	$ 170,000	$ 170,000
Contractual Obligations	$ 54,075	$ 54,075	$ 35,800	$ 40,900	$ 40,900	$ 40,900	$ 40,900
Total	$ 1,427,996	$ 1,468,954	$ 1,538,266	$ 1,604,803	$ 1,673,791	$ 1,673,791	$ 1,673,791
Expenses							
Supplies and Expenses	$ 992,959	$ 868,619	$ 884,478	$ 996,324	$ 1,008,332	$ 1,008,332	$ 1,008,332
Contract Services/Leases	$ 1,192,070	$ 1,443,866	$ 1,480,991	$ 1,561,000	$ 1,702,829	$ 1,702,829	$ 1,702,829
Utilities	$ 38,992	$ 42,021	$ 47,806	$ 215,000	$ 333,500	$ 333,500	$ 333,500
Capital Outlay				$ -	$ -	$ -	$ -
Reserve				$ 83,000	$ 83,000	$ 83,000	$ 83,000
Total Expenses	$ 2,224,021	$ 2,354,506	$ 2,413,275	$ 2,855,324	$ 3,127,661	$ 3,127,661	$ 3,127,661
Debt Service							
Short - Term Interest	$ 962,496	$ 112,478	$ 68,879	$ 150,000	$ 150,000	$ 150,000	$ 150,000
Long - Term Principal	$ 4,257,224	$ 4,162,375	$ 4,119,464	$ 4,063,756	$ 4,063,756	$ 4,063,756	$ 4,063,756
Long - Term Interest	$ 1,036,792	$ 1,044,726	$ 959,814	$ 874,763	$ 874,763	$ 874,763	$ 874,763
Total Debt Service	$ 6,256,512	$ 5,319,580	$ 5,148,157	$ 5,088,519	$ 5,088,519	$ 5,088,519	$ 5,088,519
TOTAL BUDGET	**$ 9,908,529**	**$ 9,143,040**	**$ 9,099,697**	**$ 9,548,646**	**$ 9,889,971**	**$ 9,889,971**	**$ 9,889,971**

And that $7,850,000 be raised from Sewer Enterprise Receipts and $2,039,971 be raised from the tax levy; or act in relation thereto.

Submitted by the Town Manager; authorized by the Select Board

Finance Committee recommends approval.

Article 14 Explanation: This is a Sewer Enterprise Budget as voted pursuant to Article 30 of the October 2015 Annual Fall Town Meeting. This budget will be funded by general tax revenue and water user fees. The line-item budget is arranged to show the actual expenditures for three prior years, the current budget and the proposed budget for the ensuing fiscal year. It is summarized by Town agency, function and/or program including any proposed capital expenditures. The preceding budget, when considered by the Town Meeting shall first be subject to amendment, if any, as may be proposed by the Finance Committee. The Town Manager's detailed budget and all explanatory information are available to the Town Meeting Representatives and the general public for inspection in the Town Manager's Office, the Public Library and the Town Clerk's Office. This information is also available in the Town Meeting Book and on the Town Manager's Page: http://www.town.billerica.ma.us/365/Budget-Information. This article is a placeholder.

ARTICLE 15 - TO ALLOW THE TOWN MANAGER AND FINANCE COMMITTEE TO TRANSFER FUNDS

To see if the Town will vote to allow the Town Manager, upon request of a Department Head, Board or Commission, to make a transfer of funds between budget line items not-to-exceed a difference of $5,000 from the amount voted at Town Meeting per line item for Fiscal Year 2027, with the exclusion of travel accounts, within the same department. Transfers within department line items in excess of $5,000 for Fiscal Year 2027 must be approved by the Finance Committee. A written report from the Town Manager on all transfers of $5,000 and under must be provided to the Finance Committee on the first Tuesday of each month; or act in relation thereto.

Submitted by the Finance Committee

Finance Committee has not made final recommendation.

Article 15 Explanation: This article gives the Town Manager the authority to transfer funds between budget line items within a particular department, not-to-exceed $5,000 per fiscal year. If the amount exceeds $5,000, the article gives the authority to make such a transfer with the Finance Committee's approval.

ARTICLE 16 - TO AUTHORIZE DEPARTMENTAL REVOLVING FUNDS

To see if the Town will vote pursuant to the provisions of M.G.L. Chapter 44, Subsection 53E1/2, as most recently amended, to set Fiscal Year 2027 spending limits for revolving funds as follows:

REVOLVING FUND	FY 2027 SPENDING LIMIT
Wetlands By-Law	$30,000
C.O.A. Programs	$100,000
BEAM Program	$2,000,000
Respite Care	$120,000
Flu Shot Program	$50,000

Or act in relation thereto.

Submitted by the Town Manager; authorized by the Select Board and School Committee

Finance Committee recommends approval.

Article 16 Explanation: Revolving Funds are allowed under M.G.L. Chapter 44, Section 53E ½ and must be established by By-Law. Under the statute, as most recently amended, Town Meeting must authorize the funding limit of Revolving Funds each year.

ARTICLE 17 - TO FUND PEG ACCESS CABLE TELEVISION SERVICES

To see if the Town will vote to transfer and appropriate the sum of $213,892.64, from the PEG Access and Cable Related Fund to be provided to BATV for support of PEG Access Cable Television Services; or act in relation thereto.

Submitted by the Town Manager; authorized by the Select Board

Finance Committee recommends approval.

Article 17 Explanation: Mass General Laws Chapter 44, Section 53F ¾ requires that PEG Access Funds need to be appropriated at Town Meeting. The Town created the PEG Access and Cable Related Fund as part of Article 35 at the May 2019 Town Meeting.

ARTICLE 18 - COMMUNITY PRESERVATION COMMITTEE BUDGET

To see if the Town will act on the report of the Community Preservation Committee on the fiscal year 2027 community preservation budget and to appropriate or reserve for later appropriation monies the sum of $1,150,000 from community preservation fund annual revenues or available funds for the administrative expenses of the community preservation committee, the payment of debt service, the undertaking of community preservation projects and all other necessary and proper expenses for the year, as follows, with each item to be considered a separate appropriation:

Appropriations:	Administrative Fund	$ 55,000
	Debt Service	$ 937,428
Reserves:	Community Housing Special Fund Balance	$ 115,000
	Historic Preservation Special Fund Balance	*Debt Service*
	Open Space and Recreation Special Fund Balance	*Debt Service*
	Unreserved Fund Balance	$ 42,572

And further, to determine whether the Town will vote to transfer from the Community Preservation Fund or otherwise fund for community preservation purposes the sum of $ 483,067 shown below for the referenced projects; with sums appropriated hereunder to be expended under the direction of the Town Manager:

Community Housing		
Project	**Funding Source**	**Amount**
Habitat For Humanity Construction	Community Housing	$ 120,000
NMCOG Regional Housing	Community Housing	$ 36,067
	Total	$ 156,067
Historic Preservation		
Project	**Funding Source**	**Amount**
Bennet Library Association	Undesignated FB	$ 47,000
Open Space & Recreation		
Project	**Funding Source**	**Amount**
BMX Track Association	Undesignated FB	$ 30,000
Recreation Dept Phase 2	Undesignated FB	$ 250,000
	Total	$ 280,000
	TOTAL	**$ 483,067**

Or act in relation thereto.

Submitted by the Community Preservation Committee

Finance Committee recommends approval.

ARTICLE 19 - TO RESCIND AND/OR TRANSFER PRIOR BORROWING AUTHORIZATIONS

To see if the Town will vote to rescind the following borrowing authorizations previously approved at Town Meeting:

TM SPRING 2024 ARTICLE 24	I&I Removal Project	$ 250,000
TM FALL 2024 ARTICLE 19	TREATMENT AIR BLOWER	$ 800,000
Total		**$1,050,000**

Or act in relation thereto.

Submitted by the Town Manager; authorized by the Select Board

Finance Committee has not yet made final recommendation.

Article 19 Explanation: This article rescinds previous borrowing authorizations:

At Spring 24 Town Meeting Article 24 an appropriation of $1,600,000 was approved for construction to reduce Inflow and Infiltration (I/I) from the Town's wastewater collections system. This article proposes rescinding $250,000 of the approved funding.

At Fall 24 Town Meeting Article 19 an appropriation of $800,000 was approved to fund the replacement of one of three Secondary Treatment Aeration Blowers. This article proposes rescinding the approved funding due to anticipated costs coming lower. The replacement of the aeration blower has been a multi-stage process over the years.

ARTICLE 20 - TO TRANSFER AND APPROPRIATE A SUM OF MONEY FROM THE OPIOID SETTLEMENT STABILIZATION FUND TO FUND VARIOUS OPIOID-RELATED ITEMS

To see if the Town will vote to transfer and appropriate $40,000 from the Opioid Settlement Stabilization Fund to fund the position of a Crisis Clinician in the Police Department.

Or act in relation thereto.

Submitted by the Town Manager; authorized by the Select Board

Finance Committee recommends approval.

Article 20 Explanation: Since approximately 2016, the Billerica Police has been working with its contiguous communities to provide a master's level Licensed Clinical Social Worker (LICSW) to assist its police officers in crisis response. These clinicians have been critical in assisting our officers in the process of crisis de-escalation, especially for those suffering from some form of psychosis, substance use disorder, emotional challenge, or other symptoms impacting their ability to self-regulate. As we have seen nationwide, police are asked to respond to a vast array of emergency calls that require a complex set of skills. Having a Crisis Clinician as part of our team significantly improves outcomes for all involved, especially those in need of emergency assistance.

ARTICLE 21 - 250TH ANNIVERSARY FUNDING

To see if the Town will vote to appropriate or transfer from the General Fund Free Cash, the sum of $35,000, for the planning of public safety, equipment and sanitation protocols in preparation for the celebration of the Town of Billerica's 250th Anniversary, said funds to be expended under the direction of the Billerica 250th Anniversary Committee; or act in relation thereto.

Certification of Vote: This petition was approved by vote of the Billerica 250th Anniversary Committee at a duly posted meeting held on 3/10/26. The Motion passed with 8 votes in favor, 0 opposed and 3 members not present.

Submitted by the Billerica 250th Anniversary Committee

Finance Committee recommends approval.

ARTICLE 22 - TO FUND A FEASIBILITY STUDY ON BEHALF OF THE SHAWSHEEN VALLEY TECHNICAL HIGH SCHOOL

To see if the Town of Billerica will transfer $554,002 from General Fund Free Cash, for Shawsheen Valley Regional Vocational Technical School District, for the sole purpose of paying costs of a Feasibility Study on behalf of the Shawsheen Valley Technical High School, located at 100 Cook Street, Billerica, MA 01821, and for which the District may be eligible for a school construction grant from the Massachusetts School Building Authority ("MSBA"), said amount to be expended at the direction of the School Building Committee for Shawsheen Valley Regional Vocational Technical School District. The MSBA's grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any Study costs the District incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the District and its member municipalities. Any grant that the District may receive from the MSBA for the Study shall be as set forth in the Feasibility Study Agreement that may be executed between the District and the MSBA; or act in relation thereto.

Motion: That the Town of Billerica hereby transfer $554,002 from General Fund Free Cash for Shawsheen Valley Regional Vocational Technical School District, for the sole purpose of paying costs of a Feasibility Study on behalf of the Shawsheen Valley Technical High School, located at 100 Cook Street, Billerica, MA 01821, including the payment of all costs incidental or related thereto (the "Study"), and for which the District may be eligible for a school construction grant from the Massachusetts School Building Authority ("MSBA"), said amount to be expended at the direction of the School Building Committee for Shawsheen Valley Regional Vocational Technical School District; that the Town acknowledges that the MSBA's grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any Study costs the District incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the District and its member municipalities; provided further that any grant that District may receive from the MSBA for the Study shall be as set forth in the Feasibility Study Agreement that may be executed between the District and the MSBA and that the amount of funding authorized by the District shall be reduced by any grant amount set forth in the Feasibility Study Agreement that may be executed between the District and the MSBA.

Submitted by the Shawsheen Valley Technical High School Committee

Finance Committee does not recommend approval.

