

SELECT BOARD MEETING AGENDA
FEBRUARY 9, 2026
Dennis Ready Meeting Room 204
Town Offices, 50 Billerica Road
Chelmsford, MA 01824

This hybrid meeting will be held in person and via Zoom. Members of the public may attend the meeting in person, or watch live at chelmsfordtv.org/livestream, at youtube.com/@ChelmsfordtvOrg, on Comcast channel 6, or on Verizon channel 37.

Members of the public will be granted Zoom access solely for participation in the Public Input and Public Hearing portions of the agenda. To obtain the Zoom link, please email your request, including your name, address, and the agenda topic on which you wish to provide input, to tmoffice@chelmsfordma.gov by 12:00 PM (noon) on the day of the meeting. If attending virtually, please join the meeting 10 minutes early.

Please note that while an option for remote attendance and/or participation is being provided as a courtesy, the meeting/hearing will not be suspended or terminated if technological issues interrupt remote access.

1. 6:00 PM CALL TO ORDER – NOTIFICATION OF LIVE BROADCAST

2. PUBLIC SERVICE ANNOUNCEMENTS

- New Sharps Disposal Schedule
- 2026 Dog Licensing
- 2026 Annual Town Census
- Nomination Papers Available for the April 7th Spring Annual Town Election

Documents:

[2026 SHARPS FLYER.PDF](#)
[DOG LICENSE PSA.PDF](#)
[2026 TOWN CENSUS PSA.PDF](#)
[RUN FOR LOCAL OFFICE 2026.PDF](#)

3. GENERAL PUBLIC INPUT

- In accordance with Select Board Policies section 1-2.8, speakers will be limited to no more than three (3) minutes. Speakers may not cede their time to others unless required as a reasonable accommodation because of a disability. Total time for General Public Input shall be limited to no more than thirty (30) minutes.

4. COMMITTEE VACANCIES

Documents:

[COMMITTEE VACANCIES AS OF 2026-2-09.PDF](#)

5. PUBLIC HEARINGS

- National Grid and Verizon Pole Petition: North Rd
- All Alcoholic Beverages Restaurant License: House of Charoen, LLC, DBA Udomsuk Thai Kitchen and Bar, 313 Littleton Rd, Unit 2
- All Alcoholic Beverages License Amendment: Alteration of Premises and Pledge of License: Kanissa Inc. DBA Chelmsford Wine and Spirits, 133 Princeton St

Documents:

[POLE PETITION - NORTH RD.PDF](#)
[HOUSE OF CHAROEN - ALCOHOL LICENSE.PDF](#)
[KANISSA INC - LICENSE AMENDMENT.PDF](#)

6. REQUESTS FOR MONUMENTS/MEMORIALS – RENAMING THE FOOD PANTRY IN HONOR OF SANDY DONOVAN

Documents:

[MEMORIAL REQUEST - SANDY DONOVAN.PDF](#)

7. DISCUSSION - EARMARK REQUESTS FOR STATE DELEGATION

Documents:

[HOUSE EARMARK REQUESTS FY26.PDF](#)

8. TOWN MANAGER BID AWARDS

- Town Offices and Senior Center Elevator Modernization Project

Documents:

[1.22.26_BID_AWARD_MEMO.PDF](#)
[TO_AND_SC_ELEV_GENERAL_BID_TAB.PDF](#)

9. TOWN MANAGER REPORTS

- Massachusetts Attorney General's Office Approval of 2025 Fall Annual Town Meeting General and Zoning Warrant Articles
- Draft Warrant for 2026 Spring Annual Town Meeting
- Town Manager's Proposed Fiscal Year 2027 Operating and Capital Budgets
- Employee and Retiree Health Insurance Claims Update
- Massachusetts Department of Environmental Protection's Superseding Order of Conditions for Freeman Lake Aquatic Management Program
- Southwell Boat Ramp Replacement Project State Bid Results
- Monthly Double Pole Report
- Police Chief Retirement

Documents:

[CHELMSFORD12065FA__APP.PDF](#)
[2026_SPRING_ATM_LIST_OF_WARRANT_ARTICLES.PDF](#)
[2026_SPRING_ANNUAL_TOWN_MEETING_WARRANT.PDF](#)
[FY27_BUDGET_PRESENTATION_02-05-26.PDF](#)
[FY27_TOWN_MANAGER_BUDGET_-_FEBRUARY_5_2025.PDF](#)
[FY27_TOWN_MANAGER_SEWER_ENTERPRISE_BUDGET_-_FEBRUARY_5_2025.PDF](#)
[FY27_TOWN_MANAGER_STORMWATER_ENTERPRISE_BUDGET_-_FEBRUARY_5_2025.PDF](#)
[FY27_TOWN_MANAGER_PEG_ACCESS_ENTERPRISE_BUDGET_-_FEBRUARY_5_2025.PDF](#)
[CHELMSFORD_LRB_1223-1125_DETAIL_FINAL.PDF](#)
[CHELMSFORD_GLP-1_DRUGS_UTILIZATION_2025.PDF](#)
[SOC_129-0967_FREEMAN_LAKE_DEP_SUPERSEDING_OOC_JANUARY_2026.PDF](#)
[BID_SUMMARY_CHELMSFORD.PDF](#)
[FEB_DOUBLE_POLE_REPORT_SPREADSHEET.PDF](#)
[FEBRUARY_2026_DOUBLE_POLE_REPORT_.PDF](#)
[RETIREMENT_OF_POLICE_CHIEF.PDF](#)

10. TOWN MANAGER APPOINTMENTS

- Bicycle and Pedestrian Committee: Kevin Baxter, unexpired 3-year term ending 6/30/2026
- Community Preservation Fund Committee: David Hamilton, 3-year term ending 6/30/2028
- Council on Aging Board, Mindy Rosen, 3-year term ending 6/30/2028
- Historic District Commission Alternate Member, Marie Cumming, unexpired 3-year term ending 6/30/2027
- Holiday Decorating Committee Re-appointment: John Floria, 1-year term ending 6/30/2026
- Vinal Square Strategic Action Plan Committee: Adam McCusker, 3-year term ending 6/30/2026

Documents:

[BPAC_-_BAXTER.PDF](#)
[CPC_-_HAMILTON.PDF](#)
[COUNCIL_ON_AGING_-_ROSEN.PDF](#)
[HIST_DIST_-_CUMMING.PDF](#)
[HOLIDAY_-_FLORIA.PDF](#)
[VINAL_SQUARE_-_MCCUSKER.PDF](#)

11. MEETING MINUTES

- Select Board Regular Meeting Minutes 1-12-2026

Documents:

[01-12-2026_SB_MINUTES_DRAFT_2.PDF](#)

12. SELECT BOARD MEMBER LIAISON REPORTS AND REFERRALS

NEXT REGULAR MEETING DATE: February 23, 2026

NOW ON THURSDAYS!

MEDICAL SHARPS WASTE DROP-OFF DAY

FOR CHELMSFORD RESIDENTS

**Did you know that throwing your medical sharps in the trash is
dangerous AND against the law?**

**Help us keep our community safe by
disposing your sharps properly!**



Drop off dates:

MARCH 12, 2026

JUNE 11, 2026

SEPTEMBER 10, 2026

DECEMBER 10, 2026



**NO LOOSE
NEEDLES**

**Sharps accepted on the above dates
between 9 am - 4 pm only.**

Drop off Location:

**Chelmsford Health Department
50 Billerica Rd.**

What's included

**Needles, syringes, lancets, auto injectors, injection pens, infusion sets, or
connection needles/sets**

Important information

***Rigid plastic containers with lid such as laundry detergent bottles, bleach
bottle, plastic coffee container, or sharps container will be accepted.***

Tape lid securely. Container must be at least 3/4 full

Registration NO longer required

Residents only

2026 DOG LICENSING

Every 2025 dog license expires on December 31st.

Licensing for 2026 begins on December 1st!

Up-to-date Rabies vaccination required to license; please provide a Rabies certificate at time of licensing.

Renewals: Previously licensed dogs can renew online, by mail, or in the town clerk's office.

NEW Dogs: Register by mail with a check or in the town clerk's office.

Fee: \$20 for a spayed/neutered dog or \$25 if unaltered.

LATE FEES go into effect starting on March 1st. \$5 per month will be added to the initial tag fee through June 1st.

CITATIONS go into effect starting on June 15th. Citations are an additional \$50 to the initial tag and late fees.

More info and link to online license renewal: <https://chelmsfordma.gov/249/Dog-Licenses>





TOWN OF CHELMSFORD
50 Billerica Road
Chelmsford, MA 01824-2777
(978) 250-5200
www.chelmsfordma.gov

2026 ANNUAL TOWN CENSUS

The 2026 Annual Town Census will be mailed to every household by January. Participating in the town census keeps our voting list up to date. Returning your town census keeps you ACTIVE on the voting list and eliminates the need to step out of line at the polls to sign an affirmation that you still live at that address. Even if you are not a registered voter, responding to the census will ensure that the Town Clerk's Office can provide you with proof of residency. An accurate count of residents in Chelmsford assists in providing better municipal services.

***Online Response* You will be able to respond online if there are no changes to your census form!**

GET INVOLVED

RUN FOR LOCAL OFFICE

**NOMINATION PAPERS TO RUN FOR LOCAL OFFICE AVAILABLE THROUGH
THURSDAY, FEBRUARY 12TH IN THE TOWN CLERK'S OFFICE**

OPEN SEATS

TOWN-WIDE OFFICE

(50 CERTIFIED SIGNATURES)

Select Board: 1 Seat, 3 Years
1 Seat, 1 year

School Committee: 2 Seats, 3 Years

Town Moderator: 1 Seat, 3 Years

Housing Authority: 1 Seat, 5 Years

Planning Board: 2 Seats, 3 Years

Board of Health: 1 Seat, 3 Years

Library Trustees: 3 Seats, 3 Years

Cemetery Commission: 1 Seat, 3 Years

TOWN MEETING REPRESENTATIVE

(10 CERTIFIED SIGNATURES)

ALL PRECINCTS: 5 Seats, 3 Years

UNEXPIRED TERMS

Precinct 5: 1 Seat, 1 Year

Precinct 6: 1 Seat, 1 Year



Committee Vacancies as of 2/09/2026

Age-Friendly Implementation Committee

- *(1) unexpired 3-year term ending 6/30/2027*

Agricultural Commission

- *(1) unexpired 3-year term ending 6/30/2026*

CCA/Town Hall Advisory Committee

- *(1) 3-year terms ending 6/30/2028*

Clean Energy and Sustainability Committee

- *(1) 3-year terms ending 6/30/2028*

Commission on Disabilities

- *(1) unexpired 3-year term ending 6/30/2026*
- *(2) unexpired 3-year terms ending 6/30/2027*
- *(2) 3-year terms ending 6/30/2028*

Conservation Commission

- *(1) 3-year term ending 6/30/2028*

Council on Aging Board

- *(1) unexpired 3-year term ending 6/30/2026*

Cultural Council

- *(1) 3-year term ending 6/30/2028*

Historical Commission

- *(1) 3-year term ending 6/30/2028*

Holiday Decorating Committee

- *(4) unexpired 1-year terms ending 12/31/2026*

Military Community Covenant Task Force

- *(1) unexpired 3-year term ending 6/30/2026*

Parade Committee

- *All Applicants Welcome – 1-year terms ending 7/31/2026*

Committee Application:

If you are interested in serving on a town board or committee, please complete an [on-line application](#) available on the town website.

For more information, please contact the Town Manager's Office at (978) 250-5202 or TMoffice@ChelmsfordMA.gov.



December 9, 2025

To the Board of Selectmen - Chelmsford, 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:

Nicholas Spooner (781) 384-2312 or nspooner@cpteng.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 – Nicholas Spooner (781) 384-2312 or nspooner@cpteng.com

PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

North Andover, Massachusetts

To The Board of Selectmen
Of Chelmsford, 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:

North Road - National Grid to install 1 JO pole on North Road beginning at a point approximately 171 feet Northwest of the centerline of the intersection of North Road and Manwell Road. National Grid will install new pole, P69-50 at approximately (42.615378, -71.362501), Chelmsford, 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 – North Road - Chelmsford, Massachusetts.

No.# 31244236

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 *fb* _____
Manager / Right of Way

PETITION SKETCH
TOWN OF CHELMSFORD
MIDDLESEX COUNTY

196 NORTH RD
Lot: 39_160_9
Lands of
DENAULT QUYEN N

200 NORTH RD
Lot: 39_160_5
Lands of ROURKE LEANNE

206 NORTH RD
Lot: 39_160_2
Lands of
MIRINGU DAVID
KAMUNYO



Legend

-  Proposed JO Pole
-  Existing JO Pole
-  Center Line
-  Property Line
-  Driveway
-  Edge of Pavement

North Rd



197 NORTH RD
Lot: 39_132_32
Lands of CRAWFORD
KATIE E

205.1 NORTH RD
Lot: 39_132_30
Lands of 205 NORTH ROAD
REALTY TRUST

The exact location of said facilities to be established by and upon the installation and erection of the facilities thereof.

ControlPoint
TECHNOLOGIES

Designer: Nicholas Spooner
ControlPoint Technologies, Inc.
200 Ledgewood Place, Rockland, MA 02370
781-384-2312

nationalgrid

Petition Sketch for Pole 69-50
North Rd
Chelmsford, MA
WR# 31244236

Not To Scale
Distances are
Approximate

Drawn By:
NS

Sketch #
31244236

DATE
11/19/2025

SHEET
1 OF 1



**MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT**

Town of Chelmsford, MA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 06/06/2023
Data updated Daily

Print map scale is approximate.
Critical layout or measurement
activities should not be done using
this resource.

December 9, 2025

Questions contact – Nicholas Spooner (781) 384-2312 or nspooner@cpteng.com

ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

To the Board of Selectmen - Chelmsford, 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 20th day of November, 2025.

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 – North Road - Chelmsford, Massachusetts.

No.# 31244236

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:

North Road - National Grid to install 1 JO pole on North Road beginning at a point approximately 171 feet Northwest of the centerline of the intersection of North Road and Manwell Road. National Grid will install new pole, P69-50 at approximately (42.615378, -71.362501), Chelmsford, 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

ENGINEERING 978-250-5228
FACILITIES 978-250-5270
HIGHWAY 978-250-5270



PARKS 978-250-5228
SEWER 978-250-5233
STORMWATER 978-250-5228

DEPARTMENT OF PUBLIC WORKS

9 Alpha Road
Chelmsford, MA 01824

Christine Clancy, P.E.
Director of Public Works/Facilities

Telephone: 978-250-5228
Fax: 978-250-2416

Memorandum

January 23, 2026

To: Chelmsford Select Board

From: Anthony Reppucci, PE – Town Engineer

RE: Pole Petition (69-50) – 20 Alpha Road

Dear Board members,

This office has reviewed the pole petition for the above referenced location. Based on our review of the National Grid plan 31244236 dated November 19, 2025, the submitted petition and field observations of proposed location, this office has no concerns with the petition.

If you have any questions, please contact this office at (978) 250-5228.



SELECT BOARD
Town Offices
50 Billerica Road
Chelmsford, MA 01824-2777

Phone: (978) 250-5202

To: Abutters of Proposed Plan at North Rd
From: Select Board
Subject: National Grid & Verizon Pole Petition
Date: January 29, 2026

Notice is hereby given that a Public Hearing will be held by the Select Board on **Monday, February 9, 2026 at 6:00 p.m.** in Room 204 of the Town Offices at 50 Billerica Rd. on the petition of National Grid and Verizon New England, Inc. for permission to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way as requested in petition of said Company dated the 9th day of December 2025.

North Road:

North Road – National Grid to install 1 JO pole on North Road beginning at a point approximately 171 feet Northwest of the centerline of the intersection of North Road and Manwell Road. National Grid proposes to install new pole P69-50 at approximately (42.615378, -71.362501), Chelmsford MA

Location approximately as shown on plan attached.

The agenda for this meeting will be **posted on the Town's website at www.chelmsfordma.gov by 4:00 PM on Thursday, February 5, 2026.** Both in-person and remote public participation will be permitted for this public hearing. To request virtual meeting information please contact the Town Manager's Office by Noon on February 9th.

Please contact the Town Manager's office at 978-250-5202 or TMoffice@chelmsfordma.gov with any questions.

enc: plan #31244236
cc: National Grid



SELECT BOARD
Town Offices
50 Billerica Road
Chelmsford, MA 01824-2777
(978) 250-5202

January 20, 2026

Apitchaya Boonawong
House of Charoen LLC
313 Littleton Rd, Unit 2
Chelmsford, MA 01824

SENT VIA EMAIL

Dear Apitchaya Boonawong,

Notice is hereby given that the Select Board will conduct a public hearing on the application for an All Alcoholic Beverages Restaurant License for House of Charoen LLC DBA Udomsuk Thai Kitchen and Bar exercised on the premises at 313 Littleton Rd, Unit 2. This hearing will take place at **6:00 PM on Monday, February 9, 2026, at the Town Offices, 50 Billerica Road, Room 204**. It is required that the applicant or a representative attend this hearing. You may participate in person or virtually via Zoom. If you would like to participate via zoom, please request the Zoom Link via email (TMOoffice@chelmsfordma.gov) no later than 12:00pm (noon) on February 9th.

Advertisement of this public hearing will appear in the Lowell Sun on January 29th. Enclosed please find a list of abutters prepared by the Board of Assessors. **It is required that the applicant notify the owners of all property that abuts 313 Littleton Rd within three days of the publication of the advertisement, by Certified Mail, Return Receipt Requested.** You may use a copy of the legal ad enclosed and photocopy it for notice to the abutters. The white mailing receipts and green return receipt cards must be presented to the Board prior to or at the time of the hearing.

If you have any questions, please contact me at (978) 244 3302 or JGeraghty@chelmsfordma.gov.

Sincerely,

James Geraghty
Operations Assistant

NEW ON-PREMISES ALCOHOL LICENSE

Licensee: House of Charoen LLC

ABCC Requirements

- Monetary Transmittal Form
- \$200 fee via ePay
- New Retail Application
- Manager Application
- Vote of the Entity
- Business Structure Documents
 - o If Sole Proprietor, Business Certificate
 - o If Partnership, Partnership Agreement
 - o If Corporation or LLC, Articles of Organization from Secretary of the Commonwealth
- CORI Authorization(s) *for each individual with financial or beneficial interest AND one for the proposed manager*
- Proof of Citizenship for proposed manager
- Supporting Financial Records *for all financing and or loans, including pledge documents*
- Legal Right to Occupy *lease or deed*
- Floor Plan
- Abutter Notification
- Advertisement
- Management Agreement (if applicable)

Additional Town Requirements

- Current Business Certificate (if required by M.G.L. c.110 §5)
- Application for License – General
- ^{N/A} Application for Common Victualler License
- Departmental Review Sheet

NA Entertainment License Application (if applicable)

Advertisement Fee

\$150 Filing Fee

Complete J. Geraghty

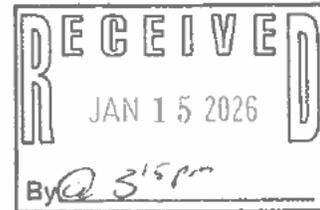
Incomplete _____

Required Prior to Issuance

- Workers Compensation Insurance Affidavit
- Workers Compensation Insurance Certificate
- Liquor Liability Insurance Certificate
- Tax Compliance Affidavit
- TIPS Certificate for license manager
- Crowd Manager Certification (if applicable)
- Annual License Fee (prorated by quarter year)



SELECT BOARD
Town Offices
50 Billerica Road
Chelmsford, MA 01824-2777
(978) 250-5202 FAX: (978) 250-5252



APPLICATION FOR LICENSE

INFORMATION TO BE FURNISHED BY APPLICANT – GENERAL

1. Type of License Applied for Section 12 On-Premise (Restaurant)
2. Official Name on License House of Charoen LLC
3. D/B/A/ (if applicable) Udomsuk Thai Kitchen and Bar
4. Address of Establishment 313 Littleton Road, Unit 2, Chelmsford, MA 01824
5. On Premises Phone Number (978) 250-9509
6. Manager's Name, Address and Home Phone # Apitchaya Boonyawong
44 Boston Road, Unit 101, Chelmsford, MA 01824; (781) 492-3532
7. Hours of Operation Requested:
Weekdays Monday, Thursday, Friday: 11:30AM - 9:30PM; Tuesday - Closed; Wednesday: 11:30AM - 9:30PM;
Saturday: 12PM - 9:30PM
Sundays 12pm - 8pm
8. Seating Capacity 84



SELECT BOARD
 Town Offices
 50 Billerica Road
 Chelmsford, MA 01824-2777

Phone: (978) 250-5202

DEPARTMENTAL REVIEW SHEET
FOR SELECT BOARD LICENSE APPLICATIONS

Please complete this form and attach the floor or parking plan, if required. Submit this form with your complete application packet to the Select Board office, and departmental comments will be obtained internally. Departments may request additional information as needed.

For planning purposes, you may contact any departments prior to completing your application. For any renovations, alterations, or new buildings, a preliminary review with the Building Commissioner is strongly recommended.

Application Type:

New License

Transfer of Existing License

Current Licensee _____

Amendment to Existing License

Amendment Type(s) _____

License Type Section 12 On-Premises All Alcohol

Name of Business House of Charoen LLC dba Udomsuk Thai Kitchen and Bar

Premises Address 313 Littleton Road, Unit 2, Chelmsford, MA 01824

Application Contact: Name: Apitchaya Boonyawong Phone #: 781-492-3532

E-mail Address: udomsukkitchen@gmail.com

Existing Use of Premises Thai Restaurant Capacity** 99

Proposed Use of Premises Thai Restaurant Capacity** 99

** Seating capacity for restaurants and number of cars for sale for auto dealers

Do you plan to make any renovations or physical alterations to the premises?

No Yes - Proposed Changes _____

A preliminary review with the Building Commissioner is strongly recommended

Plans Attached -Floor plans are required for new/transfer Common Victualler & Alcohol licenses and for amendments involving alterations to the premises.

-Parking plans are required for Auto Dealer licenses

Select Board Licensing

Department Review Sheet

To be completed by Town Personnel Only

Please note if your department has any concerns with this Select Board License application, citing specific codes if applicable. You may also note any requirements your department will have from this applicant.

Building Department/ADA

Review and Date: 1/16/26

Comments: If there is no modification to the existing floor layout, no concerns. I do recommend all ADA parking spaces to be clearly marked, and ADA signs posted in front of the ADA parking designated spots. The building shall depict the address number visibly from the street.

Community Development

Review and Date: 1/22/26

Comments: No concerns

Board of Health

Review and Date: 1/16/26

Comments: No concerns

Tax Collectors Office

Review and Date: John Sousa, Jr., Treasurer-Collector 1/16/2026

Comments: No Concerns

Fire Department

Review and Date: Chief Ryan 1/16/2026

Comments: Occupancy shall be adhered to.

Police Department

Review and Date: Police Chief Colin Spence 1/22/26

Comments: No Concerns

DPW

Review and Date: Anthony Reppucci, Town Engineer 1.23.26

Comments: Application shows no increase in number of seats, consistent with DPW records, no concerns.

Egress Components

A. (p = persons)
 B. Capacity of Doors is the calculated egress capacities of the egress components that allow occupants to exit the space.

DOORS

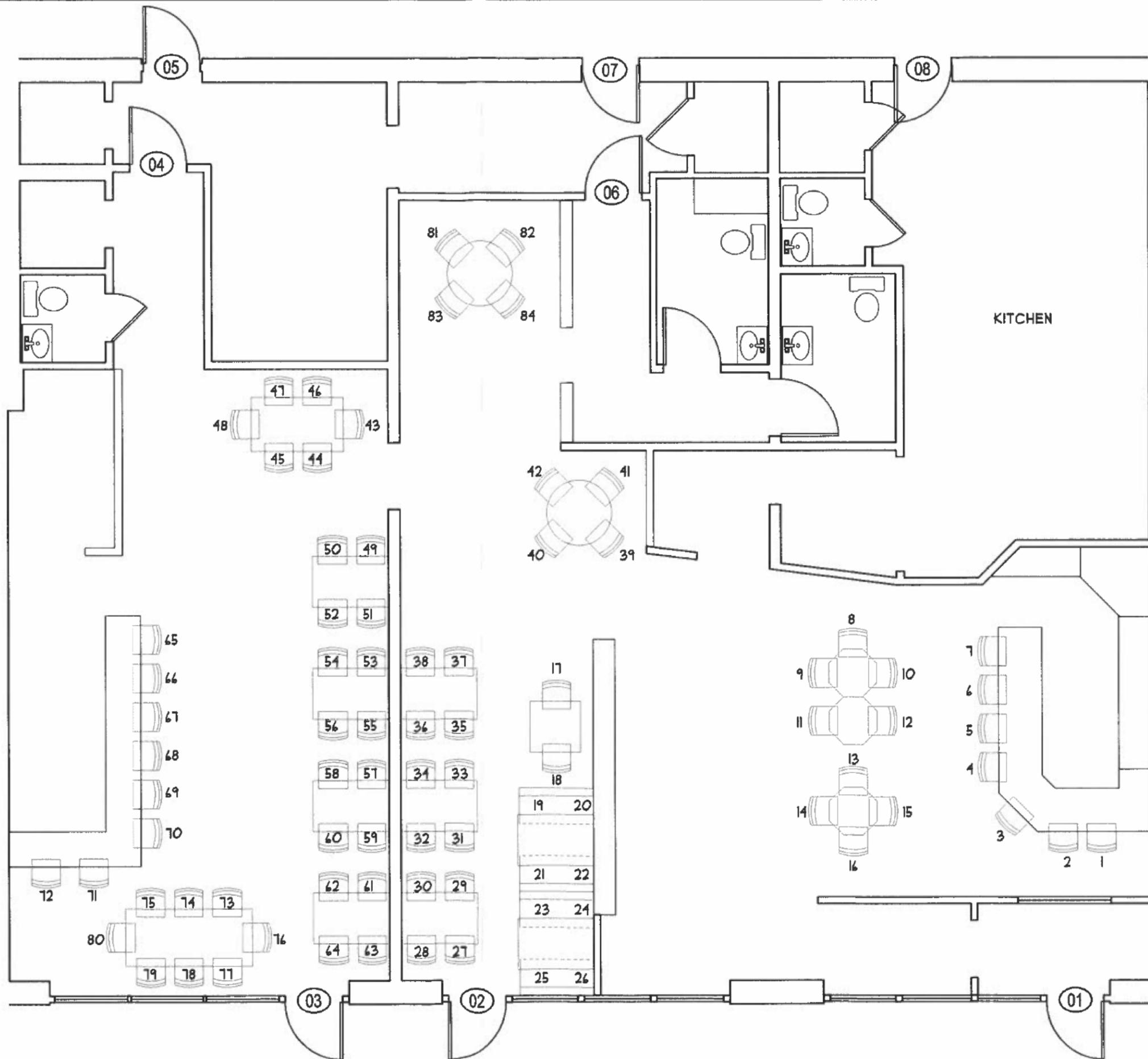
Total Egress Capacity of Doors (720 persons):
 #01: 36" wide / 0.2" per person = 180 persons
 #02: 36" wide / 0.2" per person = 180 persons
 #03: 36" wide / 0.2" per person = 180 persons
 #04: 36" wide / 0.2" per person = 180 persons
 #05: 36" wide / 0.2" per person = 180 persons
 #06: Not a means of egress door.
 #07: Not a means of egress door.
 #08: Not a means of egress door.

OCCUPANCY COUNTS

Dining Floor Area (A2 Use):

- Customer Seats = 84
- Customer Standing = 10
- Staff = 5
- TOTAL OCCUPANCY = 99 persons

Current Occupancy Certificate = 99p



Signature
 ARCHITECTS INCORPORATED
 313 LITTLETON ROAD, SUITE 18
 CHELMSFORD, MA 01824
 Tel: (978) 562-1661
 Fax: (978) 562-1662

THAI RESTAURANT
 313 LITTLETON ROAD
 CHELMSFORD, MA 01824

OCCUPANCY PLAN

DATE
 October 16, 2025
 SCALE
 3/16" = 1'-0"
 JOB No
 22505

A1

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 and via text message.



Transaction Processed Successfully.

INVOICE #: cf095c21-2107-49c2-8d9a-b92b0182343c

| Description | Applicant, License or Registration Number | Amount |
|--------------------|---|-----------------|
| FILING FEES-RETAIL | Udomsuk Thai Kitchen and Bar | \$200.00 |
| | | \$200.00 |

Total Convenience Fee: \$4.18

Date Paid: 1/4/2026 1:43:48 PM EDT

Total Amount Paid: \$204.18

Payment On Behalf Of

License Number or Business Name:
Udomsuk Thai Kitchen and Bar

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
House of Charoen LLC Apitchaya

Last Name:
Boonyawong

Address:
313 Littleton Rd

City:
Chelmsford

State:
MA

Zip Code:
01824

Email Address:
Udomsukkitchen@gmail.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 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

ADDRESS

CITY/TOWN STATE ZIP CODE

For the following transactions (Check all that apply):

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

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

Chelmsford

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.

Applicant is applying for an all alcoholic beverages license for its Thai restaurant which has a mission to offer a warm, joyful dining experience filled with genuine Thai flavors that remind diners of home—whether that home is in Thailand or in Chelmsford.

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

House of Charoen LLC

FEIN:

DBA

Udomsuk Thai Kitchen and Bar

Manager of Record

Apitchaya Boonyawong

Street Address

313 Littleton Road, Unit 2, Chelmsford, MA 01824

Phone:

978-250-9509

Email:

udomsukkitchen@gmail.com

Alternative Phone:

Website:

https://www.udomsukma.com/

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 premises consist of four rooms, not including bathrooms and kitchen, which are all located on one floor with an approximate total square footage of 2,700. There are no outdoor areas to be included in the licensed area.

Total Square Footage:

~2,700

Number of Entrances:

5

Seating Capacity:

84

Number of Floors

1

Number of Exits:

5

Occupancy Number:

99

4. APPLICATION CONTACT

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

Name:

Apitchaya Boonyawong

Phone:

781-492-3532

Title:

Manager

Email:

udomsukkitchen@gmail.com

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

| | | | |
|------------------------|---|-------------------------------------|---|
| Entity Legal Structure | <input style="width:90%;" type="text" value="LLC"/> | Date of Incorporation | <input style="width:90%;" type="text" value="July 9, 2025"/> |
| State of Incorporation | <input style="width:90%;" type="text" value="Massachusetts"/> | Is the Corporation publicly traded? | <input type="radio"/> Yes <input checked="" type="radio"/> No |

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

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

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

| | | | |
|--|--|---|---|
| Name of Principal | Residential Address | SSN | DOB |
| <input style="width:95%;" type="text" value="Apitchaya Boonyawong"/> | <input style="width:95%;" type="text" value="44 Boston Road, Unit 101, Chelmsford, MA 01824"/> | <input style="width:95%;" type="text" value="REDACTED"/> | <input style="width:95%;" type="text" value="REDACTED"/> |
| Title and or Position | Percentage of Ownership | Director/ LLC Manager | US Citizen |
| <input style="width:95%;" type="text" value="Manager"/> | <input style="width:95%;" type="text" value="100%"/> | <input checked="" type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input checked="" type="radio"/> No |
| | | | MA Resident |
| | | | <input checked="" type="radio"/> Yes <input type="radio"/> No |

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

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

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

Additional pages attached? Yes No

CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

Yes No

APPLICATION FOR A NEW LICENSE

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

| Name | License Type | License Name | Municipality |
|------|--------------|--------------|--------------|
| | | | |
| | | | |
| | | | |

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

| Name | License Type | License Name | Municipality |
|------|--------------|--------------|--------------|
| | | | |
| | | | |
| | | | |

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

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

7. OCCUPANCY OF PREMISES

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

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

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name Garrison Place, Inc.

Landlord Phone 978-895-2885

Landlord Email

Landlord Address 313 Littleton Road, Chelmsford, MA 01824

Lease Beginning Date August 1, 2025

Rent per Month \$3,500

Lease Ending Date July 31, 2026

Rent per Year \$42,000

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

APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

| | |
|---------------------------------------|----------------------|
| A. Purchase Price for Real Estate | <input type="text"/> |
| B. Purchase Price for Business Assets | \$100,000 |
| C. Other * (Please specify below) | <input type="text"/> |
| D. Total Cost | \$100,000 |

*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 |
|----------------------|------------------------|
| Apitchaya Boonyawong | \$50,000 |
| Manunya Polboonsri | \$50,000 |
| | |
| Total: | \$100,000 |

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. 13B. |
|----------------|----------|-------------------|---|
| Citi Bank | \$27,000 | Loan | <input type="radio"/> Yes <input checked="" type="radio"/> No |
| Amex | \$20,000 | Loan | <input type="radio"/> Yes <input checked="" type="radio"/> No |
| | | | <input type="radio"/> Yes <input type="radio"/> No |
| | | | <input type="radio"/> Yes <input type="radio"/> No |

FINANCIAL INFORMATION

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

Initial funding for costs were provided by loans from Citi Bank and Amex to Manunya Polboonsri (Ms. Boonyawong's husband). Also, see TD Bank statements for account ending 5046 and the enclosed Sale Receipt. Santander Bank statements of Applicant's account ending 2435 are also enclosed.

9. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? Yes No

Please indicate what you are seeking to pledge (check all that apply) License Stock Inventory

To whom is the pledge being made?

10. MANAGER APPLICATION**A. MANAGER INFORMATION**

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

Proposed Manager Name Date of Birth SSN

Residential Address

Email Phone

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

B. CITIZENSHIP/BACKGROUND INFORMATIONAre 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 |
|------------|----------|---------------|---|--------------------|
| 8/2025 | Present | Owner/Manager | House of Charoen LLC dba Udornak Thai Kitchen and Bar | N/A |
| 04/2022 | 06/2025 | Server | 2000 Chef Food Corp | Soksorida Vann |
| 10/2021 | 12/2022 | 10/2021 | Dee Dee Heng Heng Inc. | Apichat Chuenprapa |
| | | | | |

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

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

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

Manager's Signature Date

11. MANAGEMENT AGREEMENT

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

 Yes No

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

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

11A. MANAGEMENT ENTITY

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

| | | | | |
|--|--|--|--|--|
| Entity Name | Address | Phone | | |
| <input style="width: 95%;" type="text"/> | <input style="width: 95%;" type="text"/> | <input style="width: 95%;" type="text"/> | | |
| Name of Principal | Residential Address | SSN | DOB | |
| <input style="width: 95%;" type="text"/> | <input style="width: 95%;" type="text"/> | <input style="width: 95%;" type="text"/> | <input style="width: 95%;" type="text"/> | |
| Title and or Position | Percentage of Ownership | Director | US Citizen | MA Resident |
| <input style="width: 95%;" type="text"/> | <input style="width: 95%;" type="text"/> | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No |
| Name of Principal | Residential Address | SSN | DOB | |
| <input style="width: 95%;" type="text"/> | <input style="width: 95%;" type="text"/> | <input style="width: 95%;" type="text"/> | <input style="width: 95%;" type="text"/> | |
| Title and or Position | Percentage of Ownership | Director | US Citizen | MA Resident |
| <input style="width: 95%;" type="text"/> | <input style="width: 95%;" type="text"/> | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No |
| Name of Principal | Residential Address | SSN | DOB | |
| <input style="width: 95%;" type="text"/> | <input style="width: 95%;" type="text"/> | <input style="width: 95%;" type="text"/> | <input style="width: 95%;" type="text"/> | |
| Title and or Position | Percentage of Ownership | Director | US Citizen | MA Resident |
| <input style="width: 95%;" type="text"/> | <input style="width: 95%;" type="text"/> | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No |
| Name of Principal | Residential Address | SSN | DOB | |
| <input style="width: 95%;" type="text"/> | <input style="width: 95%;" type="text"/> | <input style="width: 95%;" type="text"/> | <input style="width: 95%;" type="text"/> | |
| Title and or Position | Percentage of Ownership | Director | US Citizen | MA Resident |
| <input style="width: 95%;" type="text"/> | <input style="width: 95%;" type="text"/> | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No |

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?
If yes, attach an affidavit providing the details of any and all convictions.

 Yes No

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

Management Agreement Entity Officer/LLC Manager

Signature:

Signature:

Title:

Title:

Date:

Date:

ADDITIONAL INFORMATION

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

The Lessee under the Lease for the Premises is Apitchaya Boonyawong in her sole capacity as well as being the guarantor under the Lease.

Applicant purchased the business assets of the restaurant known as "Thai Jasmine - Chelmsford, MA" on August 31, 2025, from Kaichi Yang Girouard ("Prior Owner"). Prior to the Applicant's acquisition of the business assets, the business assets of "Thai Jasmine - Chelmsford, MA" were purchased by the Prior Owner from Nick Kanti ("Mr. Kanti"), who was the owner of License Number 0061-RS-0200 (the "Prior License"). Mr. Kanti and the Prior Owner were unable to complete a transfer of the Prior License due to the inability to obtain the Certificates required as part of the Transfer Application. Applicant now seeks to obtain a new license at the premises.

APPLICANT'S STATEMENT

I, Apitchaya Boonyawong the: sole proprietor; partner; corporate principal; LLC/LLP manager
Authorized Signatory

of House of Charoen 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:

01/06/2026

Title:

Manager

The Commonwealth of Massachusetts, William Francis Galvin
Corporations Division

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

Certificate of Organization

(General Laws, Chapter 156C, Section 12)

Filing Fee: \$500.00

| | | |
|------------------------|-----------|---------------------------|
| Identification Number: | 001900213 | (number will be assigned) |
|------------------------|-----------|---------------------------|

1. The exact name of the limited liability company is:

HOUSE OF CHAROEN LLC

2. The address in the Commonwealth where the records will be maintained:

Number and street: 313 LITTLETON RD

Address 2:

City or town: CHELMSFORD State: MA Zip code: 01824

Country: UNITED STATES

3. The general character of business (if the limited liability company is organized to render professional service, this form must be filed by fax, mail or in person):

RESTAURANT

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

5. The name and address of the Resident Agent:

Agent name: APITCHAYA BOONYAWONG

Number and street: 245 KELTON ST

Address 2: APT34

City or town: ALLSTON State: MA Zip code: 02134

I APITCHAYA BOONYAWONG,
resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

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

| Title | Name | Address |
|---------|----------------------|---|
| MANAGER | APITCHAYA BOONYAWONG | 313 LITTLETON RD CHELMSFORD, MA 01824 USA |

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

| Title | Name | Address |
|---------------|--------------------|--|
| SOC SIGNATORY | MANUNYA POLBOONSRI | 313 LITTLETON RD CHELMSFORD, MA 01824 USA |

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

| Title | Name | Address |
|---------------|----------------------|--|
| REAL PROPERTY | APITCHAYA BOONYAWONG | 313 LITTLETON RD CHELMSFORD, MA 01824 USA |

9. Additional matters:

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

Later Effective Date (mm/dd/yyyy): 08/01/2025 Time (HH:MM)

SIGNED UNDER THE PENALTIES OF PERJURY, this 9 Day of July, 2025,

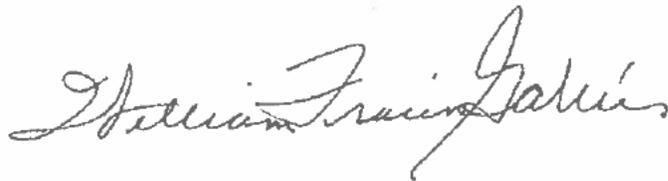
APITCHAYA BOONYAWONG

, Signature of Authorized Signatory.

THE COMMONWEALTH OF MASSACHUSETTS

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

July 09, 2025 06:28 AM

A handwritten signature in cursive script that reads "William Francis Galvin". The signature is written in dark ink and is centered on the page.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

Truth In Lending Disclosure Statement

Lender:
 American Express National Bank
 115 W. Towne Ridge Parkway
 Sandy, UT 84070

Borrower:
 MANUNYA POLBOONSRI
 aomaceae@gmail.com

Loan Account Number:
 341299130851005

All numerical disclosures except the Late Payment Fee disclosure are estimates and subject to change. See your Loan Agreement for more details.

| | | | |
|---|--|--|---|
| <p>ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate</p> <p>7.48%</p> | <p>FINANCE CHARGE The dollar amount the credit will cost you</p> <p>\$2,389.44</p> | <p>Amount Financed The amount of credit provided to you or on your behalf</p> <p>\$20,000.00</p> | <p>Total of Payments The amount you will have paid when you have made all scheduled payments</p> <p>\$22,389.44</p> |
|---|--|--|---|

| | | |
|-------------------------------------|-----------------|---|
| <p>Number of Scheduled Payments</p> | <p>Amount</p> | <p>When payments are due</p> |
| <p>35</p> | <p>\$622.04</p> | <p>Your first payment is due on 10/04/2025 and then monthly thereafter. Payments are due on the same date each month.</p> |
| <p>1</p> | <p>\$618.04</p> | <p>Your last payment is due on 09/04/2028.</p> |

| | |
|-------------------------|--|
| <p>Late Payment Fee</p> | <p>Late Payment Fee is \$39. If a payment is late, you will be charged \$39.</p> |
|-------------------------|--|

| | |
|-------------------|--|
| <p>Prepayment</p> | <p>If you pay off your loan early, you will not have to pay a penalty and you may be entitled to a refund of part of the finance charge.</p> |
|-------------------|--|

See your Loan Agreement for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds.

Itemization of the Amount Financed

Itemization of the Amount Financed of \$20,000.00

| | |
|-------------|--|
| \$0.00 | Amount paid to others by American Express National Bank on your behalf |
| \$20,000.00 | Amount given to you directly |
| \$ 0 | Prepaid finance charge |

Interest Rate Calculation

Your interest rate for this loan is 7.49%. This rate is based on your creditworthiness and other factors at the time of pre-approval and will remain fixed for the term of your loan. Interest will not be charged on your first Loan Invoice Date. Interest will be charged starting on your second Loan Invoice Date, and will continue to be charged on each subsequent Loan Invoice Date until you repay your loan in full. The first Invoice Date for your loan will be 09/09/2025. Subsequent Loan Invoice Dates will be shown on your loan invoice. See your Loan Agreement for how we calculate interest.

Loan Account Number: 341299130851005

American Express® Personal Loans
Loan Agreement

Carefully read this Loan Agreement. Section 22 of this Loan Agreement includes an arbitration clause. Unless you are a Covered Borrower (defined in Section 25), it will restrict your ability to have claims heard in court or resolved by a jury. It will also restrict your ability to participate in a class action. If you are a Covered Borrower, then Section 25, and not Section 22, will apply to you.

Your loan is issued by American Express National Bank. *We, us, our, and American Express* mean American Express National Bank. *You and your* mean the person who applied for a loan and to whom we issued the loan.

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1. Your Personal Loan

You authorize us to send disbursements in the amounts you requested to the bank(s) you designate using the disbursement method you selected in your loan application. We refer to each such disbursement made by American Express as a *Loan Disbursement*.

All Loan Disbursements are made by electronic means only. We do not issue Loan Disbursements by check or other non-electronic means. We rely on the accuracy, authenticity and completeness of any account or other information you provide to us to make a Loan Disbursement. However, we may attempt to verify the account and bank to which the Loan Disbursement will be made, which may delay our Loan Disbursement. You promise that any account or other information that you provide or that we have on file for you, to which we will make a Loan Disbursement, is true, accurate and correct and shall remain true, accurate and correct for the duration of this Loan Agreement.

In some cases, we may be unable to complete one or more Loan Disbursements. For example, your bank may refuse to accept a Loan Disbursement from us. If this occurs, we will reduce your Amount Financed by the failed Loan Disbursement, adjust your Scheduled Payment Amount and refund you any credit balance. You will not be required to repay the failed Loan Disbursement amount. No interest will be charged on any failed Loan Disbursements.

If the Loan Disbursement does not post to your designated account within two weeks, contact your bank and us. We are not responsible for any disputes you may have with your bank. We are not liable for any loss or injury resulting from any failed or delayed Loan Disbursements.

Credit Card Disbursement. If you were approved to use your Personal Loan for credit card debt consolidation, you authorize us to send Loan Disbursements directly to the credit card account(s) you designated in your application for debt consolidation purposes. We will not send any Loan Disbursements directly to you. American Express Card accounts are not eligible for debt consolidation through Personal Loans. Not all U.S. banks may be paid with Loan Disbursements. Your credit card bank may delay posting a Loan Disbursement to your account.

Be sure to make all required payments on your credit cards. We are not liable for your failure to make any required payments to your credit cards.

Direct Deposit. If you were approved and choose to deposit your Personal Loan directly into your bank account, you authorize us to electronically disburse funds to your designated bank account in the amount of your Loan Disbursement (or, if necessary, to electronically debit your bank account to correct errors). You promise that (1) you will use your loan only as indicated on your application, and (2) you will not use any portion of your loan to repay any outstanding debt or satisfy any obligation to any of our affiliates, including, without limitation, American Express Travel Related Services Company, Inc.

If you do not have an eligible bank account on file with us, we will ask you to designate a personal checking account after you sign your Loan Agreement. ***You will have three (3) days from the date you sign your Loan Agreement to add a bank account, otherwise you will not receive your Loan Disbursement.*** In some cases, we may need to verify your account by asking you for personal information. If you are unable or unwilling to satisfy these conditions or we are otherwise unable to verify your new bank account, you will not receive your Loan Disbursement and this Loan Agreement, in its entirety, shall be deemed void, unenforceable, and of no effect, as if there was no agreement.

2. Your Truth in Lending Disclosure Statement

Your Truth in Lending Disclosure Statement provides important information about your loan. It includes the cost of your loan as a yearly rate (***Annual Percentage Rate***), your total number of payments due, the amount of each payment (***Scheduled Payment Amount***) and when each Scheduled Payment Amount is due (***Payment Due Date***). The total amount you will pay if you make all Scheduled Payment Amounts on their Payment Due Date (***Total of Payments***) is:

- (1) the total interest payable on your loan, reflected as the dollar amount your loan will cost you (***Finance Charge***), plus
- (2) the total amount of credit provided to you or others on your behalf (***Amount Financed***).

The Annual Percentage Rate, Finance Charge, Amount Financed, Total of Payments, and repayment schedule (including your Scheduled Payment Amount) are estimates of what you should expect to pay if (1) all Loan Disbursements are processed during the first loan invoice period (see Section 7) and accepted by your designated bank(s), and (2) you pay all Scheduled Payment Amounts on their Payment Due Date.

Interest on your loan will be charged as described in the section ***How We Calculate Interest***. The actual amount of interest you pay may differ from the Finance Charge. For example, you may pay more interest if you make a late payment. You may pay less interest if you make an overpayment or if you pay off your loan early.

3. No Benefits

A Personal Loan is not a Card product. Unlike American Express credit and charge Cards, you will not receive any Card benefits, rewards programs or insurance with your loan. For example, you will not get Membership Rewards[®] points or Reward Dollars from American Express with your loan or any Loan Disbursements.

4. Conditions and Acceptance of Loan Agreement

You may only agree to this Loan Agreement by providing your electronic signature below. Once you sign, you may not cancel your loan or any Loan Disbursement except as permitted by law. You promise that you are 18 years or older and a U.S. citizen or resident of the U.S. or its territories. You promise that (1) any information that you provide to us regarding your loan, including the bank or credit card account information you provided in your loan application, is true and accurate and will remain true and accurate for the duration of this Loan Agreement; (2) you have not misrepresented your identity, or described, presented or portrayed yourself as a person other than yourself; and (3) you are solvent and are not contemplating any insolvency or bankruptcy proceeding, nor have you initiated or been a party in any insolvency, bankruptcy, receivership, or assignment for the benefit of your creditors and no such action or proceeding has been filed or is pending against you during the four months preceding the date of this Loan Agreement. You agree that you will not use your loan to pay for post-secondary educational expenses, for real estate, for business, for securities, for vehicle purchases (other than as a down payment) or for any purpose prohibited by law or not otherwise permitted under this Loan Agreement.

This Loan Agreement in its entirety, and all obligations on the part of American Express contained herein, are subject to and conditioned upon your promises being true, accurate, and correct in all material respects as of the date of this Loan Agreement and for the duration of this Loan Agreement. You authorize American Express to conduct such due diligence, inquiries, or investigations as we deem necessary to verify the accuracy of your promises, including those concerning your identity, bank account or credit card information. We will not make any Loan Disbursements under this Loan Agreement until we have verified, to our satisfaction, the accuracy of your promises. In the event that we are unable to verify the accuracy of your promises, to our sole and complete satisfaction, we shall notify you that a condition of this Loan Agreement has not been satisfied. If any condition of this Loan Agreement is not satisfied prior to us making any Loan Disbursements under this Loan Agreement, then this Loan Agreement, in its entirety, shall be deemed void, unenforceable, and of no effect, as if there was no agreement. *If a condition of this Loan Agreement is not satisfied after we have made a Loan Disbursement under this Loan Agreement, then our obligations shall terminate, but your obligations under this Loan Agreement will continue in full force and effect, with respect to the Loan Disbursement that we made to you under this Loan Agreement.*

5. Your Promise to Pay

You promise to pay each Scheduled Payment Amount, plus any Fees, and past due amounts (collectively the *Monthly Payment Due*) by the Payment Due Date. You further promise to pay any additional interest charged as part of your final Monthly Payment Due by the Payment Due Date.

The Monthly Payment Due and Payment Due Date are shown on each loan invoice that we send you. You must pay each Monthly Payment Due by the Payment Due Date even if you do not receive a loan invoice. You may not apply any credits you have on any American Express Card account to your loan balance.

6. Prepayments, Overpayments and Late Payments

The *Outstanding Loan Balance* shown on your loan invoice represents the total Loan Disbursements made to you or on your behalf, less payments or credits, plus any Fees and interest charges, that are outstanding as of the Loan Invoice Date. The Outstanding Loan Balance is calculated as follows:

- We start with the Outstanding Loan Balance that appeared on your prior loan invoice (shown as the "Previous Outstanding Loan Balance" on your current loan invoice);
- Then we add any new Loan Disbursements made during the current loan invoice period;
- Then we add any Fees incurred during the current loan invoice period;
- Then we subtract any payments and credits applied during the current loan invoice period; and
- Finally, we add the Monthly Interest Charge, calculated as described herein.