ARTICLE 23 - TO FUND DPW EQUIPMENT

To transfer and appropriate from various funds the sum of $305,000 for the purchase and equipping of the following department vehicles/equipment:

To transfer and appropriate from General Fund Free Cash the sum of $30,000 for the purchase and equipping of the following department Equipment

Varitech 500 Gallon Liquid tank w/spray bar	$30,000

To transfer and appropriate from Water Retained Earnings Enterprise Fund the sum of $230,000.00 for the purchase and equipping of the following department vehicles:

2026 Chevrolet 5500 Crane Truck (addition to fleet):	$230,000

To transfer and appropriate from Cemetery Sale of Lots the sum of $45,000.00 for the purchase of the following department vehicle:

2026 Walker Z997M mower	$45,000

Or act in relation thereto.

Submitted by the Town Manager; authorized by the Select Board

Finance Committee recommends approval.

Article 23 Explanation: This article proposes to appropriate money from this source to fund the purchasing of vehicles. The 2026 Walker Z997M mower will replace a 2019 Walker MT25i mower.

ARTICLE 24 - TO FUND THE LOWELL STREET AND CONCORD RIVER CROSSING SEWER REHABILITATION PROJECT

To see if the Town will vote to raise and appropriate, transfer from available funds, or borrow, including borrowing from the Massachusetts Clean Water Trust, $3,100,000, for the purposes of designing and constructing the Lowell Street and Concord River Crossing Sewer Rehabilitation Project, including without limitation all costs thereof as defined in Section 1 of Chapter 29C of the General Laws, as most recently amended by St. 1998, c.78; that to meet this appropriation the Treasurer with the approval of the Select Board is authorized to borrow $3,100,000 and issue bonds or notes therefore under Chapter 44 of the General Laws and/or Chapter 29C of the General Laws, as most recently amended by St. 1998, c.78, including from the Massachusetts Clean Water Trust that such bonds or notes shall be general obligations of the Town unless the Treasurer with the approval of the Select Board determines that they should be issued as limited obligations and may be secured by local system revenues as defined in Section 1 of Chapter 29C, as most recently amended by St. 1998, c.78; and in connection therewith to enter into a loan agreement and/or security agreement with the Massachusetts Clean Water Trust and otherwise to contract with the Massachusetts Clean Water Trust and the Department of Environmental Protection with respect to such loan and for any federal or state aid available for the project or for the financing thereof; that the Select Board is authorized to enter into a project regulatory agreement with the Department of Environmental Protection, to expend all funds available for the project and to take any other action necessary to carry out the project costs/expenses; or act in relation thereto.

Submitted by the Town Manager; authorized by the Select Board

Finance Committee recommends approval.

Article 24 Explanation: This article proposes to appropriate money to fund the design, rehabilitation and replacement of deteriorating sewer infrastructure along Lowell Street, including approximately 2,300 feet of 10-inch, 12-inch, and 14-inch sewer pipe. Immediately downstream, the sewer crosses the Concord River via 300 feet of 14-inch cast iron pipe to the Ilford Pump Station. These pipes exhibit known structural defects and capacity restrictions that compromise the efficiency and reliability of the Town's wastewater collection system.

ARTICLE 25 - TO FUND INSPECTION AND SMOKE TESTING IN ACCORDANCE WITH THE SEWER SYSTEM EVALUATION SURVEY (SSES)

To see if the Town will vote to transfer and appropriate the sum of $1,100,000 from Sewer Enterprise Fund, Retained Earnings to fund the CIP Project 1 Smoke Testing & Sewer System Evaluation Survey (SSES); or act in relation thereto.

Submitted by the Town Manager; authorized by the Select Board

Finance Committee recommends approval.

Article 25 Explanation: The proposed work will systematically evaluate the condition and performance of targeted portions of the sewer collection system through engineering analysis, field investigation and data assessment. The project will identify structural deficiencies, capacity bottlenecks and operational limitations that can be addressed through rehabilitation or targeted improvements. The resulting recommendations will allow the Town to strategically invest in infrastructure upgrades that increase usable capacity and extend the service life of existing assets. This work is a result of the Flow Monitoring Program performed in 2025.

ARTICLE 26 - TO FUND THE INFLOW AND INFILTRATION REMOVAL PROJECT

To see if the Town will vote to transfer and appropriate the sum of $250,000 from Sewer Enterprise Fund, Retained Earnings for the rehabilitation and construction of the Town's sewer system to reduce Inflow and Infiltration (I/I) from the Town's Sewer Collections System; or act in relation thereto.

Submitted by the Town Manager; authorized by the Select Board

Finance Committee recommends approval.

Article 26 Explanation: This article proposes to approve funding for rehabilitation and construction to reduce Inflow and Infiltration (I/I) from the Town's Sewer Collections System as determined by closed-circuit television inspection performed by Sewer Division Staff.

ARTICLE 27 - TO FUND REPLACEMENT OF A SECONDARY TREATMENT AERATION BLOWER

To see if the Town will vote to transfer and appropriate the sum of $175,000 from Sewer Enterprise Fund, Retained Earnings, to fund the replacement of a Secondary Treatment Aeration Blower including any costs incidental; or act in relation thereto.

Submitted by the Town Manager; authorized by the Select Board

Finance Committee recommends approval.

Article 27 Explanation: This article proposes to approve funding for the replacement of one of three Secondary Treatment Aeration Blowers that is 12+ years old (2012), and unable to obtain replacement parts.

ARTICLE 28 - TO FUND CONVERSION OF EMULSION STYLE POLYMER TO A DRY POLYMER USED IN THE COAGULATION/MAGNETITE (COMAG) TREATMENT PROCESS

To see if the Town will vote to transfer and appropriate the sum of $250,000 from Sewer Enterprise Fund, Retained Earnings, to fund conversion of Emulsion Style polymer to a Dry Polymer used in the Coagulation/Magnetite (CoMag)Treatment Process; or act in relation thereto.

Submitted by the Town Manager; authorized by the Select Board

Finance Committee recommends approval.

Article 28 Explanation: The Sewer Resource Recovery Facility (SRRF) has experienced issues with Whole Effluent Toxicity (WET) testing, which is required by the EPA and Massachusetts DEP. After two years of testing and consultation with experts, it was determined that the emulsion-based polymer currently used at the plant is contributing to these issues. Switching to a dry polymer will eliminate polymer as a potential source of WET test failures, reduce operating costs (currently about $17,000 per year), and eliminate leftover emulsifying agents that must otherwise be managed and disposed of.

ARTICLE 29 - TO FUND RESTORATION OF HISTORIC HEADSTONES

To see if the Town will vote to transfer and appropriate from Cemetery Sale of Lots the sum of $15,000 for the preserving, repairing, and restoring the historic monuments within Town cemeteries; or act in relation thereto.

Submitted by the Town Manager, authorized by the Select Board

Finance Committee recommends approval.

Article 29 Explanation: This article proposes to clean, repair and reset approximately 71 damaged historic markers/headstones, each representing a vital piece of our community's history.

ARTICLE 30 - TO AUTHORIZE THE SELECT BOARD TO LAYOUT AND ACCEPT ROADS AS PUBLIC WAYS

To see if the Town will vote to layout and accept the following listed roads as public ways in accordance with the layouts adopted by the Select Board and on file with the Town Clerk; and to authorize the Select Board to acquire by gift, purchase, or eminent domain, such interests in land as are necessary to provide for the use and maintenance of said ways for all purposes for which public ways are used in the Town of Billerica; and further, to authorize the Select Board to execute any documents or instruments necessary to effectuate the purpose of this article; or act in relation thereto.

Cady Street, from Friendship Street to dead end, approximate length 265' and 30' width right of way, as depicted on the plan entitled *'Cady Street, Billerica, Massachusetts - Street Layout and Acceptance Plan Prepared for the Town of Billerica',* dated March 18, 2026, prepared by GCG Associates, Inc. (Engineering Division Plan B-5-223, Sheet 1)

Islington Street, from Fourth Avenue to Second Avenue, approximate length 1,240' and 40' width right of way, as depicted on the plan entitled '*Islington Street, Billerica Massachusetts - Street Layout and Acceptance Plan Prepared for the Town of Billerica'*, dated January 27, 2026, prepared by GCG Associates, Inc. **(**Engineering Division Plan B-5-224, Sheet 1)

Rhodes Street, from Lake Street 610' north and from Friendship Street to dead end, approximate length 282' and 30' width right of way, as depicted on the plan entitled *'Rhodes Street, Billerica, Massachusetts - Street Layout and Acceptance Plan Prepared for the Town of Billerica',* dated March 18, 2026**,** prepared by GCG Associates, Inc. (Engineering Division Plan B-5-225, Sheet 1)

Silversmith Way, from Village Lane to cul-de-sac, approximate length 415' and 50' width right of way, as depicted on the plan entitled *'Silversmith Way, Billerica, Massachusetts - Street Layout and Acceptance Plan Prepared for the Town of Billerica',* dated January 27, 2026, prepared by GCG Associates, Inc. (Engineering Division Plan B-5-226, Sheet 1)

Village Lane, from High Street to cul-de-sac, approximate length 990' and 50' width right of way, as depicted on the plan entitled '*Village Lane, Billerica Massachusetts - Street Layout and Acceptance Plan Prepared for the Town of Billerica',* dated January 27, 2026, prepared by GCG Associates, Inc. (Engineering Division Plan B-5-227 Sheet 1)

Submitted by the Town Manager; authorized by the Select Board

Finance Committee recommends approval.

Article 30 Explanation: The Town is committed to continuing the acceptance of previously unaccepted roadways. This list of roads was developed from citizen requests.

ARTICLE 31 - TO GRANT AN EASEMENT TO NATIONAL GRID FOR ELECTRIC DISTRIBUTION FOR THE NEW NORTH BILLERICA FIRE STATION

To see if the Town will vote to authorize the Select Board to grant an easement to National Grid to set poles and attachments for the purpose of providing power and maintaining same located at 176 Boston Road (new North Billerica Fire Station), Plate 15, Parcel 131; or act in relation thereto.

Submitted by the Town Manager; authorized by the Select Board

Finance Committee recommends approval.

Article 31 Explanation: This article authorizes the Select Board to establish a permanent easement for Electric Service to the new North Billerica Fire Station.

ARTICLE 32 - THIS ARTICLE HAS BEEN WITHDRAWN

ARTICLE 33 - TO ADOPT A GENERAL BY-LAW ESTABLISHING PROCEDURES FOR THE DEBARMENT OF CONTRACTORS, SUBCONTRACTORS AND VENDORS FOUND IN VIOLATION OF MASSACHUSETTS LABOR LAWS

To see if the Town will vote to adopt a General By-Law establishing procedures for the debarment of contractors, subcontractors, and vendors found in violation of Massachusetts labor laws; or act in relation thereto.

Proposed By-Law (Revised)

1. Grounds for Debarment

Any contractor, subcontractor, or vendor that has been subject to a final, non-appealable determination by the Massachusetts Department of Labor Standards, the Massachusetts Attorney General's Office, or a court of competent jurisdiction for violations of Massachusetts labor laws, including but not limited to prevailing wage violations (M.G.L. c. 149, §§ 26–27), wage theft, employee misclassification, or failure to maintain required payroll records, may be subject to debarment.

2. Debarment Period

Debarment shall prohibit the contractor, subcontractor, or vendor from bidding on, being awarded, or performing work on any Town contract for a period of up to three (3) years, as determined by the Town Manager.

3. Scope of Application

This By-Law shall apply to:

- Contractors and subcontractors performing public works projects;
- Vendors providing goods or services to the Town; and
- Any entity operating as a successor, joint venture, or under a different business name where ownership or management substantially overlaps with a debarred entity.

4. Determination and Administration

The Town Manager, or their designee, shall administer and enforce this By-Law, including maintaining a list of debarred entities and reviewing documentation of violations, consistent with applicable procurement laws, including M.G.L. c. 30B and public construction statutes.

5. Due Process

Prior to debarment, the contractor or vendor shall be provided:

- Written notice of the proposed debarment and the basis for such action; and
- An opportunity to respond in writing and request a hearing within a reasonable period of time.

6. Waiver

The Town Manager may waive the application of this By-Law in writing where it is determined to be in the best interest of the Town due to exigent circumstances or lack of available qualified bidders. Any such waiver shall be documented and made part of the public record.

7. Severability

If any provision of this By-Law is held invalid, the remaining provisions shall remain in full force and effect.

Submitted by John Burrows, Select Board Member

Finance Committee has not yet made final recommendation.

ARTICLE 34 - TO AMEND GENERAL BY-LAW, SECTION 20.4, TOWN MANAGER SCREENING COMMITTEE

To see if the Town will vote to amend the General By-Law, Section 20.4 Town Manager Screening Committee, by inserting the bold underlined text and deleting the strike through text as follows, or act in relation thereto:

Procedure to fill a vacancy for the Town Manager – Whenever a vacancy occurs in the position of Town Manager or when a vacancy can be anticipated, the **Select Board** ~~Board of Selectmen~~ shall forthwith notify in writing the Town Clerk, the School Committee, the Planning Board, the Finance Committee, the Personnel Board, the Chairmen of the Precinct Delegations and the Committee on Rules. ~~Forthwith~~ Following said notification **within 10 business days**, members of these agencies shall meet in separate sessions to choose persons to serve as members of a committee to screen applicants for the office of Town Manager. Members of the TMSC shall be appointed as follows:

Select Board ~~Board of Selectmen~~	two (2) members
School Committee	two (2) members
Planning Board	two (2) members
Finance Committee	two (2) members
Committee on Rules	one (1) member
Personnel Board	one (1) member
Chairmen of the Precinct Delegations	three (3) members

Persons chosen by each of the said agencies may, but need not be members of the agency by which they are selected to serve. Not more than ~~fourteen (14)~~ **ten (10)** days following the date of said notification to the Town Clerk, the thirteen (13) members of the Screening Committee, chosen as provided above, shall meet to organize and to plan for a process for the solicitation by appropriate means to attract suitable candidates for the position of Town Manager.

The Screening Committee shall review all applications for the position of Town Manager as may be received by it, screen all applications, and provide for interviews to be conducted with such number of candidates for the position as it may deem to be necessary or desirable.

~~Not more than~~ **The Screening Committee will have their first meeting within 7 days of the final appointment. Within** one hundred and fifty (150) days following the date of **the appointment of the full Screening Committee** ~~said notification to the Town Clerk~~, the Screening Committee shall submit to the **Select Board** ~~Board of Selectmen~~ the names of not less than three (3) and not more than five (5) candidates whom it believes to be best suited to perform the duties of the office. Within thirty (30) days following the date the list of nominees is submitted to it, the **Select Board** ~~Board of Selectmen~~ shall choose one of the said nominees to serve as Town Manager. In the event the **Select Board** ~~Board of Selectmen~~ shall fail to act on such appointment

within the said thirty (30) days, the first name on the list as submitted by the Screening Committee shall be deemed to have been appointed.

Thirty (30) days following the date the Town Manager is sworn in by the Town Clerk, the Screening Committee will be disbanded. The above provisions shall be applicable at any time a vacancy occurs or when by reason of retirement or a vacancy can be anticipated in the position of Town Manager.

Submitted by Michael S. Rosa, Select Board

Finance Committee recommends approval.

ARTICLE 35 - PROHIBITION OF CRYPTOCURRENCY ON AUTOMATED TELLER MACHINES

Section 1. Purpose and Intent

The purpose of this By-Law is to protect the residents of the Town of Billerica from financial fraud, consumer deception, and other illicit activities associated with the use of cryptocurrency automated teller machines (also known as "crypto kiosks" or "virtual currency ATMs"). These machines have been identified by the Billerica Police Department as a frequent means by which individuals, often elderly, are victimized in financial scams and other criminal activities. The Town finds that prohibiting such devices serves the public interest, promotes consumer protection, and enhances community safety.

Section 2. Definitions

For the purposes of this By-Law, the following terms shall have the meanings indicated:

Cryptocurrency – A digital or virtual currency that uses cryptography for security and operates independently of a central bank, including but not limited to Bitcoin, Ethereum, Litecoin, and similar forms of digital currency.

Cryptocurrency Automated Teller Machine (Crypto ATM or Crypto Kiosk) – Any self-service physical terminal, stand-alone machine, or device installed in a publicly accessible location, that allows a person to:

a. Insert cash or use a debit/credit card to purchase cryptocurrency;
b. Convert cryptocurrency to cash or other forms of payment; or
c. Otherwise exchange a currency for cryptocurrency or vice versa.

Section 3. Prohibition

No person, business, corporation, partnership, or other entity shall install, operate, lease, maintain, or make available any cryptocurrency automated teller machine or cryptocurrency kiosk within the geographic boundaries of the Town of Billerica.

Section 4. Enforcement and Penalties

1. This By-Law shall be enforced by the Billerica Police Department.
2. Each day a violation exists shall constitute a separate offense.
3. Any violation of this By-Law shall be punishable by a fine of:

First Offense: $300
Each Subsequent Offense: $300 per day
Enforceable under non-criminal disposition pursuant to **M.G.L. c. 40 s 21D**.

Section 5. Severability

If any section, paragraph, or provision of this By-Law shall be held invalid for any reason, the remainder shall not be affected thereby but shall remain in full force and effect.

Section 6. Effective Date

This By-Law shall take effect upon approval by the Attorney General of the Commonwealth of Massachusetts and its subsequent posting and publication as required by law.

Or act in relation thereto.

Submitted by the Town Manager; authorized by the Select Board

Finance Committee recommends approval.

Article 35 Explanation: This article proposes banning cryptocurrency ATMs in the Town of Billerica to protect residents from fraud and scams, which local police report are frequently associated with these machines. The By-Law prohibits the installation and operation of crypto ATMs town-wide, assigns enforcement to the Billerica Police Department and establishes a $300 per day fine for violations. This proposed article is intended to enhance consumer protection and public safety.

ARTICLE 36 - TO VOTE TO AMEND THE ZONING BY-LAW SECTION 11.11, MBTA COMMUNITIES MULTIFAMILY OVERLAY DISTRICT (MCMOD)

To see if the Town will vote to amend Section 11.11, MBTA Communities Multifamily Overlay District (MCMOD), of the Billerica Zoning By-Law by deleting the strike-through text and inserting the bold text as follows; or act in relation thereto:

11.11.D.3. Accessory Uses. The following uses are considered accessory as of right to any of the permitted uses in Section 11.11.D.

a. Parking, **in accordance with Section 10.1 and** including surface parking and parking within a structure such as an above ground or underground parking garage or other building on the same lot as the principal use.

And to further amend

11.11.G.2.d. Location of Parking. Parking, either surface or structured, is not allowed between a building and the front yard lot line. On a corner lot, parking is not allowed between the building and **either street frontage** ~~the front and side yard lot lines.~~

And to further add

11.11.G.2.l. Green Strips and Screening. The site design shall comply with Green Strips and Screening requirements, as found in Section 8.3.E.

Submitted by Planning Board

Finance Committee recommends approval.

Article 36 Explanation: The Planning Board has completed their review of the first project within the newly adopted MBTA Communities Multifamily Overlay District. In doing so, they believe these three edits to the standards will help them apply the same quality and predictability of design standards to all sites in town, regardless of zone. Specifically,

Referencing Section 10.1's parking lot standards makes townwide standards like minimum parking space dimensions and landscaping visibly applicable.

Altering the Location of Parking restriction from front and side "yards" to "either street frontage" clarifies the intent to place parking areas behind buildings as it relates to public ways (the area known as "side yards" on corner lots according to Section 8.3.C.1).

Referencing Section 8.3.E's green strips and screening requirements makes townwide standards like landscaped areas around lot perimeters and building perimeters visibly applicable.

ARTICLE 37 - TO VOTE TO AMEND THE ZONING BY-LAW SECTION 4.7

To see if the Town will vote to amend Section 4.7 Site Plan Approval of the Zoning By-Laws (Fall 2025) by deleting the strike through text and inserting the underlined text as follows; or act in relation thereto:

4.7 Site Plan ~~Approval~~ Review

A. Purpose. ~~This section of the By-Law encourages well-planned site developments that are~~ The purpose of site plan review is to ensure that development occurs in a manner that is harmonious with established land uses, circulation systems, and the natural environment in the Town, in addition to being efficient in function and maintaining or improving public health and safety. This section provides requirements for three tiers of review to provide an objective, efficient, predictable, and equitable review process.

B. Objectives. The objectives of Site Plan Review include:

1. Protection of adjoining premises on the site;
2. Convenience and safety of vehicular and pedestrian movement within the site and in relation to adjacent streets, property, or improvements;
3. Adequacy of the methods for disposal of sewage, refuse, and other waste resulting from the uses permitted or permissible on the site;
4. Adequacy of surface water drainage including protection of groundwater;
5. Adequacy of ingress and egress;
6. Adequacy of off-street loading and unloading of vehicles, goods, products, and materials incidental to the uses permitted or permissible on the site;
7. Adequacy of lighting such that all lighting and other sources of illumination, whether interior or exterior, and all intense light emanating from operations or equipment shall be shielded from direct view at normal eye level from adjacent properties;
8. Adequacy of landscaping and open space to screen, buffer, and separate adjoining uses;
9. Compatibility with the surrounding neighborhood including size and character of the proposed buildings and site improvements; well-designed site planning which acts to enhance and highlight site features and the surrounding neighborhood; and buildings which not only relate functionally and aesthetically to each other but also which are sensitive to the context of the surrounding area.
10. Preservation of historic buildings and sites including their renovation, conversion and alteration.

C. ~~Site Plan Review Special Permit Granting Authority. The SPGA for Section 4.7 shall be the Board designated in Table 1, the Table of Use Regulations.~~

Applicability. Site plan review is required for the construction, exterior alteration, or change of use of any nonresidential, mixed-use, or multi-family building or structure, and for certain site improvements as defined in the Planning Board's Rules and Regulations.

Applications shall be reviewed at one of three tiers, determined by the following thresholds. If a site plan application meets the qualifications of multiple tier categories, the highest applicable tier shall govern.

1. Administrative Site Plan Review. An administrative site plan review is required for any of the following types of improvements:

    a. New nonresidential, mixed-use, or multi-family construction of less than 1,000 square feet gross floor area;
    b. Additions between 500 and 999 square feet gross floor area to an existing nonresidential, mixed-use, or multi-family structure;
    c. A change of use with no increase in parking or traffic demand;
    d. Construction or expansion of a commercial parking lot by up to four parking spaces;
    e. The restriping of an existing parking area;
    f. Any plan resulting in a site disturbance of less than 2,500 square feet;
    g. Installation of a solar energy system when site plan review is required; or

    Modifications to properties with prior site plan approval that have been determined to be a minor change, and the plan has yet to be built out.

2. Minor Site Plan Review. A minor site plan review is required for any of the following types of improvements:

    a. New nonresidential, mixed-use, or multi-family construction between 1,000 square feet and 4,999 square feet gross floor area;
    b. Additions between 1,000 square feet and 2,499 square feet gross floor area to an existing nonresidential, mixed-use, or multi-family structure;
    c. A change of use that increases traffic or parking demand;
    d. A commercial parking lot that adds between 5 and 14 new parking spaces, either through new construction or expansion;
    e. Any plan resulting in a site disturbance between 2,500 square feet and 9,999 square feet; or

    Modifications to properties with prior site plan approval that have been determined to be a significant change, and the plan has yet to be built out.

3. Major Site Plan Review. A major site plan review is required for any of the following types of improvements:

    a. New nonresidential, mixed-use, or multi-family construction of 5,000 square feet gross floor area or larger;
    b. Additions of 2,500 gross floor area or more to an existing nonresidential, mixed-use, or multi-family structure;
    c. Any project requiring a special permit from the Planning Board;

d. Construction or expansion of a commercial parking lot or structure by 15 or more parking spaces;
e. Any plan resulting in a site disturbance of 10,000 square feet or more;
f. Any plan resulting in site alterations that make changes to public sidewalks;
g. Any plan resulting in site alterations that require new curb cuts or traffic generating uses;

Modifications to properties with prior site plan approval that have been determined to be a significant change, and the plan has been built out.