Prepayment. You may prepay all or part of the Outstanding Loan Balance at any time without penalty. To pay your loan in full, you must pay the Outstanding Loan Balance shown on your current loan invoice by the Payment Due Date shown on that invoice. However, you will still be responsible for paying any additional charges, including additional interest and Fees, that you may have incurred but have not yet been added to your Outstanding Loan Balance. You can avoid paying any interest on your loan if you prepay the Amount Financed in full prior to the Next Invoice Date shown on your first loan invoice.

Overpayment. If you pay more than the Monthly Payment Due, this will not change your Scheduled Payment Amount; however, your final Monthly Payment Due may be lower than the final Scheduled Payment Amount. This may occur, for example, if the additional payment reduces your principal loan balance and interest charges.

Late Payment. If you do not pay at least the Monthly Payment Due by the Payment Due Date, any unpaid amounts will be added to your next Monthly Payment Due and you may incur a Late Payment Fee. You may also incur additional interest charges which will be added to your final Monthly Payment Due.

If additional interest causes your final Monthly Payment Due to exceed the sum of your regular Scheduled Payment Amount, any Fees and past due amounts, the excess interest charges will appear as a new Monthly Payment Due on an additional loan invoice.

7. How We Calculate Interest

Your loan bears interest at the Interest Rate found in your Truth in Lending Disclosure Statement. Your Interest Rate is fixed and will not change during your loan term.

We will not charge interest, and you will not owe any interest, on any Loan Disbursement as part of your Monthly Payment Due on your first Loan Invoice Date. Your first loan invoice period begins when you sign your Loan Agreement and ends on the "first Loan Invoice Date" found in your Truth in Lending Disclosure Statement. After your first Loan Invoice Date, interest will be charged on subsequent Loan Invoice Dates as further described below. You will not be charged interest on Late Payment Fees or Returned Payment Fees.

Interest

The method used to calculate interest is monthly compounded interest. Interest will be assessed on the last day of each loan invoice period (the "Loan Invoice Date") until you have repaid your loan in full. This is your **Monthly Interest Charge**. The Monthly Interest Charge is calculated in the following way:

- First, we take your Interest Rate, divide that by 12, and then round to the nearest one ten-thousandth of a percentage point. This is your Monthly Percentage Rate ("**MPR**").
- Then, we (1) multiply your MPR by the Previous Outstanding Loan Balance (less any Fees that were included in that Previous Outstanding Loan Balance) as shown on your current loan invoice, and then (2) round that result to the nearest penny.

For example, assume your loan invoice periods end on the last day of each month. The Monthly Interest Charge assessed at the end of your April loan invoice period (April 30) is your MPR multiplied by the Previous Outstanding Loan Balance (less any unpaid Fees included in that Previous Outstanding Loan Balance). The Previous Outstanding Loan Balance was calculated by taking the Outstanding Loan Balance from your February loan invoice and adding any Loan Disbursements made, and Fees incurred, during the March loan invoice period (March 1 through March 31). We then subtracted any payments or credits applied during the March loan invoice period. We then added the Monthly Interest Charge that was assessed at the end of the March loan invoice period (on March 31).

In most cases the Outstanding Loan Balance that appears on your first loan invoice will equal your Amount Financed. In limited cases, there may be a delay by American Express in processing your Loan Disbursement(s). As a result, the delayed Loan Disbursement(s) may not appear as part of your Outstanding Loan Balance before your first Loan Invoice Date. If this happens, you will not be charged interest until the next Loan Invoice Date after the disbursement is processed. To account for the delay, we may adjust your repayment schedule by extending it by one or more months, as necessary, after the final payment date disclosed in your Truth in Lending Disclosure Statement. Any delay in disbursing a Loan Disbursement will not change your Scheduled Payment Amount (unless your Outstanding Loan Balance is less than the Scheduled Payment Amount) or the Payment Due Date. However, any such adjustment to your repayment schedule will not result in additional Finance Charges, or any increase in your Total of Payments.

8. How to Make Your Loan Payments

You may make a payment to us in U.S. dollars with:

- a single check drawn on a U.S. bank, or
- a single negotiable instrument clearable through the U.S. banking system, for example a money order, or
- an electronic payment that can be cleared through the U.S. banking system.

When making a payment by mail:

- mail your payment to the address shown on the loan invoice, and
- write your loan account number on your check or negotiable instrument and include the payment coupon attached to your loan invoice.

If your payment meets the above requirements, we will credit it to your loan as of the day we receive it, as long as we receive it by the time disclosed in your loan invoice. If we receive it after that time, we will credit the payment on the day after we receive it. If your payment does not meet the above requirements, there may be a delay in crediting the payment to your loan. This may result in a Late Payment Fee and additional interest charges. We will not accept a payment made in a foreign currency or payment drawn on an account at a bank located outside of the U.S. If we process a late payment, a partial payment, or a payment marked with any restrictive language (including payments marked as "paid in full"), it will have no effect on our rights and will not change the terms of this Loan Agreement.

9. Electronic Debits

When you pay us by check, you authorize us to electronically deduct the amount from your bank or other asset account. We may process the check electronically by transmitting to your financial institution: the amount, the routing number, the account number, and the check serial number. If we do this, your payment may be deducted from your bank or other asset account on the same day we receive your check. Also, you will not receive that cancelled check with your bank or asset account billing statement. If we cannot collect the funds electronically, we may issue a draft against your bank or other asset account for the amount of the check.

10. How We Apply Your Payments

We generally apply each payment we receive to your Monthly Payment Due as follows:

- we apply your payment first to any interest, then
- to any Fees, expenses and other amounts due (excluding principal and interest), then
- to your principal loan balance.

However, if you pay more than your Monthly Payment Due on the Payment Due Date, or make additional payments after the Payment Due Date but before your Next Invoice Date shown on your current loan invoice, we will apply the overpayment or additional payment to your principal balance. You will still be required to pay the Monthly Payment Due shown on the following loan invoice. If you pay more than your Monthly Payment Due or make additional payments after your Next Invoice Date shown on your current loan invoice but before or on the next Payment Due Date, we will apply your payment first to your Monthly Payment Due for that loan invoice period. Any excess will then be applied to principal loan balance.

We will apply your payments as described above even if you provide an instruction or notation with your payment.

11. Fees

You may incur a Late Payment Fee or Returned Payment Fee (collectively, Fees, as described below).

If we do not receive the Monthly Payment Due by the Payment Due Date, we will charge you a *Late Payment Fee* of \$39.

If you make any payment that is returned unpaid, we will charge you a *Returned Payment Fee* of \$39. This can occur whether you pay us by check or an electronic debit from your bank account. We may attempt to process your payment up to two more times. If any additional attempts fail, we will not assess another Returned Payment Fee. However, your bank may assess its own fee for each attempt.

12. Default and Acceleration

We may consider your loan to be in default if:

- you violate a provision of this Loan Agreement,
- you give us false information,
- you commit fraud,
- you misrepresent your identity or your ownership of any account,
- you file for bankruptcy,
- you become incapacitated or die,
- we do not receive the full amount of your Monthly Payment Due on your Payment Due Date, or
- we believe you are unable or unwilling to pay your debts when due.

If we consider your loan in default, we may, to the extent permitted by applicable law:

- require you to immediately pay more than the Monthly Payment Due, or
- require you to immediately repay your loan in full.

You agree to pay all reasonable costs that we incur to collect amounts you owe, as permitted by applicable law, including but not limited to attorneys' fees.

13. Credit Reports and Reporting to Credit Reporting Agencies

You authorize us to verify your information and obtain reports from consumer reporting agencies or other third parties, including from our affiliates, at any time as permitted by applicable law. You agree that we may investigate your ability to pay and obtain information about you from other sources, including information to verify your income. You authorize us and our affiliates and subsidiaries to share information we have about you at any time for marketing and administrative purposes as permitted by law. And you agree that we will use such information for any purposes, subject to applicable law and pursuant to our privacy practices as described in the section *Privacy*. Upon request, we will tell you if we have received a consumer report and the name and address of the agency that provided it.

You agree that we will give information about your loan to credit reporting agencies. For example, we will tell a credit reporting agency if you fail to make a payment or fail to comply with any other term of this Loan Agreement, or otherwise default on your loan. This may have a negative impact on your credit report.

If you believe information we have given to a credit reporting agency is incorrect, write to us at: American Express Credit Bureau Unit, P.O. Box 981537, El Paso, TX 79998-1537. When you write to us, tell us the specific information you believe is incorrect.

14. Privacy

Any information we collect from you in connection with your loan will be governed by our Consumer Privacy Notice that was provided with your Loan Agreement.

15. Sending Notices, Disclosures and Communications to You

Electronic Communications

We may provide any notice, disclosure, statement or other communication related to this Agreement to you by any lawfully permitted electronic means, including by (i) sending it to your email address, (ii) posting it on an American Express website, or (iii) making it available to you on an American Express website through a link provided on an email or communication. Communications sent to you electronically will be effective the earlier of when (i) we send it to you or (ii) we send or otherwise provide you with notice that the communication has been posted on an American Express website. You agree that we may use any email address you provide to us. You may set your electronic communications preferences in your American Express online account. Regardless of these preferences, we may continue to send you certain communications, including servicing messages, electronically.

A copy of your executed Loan Agreement, as well as your Truth in Lending Disclosure Statement, loan invoices, and other communications and disclosures provided in connection with your loan, are available in your American Express online account.

Postal Mail Communications

We mail you notices through the U.S. mail, postage prepaid, and address them to you at the latest billing address on our records. Any notice that we send you this way is deemed to be given when deposited in the U.S. mail.

Changes to Your Contact Information

You must notify us immediately if you change your email address, phone number or mailing address to which we send or make any communications. You may do so by accessing your American Express online account or by calling Customer Care at 1-844-273-1384.

Servicing and Collections Calls/Text Messages

If we need to contact you to service your loan or to collect amounts you owe, you authorize us (and our affiliates, agents and contractors) to contact you at any number you provide, from which you call us, or at which we believe we can reach you. We may contact you in any way, such as calling or texting. We may contact you using an automated dialer or prerecorded messages. We may contact you on a mobile, wireless or similar device, even if you are charged for it.

Call Monitoring

We may monitor and record any calls between you and us.

16. No Warranties

EXCEPT AS EXPRESSLY PROVIDED IN THIS LOAN AGREEMENT OR APPLICABLE LAW, WE MAKE NO REPRESENTATIONS OR WARRANTIES. WE HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS,

IMPLIED OR OTHERWISE RELATING TO OR ARISING OUT OF THIS LOAN AGREEMENT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE MAKE NO REPRESENTATION OR WARRANTY TO YOU REGARDING THE EFFECT THAT THIS LOAN AGREEMENT MAY HAVE UPON YOUR TAX LIABILITIES IN ANY JURISDICTION.

17. **Limitation of Liability**

EXCEPT TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS. THIS LIMITATION APPLIES EVEN IF YOU ARE INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING FROM OR RELATED TO THIS LOAN AGREEMENT.

18. **Severability**

If any part of this Loan Agreement is found by a court or governmental authority to be invalid or unenforceable, that part will be deemed omitted from this Loan Agreement. The remainder of this Loan Agreement will remain in full force and effect, and will be modified only as necessary to give such force and effect to the remaining provisions.

19. **Assignment**

We may sell, transfer or assign this Loan Agreement or your loan. We may do so at any time without notifying you. You may not sell, assign or transfer your loan or any of your obligations under this Loan Agreement. Any such sale, assignment or transfer by you will be null and void.

20. **No Waiver**

We may choose to delay enforcing or to not exercise rights under this Loan Agreement. If we do this, we do not waive our rights to exercise or enforce them or any other rights under this Loan Agreement on any other occasion.

21. **Governing Law**

Utah law and federal law govern this Loan Agreement and your loan. They govern without regard to internal principles of conflicts of law. You agree that this Loan Agreement is made and performed in the State of Utah. You agree that: (i) we are located in Utah; (ii) we make all credit decisions from our home office in Utah; (iii) the loan hereunder is made in Utah (that is, no binding contract will be formed until we receive and accept your signed Loan Agreement in Utah); and (iv) your payments are not accepted until we receive them in Utah. This Loan Agreement will only be valid when signed by you and accepted by us at our home office in Utah.

In addition, if your billing address is in the State of Maryland, to the extent, if any, that Maryland law applies to your account, we elect to offer your loan account pursuant to Title 12, Subtitle 10 of the Maryland Commercial Law Article.

22. **Claims Resolution**

Most customer concerns can be resolved by calling our Customer Service Department at 1-844-273-1384. In the event Customer Service is unable to resolve a complaint to your satisfaction, this section explains how claims can be resolved through mediation, arbitration or litigation. It includes an arbitration provision. For this section, you and us includes any corporate parents, subsidiaries, affiliates or related persons or entities. **Claim** means any current or future claim, dispute or controversy relating to your loan account, this Loan Agreement, or any agreement or relationship you have or had with us, except for the validity, enforceability or scope of the Arbitration provision. **Claim** includes but is not limited to: (1) initial claims, counterclaims, cross-claims and third-party claims; (2) claims based upon contract, tort, fraud, statute, regulation, common law and equity; (3) claims by or against any third party using or providing any product or service in connection with your loan account; and (4) claims that arise from or relate to (a) your loan account or any balances on any such account, (b) advertisements, promotions or statements related to any accounts, goods or services financed under your loan account or terms of financing, and (c) your application for your loan account. You may not sell, assign or transfer a claim.

Sending a Claim Notice

Before beginning a lawsuit, mediation or arbitration, you and we agree to send a written notice (a **claim notice**) to each party against whom a claim is asserted, in order to provide an opportunity to resolve the claim informally or through mediation. Go to americanexpress.com/claim for a sample claim notice. The claim notice must describe the claim and state the specific relief demanded. Notice to you may be provided by your loan invoice or sent to your home address. Notice to us must include your name, address and loan account number and be sent to American Express ADR c/o CT Corporation System, 28 Liberty Street, NY, NY 10005. If the claim proceeds to arbitration, the amount of any relief demanded in a claim notice will not be disclosed to the arbitrator until after the arbitrator rules.

Mediation

In mediation, a neutral mediator helps parties resolve a claim. The mediator does not decide the claim but helps parties reach agreement. Before beginning mediation, you or we must first send a claim notice. Within 30 days after sending or receiving a claim notice, you or we may submit the claim to JAMS (1-800-352-5267, jamsadr.com) or the American Arbitration Association ("AAA") (1-800-778-7879, adr.org) for mediation. We will pay the fees of the mediator. All mediation-related communications are confidential, inadmissible in court and not subject to discovery. All applicable statutes of limitation will be tolled until termination of the mediation. Either you or we may terminate the mediation at any time. The submission or failure to submit a claim to mediation will not affect your or our right to elect arbitration.

Arbitration

You or we may elect to resolve any claim by individual arbitration. Claims are decided by a neutral arbitrator.

If arbitration is chosen by any party, neither you nor we will have the right to litigate that claim in court or have a jury trial on that claim. Further, you and we will not have the right to participate in a representative capacity or as a member of any class pertaining to any claim subject to arbitration. Arbitration procedures are generally simpler than the rules that apply in court, and discovery is more limited. The arbitrator's decisions are as enforceable as any court order and are subject to very limited review by a court. Except as set forth below, the arbitrator's decision will be final and binding. Other rights you or we would have in court may also not be available in arbitration.

Initiating Arbitration

Before beginning arbitration, you or we must first send a claim notice. Claims will be referred to either JAMS or AAA, as selected by the party electing arbitration. Claims will be resolved pursuant to this Arbitration provision and the selected organization's rules in effect when the claim is filed, except where those rules conflict with this Loan Agreement. If we choose the organization, you may select the other within 30 days after receiving notice of our selection.

Contact JAMS or AAA to begin an arbitration or for other information. Claims also may be referred to another arbitration organization if you and we agree in writing or to an arbitrator appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. sec. 1-16 (*FAA*). We will not elect arbitration for any claim you file in small claims court, so long as the claim is individual and pending only in that court. You or we may otherwise elect to arbitrate any claim at any time unless it has been filed in court and trial has begun or final judgment has been entered. Either you or we may delay enforcing or not exercise rights under this Arbitration provision, including the right to arbitrate a claim, without waiving the right to exercise or enforce those rights.

Limitations on Arbitration

If either party elects to resolve a claim by arbitration, that claim will be arbitrated on an individual basis. There will be no right or authority for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of the general public, other Card Members, other Personal Loan borrowers or other persons similarly situated.

The arbitrator's authority is limited to claims between you and us alone. Claims may not be joined or consolidated unless you and we agree in writing. An arbitration award and any judgment confirming it will apply only to the specific case and cannot be used in any other case except to enforce the award.

Notwithstanding any other provision and without waiving the right to appeal such decision, if any portion of these *Limitations on Arbitration* provisions is deemed invalid or unenforceable, then the entire Arbitration provision (other than this sentence) will not apply.

Arbitration Procedures

This Arbitration provision is governed by the FAA. The arbitrator will apply applicable substantive law, statutes of limitations and privileges. The arbitrator will not apply any federal or state rules of civil procedure or evidence in matters relating to evidence or discovery. Subject to the *Limitations on Arbitration* provisions, the arbitrator may otherwise award any relief available in court. The arbitration will be confidential, but you may notify any government authority of your claim.

If your claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, through a telephonic hearing, or by an in person hearing. At any party's request, the arbitrator will provide a brief written explanation of the award. The arbitrator's award will be final and binding, except for any right of appeal provided by the FAA; however, any party will have 30 days to appeal the award by notifying the arbitration organization and all parties in writing. The organization will appoint a three arbitrator panel to decide anew, by majority vote based on written submissions, any aspect of the decision objected to. Judgment upon any award may be entered in any court having jurisdiction. At your election, arbitration hearings will take place in the federal judicial district of your residence.

Arbitration Fees and Costs

You will be responsible for paying your share of any *arbitration fees* (including filing, administrative, hearing or other fees), but only up to the amount of the filing fees you would have incurred if you had brought a claim in court. We will be responsible for any additional arbitration fees. At your written request, we will consider in good faith making a temporary advance of your share of any arbitration fees, or paying for the reasonable fees of an expert appointed by the arbitrator for good cause.

Additional Arbitration Awards

If the arbitrator rules in your favor for an amount greater than any final offer we made before arbitration, the arbitrator's award will include: (1) any money to which you are entitled, but in no case less than \$5,000; and (2) any reasonable attorneys' fees, costs and expert and other witness fees.

Continuation

This section will survive termination of your loan account, voluntary payment of your loan balance, any legal proceeding to collect a debt, any bankruptcy and any sale of your loan (in the case of a sale, its terms will apply to the buyer of your loan). If any portion of this Claims Resolution section, except as otherwise provided in the *Limitations on Arbitration* subsection, is deemed invalid or unenforceable, it will not invalidate the remaining portions of this Claims Resolution section.

23. Entire Agreement

This Loan Agreement is a final expression of the agreement between you and us governing your loan. There are no unwritten oral agreements between the parties. This written Loan Agreement may not be contradicted by any alleged oral agreement. You may not amend the terms of this Loan Agreement without written agreement from us. We may amend this Loan Agreement to comply with law or to update any names or contact information, definitions, references, or similar terms, only to the extent such amendment is permitted by law, and you acknowledge that you agree to such amendment upon notice. You acknowledge that there are no third-party beneficiaries to this Loan Agreement.

24. Protections for Members of the Armed Forces and their Dependents (this section applies to Covered Borrowers only)

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

To listen to this statement as well as a description of your payment obligation for this loan, call us at 1-844-657-3753.

If you are an active duty member of the Armed Forces or his or her dependent, as determined by federal law (a "**Covered Borrower**"), Section 22 of the Loan Agreement will not apply to you. Instead, the following claims resolution procedures will apply to you:

Claims Resolution Available for Covered Borrowers

Most customer concerns can be resolved by calling our Customer Service Department at 1-844-273-1384. In the event Customer Service is unable to resolve a complaint to your satisfaction, this section explains how claims can be resolved through litigation, non-binding mediation or, at your election, arbitration. You are not required to resolve any claims by mediation and arbitration. For this section, you and us includes any corporate parents, subsidiaries, affiliates or related persons or entities. **Claim** means any current or future claim, dispute or controversy relating to your loan account, this Loan Agreement, or any agreement or relationship you have or had with us, except for the validity, enforceability or scope of the Arbitration provision. **Claim** includes but is not limited to: (1) initial claims, counterclaims, cross-claims and third-party claims; (2) claims based upon contract, tort, fraud, statute, regulation, common law and equity; (3) claims by or against any third party using or providing any product or service in connection with your loan account; and (4) claims that arise from or relate to (a) your loan account or any balances on any such account, (b) advertisements, promotions or statements related to any accounts, goods or services financed under your loan account or terms of financing, and (c) your application for your loan account. You may not sell, assign or transfer a claim.

Sending a Claim Notice

Before beginning a lawsuit, arbitration or non-binding mediation, you may send a written notice (a **claim notice**) to us. Go to americanexpress.com/claim for a sample claim notice. The claim notice should describe the claim and state the specific relief demanded. We may also request that we resolve a claim by mediation or arbitration, but you are not required to accept our request. We may include our request with your loan invoice or mail it to your home address. Notice to us should include your name, address and loan account number and be sent to American Express ADR c/o CT Corporation System, 28 Liberty Street, NY, NY 10005. If the claim proceeds to litigation, mediation or arbitration, the amount of any relief demanded in a claim notice will not be disclosed. **You are not required to resolve your claim through mediation or arbitration. You may decline our request to resolve a claim through mediation or arbitration. You may elect to resolve your claim through litigation.**

Mediation

If you elect to resolve your claim through mediation, a neutral mediator will help resolve the claim. The mediator does not decide the claim but helps parties reach agreement. Before beginning mediation, you or we must first send a claim notice. Within 30 days after sending or receiving a claim notice, you or we may submit the claim to JAMS (1-800-352-5267, jamsadr.com) or the American Arbitration Association ("AAA") (1-800-778-7879, adr.org) for mediation. We will pay the fees of the mediator. All mediation-related communications are confidential, inadmissible in court and not subject to discovery. All applicable statutes of limitation will be tolled until termination of the mediation. Either you or we may terminate the mediation at any time. The submission or failure to submit a claim to mediation will not affect your or our right to elect litigation or arbitration. **The outcome of mediation proceedings is non-binding. You may proceed to litigation or arbitration regardless of the outcome of mediation.**

Arbitration

You may elect, but are not required, to resolve any claim by individual arbitration. We may also request to resolve any claim by individual arbitration, but you are not required to accept our request. Claims are decided by a neutral arbitrator.

If you elect or agree to resolve a claim through arbitration, your or our right to litigate that claim in court or have a jury trial on that claim may be limited. Further, you and we may not have the right to participate in a representative capacity or as a member of any class pertaining to any claim subject to arbitration. Arbitration procedures are generally simpler than the rules that apply in court, and discovery is more limited. The arbitrator's decisions are as enforceable as any court order and are subject to very limited review by a court. Except as set forth below, the arbitrator's decision will be final and binding. Other rights you or we would have in court may also not be available in arbitration.

Initiating Arbitration

If you and we agree to proceed to arbitration, claims will be referred to either JAMS or AAA, as selected by the party electing arbitration. Claims will be resolved pursuant to this Arbitration provision and the selected organization's rules in effect when the claim

is filed, except where those rules conflict with this Loan Agreement. If we choose the organization, you may select the other within 30 days after receiving notice of our selection.

Contact JAMS or AAA to begin an arbitration or for other information. Claims also may be referred to another arbitration organization if you and we agree in writing or to an arbitrator appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. sec. 1-16 (FAA). We will not request arbitration for any claim you file in small claims court, so long as the claim is individual and pending only in that court. You may otherwise elect to arbitrate any claim at any time unless it has been filed in court and trial has begun or final judgment has been entered.

Limitations on Arbitration

If the parties agree to resolve a claim by arbitration, that claim will be arbitrated on an individual basis pursuant to that agreement, and the agreement would not allow claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of the general public, other card members, other Personal Loan borrowers or other persons similarly situated.

The arbitrator's authority is limited to claims between you and us alone. Claims may not be joined or consolidated unless you and we agree in writing. An arbitration award and any judgment confirming it will apply only to the specific case and cannot be used in any other case except to enforce the award.

Notwithstanding any other provision and without waiving the right to appeal such decision, if any portion of these *Limitations on Arbitration* provisions is deemed invalid or unenforceable, then the entire Arbitration provision (other than this sentence) will not apply.

Arbitration Procedures

This Arbitration provision is governed by the FAA. The arbitrator will apply applicable substantive law, statutes of limitations and privileges. The arbitrator will not apply any federal or state rules of civil procedure or evidence in matters relating to evidence or discovery. Subject to the *Limitations on Arbitration* provisions, the arbitrator may otherwise award any relief available in court. The arbitration will be confidential, but you may notify any government authority of your claim.

If your claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, through a telephonic hearing, or by an in person hearing. At any party's request, the arbitrator will provide a brief written explanation of the award. The arbitrator's award will be final and binding, except for any right of appeal provided by the FAA; however, any party will have 30 days to appeal the award by notifying the arbitration organization and all parties in writing. The organization will appoint a three arbitrator panel to decide anew, by majority vote based on written submissions, any aspect of the decision objected to. Judgment upon any award may be entered in any court having jurisdiction. At your election, arbitration hearings will take place in the federal judicial district of your residence.