4. Exemptions. The following shall be exempt from site plan review:

a. Any additions to an existing nonresidential, mixed-use, or multi-family structure of less than 500 square feet gross floor area;
b. Temporary uses; and

Single family homes.

D. ~~Applicability. Site Plan Review approval is required for all uses listed as subject to site plan approval as set forth in the Table of Use Regulations.~~

Review Authority and Coordination with Other Permits.
Upon review the Site Plan Review application for completeness, the Planning and Community Development Department staff shall determine the tier of review and whether review by the Zoning Board of Appeals is required. Staff may consult with the Building Commissioner in this determination.

1. Review authority: There shall be administrative site plan review, minor site plan review, and major site plan review. Administrative procedures and details related to these tiers of review are outlined in §4.7.F.
2. Special permit and site plan review. Where an activity or use requires both site plan review and one or more special permits the Planning Board shall be the Special Permit Granting Authority. When both a special permit and site plan review are required, they shall be considered together under the provisions of §4.7.
3. Variances and site plan review. Where a project requires both a variance and site plan approval, the variance shall be obtained from the Zoning Board of Appeals prior to submission of an application for Site Plan Review to the Planning Board. The Planning Board shall not accept or act upon a site plan that depends upon zoning relief not yet granted. The Planning Board may submit comments and recommendations to the Zoning Board of Appeals prior to their public hearing.

E. ~~Application Requirements. The applicant shall file the following information together with an Application and the required filing fee as set forth in the rules of the SPGA:~~

A. ~~Form: A Civil Engineer, registered in Massachusetts, shall prepare and certify the site plan, which shall be clearly and legibly drawn on mylar to a maximum scale of 1" = 40'.~~

B. ~~Size of Plan: All sheets that make up the original plan shall be 24" x 36".~~
C. ~~Number of Copies: The applicant shall provide copies of each plan for purposes of review by other boards, agencies, officers, and outside consultants, as designated in the SPGA Rules. The number of copies to be provided shall be set forth in the SPGA Rules.~~
D. ~~Contents: A site plan and supporting documents shall at a minimum show the following information:~~

a. ~~Metes and bounds of the property, area of the property, north point, scale, and date;~~
b. ~~Name, address, and signature of the person preparing the site plan stamped with that person's Massachusetts Registration number and seal;~~
c. ~~Name and address of the record owner or owners of the property and street address of the property with street number, if one exists at the time of application;~~
d. ~~Names of all abutters to the property as they appear in the most recent certified tax list;~~
e. ~~The existing topography of the land at two (2) foot contour intervals, Mean Sea Level Datum;~~
f. ~~Location, width, and names of all existing and proposed streets that affect the property and are within 100 feet of the property;~~
g. ~~Location and width of all existing and proposed easements that affect the property;~~
h. ~~Existing and proposed carrying capacity and level of service of the streets that serve the property;~~
i. ~~Location and outline of all existing and proposed buildings and structures on the property;~~
j. ~~The basement and first-floor elevations, the height, and use of all existing and proposed buildings on the property;~~
k. ~~Location and outline of cesspools, septic tanks, leaching areas, and wells on the property;~~
l. ~~Location and outline of existing public sewers available to serve the site;~~
m. ~~Location and outline of proposed access to trunk lines, capacity of the trunk lines, and available increases in flow;~~
n. ~~The location of all present and proposed utility systems, including sewage disposal; water supply lines; and telephone, cable, and electrical lines;~~
o. ~~Location, size, and type of all existing and proposed storm drains, culverts, catch basins, headwalls, invert elevations and depths, endwalls, hydrants, manholes, drainage swales, percolation tests, storm drainage, and drainage facilities, including adjacent existing waterways and drainage ditches to serve the site and with all calculations for the proposed drainage system;~~
p. ~~Profiles of the proposed drainage system together with details of all proposed structures.~~
q. ~~An illumination plan showing the location, height, intensity, and bulb type (e.g., fluorescent, sodium, incandescent) of all external lighting fixtures, and including the direction and illumination and methods proposed to eliminate glare onto adjoining properties;~~
r. ~~The location, height, size, and design of all proposed signage;~~
s. ~~The location, type of surface, and type of screening of rubbish collection areas and type of container(s);~~

t. ~~The location of existing major site features, such as rock ridges, ledge outcroppings, wetlands, water retention or detention areas, brooks, bodies of water, waterways or canals, tree lines, and isolated trees to be cleared that are of a 12-inch diameter or greater;~~
u. ~~A landscape plan showing all buffer areas and the size and type of plant materials to be provided and indicating all proposed changes to existing major site features.~~
v. ~~The proposed finished topography of the site at two (2) foot contour intervals, Mean Sea Level Datum;~~
w. ~~The location and description of a permanent type bench mark on or adjacent to the property;~~
x. ~~The location and description of the bench mark used in establishing the topography;~~
y. ~~Zoning classification for the property and zoning district lines if the property lies in one or more zoning districts or abuts a zoning district;~~
z. ~~Where applicable, the location of wetlands and flood plain protection district boundaries;~~
aa. ~~Description of plans to prevent erosion of soil during and after construction, excessive run-off, and flooding of other properties, if applicable;~~
bb. ~~The location and type of surface of all existing and proposed parking areas, loading areas, maneuvering areas, driveways, fire lanes, accesses, and walkways, which shall include wheelchair ramps and crosswalks;~~
cc. ~~The delineation of each parking space, showing the size of a typical parking space for domestic and imported cars, block totals for number of spaces, with the final number of parking spaces noted on the plan in an obvious place;~~
dd. ~~Traffic flow patterns within site entrances and exits and existing and proposed daily and peak traffic and street capacity levels of ingress and egress streets and drives; site distances of ingress and egress streets and drives onto adjacent streets; loading and unloading areas on the site; and curb cuts on the site and within 100 feet of the site;~~
ee. ~~For new construction or alterations to any existing building or structure, the area of the building or structure to be used for the proposed use or uses; maximum number of employees; and where applicable, maximum seating capacity; and identification of any federal or state permits required for the project.~~
ff. ~~A description of the hours of operation of the proposed use.~~
gg. ~~Deed: A copy of the owner's deed giving a legal description of the site or other evidence of authority or interest of the applicant, whenever the applicant is not the owner of the subject property, such as an executed purchase and sales agreement or appointment as agent of the owner.~~
hh. ~~Other Permits: Copies of existing variances or special permits applicable to the property, including the book and page reference with the Middlesex North Registry of Deeds.~~

Site Plan Review of Exempt Religious, Educational, Child Care Uses, and Large-Scale Solar Energy Uses.

1. Applicability. Religious and educational uses, Day Care Centers, and school age childcare programs, and Large-Scale Solar Energy Systems, as those uses are defined in this By-Law; which are partially excepted from local zoning regulation by M.G.L. Chapter 40A, §3, shall be

subject to a modified Site Plan Review process as specified by the rules and regulations outlined in this section. The thresholds for tiered site plan review shall apply to these uses.

2. Procedures.
   a. Demonstration of Qualification. In order to qualify for the modified Site Plan Review standards in §4.7.H, an applicant must satisfy the Building Commissioner that the use is exempt under M.G.L. Ch. 40A, §3.

      General Review Procedure. Site Plan Review for these uses shall be reviewed by the Planning Board, with specific review criteria specified in §4.7.H.

F. ~~Approval Process. A site plan special permit shall be subject to the approval process set forth in the rules adopted by the SPGA. This may require a Technical Review performed by an engineer or other applicable consultant and may include an Architectural Review of those issues called out elsewhere in this section.~~

Procedures.

1. Applicants shall submit an application for site plan approval to the Planning Board in accordance with the Planning Board Rules and Regulations.

2. The Planning Board or its designee shall review and act upon the site plan, requiring such conditions as necessary to satisfy the Review Standards, and notify the applicant in writing of its decision.

   a. Administrative Site Plan Review: the Planning Board's designee(s) shall render a decision within 45 calendar days of receipt of a complete accepted application, unless extended by mutual agreement. The Planning Board designee(s) may refer administrative site plan review projects to the Planning Board if it is the determination of the designee that the potential impacts of the project require review by the Planning Board. The applicant may also request Planning Board review.
   b. Minor Site Plan Review: Conducted by the Planning Board at a regularly scheduled or special meeting. The Board shall render a decision within 60 calendar days of a complete accepted application unless extended by mutual agreement.
   c. Major site plan review. Conducted by the Planning Board at a noticed and advertised public hearing in accordance with MGL c.40A, §11. The Planning Board may employ peer review services for major site plan review, in accordance with the Planning Board Rules and Regulations. The Planning Board will hold a public hearing within 65 calendar days of receipt of a complete accepted application, and shall render a decision within 150 calendar days from the date of submission of a complete application, unless extended by mutual agreement.

3. Security for Site Plan Approval. As a condition of granting site plan approval, the Planning Board may require that the performance of the conditions and observance of the safeguards and limitations imposed on the project be secured by a proper bond or a deposit of money or

negotiable security sufficient in the opinion of the Planning Board to secure performance of the conditions and observance of the safeguards and limitations of such site plan approval.

4. Failure of the applicable body or its respective designee(s) to act within the required time periods shall be deemed constructive approval.
   The applicant may request, and the Planning Board may grant by majority vote as constituted, an extension of the time limits set forth herein.

G. ~~Review Criteria. In making its decision, the SPGA shall consider the following:~~

1. ~~Buildings, Structures, and Site Character: All buildings, structures, and uses of the property shall comply with the use and special permit requirements and dimensional, parking and loading, and signs and lighting regulations of this By-Law.. Any property subject to a variance shall comply with the provisions of the variance and need not comply with the section of the Zoning By-Law that was varied. Unless otherwise provided by this By-Law, any change, substantial extension of a use, reconstruction, extension, or alteration of a pre-existing nonconforming building, structure, or use that requires site plan approval shall comply with this section.~~
2. ~~Traffic: Adequate access shall be provided to serve the proposed use, building, or structure. Adequate access shall include provision for emergency and fire access and convenient and safe vehicular and pedestrian movements within the site and in relationship to adjoining streets and surrounding properties.~~
3. ~~Parking, Loading, and Lighting: Safe and adequate parking, lighting, internal traffic control, and off-street loading and unloading shall be provided to permit normal operation of the proposed use.~~
4. ~~Storm Water and Site Drainage: All storm water and site drainage shall comply with the requirements of any Town By-Laws or rules and regulations pertaining to storm water and site drainage, other than Subdivision Rules and Regulations.~~
5. ~~Utilities: All utilities shall comply with the requirements of any Town By-Laws or rules and regulations pertaining to utilities. Moreover, all utilities shall be designed in accordance with the requirements of the utility company to which they are associated.~~
6. ~~Town Services: Unreasonable demands shall not be placed on Town services and infrastructure.~~
7. ~~Vegetation and Landscaping: Whenever possible, existing vegetation and landscaping amenities shall be preserved to lessen the impact of the proposed use, building, or structure on surrounding properties, and the proposed use, building, and structure shall be integrated into the existing landscape through use of vegetative buffers, introduction of plant materials, slope protection, and retention of open space.~~

   ~~Wetlands: The issuance of a site plan approval special permit shall be conditioned on obtaining and complying with any Order of Conditions issued by the Billerica Conservation Commission under the Wetlands Protection Act, G.L., c. 131 and on the Rules and Regulations of the Billerica Board of Health.~~

Building Permit. An application for a building permit shall be accompanied by an approved site plan. The applicant shall satisfy or comply with all conditions of the site plan review decision prior to the issuance a building permit except for those conditions that by their terms are intended to be satisfied during construction or later. No building permit shall be issued by the Building Commissioner without the written approval of the site plan by the Planning Board.

1. Unless specifically authorized by the terms of the site plan review decision, a final certificate of occupancy shall not be issued until the applicant has complied with or satisfied all conditions of the site plan review decision and the Building Commissioner has notified the Planning Board of such determination.

H. ~~Security for Site Plan Approval Special Permits. The SPGA, as a condition of granting a site plan approval special permit may require that the performance of the conditions and observance of the safeguards and limitations imposed on the special permit be secured by a proper bond or a deposit of money or negotiable security sufficient in the opinion of the SPGA to secure performance of the conditions and observance of the safeguards and limitations of such special permit.~~

General Review Standards. The Planning Board in its regulations shall establish standards for site plan review of activities and uses that will at a minimum address the following:

1. Siting of facilities;
2. Open space, natural features, and the landscape;
3. Wetlands;
4. Circulation and connectivity;
5. Safe, effective and efficient transportation systems;
6. Protection of surface and ground water quality;
7. Signage; and
8. Public safety.

I. ~~Effective Date. No site plan approval special permit or any modification, extension or renewal thereof shall take effect until a copy of the decision has been recorded in the Middlesex North Registry of Deeds. The decision shall bear the certification of the Town Clerk that 20 days has elapsed after the decision has been filed in the office of the Town Clerk and that no appeal has been filed, or if an appeal has been filed, it has been dismissed or denied.~~

Waivers. The Planning Board may, upon written request of the applicant, waive or modify strict compliance with the submission requirements or general review standards if it finds that such waiver is in the public interest and consistent with the intent and purposes of this section.

J. ~~Time Limitation and Required Report on Site Plan Approval Special Permit. A site plan approval special permit shall lapse if a substantial use thereof has not commenced except for good cause or, in the case of a permit for construction, if construction has not commenced except for good cause within a period to be specified by the SPGA, not to exceed two years from the date of grant thereof.~~

Lapse. Site plan approval shall lapse if substantial use or construction has not commenced within the following time frames:

1. Administrative Site Plan Review: substantial use or construction has not commenced within two (2) years of the date of approval
2. Minor Site Plan Review: substantial use or construction has not commenced within three (3) years of the date of approval
3. Major Site Plan Review: substantial use or construction has not commenced within three (3) years of the date of approval, or if construction has not been substantially completed within six (6) years after such commencement except for good cause.

Approvals may, for good cause, be extended in writing by the Planning Board upon the written request of the applicant.

K. Regulations. The Planning Board shall adopt and may amend Rules and Regulations consistent with this section to provide detailed submission requirements, application procedures, design standards, and review timelines.

L. Effective Date. No site plan approval ~~special permit~~ or any modification, extension or renewal thereof shall take effect until the following a copy of the decision has been recorded in the Middlesex North Registry of Deeds. The decision shall bear the certification of the Town Clerk that 20 days has elapsed after the decision has been filed in the office of the Town Clerk and that no appeal has been filed, or if an appeal has been filed, it has been dismissed or denied.

M. Appeal. ~~An appeal from a decision of the SPGA may be taken in accordance with G.L. c. 40A, § 17.~~ Any decision of the Planning Board or its designee(s) pursuant to this §4.7 shall be appealed in accordance with G.L. c. 40A, s. 17.

And to further amend the following sections to account for the changes in Section 4.7 Site Plan Approval

Section 6.2.E: Use Regulations, General

E. Site plan review is required for the construction, exterior alteration, or change of use of any nonresidential, mixed-use, or multi-family building or structure, and for certain site improvements specified under Section 4.7. ~~Any non-residential building with an aggregate sum of 5,000 square feet gross floor area or greater per site shall require site plan approval special permit by the Planning Board. This includes any additions to an existing, non-residential building that increases the aggregate sum of the gross floor area to more than 5,000 square feet per lot.~~

Section 6.3.B Table of Use Regulations, DELETE:

~~SA — A use requiring a special permit and site plan approval from the Planning Board~~

Section 6.5.C.1.d.(i) Special Regulations for Solar Energy Conversion Systems (SECS), AMEND reference to:

~~"A, B, E (except subsection 1), G, I, J, and K"~~ to "Section 4.7"

Section 6.5.C.2.c.(i) Special Regulations for Solar Energy Conversion Systems (SECS), AMEND reference to:

~~"A, B, E (except subsection 1), G, I, J, and K"~~ to "Section 4.7"

Section 8.3 General Regulations, subsection E.7, Green Strips and Screening, AMEND reference to:

~~"Special Permit"~~ to "Review"

Section 11.7, Mill Conversion and Reuse Overlay District (MCROD), subsection D., AMEND:

Special Permit. Uses other than those allowed within the underlying zone(s) require a special permit pursuant to Section 4.3 by the Planning Board and a Site Plan approval by the Planning Board pursuant to Section 4.7 of this By-Law. No other uses or structures shall be permitted in conjunction with a project except as specifically stated herein.

Section 11.7, Mill Conversion and Reuse Overlay District (MCROD), subsection F.1.a AMEND:

(i) A site plan and all supporting documents, as set forth in Section 4.7 of this By-Law and pursuant to the Planning Board Rules and Regulations.

~~(ii) A plan at a scale of 1" = 40' showing the topography of the site at a minimum of two-foot contour intervals. The plan must use the Massachusetts State Plane (NAD 83) coordinate system and include vegetation and special features including wetlands, perennial streams and ponds, waterways, waterfalls, canals and dams, trees of more that 8 inches caliper, rock outcroppings, slopes in excess of fifteen percent (15%), existing and proposed trails and walkways, vistas, structures of historical importance, biological or wildlife habitats, and proposed and existing conservation or recreation easements.~~
~~(iii) A plan illustrating preliminary landscaping and architectural design, showing types, locations and layout of buildings and elevations as well as the general height, bulk and appearance of structures. Perspectives may be required at Board's discretion.~~

(~~iv~~ ii) A floor plan to scale for each floor of each building indicating where applicable, the number of units by type, the number of bedrooms per dwelling unit, the proposed use(s) of floor space and the location of affordable dwelling units.

(~~v~~iii) A plan for the care, custody and control of all dams, canals and water rights located on the site or owned or controlled by the applicant.

Section 11.8 Medical Marijuana Overlay District (MMOD), subsection F, AMEND:

Exemption from RMD Special Permit Requirement. RMDs that demonstrate they are protected pursuant to the agricultural exemption under G.L. c.40A §3 are not required to obtain a special permit but shall apply for Site Plan Review ~~Approval~~ pursuant to Section 4.7 of this By-Law.

Submitted by the Planning Board

Finance Committee recommends approval.

Article 37 Explanation: Current Site Plan regulations are triggered by one criteria: that a building be over 5,000sf. At that point, a public hearing with extensive review costs and a requirement for a special permit discretionary finding are imposed, regardless of how simple the scope may be, and if the use is otherwise permitted by right. This trigger does not account for significant site work alone, nor for buildings less than 5,000sf. It also does not address modifications to existing sites.

The Town contracted with Barrett Planning Group in 2024 for a Zoning Diagnostic Report, which provided two specific recommendations on this topic: to uncouple the requirement for a special permit in the Site Plan section (where special permits are already required or not based on the Table of Uses) and to consider adopting “tiers” of site plan review, such as a minor/administrative and a major which could better balance the intensity of review to the scope of the proposal.

The Town contracted with Northern Middlesex Council of Governments (NMCOG) through a grant for District Local Technical Assistance to address these issues and recommendations. The proposed By-Law is a result of this work and will streamline the site plan review process, reduce unnecessary delays for small projects, reinforce Billerica as a business-friendly community, and align the Town with best practices in zoning and land use regulation.

ARTICLE 38 - ESSA FOSTER CARE TRANSPORTATION REIMBURSEMENT

To see if the Town of Billerica will vote to authorize the Superintendent of the Billerica Public Schools to enter into Memoranda of Understanding ("MOUs") with the Massachusetts Executive Office of Health and Human Services ("EOHHS"), Department of Elementary and Secondary Education ("DESE"), and/or the Department of Children and Families ("DCF") in order for the Billerica Public Schools to receive Federal reimbursements for transportation of students in foster care under the Federal Title IV-E Claiming of Transportation Expenditures for Children in Foster Care Program and to authorize that payments for foster care transportation under the MOUs will be made from the reimbursement(s) recovered as a result of the foster care transportation services being performed without appropriation of such reimbursements pursuant to M.G.L. c. 44, § 70; and to authorize the Superintendent to otherwise act in accordance with the MOUs and M.G.L. c. 44, § 70 relative to foster care transportation and reimbursement therefore; or act in relation thereto.

Submitted by the Billerica School Committee

Finance Committee recommends approval.

Article 38 Explanation: Following the School Committee's affirmative vote on January 20, 2026, and the Select Board's vote on February 2, 2026, this Article ensures the Billerica Public Schools can enter into said agreements with EOHHS, DESE and DCF, so that the School District can be eligible to receive Federal Title IV-E reimbursements for transporting children in foster care to their school or origin, which transportation is required by the Federal Every Student Succeeds Act ("ESSA").

ARTICLE 39 - TO VOTE TO DEED CERTAIN TOWN-OWNED PARCELS TO THE CONSERVATION COMMISSION

To see if the Town will vote, pursuant to G.L. Chapter 40, Subsection 15A, to transfer the following parcels of land from the Select Board to the Conservation Commission for active and passive recreation, open space and conservation purposes, provided, however, that use of the parcels for the installation, maintenance, repair and operation of utilities including, but not limited to, water, sewer and stormwater, and supporting infrastructure, both above and below ground, shall be permitted, and whereby such parcels shall be subject to the protections of Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts and G.L. Chapter 3, Subsection 5A;

Land to be Transferred (Assessor's Map and Parcel):

Map 100 parcel 162-0, 163-0, 164-0, 168-0, 169-0, 170-0, 171-2, 172-0, 174-0, 176-0, 178-0, 179-0, 182-0, 185-0, 186-0, 188-0, 190-0, 191-0, 192-0, 29-0, 30-0, 32-0, 34-0, 35-0, 36-0, 38-0, 39-0, 40-0, 41-1, 41-3, 44-0, 46-0, 48-0, 50-0, 51-0, 52-0, 53-0
Map 99 parcel 516-0, 518-0, 519-0
Map 106 parcel 3-0

or act in relation thereto.

Submitted by Michael S. Rosa, Select Board Member, on behalf of the Open Space and Recreation Committee.

Finance Committee recommends approval.

Article 39 Explanation: This article is seeking to transfer forty-two (42) Town-owned parcels from the Select Board to Conservation for protection. These parcels are in the floodplain of Shawsheen River tributaries and are predominantly wetlands. The deed will include language allowing the DPW to install infrastructure such as, but not limited to, water, sewer and stormwater and supporting infrastructure if needed. This article serves the same purpose as 2025 Fall Town Meeting Warrant Article 31, which passed with 133 votes in favor and 9 opposed. The Open Space and Recreation Committee voted unanimously to submit this article.

ARTICLE 40 - TO VOTE TO DEED CERTAIN TOWN-OWNED PARCELS TO THE CONSERVATION COMMISSION

To see if the Town will vote, pursuant to G.L. Chapter 40, Subsection 15A, to transfer the following parcels of land from the Select Board to the Conservation Commission for active and passive recreation, open space and conservation purposes, provided, however, that use of the parcels for the installation, maintenance, repair and operation of utilities including, but not limited to, water, sewer and stormwater, and supporting infrastructure, both above and below ground, shall be permitted, and whereby such parcels shall be subject to the protections of Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts and G.L. Chapter 3, Subsection 5A;

Land to be Transferred (Assessor's Map and Parcel):

Map 59 parcel 80-0 & 85-0
Map 90 parcel 119-0, 121-0 & 218-0
Map 102 parcel 1-0

Or act in relation thereto.

Submitted by Michael S. Rosa, Select Board Member, on behalf of the Open Space and Recreation Committee

Finance Committee recommends approval.

Article 40 Explanation: This article is seeking to transfer six (6) Town-owned parcels from the Select Board to Conservation for protection. These parcels were removed from Warrant Article 31 of the 2025 fall Town Meeting because the DPW requested more time to review them. The DPW is now in favor of transferring these properties because there will be language in the deed allowing the DPW to install infrastructure such as, but not limited to, water, sewer and stormwater and supporting infrastructure if needed. This article serves the same purpose as 2025 Fall Town Meeting Warrant Article 31, which passed 133 votes in favor and 9 opposed. The Open Space and Recreation Commission voted unanimously to submit this article.