Arbitration Fees and Costs

You will be responsible for paying your share of any *arbitration fees* (including filing, administrative, hearing or other fees), but only up to the amount of the filing fees you would have incurred if you had brought a claim in court. We will be responsible for any additional arbitration fees. At your written request, we will consider in good faith making a temporary advance of your share of any arbitration fees, or paying for the reasonable fees of an expert appointed by the arbitrator for good cause.

Additional Arbitration Awards

If the arbitrator rules in your favor for an amount greater than any final offer we made before arbitration, the arbitrator's award will include: (1) any money to which you are entitled, but in no case less than \$5,000; and (2) any reasonable attorneys' fees, costs and expert and other witness fees.

Continuation

This section will survive termination of your loan account, voluntary payment of your loan balance, any legal proceeding to collect a debt, any bankruptcy and any sale of your loan (in the case of a sale, its terms will apply to the buyer of your loan). If any portion

of this Claims Resolution section, except as otherwise provided in the *Limitations on Arbitration* subsection, is deemed invalid or unenforceable, it will not invalidate the remaining portions of this Claims Resolution section.

25. State Disclosures

FOR CALIFORNIA RESIDENTS ONLY. If you are married, you may apply for a separate loan.

FOR IOWA RESIDENTS ONLY. NOTICE TO CONSUMER: (1) Do not sign this paper before you read it. (2) You are entitled to a copy of this paper. (3) You may prepay the entire balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law. **IMPORTANT: READ BEFORE SIGNING.** The terms of this agreement should be read carefully because only those terms in writing are enforceable. No other terms or oral promises not contained in this written contract may be legally enforced. You may change the terms of this agreement only by another written agreement.

FOR KANSAS RESIDENTS ONLY. NOTICE TO CONSUMER: (1) Do not sign this agreement before you read it. (2) You are entitled to a copy of this agreement. (3) You may prepay the unpaid balance at any time.

FOR MISSOURI RESIDENTS ONLY. Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

FOR NEW HAMPSHIRE RESIDENTS ONLY. (1) Reasonable attorneys' fees shall be awarded to the buyer, borrower or debtor if he prevails in (i) any action, suit or proceeding brought by the retail seller, lender or creditor; or (ii) an action brought by the buyer, borrower or debtor; and (2) If a buyer, borrower or debtor successfully asserts a partial defense or set-off, recoupment or counterclaim to an action brought by the retail seller, lender or creditor, the court may withhold from the retail seller, lender or creditor the entire amount or such portion of the attorney fees as the court considers equitable.

FOR NEW JERSEY RESIDENTS ONLY: Because certain provisions of this Agreement are subject to applicable laws, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.

FOR OHIO RESIDENTS ONLY: The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio civil rights commission administers compliance with this law.

FOR WISCONSIN RESIDENTS ONLY. No provision of any marital property agreement, unilateral agreement, or court decree under Wisconsin's Marital Property Act will adversely affect a creditor's interest unless, prior to the time credit is granted, the creditor is furnished a copy of that agreement or decree or is given complete information about the agreement or decree.

NOTICE TO CUSTOMER (a) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE REVERSE SIDE, EVEN IF OTHERWISE ADVISED. (b) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES. (c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN. (d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

David B Nigro

David B Nigro, Chief Credit Officer,

American Express National Bank

2025-08-30T11:45:18Z

Manunya Polboonsri

2025-08-30T11:45:18Z

RESTAURANT SALE AGREEMENT

This Restaurant Sale Agreement ("Agreement") is entered into on this day **Tuesday 8 of July 2025** by and between:

1. Seller: Kaichi Yang Girouard, residing at 820 Skyline Drive Apt 19 Dracut MA 01826, hereinafter referred to as the 'Seller.'
2. Buyer: Apitchaya Boonyawong, residing at 245 Kelton Street Apt 34 Allston MA 02134, hereinafter referred to as the 'Buyer.'

The Seller agrees to sell, and the Buyer agrees to purchase the restaurant business under the following terms and conditions:

1. BUSINESS DESCRIPTION

The business being sold is known as **"Thai Jasmine - Chelmsford, MA"** located at 313 Littleton Road, Chelmsford, MA 01824.

2. PURCHASE PRICE AND PAYMENT TERMS

- 2.1. The total purchase price for the Business is ****\$100,000**** (One Hundred Thousand Dollars).
- 2.2. The Purchase Price shall be paid as follows:
 - a. A deposit of ****50,000.00**** (Fifty Thousand Dollars) upon signing this Agreement.
 - b. The remaining balance of ****\$50,000**** (Fifty Thousand Dollars) shall be paid on or before the 31st of August 2025.

3. ASSETS INCLUDED IN THE SALE

The following assets are included in the sale:

- a. All equipment, fixtures, and furniture located at the Business premises.
- b. Inventory of food, beverages, and supplies as of the Closing Date.
- c. Intellectual property, including trademarks, logos, menus, and branding materials.
- d. Customer lists, vendor contracts, and goodwill.
- e. Licenses and permits transferable to the Buyer.

4. LIABILITIES

The Buyer shall not assume any of the Seller's debts or liabilities, unless expressly agreed upon in writing.

5. DUE DILIGENCE

- 5.1. The Buyer confirms that they have conducted all necessary due diligence, including review of financial statements, permits, and inspection of the Business.
- 5.2. The Seller represents that the Business is in compliance with all applicable laws and regulations.

6. CONDITIONS OF SALE

6.1. The sale is contingent upon the successful transfer of all licenses and permits required to operate the Business, including but not limited to:

- Food Permit
- Building Permit
- Liquor License
- Business Phone Number
- Business Website

7. CLOSING DATE

The sale will be finalized on or before **July 31 2025**. At that time:

- Ownership of the Business and assets will transfer to the Buyer.

8. CONFIDENTIALITY

Both parties agree to keep the terms of this Agreement confidential and not disclose any details to third parties, except as required by law. Ownership of the Business and assets will transfer to the Buyer.

9. DISPUTE RESOLUTION

Any disputes arising from this Agreement shall be resolved through:

- Negotiation between the parties.
- If unresolved, binding arbitration under the laws of Massachusetts, USA.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties. Any amendments must be made in writing and signed by both parties.

11. GOVERNING LAW

This Agreement shall be governed by the laws of Massachusetts, USA.

12. SIGNATURES

Seller:

Name: Katchi Yang Girouard

Signature: Kat Chi

Date: 07/08/25

Sellers Witnesses

Name: ZAHASOM BUSBARAT

Signature: Z.

Date: 7-8-25

Buyers:

Name: Apitchaya Boonyawong

Signature: Apitchaya

Date: 07/08/25

Buyers Witnesses

Name: Manunya Polbansri

Signature: Manunya P.

Date: 07/08/25

Cash Receipt

Receipt No.: _____

Date: 07/08/2025

Received from:

Name: Apitchaya Boonyawong

Address: 245 Kelton St Apt 34, Allston MA 02134

Amount Received: \$50,000 (Fifty Thousand Dollars and 00/100)

Payment Details:

- \$30,000 paid by personal check
- \$20,000 paid in cash (counted and received in full)

Purpose of Payment: First installment payment for the purchase of the restaurant _____

This is to acknowledge that the above amount has been received in full and accurately.

Received by:

Name: KAICHI YANG GIROUARD

Signature: Kaichi

Date: 7-8-25

witness

Name: Manunya Polboonsri

Signature: Manunya P.

Date: 7/8/25

Name: Kheppapha Bisbarat

Signature: Kheppapha

Date: 07/08/25

LEASE

1. PARTIES

Garrison Plac Inc LESSOR, which expression shall include its heirs, successors, and assigns where the context so admits, does hereby lease to Apitchaya Boonyawong LESSEE, which expression shall include its successors, executors, administrators, and assigns where the context so admits, and the LESSEE hereby leases the following described premises:

2. PREMISES (fill in and include, if applicable, suite number, and square feet)

313 Littleton Road, Unit 2, 3 & 4 Chelmsford MA 01824

together with the right to use in common, with others entitled thereto, the hallways, stairways, and elevators necessary for access to said leased premises, and lavatories nearest thereto.

3. TERM

The term of this lease shall be for one year commencing on August 1, 2025 and ending on July 31, 2026.

4. RENT

The LESSEE shall pay to the LESSOR rent at the rate of \$42000 - dollars per year, payable in advance in monthly installments of \$3500 -. Rent checks are due on or before the first of each month. Any payment of rent made ten (10) days after the date due shall be accompanied by a late fee of fifty (50) dollars.

5. SECURITY DEPOSIT (fill in)

Upon the execution of this lease, the LESSEE shall pay to the LESSOR the amount of \$3500 dollars, which shall be held as a security for the LESSEE's performance as herein provided and refunded to the LESSEE at the end of this lease subject to the LESSEE's satisfactory compliance with the conditions hereof.

6. RENT ADJUSTMENT

N/A

7. UTILITIES

The LESSEE shall pay, as they become due, all bills for electricity and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the leased premises and presently separately metered, and all bills for fuel furnished to a separate tank servicing the leased premises exclusively. The LESSOR agrees to provide all other utility service and to furnish reasonably hot and cold water and reasonable heat and air conditioning* (except to the extent that the same are furnished through separately metered utilities or separate fuel tanks as set forth above) to the leased premises, the hallways, stairways, elevators, and lavatories during normal business hours on regular business days of the heating and air conditioning* seasons of each year, to furnish elevator service and to light passageways and stairways during business hours, and to furnish such cleaning service as is customary in similar buildings in said city or town, all subject to interruption due to any accident, to the making of repairs, alterations, or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for said building, or to any cause beyond the LESSOR's control.

LESSOR shall have no obligation to provide utilities or equipment other than the utilities and equipment within the premises as of the commencement date of this lease. In the event LESSEE requires additional utilities or equipment, the installation and maintenance thereof shall be the LESSEE's sole obligation provided that such installation shall be subject to the written consent of the LESSOR.

Lessee shall pay water, sewer and grease trap pumping, pest control, electricity and gas, trash removal --- (AP) (NC)

8. **USE OF LEASED PREMISES** The LESSEE shall use the leased premises only for the purpose of *Thai restaurant*
9. **COMPLIANCE WITH LAWS** The LESSEE acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by-law or ordinance in force in the city or town in which the premises are situated.
10. **FIRE INSURANCE** The LESSEE shall not permit any use of the leased premises which will make voidable any insurance on the property of which the leased premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. The LESSEE shall on demand reimburse the LESSOR, and all other tenants, all extra insurance premiums caused by the LESSEE's use of the premises.
11. **MAINTENANCE** The LESSEE agrees to maintain the leased premises in good condition, damage by fire and other casualty only excepted, and acknowledging that the leased premises are now in good order.
- A. **LESSEE'S OBLIGATIONS** The LESSEE shall not permit the leased premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. LESSEE shall obtain written consent of LESSOR before erecting any sign on the premises.
- B. **LESSOR'S OBLIGATIONS** The LESSOR agrees to maintain the structure of the building of which the leased premises are a part in the same condition as it is at the commencement of the term or as it may be put in during the term of this lease reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance is required because of the LESSEE or those for whose conduct the LESSEE is legally responsible.
12. **ALTERATIONS - ADDITIONS** The LESSEE shall not make structural alterations or additions to the leased premises, but may make non-structural alterations provided the LESSOR consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at LESSEE's expense and shall be in quality at least equal to the present construction. LESSEE shall not permit any mechanics liens, or similar liens, to remain upon the leased premises for labor and material furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work of any character performed or claimed to have been performed at the direction of LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR. Any alterations or improvements made by the LESSEE shall become the property of the LESSOR at the termination of occupancy as provided herein.
13. **ASSIGNMENT - SUBLEASING** The LESSEE shall not assign or sublet the whole or any part of the leased premises without LESSOR's prior written consent. Notwithstanding such consent, LESSEE shall remain liable to LESSOR for the payment of all rent and for the full performance of the covenants and conditions of this lease.
14. **SUBORDINATION** This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage now or at any time hereafter, a lien or liens on the property of which the leased premises are a part and the LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage.
15. **LESSOR'S ACCESS** The LESSOR or agents of the LESSOR may, at reasonable times, enter to view the leased premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as LESSOR should elect to do and may show the leased premises to others, and at any time within three (3) months before the expiration of the term, may affix to any suitable part of the leased premises a notice for letting or selling the leased premises or

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property of which the leased premises are a part and keep the same so affixed without hindrance or molestation.

16. INDEMNIFICATION AND LIABILITY The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by the use or escape of water or by the bursting of pipes, as well as from any claim or damage resulting from neglect in not removing snow and ice from the roof of the building or from the sidewalks bordering upon the premises so leased, or by any nuisance made or suffered on the leased premises, unless such loss is caused by the neglect of the LESSOR. The removal of snow and ice from the sidewalks bordering the leased premises shall be LESSEE responsibility. The LESSOR will remove the snow from the parking lot by truck only.

17. LESSEE'S LIABILITY INSURANCE The LESSEE shall maintain with respect to the leased premises and the property of which the leased premises are a part comprehensive public liability insurance in the amount of \$500K with property damage insurance in limits of \$100K in responsible companies qualified to do business in Massachusetts and in good standing therein insuring the LESSOR as well as LESSEE against injury to persons or damage to property as provided. The LESSEE shall deposit with the LESSOR certificates for such insurance at or prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least ten (10) days prior written notice to each assured named therein.

18. FIRE CASUALTY - EMINENT DOMAIN Should a substantial portion of the leased premises or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR may elect to terminate this lease. When such fire, casualty or taking renders the leased premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the LESSEE may elect to terminate this lease if:
(A) The LESSOR fails to give written notice within thirty (30) days of intention to restore leased premises, or
(B) The LESSOR fails to restore the leased premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty or taking.
The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the leased premises for any taking by eminent domain, except for damage to the LESSEE's fixtures, property, or equipment.

19. DEFAULT AND BANKRUPTCY In the event that:
(A) The LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof; or
(B) The LESSEE shall default in the observance or performance of any other of the LESSEE's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or
(C) The LESSEE shall be declared bankrupt or insolvent according to law, or if any assignment shall be made of LESSEE's property for the benefit of creditors,

then the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the leased premises, to declare the term of this lease ended, and remove the LESSEE's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments, which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed under or by virtue of any of the provisions in any article of this lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of

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10 percent per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

20. NOTICE

Any notice from the LESSOR to the LESSEE relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to the LESSEE, or if mailed to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE. Any notice from the LESSEE to the LESSOR relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LESSOR by registered or certified mail, return receipt requested.

21. SURRENDER

The LESSEE shall at the expiration or other termination of this lease remove all LESSEE's goods and effects from the leased premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises). LESSEE shall deliver to the LESSOR the leased premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the leased premises, in good condition, damage by fire or other casualty only excepted. In the event of the LESSEE's failure to remove any of LESSEE's property from the premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE's expense, or to retain same under LESSOR's control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder or to destroy such property.

22. OTHER PROVISIONS

It is also understood and agreed that Tenant/Lessee agrees to pay all necessary expenses to keep in good condition and repair all structural, mechanical, electrical, plumbing, air conditioning and heating components which are within the confines of the leased premises. Tenant/Lessee shall notify Landlord/Lessor prior to making any repair unless it is an emergency. In those situations where it is not possible to notify the Landlord/Lessor in advance, then Tenant/Lessee shall notify Landlord/Lessor as soon as possible after such repair or maintenance and present Landlord/Lessor with a copy of all invoices and other document describing the work performed.

It shall be Landlord/Lessor's responsibility to pay for common area maintenance and repair, and to pay real estate taxes assessed by the Town for property taxes.

It is also understood and agreed of the following conditions:

The LESSEE shall inform LESSOR no less than 90 days before the expiration of the Lease that the LESSEE will vacate the leased premises at the end of the Lease.

Apitchaya
Apitchaya Boonyawang
LESSEE

Marnay Cheng / P
Garrison Place Inc.
LESSOR

NONE
BROKER(S)

7/22/2025
DATE

Apitchaya Boonyawang is personally guaranteed the lease Apitchaya
LESSEE

PUBLIC NOTICE

**LEGAL NOTICE
TOWN OF
CHELMSFORD
PUBLIC HEARING**

The Select Board will conduct a Public Hearing under the provisions of M.G.L. c.138 on February 9, 2026, at 6:00PM in Room 204 of the Town Offices, 50 Billerica Rd. on the application for an All Alcoholic Beverages Restaurant License for House of Charoen LLC, DBA Udomsuk Thai Kitchen and Bar to be exercised on the premises at 313 Littleton Rd, Unit 2.

Select Board

1/30/2026

#NY0167305

ABUTTER LIST

| ACCT | MAP | BLOCK | LOT | UNIT | LOCATION | ADDRESS | City | State | Zip | OWNER | CO-OWNER |
|-------|-----|-------|-----|------|------------------------|------------------------|------------|-------|-------|--|---------------------------------|
| 16451 | 99 | 403 | 11 | 01 | 311 LITTLETON RD #U-01 | 311 LITTLETON RD U-01 | CHELMSFORD | MA | 01824 | PUTRAVU PHANIKUMAR | |
| 16452 | 99 | 403 | 11 | 19 | 311 LITTLETON RD #U-19 | 311 LITTLETON RD U-19 | CHELMSFORD | MA | 01824 | SODHI DAVINDER & | GANDHI NEETU |
| 16453 | 99 | 403 | 11 | 17 | 311 LITTLETON RD #U-17 | 311 LITTLETON RD #U-17 | CHELMSFORD | MA | 01824 | HUYNH THUY T | VO TRIM |
| 16454 | 99 | 403 | 11 | 09 | 311 LITTLETON RD #U-09 | 311 LITTLETON RD U-09 | CHELMSFORD | MA | 01824 | MISTRY DIMPAL | |
| 16455 | 99 | 403 | 11 | 07 | 311 LITTLETON RD #U-07 | 311 LITTLETON RD #U-07 | CHELMSFORD | MA | 01824 | EDGECOMB GARRETT E | |
| 16456 | 99 | 403 | 11 | 05 | 311 LITTLETON RD #U-05 | 311 LITTLETON RD U-05 | CHELMSFORD | MA | 01824 | BASU SUJIT TRUSTEE | |
| 16457 | 99 | 403 | 11 | 03 | 311 LITTLETON RD #U-03 | 311 LITTLETON RD U-03 | CHELMSFORD | MA | 01824 | JENNIYA SOCHEATA | |
| 16458 | 99 | 403 | 11 | 66 | 311 LITTLETON RD #U-66 | 311 LITTLETON RD U-66 | CHELMSFORD | MA | 01824 | KRISHNAMURTHY VINOTH | |
| 16459 | 99 | 403 | 11 | 64 | 311 LITTLETON RD #U-64 | 311 LITTLETON RD U-64 | CHELMSFORD | MA | 01824 | ANKU VENKATA SOMARAJU TIRUMALASETTI & | VIJAYA LAKSHMI TIRUMALASETTI |
| 16460 | 99 | 403 | 11 | 62 | 311 LITTLETON RD #U-62 | 311 LITTLETON RD U-62 | CHELMSFORD | MA | 01824 | MACHERLA SAYAREDDY & | MACHERLA SAVITA |
| 16461 | 99 | 403 | 11 | 60 | 311 LITTLETON RD #U-60 | 311 LITTLETON RD U-60 | CHELMSFORD | MA | 01824 | KAKUMANU SRIKANTH | |
| 16462 | 99 | 403 | 11 | 58 | 311 LITTLETON RD #U-58 | 311 LITTLETON RD U-58 | CHELMSFORD | MA | 01824 | TANG LI & | GAO JUN |
| 16463 | 99 | 403 | 11 | 56 | 311 LITTLETON RD #U-56 | 311 LITTLETON RD U-56 | CHELMSFORD | MA | 01824 | MAMILLA VIJENDAR & | MAMDADI PAVANI |
| 16464 | 99 | 403 | 11 | 54 | 311 LITTLETON RD #U-54 | 311 LITTLETON RD U-54 | CHELMSFORD | MA | 01824 | EERNI VEERA VENKATA SATYA NARAYANA MURTHY & | DODDI, NAIMISHA |
| 16465 | 99 | 403 | 11 | 52 | 311 LITTLETON RD #U-52 | 311 LITTLETON RD U-52 | CHELMSFORD | MA | 01824 | SHARMA, JYOTI & | SUBHASH KUMAR SHARM |
| 16466 | 99 | 403 | 11 | 50 | 311 LITTLETON RD #U-50 | 311 LITTLETON RD U-50 | CHELMSFORD | MA | 01824 | KRISHNAMURTHY SRINIVASAN & | SRINIVASAN SUDHAMATHI |
| 16467 | 99 | 403 | 11 | 48 | 311 LITTLETON RD #U-48 | 4 COLONEL ROLLS DR | WESTFORD | MA | 01886 | CHG 48 LLC | |
| 16468 | 99 | 403 | 11 | 46 | 311 LITTLETON RD #U-46 | 311 LITTLETON RD U-46 | CHELMSFORD | MA | 01824 | GANGAPURAM SWETHA | |
| 16469 | 99 | 403 | 11 | 44 | 311 LITTLETON RD #U-44 | 311 LITTLETON RD U-44 | CHELMSFORD | MA | 01824 | DUVVURI SHRAVAN & | DESHPANDE VALDEHI |
| 16470 | 99 | 403 | 11 | 42 | 311 LITTLETON RD #U-42 | 311 LITTLETON RD U-42 | CHELMSFORD | MA | 01824 | RAMCHANDANI AMIT & | RAMCHANDANI SHALU |
| 16471 | 99 | 403 | 11 | 40 | 311 LITTLETON RD #U-40 | 311 LITTLETON RD U-40 | CHELMSFORD | MA | 01824 | DOS SANTOS ALEXANDRE | |
| 16472 | 99 | 403 | 11 | 38 | 311 LITTLETON RD #U-38 | 311 LITTLETON RD #U-38 | CHELMSFORD | MA | 01824 | YANUMULA RAVIPRASAD | KADAMUTHURI SRILATHA |
| 16473 | 99 | 403 | 11 | 36 | 311 LITTLETON RD #U-36 | 311 LITTLETON RD U-36 | CHELMSFORD | MA | 01824 | HARI PRASAD RAVI KUMAR & | SOWMYA MANOHAR |
| 16474 | 99 | 403 | 11 | 34 | 311 LITTLETON RD #U-34 | 311 LITTLETON RD U-34 | CHELMSFORD | MA | 01824 | LAROCHE SUEYO | |
| 16475 | 99 | 403 | 11 | 32 | 311 LITTLETON RD #U-32 | 311 LITTLETON RD U-32 | CHELMSFORD | MA | 01824 | DARJI PINKESH P | |



Town of Chelmsford BUSINESS CERTIFICATE

FILE #: 46197
File Date: October 16, 2025
Exp. Date: October 16, 2029

New Business or Renewal: \$60 New Business Business Renewal
Changes: \$30 Change of DBA Name/Address Partial Addition/Removal of Owner Discontinuance of Business

In conformity with M.G.L. c. 110 s. 5, as amended, the undersigned hereby declares that a business is conducted under the title of:

1. DOING BUSINESS AS (Name of Business): Udomsuk Thai Kitchen and Bar

2. DBA OWNER: Apitchaya Boonyawong House of Charoen LLC

3. DBA BUSINESS ADDRESS: 313 Littleton Rd, Unit 2, Chelmsford, MA 01824

4. THE ABOVE LOCATION IS: A Commercial Address A Residential Address

5. Brief description of DBA business: Thai Restaurant

6. Is your business involved in any of the following activities (serving or selling food or tobacco, operating a tanning salon or sauna, providing childcare services, offering tattoo/body art (including microblading), or running a camp?) Yes No
(If yes, please circle or underline which one(s))

7. Are you changing the current use of the space? Yes No

8. Telephone Number: 781-492-3532 9. Mailing Address (if Different): _____

10. Email: Udomsukkitchen@gmail.com 11. Is this a minority owned business? (optional) Yes No

| | | |
|------------------------------|-----------------------|--|
| PRINTED NAME(S) of SIGNER(S) | Title | OWNER ADDRESS (Corp. address, if Corporation) |
| <u>Apitchaya Boonyawong</u> | <u>Business Owner</u> | <u>47 Boston Rd, Apt 101 313 Littleton Rd, Unit 2, Chelmsford, MA 01824</u> |

HEALTH DEPARTMENT APPROVAL: If you answered "Yes" to Question 6, please visit the Health Department.

Signature of Health Inspector/Director: Mark Maxwell Date 10/7/25

BUILDING COMMISSIONER APPROVAL: Residential: Only required if filing for a new business or address change. Commercial: Building Commissioner must approve changes, renewals, and new DBAs.

The Building Commissioner may require further review prior to signing. Additional licenses/permits may be required. The Building Commissioner will sign off when available.

Will you be performing renovations or construction on this property? Yes No If yes, please specify: _____

Signature of Building Commissioner: Jim W. Regier Date 10-16-25

NOTARIZATION OR CHELMSFORD TOWN CLERK CERTIFICATION: Business owner(s) who cannot sign in the presence of the Chelmsford Town Clerk must sign in the presence of a Notary Public.

Signature(s): Apitchaya Date: 10/16/25

ID Check(s): THE ABOVE-NAMED PERSON(S) PERSONALLY APPEARED BEFORE ME AND MADE AN OATH THAT THE FOREGOING STATEMENT IS TRUE.