ARTICLE 41 - TO TRANSFER A PARCEL OF LAND KNOWN AS CIDERMILL PROPERTY TO THE SELECT BOARD FOR ACTIVE AND PASSIVE RECREATION, OPEN SPACE AND CONSERVATION PURPOSES

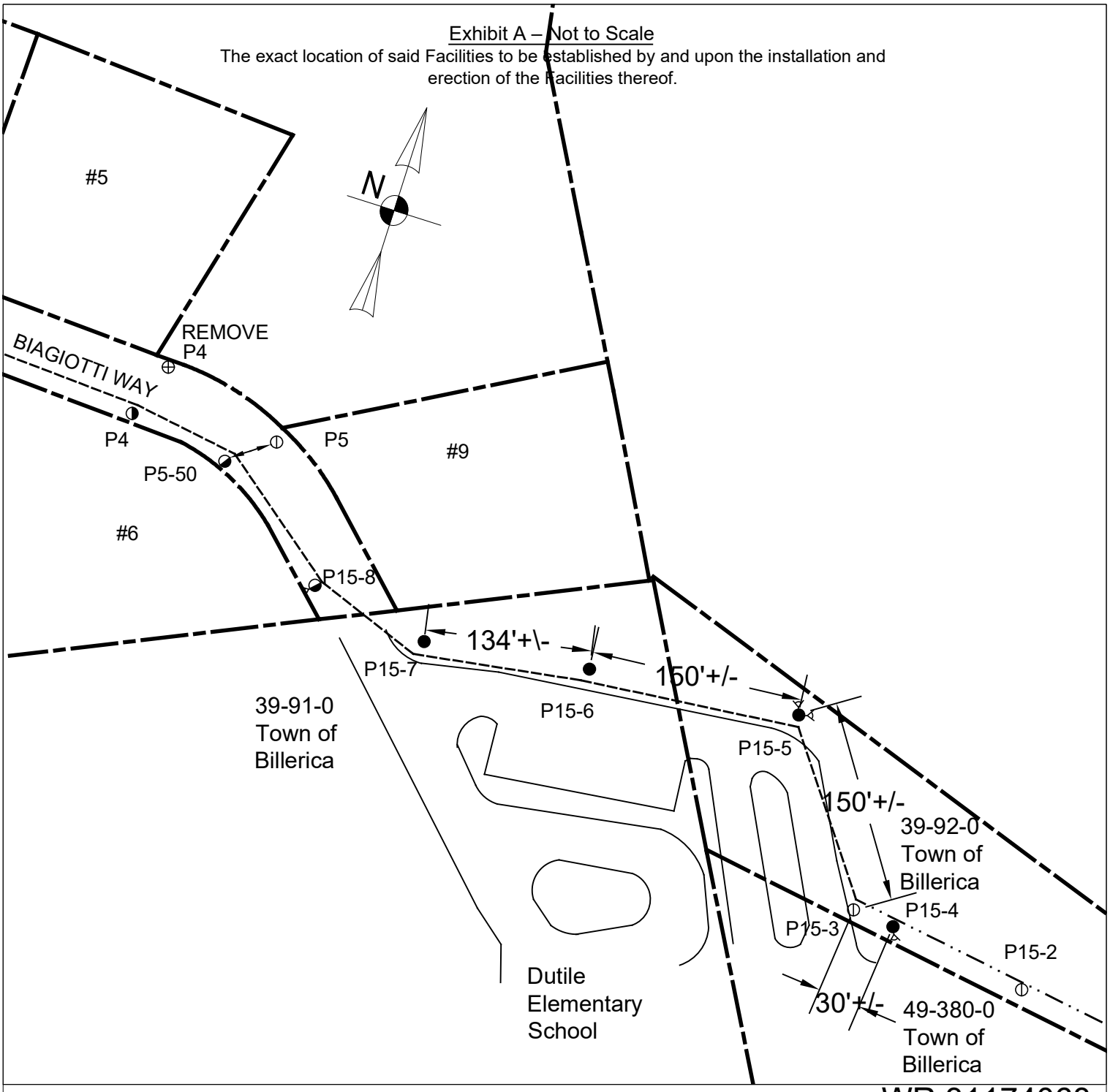
To see if the Town will vote, pursuant to G.L. Chapter 40, Subsection 15A, to transfer a certain parcel of land known as the Cidermill Property, located off of Andover Road, containing 41.03 acres, more or less, and described in a deed recorded with the Middlesex Registry of Deeds in Book 35347, Page 53, and also shown on Assessors Map 51 as Parcels 75-0, 60-27 and 54-3, to the Select Board for active and passive recreation, open space, and conservation purposes, including, but not limited to, the construction and installation of playground equipment, seating, bleachers, and buildings containing bathrooms, meeting space, and equipment-storage, as well as the installation of utilities and facilities necessary to support the uses allowed on the site, and whereby such parcel shall be subject to the protections of Article 97 of the Amendments to the Constitution of thee Commonwealth of Massachusetts and G.L. Chapter 3, Subsection 5A; or act in relation thereto.

Submitted by Daniel Darris-O'Connor, Select Board Member

Finance Committee recommends approval.

Exhibit A – Not to Scale

The exact location of said Facilities to be established by and upon the installation and erection of the Facilities thereof.



WR 31174068

ELECTRIC DISTRIBUTION EASEMENT

LEGEND

- EXISTING OVERHEAD WIRE
- PROPOSED J.O. POLE ON PRIVATE PROPERTY
- PROPOSED 3H OVERHEAD WIRE
- PROPOSED J.O. POLE PUBLIC WAY (SEE OH PETITION)
- ANCHOR LOCATION
- PROPERTY LINE
- EXISTING J.O. POLE IN PUBLIC WAY

Date: 10/7/25 Drawn By: S.STEEVES

DRAWING NOT TO SCALE. DISTANCES ARE APPROXIMATE.

nationalgrid

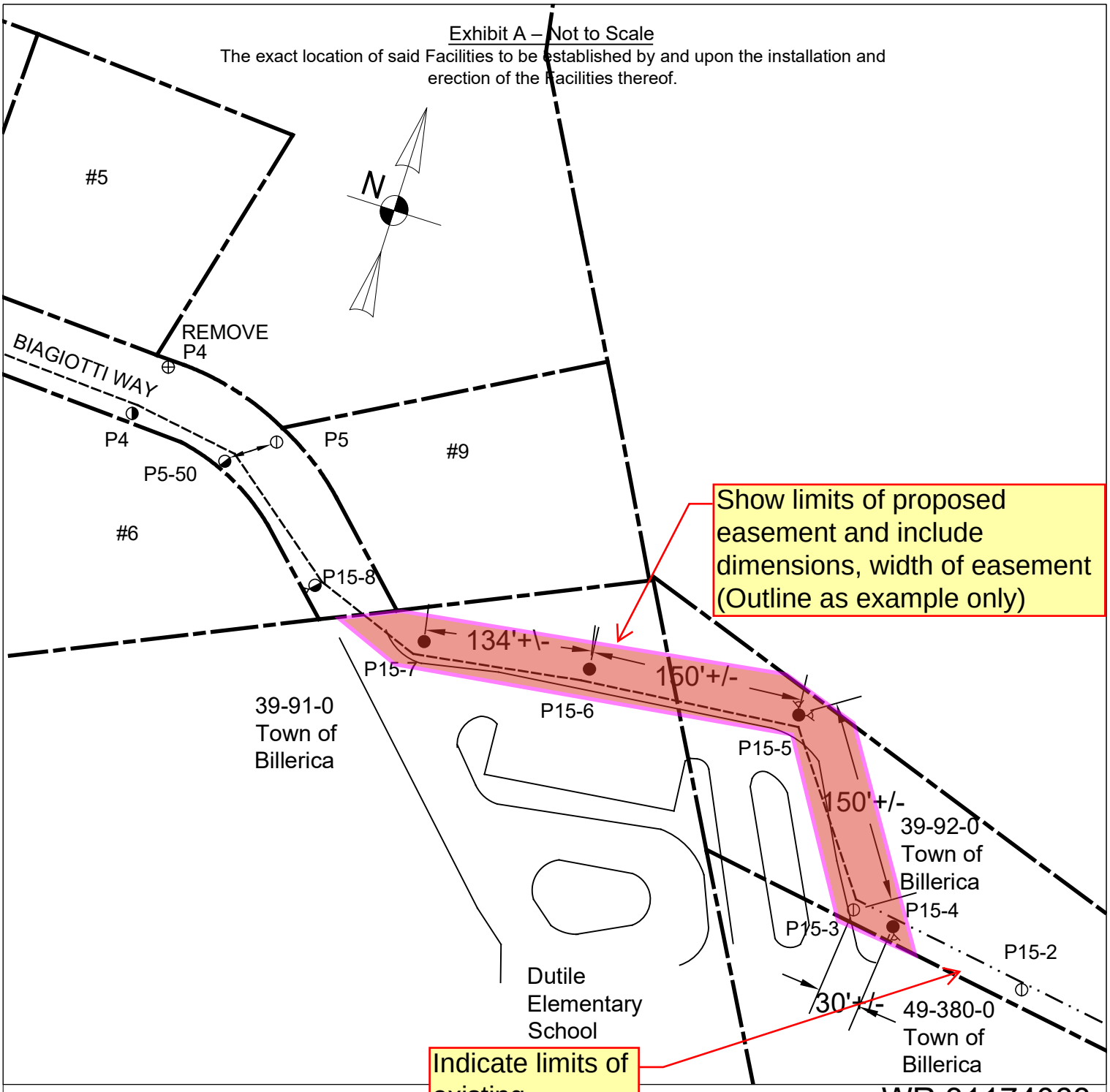
Owner(s):	Address:
	10 BIAGIOTTI WAY BILLERICA, MA

Sketch to Accompany Easement for:

Nationalgrid to install 4 new poles on private property in order to extend three phase overhead primary wire to feed new business customer at 155 Treble Cove Rd, Billerica, MA.

Exhibit A – Not to Scale

The exact location of said Facilities to be established by and upon the installation and erection of the Facilities thereof.



WR 31174068

ELECTRIC DISTRIBUTION EASEMENT

LEGEND

- EXISTING OVERHEAD WIRE
- PROPOSED J.O. POLE ON PRIVATE PROPERTY
- PROPOSED 3H OVERHEAD WIRE
- PROPOSED J.O. POLE PUBLIC WAY (SEE OH PETITION)
- ANCHOR LOCATION
- PROPERTY LINE
- EXISTING J.O. POLE IN PUBLIC WAY

Date: 10/7/25 Drawn By: S.STEEVES

DRAWING NOT TO SCALE. DISTANCES ARE APPROXIMATE.

nationalgrid

Owner(s):	Address:
	10 BIAGIOTTI WAY BILLERICA, MA

Sketch to Accompany Easement for:

Nationalgrid to install 4 new poles on private property in order to extend three phase overhead primary wire to feed new business customer at 155 Treble Cove Rd, Billerica, MA.

Department of Public Works – Engineering Division
Town Hall, 365 Boston Road, Billerica, Massachusetts 01821
PH: (978) 671-1300

Frederick W. Russell, PE, Director
Kelley J. Conway, PE, Town Engineer

MEMORANDUM

To: Christopher Dillon

From: DPW Engineering

Date: April 24, 2026

Re: Dutile School Electric - Easement Value

As part of the development of 205 Treble Cove Road, the Developer intends to obtain three-phase electricity from National Grid and this will require an easement through the Dutile School property that consists of the four parcels. The proposed easement will be approximately 15,000 square feet, located between the terminus of Biagiotti Way and the terminus of the existing overhead utility wires at an existing utility pole approximately 70 feet northeast of the northerly most corner of the school. The subject property is zoned Village Residence and the parcel size and land value are summarized in the table below.

Assessor's Data

Parcel ID	Area (acres)	Area (SF)	Land Value
39-91-0	7.4000	322,344	$ 405,000.00
49-380-0	5.9800	260,489	$ 397,700.00
38-92-0	1.7000	74,052	$ 59,700.00
39-7-1	9.8900	430,808	$ 419,200.00
TOTAL	24.97	1,087,693	$ 1,281,600.00

The following estimates have been prepared assuming a thirty-foot wide easement centered on proposed utility pole. The width has not been confirmed with National Grid. The attached plan shows the assumed limits of the proposed easement based on sketch of proposed utility work provided by National Grid. The proposed easement is shown as a dashed black line and proposed overhead wires are shown as a red dashed line.

Two estimates of the value of the easement have been prepared as shown below:

Estimate based on the current land value as indicated in the Assessor's database:

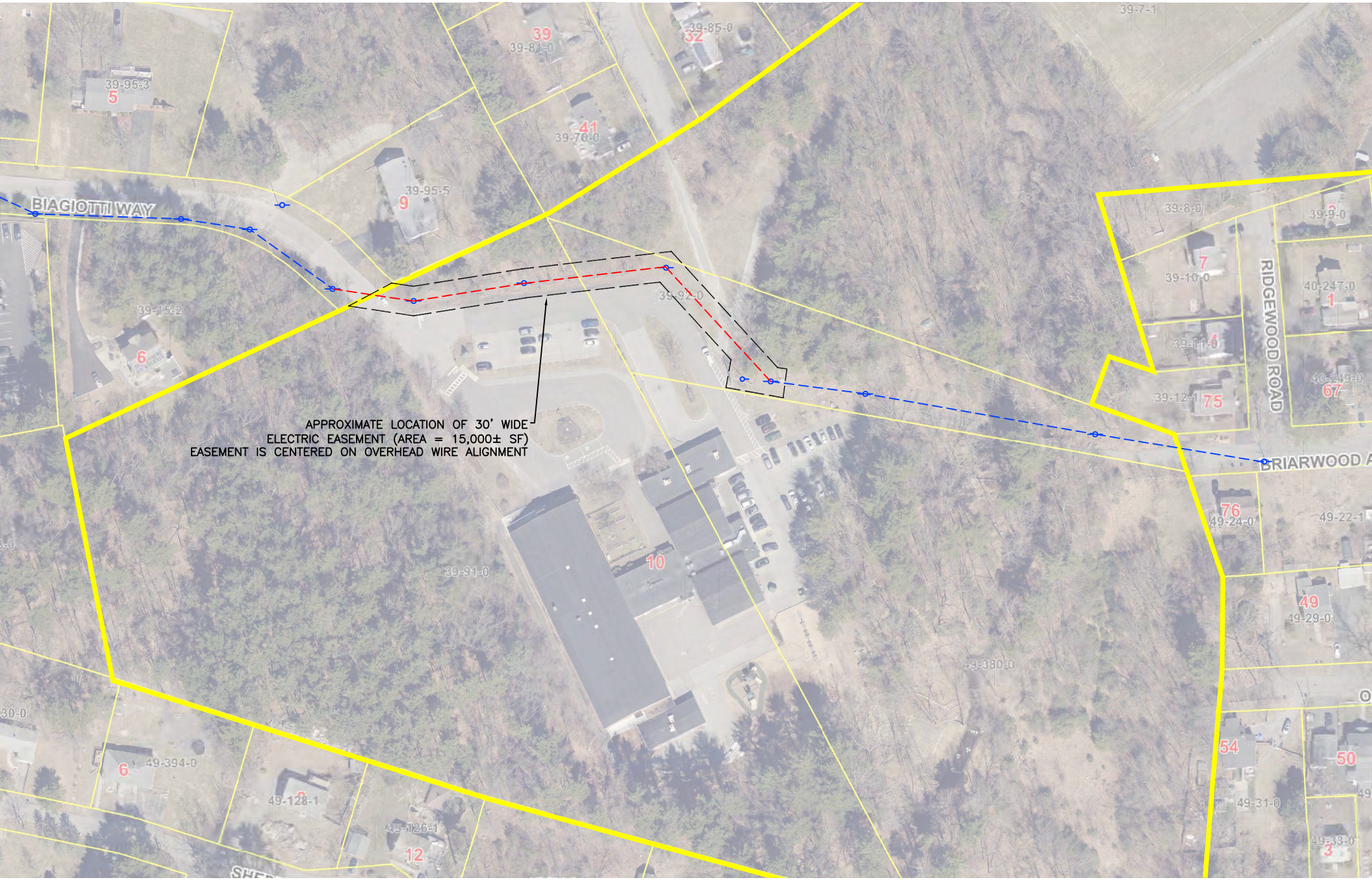
$1,281,600 ÷ 1,087,693 sf = $1.18 per square foot

15,000 sf x $1.18/sf = **$17,700.00**

The second estimate is based on method and value of recent appraisals for the Yankee Doodle Bike Path Project and Boston Road North TIP Project. The existing combined parcel size is 29.87 acres. (See appraisal for 6 Springs Road - $1.46 per square foot of land, and 376 Boston Road for percent of rights lost for PUE-15, utility easement damages @ 80 % rights lost) The permanent easement located on this comparable residential property was valued at 80 percent of the fee of $1.46 per square foot of land.

Estimate based on similar Yankee Doodle and Boston Road North TIP appraisals:

15,000 sf x 80% x $1.46/sf **= $17,520.00**


BIAGIOTTI WAY
RIDGEWOOD ROAD
APPROXIMATE LOCATION OF 30' WIDE
ELECTRIC EASEMENT (AREA = 15,000± SF)
EASEMENT IS CENTERED ON OVERHEAD WIRE ALIGNMENT
39-95-3
5
39
39-81-0
32
39-85-0
39-7-1
41
39-70-0
39-95-5
9
39-15-2
6
39-92-0
39-8-0
39-9-0
7
39-10-0
40-247-0
1
39-11-0
39-12-1
75
40-249-0
67
BRIARWOOD A
76
49-24-0
49-22-1
10
39-91-0
49
49-29-0
49-380-0
6
49-394-0
49-128-1
49-126-1
12
54
50
49-31-0
49-33-0
3

Town of Billerica, Massachusetts
First Amendment to the Agreement for Legal Services

THIS AGREEMENT is made this _____, by and between the TOWN of BILLERICA, a municipal corporation having a usual place of business at 365 Boston Post Road, Billerica, Massachusetts, hereinafter referred to as the "Town" and Harrington Heep LLP, having a usual place of business at 40 Grove Street, Suite 190, Wellesley, Massachusetts, hereinafter referred to as "the Firm."

WITNESSETH

Whereas, the Town and the Firm executed an agreement for Legal Counsel Services dated October 22, 2025 (the "Agreement"); and

Whereas, the Parties now desire to amend the Agreement to reflect a new billing and working relationship.

NOW, THEREFORE, the Town and the Firm agree to amend the Agreement as follows:

I. The Parties agree to revise Section 4(a) by adding the text shown in bold and underline and deleting the text shown in strikethrough, as follows:

a. Flat Fee. Starting ~~November 1, 2025~~ **May 1, 2026**, the Firm will provide legal services, including representation and legal opinions, of all general municipal matters listed below as part of a Flat Fee billing arrangement of **$186,000** ~~$156,000~~ annually, which shall be billed to the Town by the Firm in monthly installments of **$15,500** ~~$13,000~~ (the "Flat Fee"):

1. Municipal Finance, inclusive of legal guidance to the Board of Assessors;
2. Town Bylaws, Regulations, Policies;
3. Email, phone, and text consultation with the Town Manager and individuals authorized to communicate with the Firm pursuant to Section 1 of this Agreement;
4. Open Meeting Law, Public Records Law, and State Ethics Law, inclusive of guidance related to the drafting of public body meeting agendas and related motions, Open Meeting Law Complaints filed with the Attorney General's office, and appeals to the Supervisor of Public Records;
5. Procurement, contracts, and real estate matters, inclusive of leases or licenses related to the use of real property;
6. Affordable Housing;
7. Wetlands regulations~~, Oil and Hazardous Waste Contamination~~ and other environmental matters;
8. Election Law and procedures, excluding election recounts;
9. All licensing, which includes marijuana and liquor;
10. Land use matters, which includes zoning, planning, planning board, board of health and conservation, and zoning board of appeal;

11. Preparation for and attendance at all Town Meeting and Special Town Meetings;
12. Attendance at up to twenty four public body meetings per year. Attendance at more than 24 meetings per contract year will be billed at the Hourly Rate;
13. One weekly check in zoom call with the Town Manager lasting approximately one hour, on dates and times to be agreed upon; and
14. Training sessions, lasting no longer than four hours, combined, on topics of the Town's choosing.

II. The Parties agree to revise Section 5(b)(i) by adding the text shown in bold and underline, as follows:

b. Hourly Rate.

i. The following matters and costs are excluded from the Flat Fee and will be invoiced on a monthly basis to the Town at the Hourly Rate and Charges as set forth in Section 3.b.ii, below:

1. All litigation, arbitration, administrative appeals (e.g., DEP, ATB, DPU), and mediation;
2. Election recounts;
3. Any labor and employment matters, to the extent they are not handled by Labor Counsel;
4. All matters involving a permit application filed pursuant to G.L. c. 40B, including hearings and any administrative or court appeals;
5. Matters for which fees are required to be paid by permit applicants under G.L. c.44, §53G;
6. **Matters in which fees may be recovered from a party other than the Town, for example, betterments, fees associated with review of public records, negotiations of development agreements or grant of easements;**
7. **Real estate title exams;**
8. Negotiation of cable licenses and contracts and PEG grant agreements;
9. Complete zoning or general bylaw recodification or complete revision or complete Charter review and drafting; **and**
10. **Matters involving Oil and Hazardous Waste Contamination.**

III. The Parties agree to revise Section 12 by adding the text shown in bold and underline and deleting the text shown in strikethrough, as follows:

12. Contract Review: The Parties agree to review this Agreement ~~four months after its execution and on an as needed basis thereafter, inclusive of the Flat Fee.~~ **if at any time the three-month effective average hourly rate is less than $220 per hour or more than $290 per hour, and on an as-needed basis.**

IV. This Amendment shall take effect on May 1, 2026, and pertain to any work or services rendered by the Firm on or after such date.

[Signature Page to Follow]

The Town and Harrington Heep LLP have read this Agreement and agree to its terms and have signed it as our free act and deed.

Town of Billerica

_____
Jillian Pavidis, Chair

_____
John Burrows, Vice Chair

_____
Daniel Darris-O'Connor, Secretary

_____
Michael S. Rosa, Member

_____
Dina Favreau, Member

Date:_____

Harrington Heep, LLP

_____
Ivria Glass Fried
Harrington Heep LLP

Date:

MEMORANDUM

TO: Select Board

FROM: Christopher Dillon, Town Manager

SUBJECT: Town Manager's Report

DATE: April 24, 2026

Town Manager

Gazebo Survey

From March 20th to April 20th, an online survey was advertised to gain additional public comment regarding the desired next steps for the Town Common gazebo. Full results will be discussed at next agenda. Thank you to the 450 residents that provided comments and to the Planning Department and community leaders who helped circulate the survey.

Chapter 90 Funding

I have attached a letter we recently received from State Representative Mark Lombardo who informed us the Town of Billerica will be receiving $1,970,420 in Chapter 90 state funding as part of House Bill 5375 for local road and bridge repair. The bill still requires Senate approval and the governor's signature. This is in addition to our $2,000,000 allocated in our FY2027 budget.

Meeting with Businesses

This past week, I met with a business owner and staff regarding concerns he has with processes for approving businesses. It was a great meeting as I have heard from other businesses in Town the processes can be difficult in Billerica. This gentleman provided specific examples as to the challenges they have experienced in recruiting businesses to fill open spaces in their properties.

This next week, I will be meeting with additional staff on what we can do to help businesses as they navigate our procedures and will report back to the board over the summer on what we have changed and what still needs to be modified moving forward.

Vacation

On page 3 of my contract, it states:

> *"The Town Manager shall be allowed to carry over from one fiscal year to the next unused vacation benefit time of up to, but not exceeding, five (5) days in total. The Town Manager shall provide written notification to the Select Board, prior to may 1st of each fiscal year, of his intention to carry over any vacation benefit time into the next fiscal year."*

Please accept this as notification of my intention to carry over five (5) days of vacation time from fiscal year 2026 to fiscal year 2027. Additionally, I want to notify the board of my intention to take a few

days off after Town Meeting the end of May and some days here and there in June. Also, I am scheduled for a couple weeks' vacation next fiscal year (2027) the week of July 6-10th and July 27-31st.