A TRUE COPY ATTEST:

Patricia C. Guiso
TOWN CLERK - CHELMSFORD, MA

[Signature]
Notary Public Signature/
Town Clerk Representative Signature

N/A
Commission Expiration



SELECT BOARD
Town Offices
50 Billerica Road
Chelmsford, MA 01824-2777
Phone (978) 250-5202



2026 License

License Type: **Common Victualler**

License Number: CV-26-021

Issued to: House of Charoen, LLC

D.B.A.: **Udomsuk Thai Kitchen and Bar**

Managed by: Apitchaya Boonyawong

Located at: 313 Littleton Road, Units 2, 3, & 4

Described Premises: Single Story Restaurant appromixmatly 2,800 sq ft with main dining room area, bar section, kitchen, and restrooms. Two customer enterences/exits

Seating: 84 Seats 10 Standing
Total Occupancy 99

Restrictions: Daily 10:30 AM - 1:00 AM

Based on the application submitted, the foregoing license(s) have been voted favorably by the Board in accordance with the regulations and restrictions of the Board, Town of Chelmsford Code, and Massachusetts General Laws Chapter 140. This license is issued to the above-named licensee only and is not transferable without the express approval of the Board.

Patrick J Maloney, Chair

Aaron D. Cunningham, Clerk

Pat Wojtas, Vice Chair

Jeffrey A. Hardy

This license certificate must be posted in a conspicuous place upon the premises that is in full public view.

The above license shall expire on December 31, 2026.



SELECT BOARD
Town Offices
50 Billerica Road
Chelmsford, MA 01824-2777
(978) 250-5202

January 20, 2026

Attorney David Keele
9 Billerica Rd
Chelmsford, MA 01824

SENT VIA EMAIL

Dear Attorney David Keele,

Notice is hereby given that the Select Board will conduct a public hearing on the application for an Alteration of Premises and Pledge of License on the All Alcoholic Beverages Package Store License for Kanissa, Inc, DBA Chelmsford Wine and Spirits exercised on the premises at 133 Princeton St. This hearing will take place at **6:00 PM on Monday, February 9, 2026, at the Town Offices, 50 Billerica Road, Room 204**. It is required that the applicant or a representative attend this hearing. You may participate in person or virtually via Zoom. If you would like to participate via zoom, please request the Zoom Link via email (TMOffice@chelmsfordma.gov) no later than 12:00pm (noon) on February 9th.

Advertisement of this public hearing will appear in the Lowell Sun on January 29th. Enclosed please find a list of abutters prepared by the Board of Assessors. **It is required that the applicant notify the owners of all property that abuts 133 Princeton St within three days of the publication of the advertisement, by Certified Mail, Return Receipt Requested.** You may use a copy of the legal ad enclosed and photocopy it for notice to the abutters. The white mailing receipts and green return receipt cards must be presented to the Board prior to or at the time of the hearing.

If you have any questions, please contact me at (978) 244 3302 or JGeraghty@chelmsfordma.gov.

Sincerely,

James Geraghty
Operations Assistant

ALCOHOL LICENSE AMENDMENT - ALTERATION OF PREMISES

Licensee: Konisse Inc.

ABCC Requirements

- Monetary Transmittal Form
- \$200 fee via ePay
- Alteration of Premises/Change of Location Application
- Vote of the Corporate Board
- Floor Plan
- Advertisement
- Legal Right to Occupy (*lease or deed*)
- Supporting financial records
- Abutter's Notification
- Pledge of License, Stock, or Inventory Application
- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Pledge documentation
- Promissory Note

Additional Town Requirements

- Application for License – General
- Departmental Review Sheet
- Current Business Certificate (if required by M.G.L. c.110 §5)
- \$100 Filing Fee
- Advertisement Fee

Complete J. C. Cragg

Incomplete _____

ALCOHOL LICENSE AMENDMENT - ALTERATION OF PREMISES

Licensee: Konisse Inc.

ABCC Requirements

- Monetary Transmittal Form
- \$200 fee via ePay
- Alteration of Premises/Change of Location Application
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- Legal Right to Occupy (*lease or deed*)
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- Application for License – General
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- Current Business Certificate (if required by M.G.L. c.110 §5)
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- Advertisement Fee

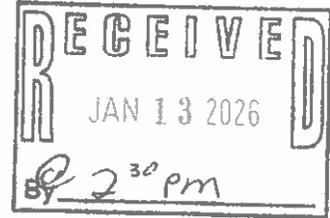
Complete J. Craghty

Incomplete _____

DAVID A. KEELE & ASSOCIATES, LLC

ATTORNEYS AT LAW
9 BILLERICA ROAD
CHELMSFORD, MA 01824

PHONE 978-244-2400
FACSIMILE 978-244-1111
DAVID@KEELELAWFIRM.COM



DAVID A. KEELE, ESQUIRE
ALICIA N. BADOLATO, ESQUIRE

January 12, 2026

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

RE: Multiple Amendments; Alteration of Premises & Pledge of License

To whom this may concern: Enclosed herewith please find the following:

Pledge of License

1. Monetary Transmittal Form
2. Payment Receipt
3. DOR Certificate of Good Standing
4. DUA Certificate of Compliance
5. Application for Multiple Amendments
6. Vote of Entity Board
7. Promissory Notes (2)

Alteration of Premises

1. Monetary Transmittal Form
2. Payment Receipt
3. Application for Multiple Amendments
4. Vote of Entity Board
5. Supporting Financial Records (Recorded Mortgages)
6. Legal Right to Occupy (Deed and Lease Agreement)
7. Floor Plan

Please do not hesitate to contact this office should you have any questions or concerns.

Very truly yours,


David A. Keele



SELECT BOARD
Town Offices
50 Billerica Road
Chelmsford, MA 01824-2777
(978) 250-5202 FAX: (978) 250-5252

APPLICATION FOR LICENSE

INFORMATION TO BE FURNISHED BY APPLICANT – GENERAL

1. Type of License Applied for ___ Liquor License _____
2. Official Name on License ___ Kanissa Inc. _____
3. D/B/A/ (if applicable) ___ Chelmsford Wine & Spirits _____
4. Address of Establishment ___ 133 Princeton Street North Chelmsford, MA 01863 _____
5. On Premises Phone Number ___ Applicants Mobile Number: 978-888-4627 _____
6. Manager's Name, Address and Home Phone # ___ Visoth Nuon _____
____ 14 Kelshill Road North Chelmsford MA 01863 _____
7. Hours of Operation Requested:
Weekdays ___ 8am to 10pm _____
Sundays ___ 10am to 6pm _____
8. Seating Capacity ___ 181 (building occupancy) _____



SELECT BOARD
Town Offices
50 Billerica Road
Chelmsford, MA 01824-2777

Phone: (978) 250-5202

DEPARTMENTAL REVIEW SHEET
FOR SELECT BOARD LICENSE APPLICATIONS

Please complete this form and attach the floor or parking plan, if required. Submit this form with your complete application packet to the Select Board office, and departmental comments will be obtained internally. Departments may request additional information as needed.

For planning purposes, you may contact any departments prior to completing your application. For any renovations, alterations, or new buildings, a preliminary review with the Building Commissioner is strongly recommended.

Application Type:

New License

Transfer of Existing License

Current Licensee _____

* Amendment to Existing License

Amendment Type(s) Alteration of Premises (Smaller) _____

License Type _____ Liquor _____

Name of Business Kanissa Inc. DBA Chelmsford Wine & Spirits _____

Premises Address 133 Princeton Street North Chelmsford MA 01863 _____

Application Contact: Name: Visoth Nuon Phone #: 978-888-4627 _____

E-mail Address: Visothnuon@gmail.com _____

Existing Use of Premises New Construction Capacity** _____

Proposed Use of Premises Liquor Store Capacity** 181 _____

** Seating capacity for restaurants and number of cars for sale for auto dealers

Do you plan to make any renovations or physical alterations to the premises?

No * Yes - Proposed Changes Structure to be smaller than _____

original design. _____

A preliminary review with the Building Commissioner is strongly recommended

Plans Attached -**Floor plans** are required for new/transfer Common Victualler & Alcohol licenses and for amendments involving alterations to the premises.

-**Parking plans** are required for Auto Dealer licenses

Select Board Licensing

Department Review Sheet

To be completed by Town Personnel Only

Please note if your department has any concerns with this Select Board License application, citing specific codes if applicable. You may also note any requirements your department will have from this applicant.

Building Department/ADA

Review and Date: 1/14/2026

Comments: GC looking for TCO to bring inventory in. There is a punch list of items that need compliance before final CO. Fire extinguishers missing, bathroom ADA marking missing, Parking ADA marking missing, monument sign engineer evaluation/stamp required.

Community Development

Review and Date: Evan Belansky 1/14/26

Comments: PB approved the modification for reduced sq. Ft. and other associated site / building changes.

Board of Health

Review and Date: 1/15/26

Comments: No Concerns

Tax Collectors Office

Review and Date: John Sousa, Jr., Treasurer-Collector 1/14/2026

Comments: No Concerns

Fire Department

Review and Date: Chief Ryan 1/16/2026

Comments: No concerns at this time.

Police Department

Review and Date: Police Chief Colin C. Spence 01/15/26

Comments: More detailed and complete parking plan of the entire parking lot is needed.

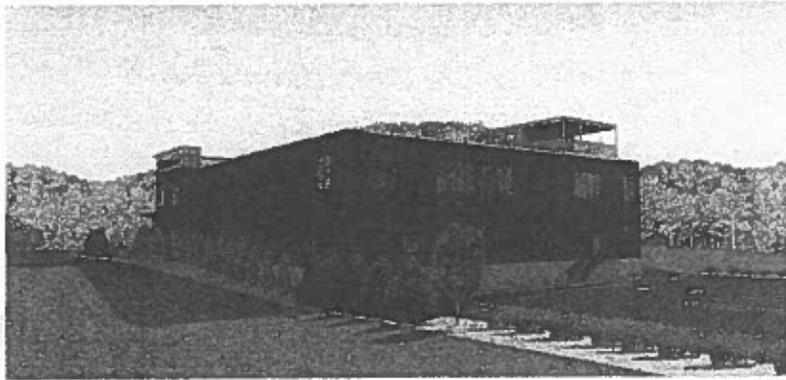
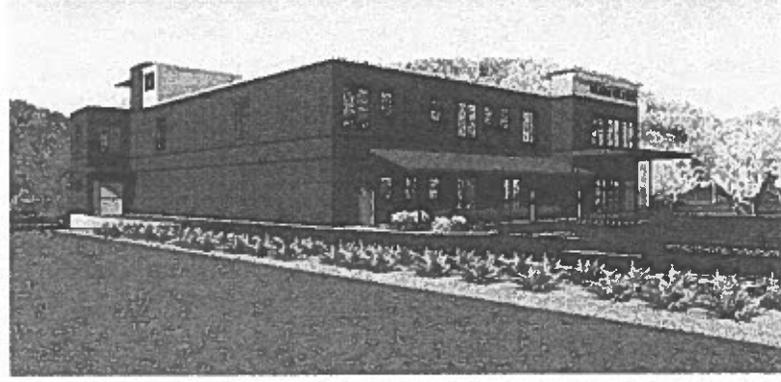
DPW

Review and Date: Anthony Reppucci, Town Engineer. 1/16/2026

Comments: No concerns with SB license application. Outstanding Items exist for CO, as-built stamped plan, letter of environmental compliance from designer, and connection of sump pump.

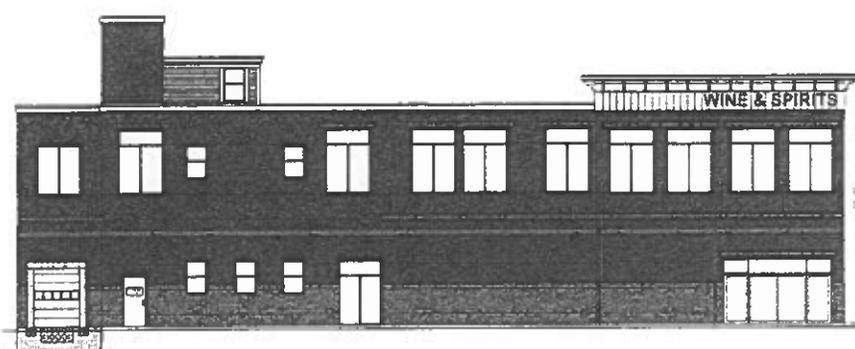
Addendum A

Original building, owned, developed and leased by Khlahann, LLC to Kanissa, Inc. was 35,952 sq ft with basement storage, first and second floor (potential retail/storage). Modified building is 24,177 sq ft with no basement, first floor retail, second floor storage and small rooftop penthouse accommodating elevator to roof top. No designated use for penthouse space has been determined



* These drawings are conceptual only. The actual construction documents may vary due to design changes necessary to meet current codes and regulations. Any major design changes are subject to Board approval.

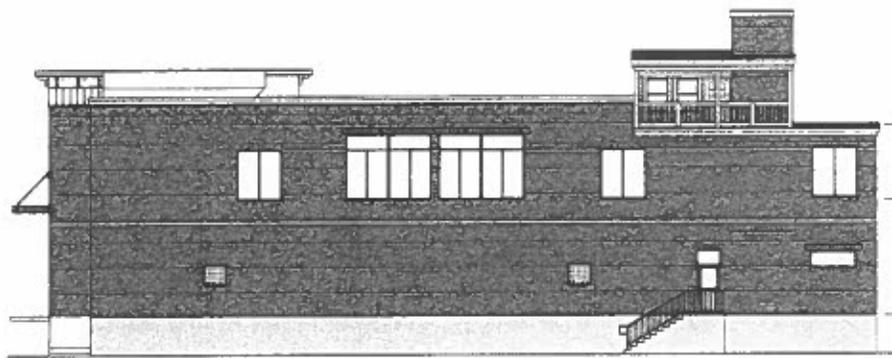
| | |
|--|---|
| Project No.: 18045 | |
| Date: November 30, 2025 | Drawn By: SD Checked By: JJ |
| <small>Copyright © Jozokos Architecture, Inc. All rights reserved. Per the Architectural Works Copyright Protection Act of 1990, this document shall not be copied, reproduced, stored in a retrieval system, or transmitted in any form, electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Jozokos Architecture, Inc. This document is not valid unless signed & sealed by James J. Jozokos, Architect.</small> | |
| Project: CHELMSFORD WINE & SPIRITS 133 PRINCETON ST. NORTH CHELMSFORD, MA | |
| Title: | PROPOSED RENDERINGS SK.4 |
| Jozokos Architecture Inc. 1147 Main Street #115, Tewksbury, MA (978) 986-1813 jozokos@comcast.net | |
| Sheet: | |



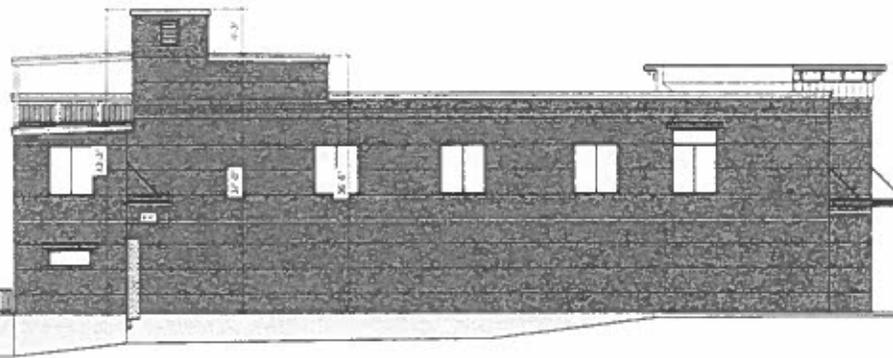
NEW PROPOSED FRONT ELEVATION
SCALE 1/8" = 1' 0"



NEW PROPOSED RIGHT SIDE ELEVATION
SCALE 1/8" = 1' 0"

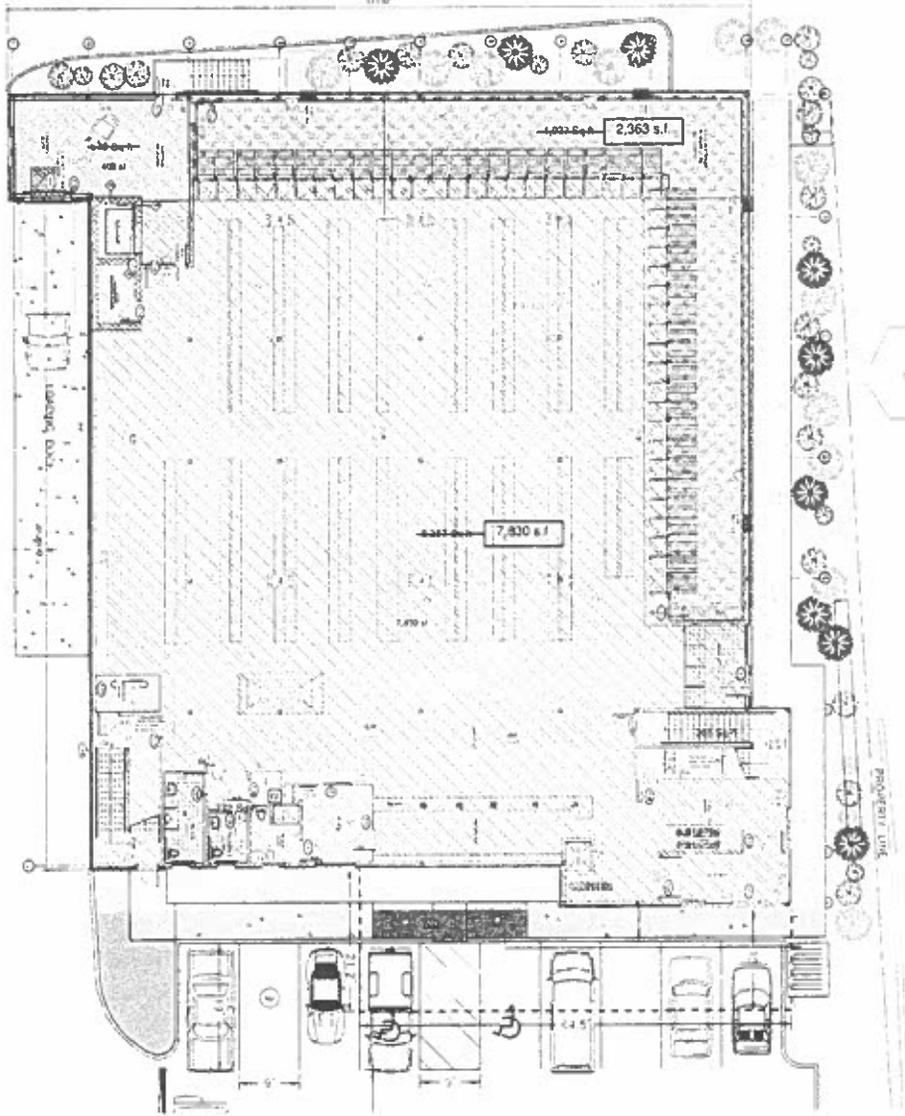


NEW PROPOSED REAR ELEVATION
SCALE 1/8" = 1' 0"



NEW PROPOSED LEFT SIDE ELEVATION
SCALE 1/8" = 1' 0"

18045
 AUGUST 14, 2015
 JOY JJ
 CHELSEA FORD WINE & SPIRITS
 133 PRINCE CON'S STREET
 NORTH CHELSEFORD, MASSACHUSETTS
 1147 Main Street, Suite 105, Framingham, MA (978) 485-1313 jph@jpharchitect.com
 JPH ARCHITECTURE INC.
 FOR BOARD APPROVAL ONLY
 3



TOTAL AREA 1ST FLOOR 11,736

TOTAL AREA 2ND FLOOR 11,736

TOTAL AREA 3RD FLOOR 705 S.F.

Total Building floor area 24,177 s.f.

TOTAL AREA 1ST FLOOR 11,736

NEW PROPOSED 1ST FLOOR PLAN
SCALE 1/8" = 1'-0"

- LEGEND
- SHOPPING
 - STORAGE
 - MECHANICAL/BACK OF HOUSE
 - EVENT SPACE

18045

DATE: AUGUST 19, 2013

DESIGNER: JG/JJ

PROJECT: CHELSEA FLOOR PLANS

PROJECT ADDRESS: 157 Main Street, Suite 105, Westbury, MA (978) 933-1813

PROJECT CONTACT: plan@plan.com

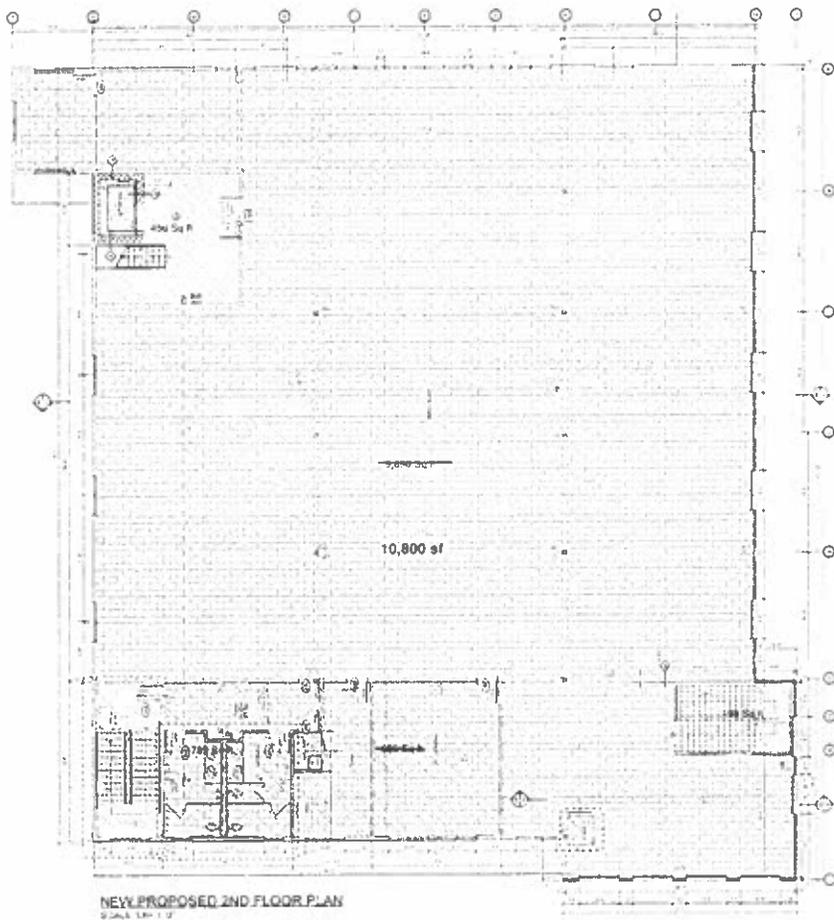
PROJECT: CHELSEA FLOOR PLANS

PROJECT ADDRESS: 157 Main Street, Suite 105, Westbury, MA (978) 933-1813

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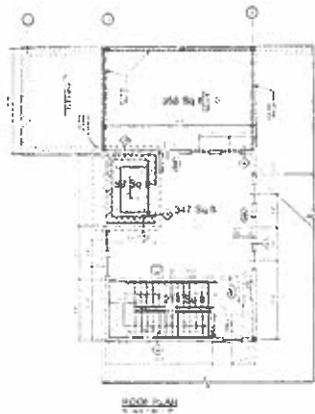
157 FLOOR PLANS

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



TOTAL AREA 2ND FLOOR 11,736

TOTAL AREA 3RD FLOOR 705 S.F.



- LEGEND
-  SHOPPING
 -  MECHANICAL BACK OF HOUSE
 -  EVENT SPACE
 -  STORAGE

Project No. 18045

Date: AUGUST 11, 2024

Drawn by: JGUU

Checked by: JJ

Scale: 1/8" = 1'-0" (Overall)
 1/4" = 1'-0" (Detail)
 1/2" = 1'-0" (Section)
 3/4" = 1'-0" (Elevation)
 1" = 1'-0" (Exterior Elevation)



CHELMSFORD WINE & SPIRITS
 133 PRINCETON STREET
 NORTH CHELMSFORD, MASSACHUSETTS
 (978) 883-1832

1147 May Street, Suite 105, Lowell, MA 01854
 ARCADE ARCHITECTURAL P.C.

2ND & 3RD FLOOR PLANS
 SCALE: 1/8" = 1'-0"

FOR RECORD
 APPROVED:

2
 3

David Keele

From: customerservice@nCourt.com
Sent: Friday, April 11, 2025 9:48 AM
To: David Keele
Subject: Receipt from nCourt

[YOUR RECEIPT >>](#)

Please include the payment receipt with your application. Thank you.

Paid To

Name: Massachusetts Alcoholic Beverages Control Commission - Retail
Address 1: 95 Fourth Street, Suite 3
City: Chelsea
State: Massachusetts
Zip: 02150

Payment On Behalf Of

First Name: Visoth Last Name: Nuon
Address 1: 133 Princeton Street
City: Chelmsford State/Territory: MA Zip: 01824
Phone: (978) 888-4627

| Description | Applicant, License or Registration Number | Amount |
|--------------------|---|----------|
| FILING FEES-RETAIL | 90427-PK-0200 | \$200.00 |

Receipt Date: 4/11/2025 9:47:49 AM ET
Invoice Number: 74162666-fc28-4dbe-97b5-23a2c474c507

Convenience Fee: \$5.18
Total Amount Paid: \$205.18

| Billing Information | Credit / Debit Card Information |
|---|---|
| First Name David Last Name Keele Address 1 10 Mountain Laurels Drive, Apt. 106 City Nashua State/Territory NH Zip 03062 Phone Number (978) 244-2400 Email david@keelelawfirm.com | Card Type Visa Card Number *****8281 |

IMPORTANT INFORMATION >>



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

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM

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

ECRT CODE: RETA

Please make \$200.00 payment here: <https://www.mass.gov/epay-for-online-payments-abcc>

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

EPAY CONFIRMATION NUMBER

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN

STATE

ZIP CODE

For the following transactions (Check all that apply):

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

ALCOHOLIC BEVERAGES CONTROL COMMISSION
 95 Fourth Street, Suite 3
 Chelsea, MA 02150-2358



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)

90427-PK-0200

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN STATE ZIP CODE

For the following transactions (Check all that apply):

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

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



APPLICATION FOR MULTIPLE AMENDMENTS

Please select all of the amendments you are applying for(continued):

CHANGE OF CORPORATE NAME OR DBA

\$200 fee via ABCC website and Payment Receipt (Corporate Name Only)
Monetary Transmittal Form
DOR Certificate of Good Standing (Corporate Name Only)
DUA Certificate of Compliance (Corporate Name Only)
Change of Corporate Name/DBA Application
Vote of the Entity Board
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

CHANGE OF PLEDGE OF LICENSE, STOCK OR INVENTORY

\$200 fee via ABCC website and Payment Receipt
Monetary Transmittal Form
DOR Certificate of Good Standing
DUA Certificate of Compliance
Change of Pledge of License, Stock or Inventory Application
Vote of the Entity Board
Pledge documentation
Promissory note

CHANGE OF MANAGER

\$200 fee via ABCC website and Payment Receipt
Monetary Transmittal Form
Change of Manager Application
Vote of the Entity Board
CORI Authorization Complete 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



APPLICATION FOR MULTIPLE AMENDMENTS

Please select all of the amendments you are applying for(continued):

CHANGE OF LOCATION

\$200 fee via ABCC website and Payment Receipt
Monetary Transmittal Form
Alteration of Premises/Change of Location Application
Vote of the Entity Board
Supporting financial records
Legal Right to Occupy
Floor Plan
Abutter's Notification*
Advertisement*

ALTERATION OF PREMISES

\$200 fee via ABCC website and Payment Receipt
Monetary Transmittal Form
Alteration of Premises/Change of Location Application
Vote of the Entity Board
Supporting financial records
Legal Right to Occupy
Floor Plan
Abutter's Notification*
Advertisement*

MANAGEMENT AGREEMENT

\$200 fee via ABCC website and Payment Receipt
Monetary Transmittal Form
Management Agreement Application
Management Agreement
Vote of the Entity Board
CORI Forms for all listed in Section 8A and attachments

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.*



APPLICATION FOR MULTIPLE AMENDMENTS

1. BUSINESS ENTITY INFORMATION

| | | |
|---------------|--------------------|---------------------|
| Entity Name | Municipality | ABCC License Number |
| Kanissa, Inc. | Town of Chelmsford | 90427-PK-0200 |

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.

Alteration of Premises of Retail Liquor Store and Pledge of License to Lowell Five Cent Savings Bank.

APPLICATION CONTACT

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

| | | | |
|----------------|----------|------------------------|--------------|
| Name | Title | Email | Phone |
| David A. Keele | Attorney | David@Keelelawfirm.com | 978-244-2400 |

2. AMENDMENT-Change of License Classification

| | | |
|--|--------------------------------|--|
| <input type="checkbox"/> Change of license Category All Alcohol, Wine and Malt, Wine Malt and Cordials | Last-Approved License Category | |
| | Requested New License Category | |
| <input type="checkbox"/> Change of license Class Seasonal or Annual | Last-Approved License Class | |
| | Requested New License Class | |
| <input type="checkbox"/> 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

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

4. AMENDMENT-Pledge Information

Pledge of License To whom is the pledge being made:

Pledge of Inventory

Pledge of Stock

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 Manager Name Date of Birth SSN

Residential Address

Email Phone

Please indicate how many hours per week you intend to be on the licensed premises Last-Approved License Manager

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 |
|------------|----------|----------|----------|-----------------|
| | | | | |
| | | | | |
| | | | | |

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 7

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

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

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

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

| | | | |
|----------------------|----------------------|----------------------|----------------------|
| Name of Principal | Residential Address | SSN | DOB |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |

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

| | | | |
|----------------------|----------------------|----------------------|----------------------|
| Name of Principal | Residential Address | SSN | DOB |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |

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

| | | | |
|----------------------|----------------------|----------------------|----------------------|
| Name of Principal | Residential Address | SSN | DOB |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |

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

| | | | |
|----------------------|----------------------|----------------------|----------------------|
| Name of Principal | Residential Address | SSN | DOB |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |

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

| | | | |
|----------------------|----------------------|----------------------|----------------------|
| Name of Principal | Residential Address | SSN | DOB |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |

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

| | | | |
|----------------------|----------------------|----------------------|----------------------|
| Name of Principal | Residential Address | SSN | DOB |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |

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

Additional pages attached? Yes No

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

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

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

6B. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

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

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

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

| Name | License Type | License Name | Municipality |
|----------------------|----------------------|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

| Name | License Type | License Name | Municipality |
|----------------------|----------------------|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

| Date of Action | Name of License | City | Reason for suspension, revocation or cancellation |
|----------------------|----------------------|----------------------|---|
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |

7. AMENDMENT-Change of Premises Information

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

7A. ALTERATION OF PREMISES

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

See Addendum A

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.

See Addendum A

| | | | | | |
|---------------------|--------|------------------|-----|------------------|-----|
| Total Sq. Footage | 24,177 | Seating Capacity | n/a | Occupancy Number | 181 |
| Number of Entrances | 4 | Number of Exits | 4 | Number of Floors | 2 |

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

7B. CHANGE OF LOCATION

Last-Approved Street Address

Proposed Street Address

DESCRIPTION OF PREMISES

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

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

OCCUPANCY OF PREMISES

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

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

Lease

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date Rent per Month

Lease Ending Date Rent per Year

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

8. AMENDMENT-Management Agreement

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

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

Yes No

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

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

8A. MANAGEMENT ENTITY

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

| | | |
|--|--|--|
| Entity Name | Address | Phone |
| <input style="width: 95%;" type="text"/> | <input style="width: 95%;" type="text"/> | <input style="width: 95%;" type="text"/> |

| | | | |
|--|--|--|--|
| Name of Principal | Residential Address | SSN | DOB |
| <input style="width: 95%;" type="text"/> |

| | | | | |
|--|--|--|--|--|
| Title and or Position | Percentage of Ownership | Director | US Citizen | MA Resident |
| <input style="width: 95%;" type="text"/> | <input style="width: 95%;" type="text"/> | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No |

| | | | |
|--|--|--|--|
| Name of Principal | Residential Address | SSN | DOB |
| <input style="width: 95%;" type="text"/> |

| | | | | |
|--|--|--|--|--|
| Title and or Position | Percentage of Ownership | Director | US Citizen | MA Resident |
| <input style="width: 95%;" type="text"/> | <input style="width: 95%;" type="text"/> | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No |

| | | | |
|--|--|--|--|
| Name of Principal | Residential Address | SSN | DOB |
| <input style="width: 95%;" type="text"/> |

| | | | | |
|--|--|--|--|--|
| Title and or Position | Percentage of Ownership | Director | US Citizen | MA Resident |
| <input style="width: 95%;" type="text"/> | <input style="width: 95%;" type="text"/> | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No |

| | | | |
|--|--|--|--|
| Name of Principal | Residential Address | SSN | DOB |
| <input style="width: 95%;" type="text"/> |

| | | | | |
|--|--|--|--|--|
| Title and or Position | Percentage of Ownership | Director | US Citizen | MA Resident |
| <input style="width: 95%;" type="text"/> | <input style="width: 95%;" type="text"/> | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No |

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?
If yes, attach an affidavit providing the details of any and all convictions.

Yes No

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

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

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

| Name | License Type | License Name | Municipality |
|------|--------------|--------------|--------------|
| | | | |
| | | | |
| | | | |

8. AMENDMENT-Management Agreement

8C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

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

| Name | License Type | License Name | Municipality |
|------|--------------|--------------|--------------|
| | | | |
| | | | |
| | | | |

8D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

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

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

| Licensee Name | License Type | Municipality | Date(s) of Agreement |
|---------------|--------------|--------------|----------------------|
| | | | |
| | | | |
| | | | |

8E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

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

8F. TERMS OF AGREEMENT

- a. Does the agreement provide for termination by the licensee? Yes No
- b. Will the licensee retain control of the business finances? Yes No
- c. Does the management entity handle the payroll for the business? Yes No

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

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

- \$ per month/year (indicate amount)
- % of alcohol sales (indicate percentage)
- % of overall sales (indicate percentage)
- other (please explain)

ABCC licensee Officer/LLC Manager

Management Agreement Entity Officer/LLC Manager

Signature:

Signature:

Title:

Title:

Date:

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):

| |
|--------------------|
| Triple Net |
| Taxes |
| Utilities |
| Annual Maintenance |

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 |
|--|------------------------|
| Visoth Nuon- Proceeds from Sale of Westford Wine and Spirits | \$2,400,000.00 |
| | |
| | |
| | |
| Total: | \$2,400,000.00 |

SOURCE OF FINANCING

Please provide signed financing documentation.

| Name of Lender | Amount | Type of Financing | Is the lender a licensee pursuant to M.G.L. Ch. 138. |
|--------------------------|----------------|-------------------|---|
| Lowell Five Cent Savings | \$6,500,000.00 | Construction Loan | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| | | | <input type="radio"/> Yes <input type="radio"/> No |
| | | | <input type="radio"/> Yes <input type="radio"/> No |
| | | | <input type="radio"/> Yes <input type="radio"/> No |

FINANCIAL INFORMATION

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

Commercial Construction Loan in the amount of \$6,500,000.00 from The Lowell Five Cent Savings Bank.

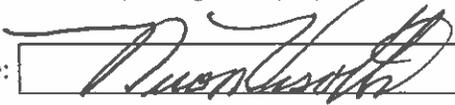
APPLICANT'S STATEMENT

I, Visoth Nuon the: sole proprietor; partner; corporate principal; LLC/LLP manager
Authorized Signatory
of Kanissa, Inc.
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: 1-12-26

Title: President/Treasurer

ADDITIONAL INFORMATION

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

Pledge of Collateral: License Holder, Kanissa, Inc. is pledging its liquor license as collateral for a commercial construction loan taken by its landlord, Khlahann, LLC with The Lowell Five Cent Savings Bank. See mortgages filed with the Middlesex North Registered Land Division at Certificate of Title No. 45894, Document No's. 325055 and 325056.

ADDENDUM A

6. Change of Officers, Stock or Ownership Interest (Continued...)

List all proposed 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) |
| <input style="width:95%" type="text"/> | <input style="width:95%" type="text"/> |

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

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

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

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

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?
If yes, attach an affidavit providing the details of any and all convictions.

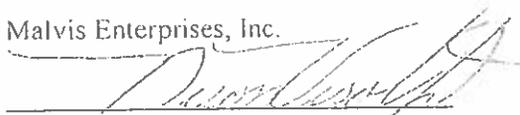
Yes No

SELLER'S CLOSING STATEMENT

Borrower: WF Wine and Spirits, Corp.
Seller: Malvis Enterprises, Inc.
Purchase Price: \$2,400,000.00
Loan Amount: \$2,475,000.00
Lender: Camden National Bank
Security: First lien on All Business Assets of WF Wine and Spirits, Corp.; and Assignment or pledge of all trade-names and intangibles, purchasing agreements, licenses, permits and approvals as applicable and attainable.
Closing Date: September 30, 2022

| | |
|------------------------------------|-----------------------|
| Purchase Price: | \$2,400,000.00 |
| Inventory Purchase Price: | 954,000.00 |
| Deposit Paid: | <u>(520,000.00)</u> |
| Gross Amount Due Seller: | 2,834,000.00 |
| Expenses Due: | |
| Payoff to | |
| Wire Fee | 75.00 |
| Attorney Fee to Keele & Associates | <u>POC</u> |
| Total Expenses: | \$75.00 |
| Total Due Seller: | \$2,833,925.00 |

Malvis Enterprises, Inc.


By: Visoth Nuon
Its: President



mass.gov/dor

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



KANISSA INC
133 PRINCETON STREET
CHELMSFORD MA 01824

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, KANISSA INC 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

000027



Certificate of Compliance

Date: January 7, 2026

Letter ID: L0011477244

Employer ID (FEIN): XX-XXX0788

KANISSA INC
133 PRINCETON ST
NORTH CHELMSFORD MA 01863-1531

Certificate ID: L0011477244

FEIN: 87-4830788

The Department of Unemployment Assistance certifies that as of 06-Jan-2026, KANISSA INC 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 05-Feb-2026 .

Sincerely,

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

PLEDGE OF LIQUOR LICENSE

For good and valuable consideration, and as collateral security for the performance of those obligations taken by its Landlord, **Khlahann, LLC** to secure the payment of two (2) Commercial Construction Notes in the amounts of \$3,823,530.00 and \$2,676,470.00, any extensions or renewals thereof, as well as any and all other obligations of the undersigned to **The Lowell Five Cent Savings Bank** (the "Lender"). **Kanissa, Inc.** in accordance with M.G.L.A. Chapter 138, hereby pledges, assigns and transfers to the Lender the alcoholic beverage license, more particularly described as follows:

All Alcoholic Beverage Licenses, issued by the Town of Chelmsford, Massachusetts, to The Lowell Five Cent Savings Bank upon the premises located at 133 Princeton Boulevard, Chelmsford, Middlesex County, Massachusetts.

The undersigned represents and warrants as follows:

1. Kanissa, Inc. understands and agrees that the All Alcohol License ("Liquor License") benefitting the Premises may not be transferred to any location other than the Mortgaged Premises/Demised Premises, nor may Kanissa, Inc. pledge, assign, sell or transfer the Liquor License to any person, mortgagee or entity other than The Lowell Five Savings Bank or transferee approved in advance in writing from said Lender. Kanissa, Inc. agrees not to sell, transfer or pledge the Liquor License to any other third party or mortgagee and not transfer, move, or attempt to transfer or move the Liquor License to any other location.
2. The undersigned has the power and authority to enter into this Pledge Agreement.
3. The License is not subject to any prior lien or encumbrance.
4. The undersigned will pay when due all taxes, charges, liens and assessments against the License and the beverages authorized to be sold under the License. The undersigned will perform any and all acts required to keep the License in good standing, including filing timely applications of the renewal thereof, and will not suffer or permit the License to lapse.
5. The undersigned shall promptly report in writing to the Lender upon the occurrence of any event which might impair the value of the License, including but not limited to any action taken by any local or state regulatory agencies which in any manner restricts the use of the License.

6. The undersigned will comply with all applicable laws and regulations with respect to the License or its use.
7. The undersigned agrees to do such further acts or execute such further documents as may be deemed necessary by the Lender to perfect the interest granted herein, including executing any applications for approval of this Pledge.

Upon the default of any of the obligations, representations or warranties of the undersigned to the Lender, the Lender shall have any and all rights provided by law, including those of a secured party under the Uniform Commercial Code. The Lender shall have the right to apply the proceeds of any disposition of the License to the payment of any obligations of the undersigned to the Lender, after deducting therefrom the expenses relating to such sale or disposition, including Court costs and attorney's fees.

The Pledgor hereby grants the Pledgee (i.e. the Lender) a power of attorney to endorse the name of the undersigned on any and all documents deemed necessary to effectuate the prompt transfer of the License.

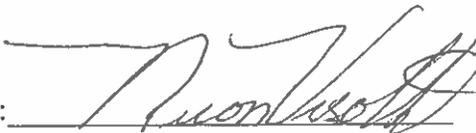
The rights and remedies of the Lender are cumulative and not alternative, and may be exercised concurrently or successively. The Lender assumes no obligation with respect to the License or the sale of beverage thereunder, and the undersigned agrees to hold the Lender Harmless from any costs or expenses incurred by reason of this Agreement.

Signed as a sealed instrument this 18th day of April, 2025.

Witness:

Kanissa, Inc.



By: 
Visoth Nuon, President/Treasurer



2022 00315995
 Cert: 45894 Bk: 232 Pg: 127
 Recorded: 04/29/2022 03:33 PM

MASSACHUSETTS EXCISE TAX
 Middlesex North ROD #14 001
 Date: 04/29/2022 03:33 PM
 Ctr# 097757 20292 Doc# 00315995
 Fee: \$6,840.00 cons: \$1,500,000.00

QUITCLAIM DEED

133 PRINCETON STREET, LLC, a Massachusetts limited liability company, with a notice address of 1150 Westford Street, Lowell, Massachusetts, 01851,

for consideration paid **ONE MILLION FIVE HUNDRED THOUSAND and no/100 (\$1,500,000.00) Dollars**,

grants to **KHLAHANN, LLC**, a Massachusetts limited liability company, using a notice address of 14 Kelshill Road, Chelmsford, Massachusetts 01824

WITH QUITCLAIM COVENANTS,

A certain parcel of land situated in Chelmsford, in the County of Middlesex, and said Commonwealth, bounded and described as follows:

- NORTHEASTERLY by Princeton Street, one hundred fifty (150.00) feet;
- SOUTHEASTERLY by land now or formerly of William J. Quigley, four hundred thirty-seven and 60/100 (437.60) feet;
- WESTERLY by land now or formerly of Wladyslaw Deputat, one hundred seventy-nine (179.00) feet;
- NORTHWESTERLY by Lot 2, three hundred thirty-nine and 79/100 (339.79) feet.

All of said boundaries are determined by the Land Court to be located as shown on Subdivision Plan 12020-B, drawn by Donald S. Fox, Surveyor, dated March 9, 1970, as approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed with Certificate of Title 18030, and said land is shown as Lot one (1) on said plan.

For Grantors' title, see Document No. 00282706 on Certificate of Title No. 42344 filed in the Middlesex North District, Land Court Division in Book 214, Page 158.

Property Address: 133 Princeton Street, Chelmsford, MA 01824

Signed as an instrument under seal this 29th day of April, 2022.

133 PRINCETON STREET, LLC


Charles P. Fotopoulos, as Manager and duly authorized

COMMONWEALTH OF MASSACHUSETTS

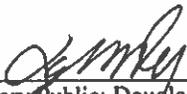
MIDDLESEX, SS.

APRIL 29, 2022

On this 29th day of April, 2022, before me, the undersigned notary public, personally appeared CHARLES P. FOTOPoulos as Manager of said limited liability company, and proved to me through satisfactory evidence of identification, which was a Massachusetts Driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed for its stated purpose as Manager of 133 Princeton Street, LLC as the voluntary act of 133 Princeton Street, LLC.



DOUGLAS E. HAUSLER
Notary Public
Commonwealth of Massachusetts
My Commission Expires
December 13, 2024


Notary Public: Douglas E. Hausler
Official seal signature and seal of Notary Public
My Commission Expires: 12/13/2024

Excise Tax 6,840.00
Doc 00315995

MIDDLESEX NORTH LAND COURT
REGISTRY DISTRICT
RECEIVED FOR REGISTRATION

On: Apr 29, 2022 at 03:33P

Document Fee 155.00 Rec Total \$7,595.00

NOTED ON: CERT 45894 BK 00232 PG 127

INDENTURE OF LEASE

THIS INDENTURE OF LEASE made as of the 10th of December, 2024, by and between **Khlahann, LLC** of 133 Princeton Street, Chelmsford, MA, (hereinafter referred to as "Landlord") and **Kanissa, Inc.** of 133 Princeton Street, Chelmsford, MA (hereinafter referred to as "Tenant").

ARTICLE I

Premises

Section 1. Said premises is located at 133 Princeton Street, Chelmsford, Massachusetts with construction of new building to accommodate a full service liquor store estimated with be completed within 9 months of the signing of this lease.

ARTICLE II

Term of Lease

Section 1. 5 years from the day of certificate of occupancy [hereafter "commencement date"] with 2- 5 year renewals.

Section 2. The demised premises shall be deemed to be ready for occupancy by Tenant on the date Landlord provides possession of the demised premises to Tenant.

Section 3. Tenant's taking possession of the demised premises shall be conclusive evidence of Tenant's acceptance thereof and Tenant's acknowledgment that the same are in good order and satisfactory condition and that Landlord has complied with all of the terms and conditions of this Lease.

ARTICLE III

Minimum Rent

Section 1. Commencing on the Commencement Date and continuing thereafter on the first day of each calendar month during the Lease Term, Tenant covenants and agrees to pay to Landlord, at Landlord's address listed above or at such place as Landlord shall from time to time designate in writing, minimum rent (hereinafter called "Minimum Rent") for said premises at the rate of TBD at the issuance of certificate of occupancy. Tenant shall be responsible for all water, electricity, gas, phone, internet and other utilities of the property during the Term of the Lease.

The rent aforesaid shall be paid by Tenant on the first day of each and every month during the Lease Term, in advance, without demand, deduction, abatement, counterclaim or set-off.

Section 2. Any installment of Minimum Rent and any other payment required of Tenant under this Lease which is not paid by Tenant after the due date thereof shall bear interest

from said due date until paid, at an annual rate equal to the lesser of (i) the maximum rate of interest for which Tenant may lawfully contract in the Commonwealth of Massachusetts, or (ii) Eighteen percent (18%). Landlord may collect any such amounts as additional rent.

Section 3. Tenant shall pay in full the first month's rent at the time possession of the premises is delivered hereunder.

ARTICLE IV

Tenant shall be responsible for and pay all debts on their business such as debts owed to liquor vendors, the lottery, and sales taxes and shall indemnify Landlord for the same.

ARTICLE V

Utilities

Tenant shall pay for all utilities furnished to the demised premises, including, but not limited to, gas, water, electricity, sewer charges, and the like, including all utilities necessary for heating and air conditioning the demised premises. In the event that Landlord shall elect to supply any such utilities, Tenant agrees to purchase the same from Landlord, provided the rate does not exceed the rate which Tenant would be required to pay to the utility company furnishing the same to the said development. In no event shall Landlord be liable to Tenant in damages or otherwise for any interruption, curtailment or suspension of any utility services, nor shall tenant be entitled to any abatement or rent by reason of the same.

ARTICLE VI

Use of Premises

Section 1. It is understood, and the Tenant so agrees, that the demised premises during the term of this lease shall be used and occupied by the Tenant only for the operation of a full service liquor store for the sale of liquor for off premises consumption with related services. No other use or uses of the leased premises shall be permitted without Landlords consent, which consent shall not be unreasonably withheld.

ARTICLE VII

Indemnity and Public Liability Insurance

Section 1. Tenant agrees to indemnify and save harmless the Landlord, its officers, directors, employees, contractors, guests, invitees and agents from and against all claims of whatever nature arising from any act, omission or negligence of the Tenant, or Tenant's contractors, licensees, agents, servants, or employees, or arising from any accident, injury, or damage whatsoever caused to any person, or to the property of any person occurring during the term hereof in or about the demised premises, the Building, or arising from any accident, injury or damage occurring outside of the demised premises but within the Building, where such accident, damage or injury results or is claimed to have resulted from an act or omission on the part of Tenant or Tenant's agents or employees. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof.

Section 2. Tenant agrees to maintain in full force during the term hereof a General Liability Insurance policy with public liability and property damage insurance under which the Landlord (and such other persons as are in privity of estate with Landlord as may be set out in notice from time to time) and Tenant are named as insureds, and under which the insurer agrees to indemnify and hold Landlord harmless from and against all costs, expense and/or liability arising out of or based upon any and all claims, accidents, injuries, and damages mentioned in Section 1 of this Article VII. Each such policy shall be noncancelable with respect to the Landlord and Landlord's said designees without at least thirty (30) days' prior written notice to landlord, and a duplicate original or certificate thereof shall be delivered to Landlord. The minimum limits of liability of such insurance shall be \$1,000,000 per occurrence.

Section 3. Tenant agrees to use and occupy the demised premises, and to use such other portions of the Building as it is herein given the right to use, at its own risk; and that Landlord shall have no responsibility or liability for any loss of or damage to fixtures or other personal property of Tenant.

Section 4. Tenant agrees that Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connecting with the demised premises hereunder or the Building, or otherwise, or for any loss or damage resulting to Tenant or those claiming by, through or under Tenant, or its or their property, from the bursting, stopping or leaking of water, gas, sewer or steam pipes.

Section 5. Tenant shall require any and all contractors performing work at the demised premises to have liability insurance with a combined single limit of not less than Five Hundred (\$500,000.00) Dollars and worker's compensation insurance with such limits as are then required by statute. Tenant agrees to defend, indemnify and hold harmless Landlord, its officers, directors,

employees, contractors, guests, invitees and agents, from and against any and all claims, actions or damages resulting from the act or neglect of Tenant, its agents, employees or contractors, in the performance of any work upon or within the demised premises.

ARTICLE VIII

Insurance

Section 1. Landlord shall cause the demised premises to be insured against loss or damage by fire, with extended coverage endorsements and such other insurance and endorsements, and in such amounts as required by the first mortgagee covering the demised premises shall require.