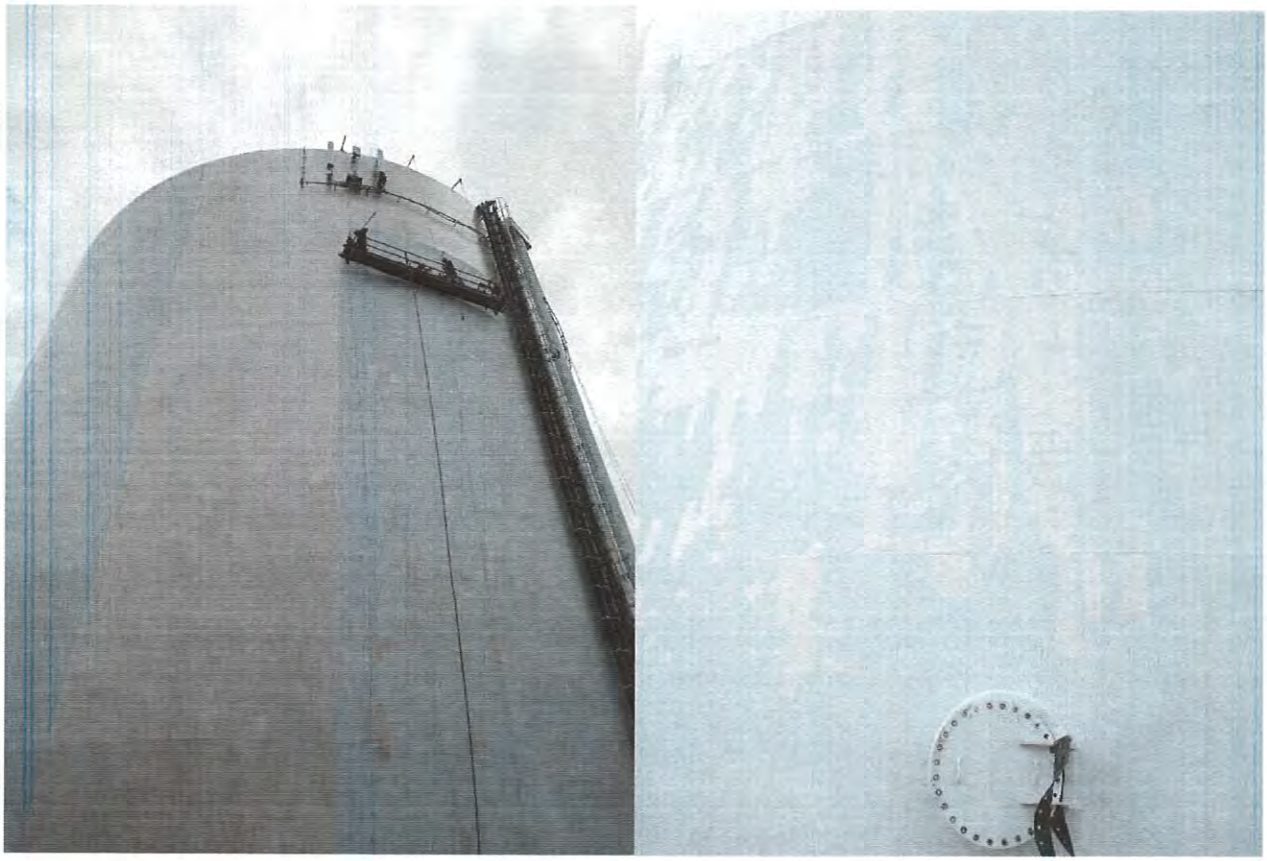
Department of Public Works

Engineering

Yankee Doodle Bike Path: April 28-29, Barletta is tentatively planning on mobilizing to begin creating access areas at the Concord Road (at Middlesex Turnpike) & Middlesex Turnpike (at the proposed parking lot across from the National Grid electrical substation). This work is in anticipation of the proposed tree clearing (and subsequent erosion/sediment controls) scheduled the week of May 4, 2026. All tree clearing, for now, is to take place between Concord Road & Orchard Road. No trees on Astrig Way will be observed until all parties have approved the new layout/design for the bike path.

Water

1. Tower Farm Storage Tank: The work is progressing well. I am very pleased with the work of the contractor and Tighe and Bond.
    a. Tank Drainage went exceedingly well, with coordination with both treatment and distribution staffs
    b. The outside work that has been completed:
        i. Full power washing
        ii. Full spot sanding and painting
        iii. First full primer coat completed
    c. Inside work completed:
        i. Cleaning of sediment from the bottom only took half of a day due to it being cleaner than expected or planned for
        ii. Sanding Blasting of the interior of the tank is 2/3rds complete
    d. Contractor has been accommodating; they have two crews working conjointly. They focused both crews first on getting outside as far along as possible before the rainy week. Then focuses the same two crews on the inside while rain, wind and temperature hinder the outside work.
2. Ozone Strainer Repair: The ozone strainer went beyond our ability to clean of repair; it was removed for rehab/rebuild by manufacturer and has been reinstalled. Ozone has resumed operation
3. Raw Water VFD: arrived sooner than expected and contractor onsite for the installation:
    a. VFD #3 (the inoperable VFD) has been replaced with the new VFD and is now in service.
    b. VFD #2 (the oldest remaining VFD) has been installed and is in place, however it is not in service yet due to a broken control board arriving. The replacement board is in the contractor's possession and is scheduled to be installed on Wednesday 4/29/2026.
4. Meter Program: is ramping up after the winter limiting the contractor to endpoints only. The team is pivoting to concentrating to full meter installations as the circumstances will allow. I believe meter total program 60% complete.
    a. Staff overcoming significant hurdles (Distribution and Meter groups)
5. Metering/Billing System Improvement:
    a. Communication Health: Overall rating 97% (single best is 99%)
        1. Improvements 2023: 93% of 14,250 meters
        2. increased improvement of 4% while adding 1,150 working meters
    b. Device Health: Overall rating 98% (single best is 99%)
        1. Improvements 2023: 93% of 14,555 endpoints
        2. increased improvement of 6% while adding 980 working devices
    c. Billing Status: Overall rating 97% (single best is 97%)



Wastewater
We are continuing to move forward on several projects so not much that is brand new here, just continued progress towards the Division's goals:

- The appeals for SRF funding on the Brown Street Force main project were unsuccessful. The town did everything within its power including letters from Marc Lombardo, Chris Dillon, and DPW along with attending the public hearing conference call. MBTA did not send treat this matter in an urgent manor, finally getting back to us weeks after the appeal. Design work on the force main has continued and is close to completion.

- The Wastewater Division, DPW, Engineering and ECT (Environmental Consulting & Technology) are working on proposed revisions and refinement of the current town sewer regulations. It has been several years since a major revision.

- We are currently seeing around 1 million gallons a day of Inflow and Infiltration as the snow has been melted for weeks now. Weather has been relatively dry otherwise for a spring. We were seeing as much as 3 Million Gallons per day of Infiltration and Inflow this spring.

- We are halfway through the I&I rehabilitation project approved in 2024. Snow has slowed work down due to several manholes being buried in easements as well as the snow emergencies themselves making it difficult to perform the remaining work. We are still in good shape since National Watermain started quickly after being awarded the project.

- We were just informed that Billerica has received a grant for loan forgiveness on this project, the dollar amount is $63,357. We are awaiting further communication on this loan adjustment.
- Work should resume soon

- The New Atlas Copco Blower is officially installed, integrated with SCADA and running

- Design on the Admin and Sludge building roof replacements has started with Weston and Sampson

- Research and planning are continuing to move forward on converting from emulsion style polymer to dry polymer for the phosphorus removal unit known as "comag" in the plant. This is better for the environment and over time dry polymer is cheaper than the emulsion style.

- Darby and Waterview Pump Station design work has started

- Rehabilitation of sewer on Lowell St. made the SRF funding IUP list that was just released.

The Commonwealth of Massachusetts

HOUSE OF REPRESENTATIVES
STATE HOUSE, BOSTON 02133-1054

MARC T. LOMBARDO
REPRESENTATIVE
22ND MIDDLESEX DISTRICT
BILLERICA

Marc.Lombardo@MAhouse.gov

STATE HOUSE, ROOM 443
TEL. (617) 722-2460
FAX. (617) 722-2353

April 15, 2026

Christopher Dillon
Town Manager
365 Boston Road
Office #201
Billerica, MA 01821

Dear Chris,

I am writing to let you know that today the House of Representatives approved a $1.4 billion transportation infrastructure bond bill; The total FY27 Apportionment Billerica will receive is $1,970,420.30 in Chapter 90 state funding for local road and bridge repair.

Chapter 90 funds can be spent on a variety of municipal roadway projects, including resurfacing, drainage, sidewalks, guardrails, traffic control, and right of way acquisition as well as street lighting. This funding can also be used for bikeways, landscaping and tree planting, and purchasing and maintaining certain road building machinery, equipment and tools.

House Bill 5375 now moves to the Senate for its consideration as this bill still requires Senate approval and the governor's signature before it can take effect.

I will keep you apprised of the Senate vote and willing the bill can be signed by the Governor and this funding can be finalized. Please do not hesitate to contact me or my office for any additional information regarding this funding.

Sincerely,

MARC T LOMBARDO
State Representative

The Town Manager shall not take more than five (5) consecutive vacation days without prior written request to and written approval of such extended vacation by the Chair of the Select Board. The Town Manager shall, furthermore, provide the Chair of the Select Board with 24 hours' written notice of his intention to use any vacation benefit.

The Town Manager may, at his election, receive pay in each fiscal year subject to this Agreement in the amount equivalent to his unused vacation benefit, up to a maximum of five (5) days. At the time of termination of his employment, the Town Manager shall be compensated for all accrued but unused vacation leave at the then current wage rate being earned by the Town Manager at the time of termination of employment.

The Town Manager shall be allowed to carry over from one fiscal year to the next unused vacation benefit time of up to, but not exceeding, five (5) days in total. The Town Manager shall provide written notification to the Select Board, prior to May 1st of each fiscal year, of his intention to carry over any vacation benefit time into the next fiscal year. Failure to the Town Manager to provide said required notification shall void his right to carry over vacation benefits.

d. Sick Leave Benefit:

The Town Manager shall be entitled to a sick leave benefit in an amount equal to, but not in excess of, fifteen (15) days per fiscal year. The Town Manager shall be allowed to accumulate and carry over up to, but not exceeding, seventy (70) sick leave benefit days. In the event that the Town Manager utilizes all of his accumulated sick leave benefit time for illness, the Select

150 hrs or 4 weeks

To: Mr. Christopher Dillon, Billerica Town Manager

From: Werner F. Gossels

Date: April 22, 2026

RE: Suggested Improvements

Not long ago we attended a meeting here in Billerica Town Hall to discuss what Billerica officials could do to help attract businesses to open in Billerica. I requested this meeting as my response to that question.

Please streamline the Town's involvement in the occupancy process for welcoming new businesses.

1. For those businesses that are permitted as of right by the zoning by-laws, allow them to occupy their leased premises immediately after they submit their letter of intent,
2. For those businesses requiring a special permit, encourage the permit granting authority to streamline its procedures so that they issue their decision within 7 days of the vote and allow occupancy immediately after the 20 day appeal period.
3. Issues that now interfere with occupancy should be resolved between the Town and the property Owner without delaying the new business's ability to begin setting up.
4. When an applicant applies for a re-occupancy permit, the Building Department should expedite the permit by making sure that each department issues its approval concurrently within 7 business days.
5. When issues take longer, the follow up by the Building Department must communicate what needs to be done to move forward.
6. When a Building Permit or Occupancy permit is issued, a copy should be sent to the property Owner.
7. Return to normal procedure to hold store owners accountable for their own water/sewer meters.

I have begun this meeting with what I consider the solution to what is now an enormous hurdle that new businesses have to overcome.

At the present time, the re-occupancy procedure that precedes issuing an occupancy permit, encourages a veto from every department in the Town with serious consequences to the applicant and nothing to encourage the vetoer to act quickly.

My experience has been that the issue causing the veto is not necessarily related to the applicant's business. In fact, the veto has been used to pressure property owners.