Section 2. Tenant also agrees that it shall keep its fixtures, merchandise and equipment insured against loss or damage by fire with the usual extended coverage endorsements. It is understood and agreed that Tenant assumes all risk of damage to its own property arising from any cause whatsoever, including, without limitation, loss by theft or otherwise.

Section 3. Insofar as and to the extent that the following provision may be effective without invalidating or making it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in the Commonwealth of Massachusetts (even though an extra premium may result there from): Landlord and Tenant mutually agree that with respect to any loss which is covered by insurance then being carried by them, respectively, the one carrying such insurance and suffering said loss releases the other of and from any and all claims with respect to such loss; and they further mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof.

ARTICLE IX

Damage Clause

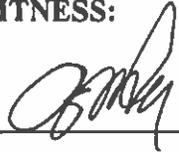
Section 1. In case during the term hereof the demised premises shall be partially damaged (as distinguished from "substantially damaged", as the term is hereinafter defined) by fire or other casualty, Landlord shall forthwith proceed to repair such damage and restore the demises premises, or so much thereof as was originally constructed by Landlord, to substantially their condition at the time of such damage; provided, however, that Landlord's obligation to repair and restore as herein provided shall be limited to such repair and restoration as can be paid for in full by insurance proceeds actually recovered by Landlord and made available by any mortgagees, and after deducting the costs and expenses, including attorneys' fees, of settling with the insurer, and, provided further, that Landlord shall not be responsible for any delays which may result from any cause beyond Landlord's reasonable control.

Section 2. In case during the term hereof the demised premises shall be substantially damaged or destroyed by fire or other casualty, either party may, at its option, give written notice to the other party of its election to terminate this lease.

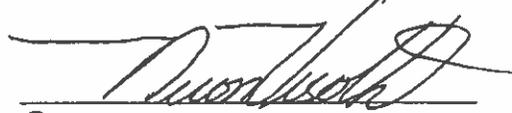
Section 3. The terms "substantially damaged" and "substantial damage", as used in this Article IX shall have reference to damage of such a character as cannot reasonably be expected to be repaired or the demised premises restored within ninety (90) days from the time that such repair or restoration work would be commenced.

WITNESS the execution hereof, under seal, in any number of counterpart copies, each of which counterpart shall be deemed to be an original for all purposes as of the day and year first above written.

WITNESS:

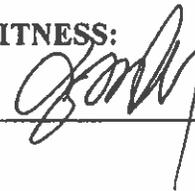


LANDLORD: Khlahann, LLC



By:

WITNESS:



TENANT:



By: Kanissa, Inc.

**COMMERCIAL TERM NON-REVOLVING CONSTRUCTION
PROMISSORY NOTE**

\$2,676,470.00

Chelmsford, Massachusetts
December 10, 2024

FOR VALUE RECEIVED, the undersigned, **KHLAHANN, LLC**, a Massachusetts limited liability company (hereinafter called the "Borrower") with a notice address of 133 Princeton Street, North Chelmsford, MA 01863 promises to pay to **THE LOWELL FIVE CENT SAVINGS BANK**, a Massachusetts savings bank with a usual place of business at 30 International Place, Tewksbury, Massachusetts 01876 (hereinafter called the "Bank"), or order, at said Bank, the outstanding principal balance then owed on account of a loan made pursuant to a certain Second Mortgage Commercial Term Non-Revolution Construction to Permanent Loan Agreement of even date between the Borrower and the Bank in the amount of **\$2,676,470.00**, together with interest thereon as set forth below (calculated daily by multiplying the product of the principal balance outstanding and the interest rate in effect for the period in question by a fraction, the numerator of which is the number of days during such period and the denominator of which is 360), due and payable as follows:

- (i) Consecutive monthly payments of interest only, in arrears, on all principal advances commencing on January 10 2025, and on the same date of each month thereafter until December 10, 2025 (the "Maturity Date"). During the Interest Only Period, interest shall accrue and be payable by the Borrower each month as billed by the Bank based on an Interest Rate of **7.75% per annum**.
- (ii) All outstanding principal and any then unpaid interest thereon shall be paid on the earlier to occur of: (a) the Maturity Date or (b) an Event of Default (as defined hereinbelow).

Advances shall be made by the Bank to the Borrower from time to time on an "As Complete" basis subject to satisfactory inspection by a Bank approved third-party inspector at the Borrower's expense.

SECTION 1. PAYMENT TERMS.

1.1 PAYMENTS; PREPAYMENTS. All payments hereunder shall be made by the Borrower to the Bank in United States currency at the Bank's address specified above (or at such other branch location as the Bank may operate), on or before 2:00 p.m. on the due date thereof. Payments received by the Bank prior to the occurrence of an Event of Default will be applied first to fees, expenses and other amounts due hereunder (excluding principal and interest); second, to accrued interest; and third to outstanding principal; after the occurrence of an Event of Default payments will be applied to the Obligations under this Note as the Bank determines in its sole discretion. The Borrower may pay all or a portion of the amount owed earlier than it is due

at any time subject to the payment of the premium provided for in the following paragraph. If this Note is payable in installments, prepayments shall be applied to installments of principal in the inverse order of the date on which they become due. Amounts prepaid may not be reborrowed.

1.2 PREPAYMENT CHARGE. NONE.

1.3 DEFAULT RATE. To the extent permitted by applicable law, upon and after the occurrence of an Event of Default (whether or not the Bank has accelerated payment of this Note), or in the event of a failure to pay the entire balance due hereunder at the Maturity Date, interest on principal and overdue interest shall, at the option of the Bank, be payable on demand at a rate per annum (the "Default Rate") equal to 18.00% per annum.

1.4 LATE PAYMENT. Without limitation of the foregoing Section 1.3, if a payment of principal or interest hereunder is not made in or within 10 days of its due date, the Borrower will pay on demand a late payment charge equal to 5.00% of the amount of such payment. Nothing in the preceding sentence shall affect the Bank's right to accelerate the maturity of this Note in the event of any default in the payment of this Note.

1.5 OPERATING AND DEPOSIT ACCOUNTS. The Borrower shall maintain with the Bank its operating and demand deposit accounts. The Borrower requests and authorizes the Bank to debit any such account in an amount equal to the amount of principal, interest, fees, charges or expenses due and payable under the terms of this Note on each date such amounts become due and payable. The Borrower shall maintain sufficient collected balances in such account(s) to pay any such amounts as they become due.

SECTION 2. DEFAULTS AND REMEDIES.

2.1 DEFAULT. The occurrence of any of the following events or conditions shall constitute an "Event of Default" hereunder:

- (a) failure by the Borrower to pay regularly scheduled periodic installments of principal or interest in or within 10 days of the date when due under this Note or due under any mortgage securing this Note or due under any other Obligation including without limitation the Commercial Promissory Note of \$3,823,530.00 of even date herewith or any of its related loan documents; or
- (b) the occurrence of any one or more of the Events of Default enumerated in that certain First Mortgage Construction Loan Agreement even date from the Borrower to the Bank, the terms of which are expressly incorporated herein by reference and made an integral part hereof.

2.2 **REMEDIES.** Upon the occurrence of an Event of Default, or at any time thereafter, at the option of the Bank, all Obligations of the Borrower shall become immediately due and payable without notice or demand and, if the Obligations are secured, the Bank shall then have in any jurisdiction where enforcement hereof is sought, in addition to all other rights and remedies provided by agreement or at law or in equity, the rights and remedies of a secured party under the Uniform Commercial Code of Massachusetts. All rights and remedies of the Bank are cumulative and in addition to any rights or remedies provided by law or any other agreement and may be exercised separately or concurrently.

SECTION 3. **DEFINITIONS.**

"Obligation" means any obligation hereunder or otherwise of any Obligor to the Bank or to any of its subsidiaries or affiliates, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising; and

"Obligor" means any Borrower, any guarantor, endorser, or any other person primarily or secondarily liable hereunder or in respect hereof, including any person or entity who has pledged or granted to the Bank a security interest or other lien in property on behalf of the Borrower to constitute collateral for the Obligations.

SECTION 4. **MISCELLANEOUS.**

4.1 **WAIVER; AMENDMENT.** No delay or omission on the part of the Bank in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Note. No waiver of any right or amendment hereto shall be effective unless in writing and signed by the Bank nor shall a waiver on one occasion be construed as a bar to or waiver of any such right on any future occasion. Without limiting the generality of the foregoing, the acceptance by the Bank of any late payment shall not be deemed to be a waiver of the Event of Default arising as a consequence thereof. Each Obligor waives presentment, demand, notice, protest, and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this Note or of any collateral for the Obligations, and assents to any extensions or postponements of the time of payment or any and all other indulgences under this Note or with respect to any such collateral, to any and all substitutions, exchanges or releases of any such collateral, or to any and all additions or releases of any other parties or persons primarily or secondarily liable hereunder, which from time to time may be granted by the Bank in connection herewith regardless of the number or period of any extensions.

4.2 **SECURITY; SET-OFF.** The Borrower grants to the Bank, as security for the full and punctual payment and performance of the Obligations, a continuing lien on and security interest in all securities or other property belonging to the Borrower now or hereafter held by the Bank and in all deposits (general or special, time or demand, provisional or final) and other sums credited by or due from the Bank to the Borrower or subject to withdrawal by the Borrower; and regardless of the adequacy of any collateral or other means of obtaining repayment of the

Obligations, the Bank is hereby authorized at any time and from time to time, without notice to the Borrower (any such notice being expressly waived by the Borrower) and to the fullest extent permitted by law, to set off and apply such deposits and other sums against the Obligations of the Borrower, whether or not the Bank shall have made any demand under this Note and although such Obligations may be contingent or unmatured.

4.3 EXPENSES. The Borrower will pay on demand all expenses of the Bank in connection with the preparation, administration, default, collection or enforcement of this Note or any collateral for the Obligations, or any waiver or amendment of any provision of any of the foregoing, including, without limitation, attorneys' fees of outside legal counsel, and including without limitation any fees or expenses associated with any travel or other costs relating to any appraisals, examinations, administration of the Obligations or any collateral therefor, and the amount of all such expenses shall, until paid, bear interest at the rate applicable to principal hereunder (including any default rate) and be an Obligation secured by any such collateral.

4.4 BANK RECORDS. The entries on the records of the Bank (including any appearing on this Note) shall be prima facie evidence of the aggregate principal amount outstanding under this Note and interest accrued thereon.

4.5 FINANCIAL INFORMATION. The Borrower shall furnish the Bank from time to time with such financial statements and other information relating to any Obligor or any collateral securing this Note as the Bank may require. Without limiting the generality of the foregoing if this Note is secured by a mortgage, such information shall include a rent roll with respect to the property mortgaged, certified by the Borrower to be complete and accurate, copies of all leases of such property and such financial and other information concerning lessees under such leases as the Bank shall require. Financial information about the Borrower furnished to the Bank shall be true and correct and fairly represent the financial condition of the Borrower as of the date(s) furnished and the operating results of the Borrower for the periods for which the same are furnished. The Borrower shall permit representatives of the Bank to inspect its properties and its books and records, and to make copies or abstracts thereof.

4.6 GOVERNING LAW; CONSENT TO JURISDICTION. This Note is intended to take effect as a sealed instrument and shall be governed by, and construed in accordance with, the laws of The Commonwealth of Massachusetts, without regard to its conflicts of laws rules. The Borrower agrees that any suit for the enforcement of this Note may be brought in the courts of The Commonwealth of Massachusetts or any Federal Court sitting in such Commonwealth and consents to the non-exclusive jurisdiction of each such court and to service of process in any such suit being made upon the Borrower by mail at the address specified below. The Borrower hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit was brought in an inconvenient court.

4.7 SEVERABILITY; AUTHORIZATION TO COMPLETE; PARAGRAPH HEADINGS. If any provision of this Note shall be invalid, illegal or unenforceable, such provisions shall be severable from the remainder of this Note and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

The Bank is hereby authorized, without further notice, to complete any blank spaces on this Note, and to date this Note as of the date funds are first advanced hereunder. Paragraph headings are for the convenience of reference only and are not a part of this Note and shall not affect its interpretation.

4.8 **JURY WAIVER.** THE BANK (BY ITS ACCEPTANCE OF THIS NOTE) AND THE BORROWER AGREE THAT NEITHER OF THEM, INCLUDING ANY ASSIGNEE OR SUCCESSOR SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER LITIGATION PROCEDURE BASED UPON, OR ARISING OUT OF, THIS NOTE, ANY RELATED INSTRUMENTS, ANY COLLATERAL OR THE DEALINGS OR THE RELATIONSHIP BETWEEN OR AMONG ANY OF THEM. NEITHER THE BANK NOR THE BORROWER SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY DISCUSSED BY THE BANK AND THE BORROWER, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. NEITHER THE BANK NOR THE BORROWER HAS AGREED WITH OR REPRESENTED TO THE OTHER THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

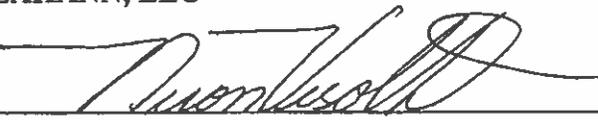
4.9 **VENUE.** THE BANK AND THE BORROWER FURTHER AGREE TO THE JURISDICTION OF THE SUPERIOR COURTS FOR THE COUNTIES OF MIDDLESEX OR SUFFOLK WITHIN THE COMMONWEALTH OF MASSACHUSETTS INCLUDING, WITHOUT LIMITATION, THE BUSINESS LITIGATION SESSION OF THE SUPERIOR COURT FOR THE COMMONWEALTH OF MASSACHUSETTS.

THIS NOTE IS SECURED BY, AMONG OTHER THINGS, A SECOND MORTGAGE ON THE LAND, BUILDINGS AND IMPROVEMENTS LOCATED AT 133 PRINCETON STREET, NORTH CHELMSFORD, MASSACHUSETTS.

Signed in the presence of:



KHLAHANN, LLC

By: 

Visoth Nuon, Manager

**COMMERCIAL TERM NON-REVOLVING CONSTRUCTION TO
PERMANENT PROMISSORY NOTE**

\$3,823,530.00

Chelmsford, Massachusetts
December 10, 2024

FOR VALUE RECEIVED, the undersigned, **KHLAHANN, LLC**, a Massachusetts limited liability company (hereinafter called the "Borrower") with a notice address of 133 Princeton Street, North Chelmsford, MA 01863 promises to pay to **THE LOWELL FIVE CENT SAVINGS BANK**, a Massachusetts savings bank with a usual place of business at 30 International Place, Tewksbury, Massachusetts 01876 (hereinafter called the "Bank"), or order, at said Bank, the outstanding principal balance then owed on account of a loan made pursuant to a certain First Mortgage Commercial Term Non-Revolution Construction to Permanent Loan Agreement of even date between the Borrower and the Bank in the amount of **\$3,823,530.00**, together with interest thereon as set forth below (calculated daily by multiplying the product of the principal balance outstanding and the interest rate in effect for the period in question by a fraction, the numerator of which is the number of days during such period and the denominator of which is 360), due and payable as follows:

- (i) Consecutive monthly payments of interest only, in arrears, on all principal advances commencing on January 10, 2025, and on the same date of each month thereafter until the end of the Interest Only Period. The Interest Only Period shall end on December 10, 2025. During the Interest Only Period, interest shall accrue and be payable by the Borrower each month as billed by the Bank based on an Interest Rate of 7.50% per annum.
- (ii) Commencing as of the end of the Interest Only Period, the availability for further advances of principal to the Borrower shall cease. At that time, the Borrower shall commence making two hundred eighty-eight (288) consecutive monthly payments of principal and interest, on a direct reduction mortgage-style basis, which payments shall be computed by the Bank based upon a twenty-four (24) year direct reduction mortgage-style amortization.
- (iii) Upon the commencement of Borrower's monthly principal and interest amortization payments, the rate of interest shall be converted to 7.00% per annum for a period through December 10, 2029 (the "Rate Adjustment Date").
- (iv) Commencing on December 10, 2029 and on the same day for each five (5) year period thereafter (each being a "Rate Adjustment Date"), the Interest Rate shall be adjusted to the then current Federal Home Loan Bank Boston Classic Advance Five Year Rate (the "Index") plus 2.50% (the "Margin")(collectively, the "Interest Rate") and shall be fixed for the next sixty (60) consecutive monthly payments until the next Rate Adjustment Date.

- (v) On each Rate Adjustment Date, the Borrower shall remit payments of principal and interest based upon the remaining term of the original 24-year amortization schedule.
- (vi) A final payment equal to the full unpaid principal balance and all unpaid interest shall be due and payable on December 10, 2049 (the "Maturity Date").

If at any time while this Note remains outstanding, the Index is no longer available, the Bank may select a new index which is based upon comparable information.

NOTWITHSTANDING THE FOREGOING, THE FLOOR OR MINIMUM INTEREST RATE IN EFFECT AS OF THE FIRST RATE ADJUSTMENT AND FOR THE REMAINING TERM OF THIS NOTE SHALL NEVER BE LESS THAN 6.50% PER ANNUM.

ADVANCES SHALL BE MADE BY THE BANK TO THE BORROWER FROM TIME TO TIME ON AN "AS COMPLETE" BASIS SUBJECT TO SATISFACTORY INSPECTION BY A BANK APPROVED THIRD-PARTY INSPECTOR AT THE BORROWER'S EXPENSE.

SECTION 1. PAYMENT TERMS.

1.1 PAYMENTS; PREPAYMENTS. All payments hereunder shall be made by the Borrower to the Bank in United States currency at the Bank's address specified above (or at such other branch location as the Bank may operate), on or before 2:00 p.m. on the due date thereof. Payments received by the Bank prior to the occurrence of an Event of Default will be applied first to fees, expenses and other amounts due hereunder (excluding principal and interest); second, to accrued interest; and third to outstanding principal; after the occurrence of an Event of Default payments will be applied to the Obligations under this Note as the Bank determines in its sole discretion. The Borrower may pay all or a portion of the amount owed earlier than it is due at any time subject to the payment of the premium provided for in the following paragraph. If this Note is payable in installments, prepayments shall be applied to installments of principal in the inverse order of the date on which they become due. Amounts prepaid may not be reborrowed.

1.2 PREPAYMENT CHARGE. The unpaid principal balance hereunder may be prepaid in whole or part at any time, provided that the Bank shall be entitled to a prepayment premium based on the following schedule:

- (i) 5.00% of the sums prepaid if prepaid during the first year of the term of this Note;
- (ii) 4.00% of the sums prepaid if prepaid during the second year of the term of this Note;

- (iii) 3.00% of the sums prepaid if prepaid during the third year of the term of this Note;
- (iv) 2.00% of the sums prepaid if prepaid during the fourth year of the term of this Note; and
- (v) 1.00% of the sums prepaid if prepaid during the fifth year of the term of this Note;

1.3 DEFAULT RATE. To the extent permitted by applicable law, upon and after the occurrence of an Event of Default (whether or not the Bank has accelerated payment of this Note), or in the event of a failure to pay the entire balance due hereunder at the Maturity Date, interest on principal and overdue interest shall, at the option of the Bank, be payable on demand at a rate per annum (the "Default Rate") equal to 18.00% per annum.

1.4 LATE PAYMENT. Without limitation of the foregoing Section 1.3, if a payment of principal or interest hereunder is not made in or within 10 days of its due date, the Borrower will pay on demand a late payment charge equal to 5.00% of the amount of such payment. Nothing in the preceding sentence shall affect the Bank's right to accelerate the maturity of this Note in the event of any default in the payment of this Note.

1.5 OPERATING AND DEPOSIT ACCOUNTS. The Borrower shall maintain with the Bank its operating and demand deposit accounts. The Borrower requests and authorizes the Bank to debit any such account in an amount equal to the amount of principal, interest, fees, charges or expenses due and payable under the terms of this Note on each date such amounts become due and payable. The Borrower shall maintain sufficient collected balances in such account(s) to pay any such amounts as they become due.

SECTION 2. DEFAULTS AND REMEDIES.

2.1 DEFAULT. The occurrence of any of the following events or conditions shall constitute an "Event of Default" hereunder:

- (a) failure by the Borrower to pay regularly scheduled periodic installments of principal or interest in or within 10 days of the date when due under this Note or due under any mortgage securing this Note or due under any other Obligation; or
- (b) the occurrence of any one or more of the Events of Default enumerated in that certain First Mortgage Construction to Permanent Loan Agreement even date from the Borrower to the Bank, the terms of which are expressly incorporated herein by reference and made an integral part hereof or the Second Mortgage Loan Agreement of even date.

2.2 REMEDIES. Upon the occurrence of an Event of Default, or at any time thereafter, at the option of the Bank, all Obligations of the Borrower shall become immediately

due and payable without notice or demand and, if the Obligations are secured, the Bank shall then have in any jurisdiction where enforcement hereof is sought, in addition to all other rights and remedies provided by agreement or at law or in equity, the rights and remedies of a secured party under the Uniform Commercial Code of Massachusetts. All rights and remedies of the Bank are cumulative and in addition to any rights or remedies provided by law or any other agreement and may be exercised separately or concurrently.

SECTION 3. DEFINITIONS.

"Obligation" means any obligation hereunder or otherwise of any Obligor to the Bank or to any of its subsidiaries or affiliates, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising; and

"Obligor" means any Borrower, any guarantor, endorser, or any other person primarily or secondarily liable hereunder or in respect hereof, including any person or entity who has pledged or granted to the Bank a security interest or other lien in property on behalf of the Borrower to constitute collateral for the Obligations.

SECTION 4. MISCELLANEOUS.

4.1 WAIVER; AMENDMENT. No delay or omission on the part of the Bank in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Note. No waiver of any right or amendment hereto shall be effective unless in writing and signed by the Bank nor shall a waiver on one occasion be construed as a bar to or waiver of any such right on any future occasion. Without limiting the generality of the foregoing, the acceptance by the Bank of any late payment shall not be deemed to be a waiver of the Event of Default arising as a consequence thereof. Each Obligor waives presentment, demand, notice, protest, and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this Note or of any collateral for the Obligations, and assents to any extensions or postponements of the time of payment or any and all other indulgences under this Note or with respect to any such collateral, to any and all substitutions, exchanges or releases of any such collateral, or to any and all additions or releases of any other parties or persons primarily or secondarily liable hereunder, which from time to time may be granted by the Bank in connection herewith regardless of the number or period of any extensions.

4.2 SECURITY; SET-OFF. The Borrower grants to the Bank, as security for the full and punctual payment and performance of the Obligations, a continuing lien on and security interest in all securities or other property belonging to the Borrower now or hereafter held by the Bank and in all deposits (general or special, time or demand, provisional or final) and other sums credited by or due from the Bank to the Borrower or subject to withdrawal by the Borrower; and regardless of the adequacy of any collateral or other means of obtaining repayment of the Obligations, the Bank is hereby authorized at any time and from time to time, without notice to the Borrower (any such notice being expressly waived by the Borrower) and to the fullest extent

permitted by law, to set off and apply such deposits and other sums against the Obligations of the Borrower, whether or not the Bank shall have made any demand under this Note and although such Obligations may be contingent or unmatured.

4.3 EXPENSES. The Borrower will pay on demand all expenses of the Bank in connection with the preparation, administration, default, collection or enforcement of this Note or any collateral for the Obligations, or any waiver or amendment of any provision of any of the foregoing, including, without limitation, attorneys' fees of outside legal counsel, and including without limitation any fees or expenses associated with any travel or other costs relating to any appraisals, examinations, administration of the Obligations or any collateral therefor, and the amount of all such expenses shall, until paid, bear interest at the rate applicable to principal hereunder (including any default rate) and be an Obligation secured by any such collateral.

4.4 BANK RECORDS. The entries on the records of the Bank (including any appearing on this Note) shall be prima facie evidence of the aggregate principal amount outstanding under this Note and interest accrued thereon.

4.5 FINANCIAL INFORMATION. The Borrower shall furnish the Bank from time to time with such financial statements and other information relating to any Obligor or any collateral securing this Note as the Bank may require. Without limiting the generality of the foregoing if this Note is secured by a mortgage, such information shall include a rent roll with respect to the property mortgaged, certified by the Borrower to be complete and accurate, copies of all leases of such property and such financial and other information concerning lessees under such leases as the Bank shall require. Financial information about the Borrower furnished to the Bank shall be true and correct and fairly represent the financial condition of the Borrower as of the date(s) furnished and the operating results of the Borrower for the periods for which the same are furnished. The Borrower shall permit representatives of the Bank to inspect its properties and its books and records, and to make copies or abstracts thereof.

4.6 GOVERNING LAW; CONSENT TO JURISDICTION. This Note is intended to take effect as a sealed instrument and shall be governed by, and construed in accordance with, the laws of The Commonwealth of Massachusetts, without regard to its conflicts of laws rules. The Borrower agrees that any suit for the enforcement of this Note may be brought in the courts of The Commonwealth of Massachusetts or any Federal Court sitting in such Commonwealth and consents to the non-exclusive jurisdiction of each such court and to service of process in any such suit being made upon the Borrower by mail at the address specified below. The Borrower hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit was brought in an inconvenient court.

4.7 SEVERABILITY; AUTHORIZATION TO COMPLETE; PARAGRAPH HEADINGS. If any provision of this Note shall be invalid, illegal or unenforceable, such provisions shall be severable from the remainder of this Note and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The Bank is hereby authorized, without further notice, to complete any blank spaces on this Note, and to date this Note as of the date funds are first advanced hereunder. Paragraph headings

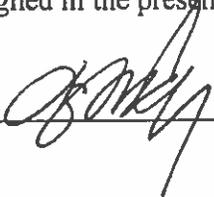
are for the convenience of reference only and are not a part of this Note and shall not affect its interpretation.

4.8 **JURY WAIVER.** THE BANK (BY ITS ACCEPTANCE OF THIS NOTE) AND THE BORROWER AGREE THAT NEITHER OF THEM, INCLUDING ANY ASSIGNEE OR SUCCESSOR SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER LITIGATION PROCEDURE BASED UPON, OR ARISING OUT OF, THIS NOTE, ANY RELATED INSTRUMENTS, ANY COLLATERAL OR THE DEALINGS OR THE RELATIONSHIP BETWEEN OR AMONG ANY OF THEM. NEITHER THE BANK NOR THE BORROWER SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY DISCUSSED BY THE BANK AND THE BORROWER, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. NEITHER THE BANK NOR THE BORROWER HAS AGREED WITH OR REPRESENTED TO THE OTHER THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

4.9 **VENUE.** THE BANK AND THE BORROWER FURTHER AGREE TO THE JURISDICTION OF THE SUPERIOR COURTS FOR THE COUNTIES OF MIDDLESEX OR SUFFOLK WITHIN THE COMMONWEALTH OF MASSACHUSETTS INCLUDING, WITHOUT LIMITATION, THE BUSINESS LITIGATION SESSION OF THE SUPERIOR COURT FOR THE COMMONWEALTH OF MASSACHUSETTS.

THIS NOTE IS SECURED BY, AMONG OTHER THINGS, A FIRST MORTGAGE ON THE LAND, BUILDINGS AND IMPROVEMENTS LOCATED AT 133 PRINCETON STREET, NORTH CHELMSFORD, MASSACHUSETTS.

Signed in the presence of:



KHLAHANN, LLC

By: 

Visoth Nuon, Manager

Middlesex North Registry of Deeds

Electronically Recorded Document

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Recording Information

| | |
|--|---------------------|
| Document Number | : 325055 |
| Document Type | : MTG |
| Registered Date | : December 10, 2024 |
| Registered Time | : 12:05:01 PM |
| Noted on Certificate | : 45894 |
| Land Court Book and Page | : 00232 / 127 |
| Number of Pages(including cover sheet) | : 18 |
| Receipt Number | : 1042937 |
| Recording Fee | : \$205.00 |

Middlesex North Registry of Deeds
Richard P. Howe Jr., Register
360 Gorham Street
Lowell, Massachusetts 01852
978/322-9000
www.lowelldeeds.com

**FIRST MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,
AND SECURITY AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS THAT KHLAHANN, LLC, a Massachusetts limited liability company with a notice address of 133 Princeton Street, North Chelmsford, MA 01863, hereinafter called the Mortgagor, for consideration paid, grants to **THE LOWELL FIVE CENT SAVINGS BANK**, a Massachusetts banking corporation organized and existing under the Laws of the Commonwealth of Massachusetts, having an office for business at 30 International Place, Tewksbury, Massachusetts 01876, hereinafter called the Mortgagee, with **MORTGAGE COVENANTS** to secure the performance of all obligations of the Mortgagor as provided in a certain Commercial Term Promissory Note in the original principal amount of **\$3,823,530.00** with interest thereon dated as of December 10, 2024 (the "Note") and also to secure the payment and/or performance of any and all other covenants and agreements herein contained or contained in any other agreement, instrument, or document executed by Mortgagor in connection herewith and any amendment, extension, or renewal thereof (collectively with the Note, this Mortgage and all other loan documents of even date, the "Loan Documents") as well as to secure payment or performance of any and all other debts, liabilities, obligations or agreements whatsoever of and by the Mortgagor to or for the benefit of the Mortgagee, now existing or hereafter arising, absolute, contingent, direct or indirect, now due or to become due, until the debt and obligations secured hereby have been paid and satisfied in full (collectively, the "Obligations"):

The land and improvements thereon known as 133 Princeton Street, North Chelmsford, Massachusetts as described in Exhibit "A" attached hereto prior to the execution of this instrument and made a part hereof by specific reference and all rights, easements, and appurtenances now or hereafter thereto belonging (the "Real Property"), and all fixtures of Mortgagor now or hereafter attached to the property including without limitation the following: portable and sectional buildings, elevators and elevator machinery, heating apparatus, ovens, refrigerators, motors, plumbing fixtures, gas and electric fixtures, fire-extinguishing systems, shades, screens, blinds, pipes, boilers, tanks, screen doors, awnings, storm doors and windows, dishwashers, garbage incinerators and receptacles, washing machines, dryers, television antennas, air conditioners, attached floor coverings, trees, hardy shrubs, and perennial flowers, and all other fixtures now or hereafter placed on the Land (hereinafter collectively the "Personal Property").

Also, the Mortgagor hereby grants to the Mortgagee a security interest in all Mortgagor's Personal Property now or hereafter placed on the Real Property, or used in connection therewith, the replacements thereto and substitutions therefor and the proceeds therefrom excluding, however, those items which can be classified as "consumer goods" (as defined in the Uniform Commercial Code) and agrees to execute, on demand of the Mortgagee, all instruments necessary to perfect or continue such security interest, and upon any Event of Default hereunder

and the expiration of any applicable cure period , the Mortgagor hereby grants to the Mortgagee full power and authority as attorney irrevocable of the Mortgagor to execute, deliver, and record and/or file such instruments.

The Mortgagor covenants and agrees that none of the aforesaid which are or may be used as appurtenances of the buildings on the Real Property are subject to any conditional sales or security agreements and in case there be any such at any time now or hereafter, the Mortgagor, or those claiming under him, will make all payments under such agreements or sales as and when due and payable, and all rights thereunder shall inure to the benefit of the Holder hereof, including the right to complete payments upon any Event of Default and receive title to the same.

The Mortgagor covenants and agrees that, as of the execution hereof and upon subsequent acquisition of such articles, fixtures, and equipment now or hereafter used in the operation of the Real Property, the Mortgagor shall:

(i) execute and deliver to the Mortgagee, in form appropriate for recording and filing, a first security agreement and financing statements on all such articles, fixtures, and equipment; and

(ii) provide to the Mortgagee such other assurances as may be required by the Mortgagee to establish the Mortgagee's first security interest in such articles, fixtures, and equipment; and

(iii) execute, deliver, and cause to be recorded and filed from time to time, without notice or demand, and at the Mortgagor's sole cost and expense, continuances and such other instruments as will maintain the Mortgagee's priority of security in such articles, fixtures, and equipment.

The Mortgagor hereby appoints the Mortgagee as irrevocable attorney-in- fact, coupled with an interest, and given as security, to execute, acknowledge and deliver all such instruments and the like on behalf of the Mortgagor which the Mortgagor fails or refuses to do.

The Mortgagor agrees that the Mortgagee, in addition to all other rights and remedies hereunder, shall have all rights and remedies of a secured party under the Massachusetts Uniform Commercial Code. This Mortgage is intended to be a security agreement with respect to the Personal Property.

Also, the Mortgagor hereby grants, transfers, and assigns to the Mortgagee, with mortgage covenants, as additional security for the Note and other obligations as set forth above, all rents, royalties, , tax abatements, or other benefits arising from the use or enjoyment of all or any portion of the Mortgaged Premises ("Revenues"); all leases or licenses to use all or any part of the Mortgaged Premises, written or oral, now or hereafter entered into by the Mortgagor as lessor, or assigned to the Mortgagor of even date, including without limitation, security deposits

and the rights on the happening of any Event of Default hereunder (but not otherwise) to receive and collect the rents thereunder; all guaranties of said leases; all proceeds of the foregoing (collectively, the "Leases"); all permits, approvals, consents, and licenses to construct, improve, use, own, and enjoy, and all contracts and agreements relating to the ownership, sale, construction, use, operation, and enjoyment of the Real Property, the Personal Property, the Revenues, and the Leases ("Permits and Contracts"). This assignment is an absolute assignment of the Revenues and Leases from Mortgagor to Mortgagee, provided, however, that so long as there shall be no default under this Mortgage or any of the Loan Documents, beyond applicable grace periods, Mortgagor shall have an exclusive license to operate the Mortgaged Premises and to collect the Revenues and retain, use, and enjoy the same, provided, however, that the Revenues shall be received in trust to be used to satisfy obligations under the Loan Documents, including, without limitation, payment of amounts due on the Note, taxes, insurance, and operating expenses of the Mortgaged Premises before being used for any other purpose.

Said Real Property, Personal Property, Leases, Revenues, Permits and Contracts are hereinafter collectively referred to as the "Mortgaged Premises."

A. The Mortgagor represents and warrants that the following statements are true and correct on the date hereof and covenants and agrees that the same shall remain true and correct until the debt and obligations secured hereby are paid and satisfied in full:

1. Authority; Title: That the Mortgagor is lawfully seized in fee simple of the Mortgaged Premises and has good right, full power, and lawful authority to mortgage and grant a security interest in the same manner as aforesaid; that the Mortgaged Premises is free and clear of all liens, encumbrances and restrictions except as set forth on the title policy provided to Lender to insure this Mortgage and that the Mortgagor will make any further assurances of title that the Mortgagee may require.

2. Accuracy of Loan Application: The information contained in the Mortgagor's application for the loan evidenced by the Note was true and correct as of the date given, and as of the date hereof, there has been no material change therein.

3. Commercial Purpose: The proceeds of the loans evidenced by the Note are to be used for commercial purposes.

4. Principal Residence: That, notwithstanding anything to the contrary herein or elsewhere contained or set forth, if all or a portion of the Mortgaged Premises is or is expected to be, or in the future becomes, the principal residence of the Mortgagor, and the extension of credit related to the Mortgaged Premises does not qualify under existing laws, rules or regulations, as an extension of credit for business or commercial purposes, such principal residence shall not be security for any obligation of the Mortgagor except for (a) the mortgage loan of even date secured hereby and the covenants of this Mortgage with respect thereto and (b) such loans or advances, if any, now existing or hereafter made to the Mortgagor which are not

extensions of "Consumer Credit" within the purview of Massachusetts General Laws, Chapter 140D or the Consumer Credit Protection Act (Public Law 90-321, 82 Stat. 146 et seq.) as the same may be from time to time amended. The Mortgagor and Mortgagee may, insofar as permitted by applicable law, modify or waive the terms and provisions of the preceding sentence only by an instrument in writing signed by both parties which makes specific reference to this Mortgage and the clause being modified. Nothing contained in the preceding two sentences shall impair the right of the Mortgagee upon any Event of Default by the Mortgagor on any obligation whatsoever, from bringing legal proceedings, in law or at equity, in which an attachment of, or levy on, the principal residence of the Mortgagor may be made.

5. Leases: That each of the Leases now or hereafter in effect is and shall be a valid lease and that there are and shall be no material defaults by any party beyond any notice and cure period; no rent reserved in the Leases has been assigned, waived, released, discounted, or otherwise discharged; nor has rent been anticipated except for security deposits and last month's rent taken in the usual course of business.

B. The Mortgagor hereby covenants and agrees as follows:

1. The Note, Mortgage, and Loan Documents: To pay the principal, interest, penalties, and other charges set forth in the Note and to perform all of the covenants and agreements contained in the Note, the Mortgage, and all other Loan Documents and obligations contained therein.

2. Impositions: To pay all taxes, charges for water, sewer and other municipal services, and assessments, whether or not assessed against the Mortgagor, if applicable or related in any way to the Mortgaged Premises, or any interest of the Mortgagor, the Mortgagee, or any other person or organization therein, or the debt, obligations or performance secured hereby, or the disbursement or application of the proceeds therefrom ("Impositions"), excluding, however, any income or corporation excise tax of the Mortgagee; on the event of a default and expiration of any applicable cure period, to pay to the Mortgagee on each day that payments are required by the terms of the Note, in addition to the payments of principal and/or interest provided in the Note, a sum equal to such fraction of the real estate taxes, charges and betterment assessments for each year as shall be estimated by the Mortgagee to be sufficient for the Mortgagee to provide in the aggregate a sum equal to said taxes, charges and assessments as and when they become due and payable; and, in addition, to pay to the Mortgagee any balance necessary to account in full for the amount of said taxes, charges and assessments prior to the date when they become due and payable; it being understood and agreed that such sums may be commingled with the general assets of the Mortgagee, that the Mortgagee shall not be required to pay interest thereon or account for any profits resulting from its use thereof except as required by law and that said sums are held by the Mortgagee for payment on account of such taxes, charges and assessments and/or any other obligations of the Mortgagor hereunder; or, in case tax payments are required to be made to the Mortgagee, to forward to the Mortgagee real estate tax bills as soon as the same have been received by the Mortgagor.

3. Insurance: To insure and keep the Mortgaged Premises insured against fire, extended coverage, and such other hazards and casualties and all such other casualties and contingencies as the Mortgagee may from time to time require; to deposit, at the demand of the Mortgagee, all insurance policies or memoranda thereof with the Mortgagee forthwith after the binding of such insurance, and to deliver to the Mortgagee new policies or memoranda thereof for any insurance about to expire at least seven (7) days before such expiration, all such insurance to be first payable in case of loss to the Mortgagee and to be written by such companies, on such terms, in such form and for such periods and amounts as the Mortgagee shall from time to time designate or approve; provided that said insurance shall be in an amount not less than that necessary to comply with any co-insurance percentage stipulated in said policy or policies, and the Mortgagor hereby grants to the Mortgagee, upon the happening of any Event of Default hereunder, full power and authority as attorney irrevocable of the Mortgagor to cancel or transfer such insurance and to retain any premium or proceeds and to apply the same to the debt or obligations secured hereby.

4. Use and Care; Compliance with Law: To put, maintain and keep all and singular the Mortgaged Premises at all times in as good repair and condition as the same now are or hereafter may be put, ordinary wear and tear excepted but damage from casualty expressly not excepted, permitting and suffering no waste or strip of the same to occur, nor any release or threat of release of hazardous waste or materials on the Mortgaged Premises nor any violation of any law, by-law, ordinance, restriction, regulation, order or code affecting the Mortgaged Premises or the use thereof; not to remove or alter any of the improvements, equipment, appliances, furnishings and fixtures constituting part of the Mortgaged Premises without the prior written consent of the Mortgagee not to be unreasonably withheld, conditioned or delayed and expressly excluding any replacements, repairs and alterations made in the ordinary course of business; and not to permit any material alteration in the use, occupancy, or structural condition of the Mortgaged Premises without in each instance obtaining the prior written consent of the Mortgagee not to be unreasonably withheld, conditioned or delayed.

5. Inspection: To permit the Mortgagee, the Holder of the Note, or its representatives to examine the Mortgaged Premises at any reasonable time or to enter upon the Mortgaged Premises to make repairs as in the Mortgagee's judgment are necessary to preserve the security hereof.

6. Assignment of Leases: To occupy the entire Mortgaged Premises, or cause the same to be occupied by lessees (which term shall include licensees and concessionaires) and to deliver to the Mortgagee on demand any or all Leases of the Mortgaged Premises or any part thereof, or at the Mortgagee's election with respect to any Lease to confirm the assignments of Leases and Revenues contained in this Mortgage, such confirmation of assignment to be in form reasonably satisfactory to the Mortgagee, and the Mortgagor hereby grants the Mortgagee full power and authority as attorney irrevocable of the Mortgagor to make execute, acknowledge, deliver and record such confirmatory assignment; by virtue of the

assignment of Leases and Revenues contained in this Mortgage, after any Event of Default by the Mortgagor under this Mortgage (and not otherwise), the Mortgagee shall be entitled to modify and otherwise deal with all such Leases with the same power and discretion which the Mortgagee would have if it were the lessor thereof, and the Mortgagee shall be entitled to collect all of the Revenues for such Leases and to apply the same to the debt secured hereby, and after foreclosure, the Mortgagee shall not be liable to account to the Mortgagor for Revenues thereafter accruing; provided, however, that the Mortgagor may have and retain such Revenues until such Event of Default occurs; and the Mortgagee shall further have the right to subordinate this Mortgage and its rights hereunder to any Leases of the Mortgaged Premises now or hereafter in force and upon execution and recording of any instrument by the Mortgagee which purports to effect such subordination, this Mortgage shall be subordinate to the lease or leases referred to in such instrument with the same force and effect as if such lease or leases had been executed and delivered prior to the execution, delivery and recording of the this Mortgage.

7. Lease Obligations: To observe and perform all the obligations imposed upon the Mortgagor under any Leases of the Mortgaged Premises, and not to do or permit to be done anything which would impair the security of such Leases to the Mortgagee, nor to waive, cancel or change any material terms, conditions, or covenants of any of the Leases of the Mortgaged Premises or any part thereof without the prior written consent of the Mortgagee, nor to execute any Leases providing for payment of rent for more than one (1) month in advance, except for security deposits and last month's rent in the ordinary course of business nor to receive rent from all or any part of the Mortgaged Premises for more than one month in advance without the prior written consent of the Mortgagee, and any such advance rent in excess of one (1) month received shall be held by the Mortgagor in trust for the benefit of the Mortgagee. Mortgagor hereby agrees to indemnify and hold Mortgagee harmless (1) against and from any and all liability, loss, damage and expense, including reasonable attorneys' fees, which it may or shall incur under or in connection with any of the Leases or by reason of any action taken by Mortgagee under the Assignment (including without limitation any action which Mortgagee, in its discretion, may take to protect its interest in the Leases, Revenues and/or the Mortgaged Premises and including the making of advances and the entering into of any action or proceeding arising out of or connection with the Leases and Revenues) and (2) against and from any and all claims and demands whatsoever which may be asserted against Assignor by reason of any alleged obligations or undertaking on its part to perform or discharge any of the terms, covenants and conditions contained in any of the Leases but excepting from the indemnification hereunder loss caused by the gross negligence or willful misconduct of Mortgagee in bad faith.

8. Financial Reporting: To furnish the Mortgagee a true and complete statement of the annual operating expenses and income of the Mortgaged Premises and management prepared financial statements of the Mortgagor to be in form reasonably satisfactory to the Mortgagee as set forth in the Commercial Loan Agreements of even date herewith; and within thirty (30) days following the due date thereof, as extended, copies of the income tax returns of the Mortgagor;

9. Mortgage Taxes: That, in case the Mortgagee's loan on this Mortgage is not exempt from State tax, said Mortgagor shall on demand pay said Mortgagee the same percentage of the debt secured thereby as the Mortgagee shall from time to time be required to pay as such State tax; that if any law is hereafter passed by the United States or the Commonwealth of Massachusetts deducting from the value of Mortgaged Premises for the purpose of taxation any lien thereon, or changing in any way the laws now in force for the taxation or mortgages or debts secured by mortgage for Federal, State, or local purposes, or the manner of collection of any such taxes, so as to affect adversely and materially the rights of the Holder of this Mortgage notwithstanding compliance by the Mortgagor with all other provisions hereof, then the whole of the indebtedness hereby secured shall, at the election of the Mortgagee, become due and payable ninety (90) days after written notice to the Mortgagor requiring payment of the mortgage debt, and it is hereby agreed that if such notice be given, the said debt shall come due, payable, and collectible at the expiration of said ninety (90) days; provided, however, that such requirement of payment shall be ineffective if the Mortgagor is permitted by law to pay the whole of such tax in addition to all other payments hereunder, without any penalty thereby accruing to the Mortgagee, and if the Mortgagor does pay such tax prior to the date upon which payment is required by Mortgagee's said notice.

10. Casualty Loss, Eminent Domain: If the Mortgaged Premises or any part thereof shall be damaged or destroyed by fire or other hazard against which insurance is held, or if the Mortgaged Premises or any portion thereof shall be taken by eminent domain, no settlement on account of any loss or damage shall be made without the prior written consent of the Mortgagee, as its interests may appear, and any proceeds from insurance or damages for such taking, as the case may be, shall be paid to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the Mortgagor hereby irrevocably assigns the same to the Mortgagee. The Mortgagee, at its discretion, may either apply such proceeds against the debt secured hereby (in which case the Mortgagor's obligations hereunder to restore such damage to the Mortgaged Premises as may have been caused by such fire, or other hazard or taking, shall terminate), or release such portion of the proceeds to the Mortgagor as is necessary to restore the Mortgaged Premises to their prior condition insofar as is practicable upon such terms and conditions as the Mortgagee deems appropriate, and apply the balance thereof, if any, to the debt or obligations secured hereby; provided, however, that if any insurer of the Mortgaged Premises denies liability, the Mortgagor shall not be relieved of its obligations to restore the Mortgaged Premises.

11. Setoff: Upon the happening of any Event of Default hereunder, the Mortgagee may apply toward the debt and obligations secured hereby any deposit payment or any sum due from the Mortgagee to the Mortgagor without first enforcing any other rights of the Mortgagee against the Mortgagor, or against any endorser or guarantor of the Note secured hereby or against the Mortgaged Premises. In the event that any check or other item paid by the Mortgagee causes an overdraft in any deposit account maintained by the undersigned with the Mortgagee, the same shall constitute an additional advance pursuant to the obligation hereby secured, repayable on demand, and shall be secured by this Mortgage. All such overdrafts in any deposit account shall bear interest at the rate set forth in the Note or other instrument hereby

secured or such higher rate as may be set forth in any other documents evidencing loans from the Mortgagee to the Mortgagor.

12. Costs of Protecting Security: If the Mortgagee shall become involved in any action or course of conduct with respect to the Mortgaged Premises, or other security for the debt and obligations secured hereby, in order to protect its interest therein, including without limitation, the Mortgagee's commencement and prosecution of foreclosure proceedings, its involvement in bankruptcy proceedings concerning the Mortgagor, the Mortgagee's entering the Mortgaged Premises, and the care and management thereof, or its defending or participation as party in any action at law or in equity brought by the Mortgagor or any other person or organization with respect to the Mortgaged Premises (or other security for the debt or obligations secured hereby), the Mortgagor shall reimburse the Mortgagee for all reasonable charges, costs and expenses incurred by the Mortgagee in connection therewith, including without limitation reasonable attorneys' fees attributable to undertaking such actions or conduct; that in the event this Mortgage secures a loan in whole or in part for the construction, alteration, or repair of a building, the Mortgagee may advance from time to time to the Mortgagor such sums as in its discretion appear to be warranted by the progress of the work and Mortgagor agrees to prosecute the construction, alteration, or repairs involved diligently and, in the event of any unreasonable delay, the Mortgagee, in addition to any other remedy it may have, may enter and complete such construction, alteration, or repairs and charge such amounts as it shall reasonably expend in so doing to the Mortgagor, whether or not he shall have parted with his title to the Mortgaged Premises. If a separate construction loan agreement has been entered into by the Mortgagor and Mortgagee, the Mortgagor further covenants and agrees to perform all the provisions, covenants, stipulations, and agreements contained in said construction loan agreement between the Mortgagor and Mortgagee, which said construction loan agreement is incorporated herein by reference as if it were fully set forth.

13. Foreclosure Sale: At any foreclosure sale of the Mortgaged Premises, the Mortgaged Premises and any combination or all of the other security for the debt or obligations secured hereby may be offered for sale for one total price, and the proceeds of such sale may be accounted for in on account without distinction between the items of security or without assigning to them any proportion of such proceeds, the Mortgagor hereby waiving the application of any doctrine of marshalling; and the Mortgagee may, in the exercise of the power of sale herein given, sell the Mortgaged Premises and said other security in parts or parcels, said sales may be held from time to time, and the power shall not be fully exhausted until all of the Mortgaged Premises and said other security not previously sold shall have been sold. If surplus proceeds are realized upon a foreclosure sale, the Mortgagee shall not be liable for any interest thereon pending distribution of such proceeds by the Mortgagee.

14. Liens and Security Interests of Others: To notify the Mortgagee promptly of the existence of and the exact details of any other lien or security interest in the Mortgaged Premises now existing or hereafter arising, to make all payments that become due to any lienor or secured party having such lien or security interests, and at the request of the Mortgagee, to

assign to the Mortgagee all its right, title and interest in and to any and all agreements evidencing such security interest covering any of said security, and the Mortgagor hereby grants the Mortgagee full power and authority irrevocable of the Mortgagor to make, execute, acknowledge and deliver such assignments or to pay the entire balance due to such lien or secured party and add the amount so paid to the debt secured hereby. The Mortgagor represents that no security interest presently exists in any of Mortgaged Premises except as has heretofore been disclosed in writing to the Mortgagee.

15. Mortgagee's Right to Cure Defaults: The Mortgagee shall be entitled, but not obligated, to cure any Event of Default of the Mortgagor hereunder, including advancing sums, before or after such Event of Default, for taxes, insurance, repairs, or improvements, and shall be immediately reimbursed by the Mortgagor for all costs, charges and expenses, including without limitation attorneys' fees incurred in connection therewith, and all sums for which the Mortgagee may be entitled to reimbursement shall be added to the principal sum of the debt or obligations secured hereby, shall earn interest at the default rate set forth in said Note, shall be secured by this Mortgage, and shall be payable on demand of the Mortgagee, whether or not the remaining principal balance of the Note has been declared due and payable. The Mortgagee is hereby authorized and empowered to enter and to authorize others to enter upon the Mortgaged Premises or any part thereof for the purpose of performing or observing any such defaulted covenant, condition, or term without thereby becoming liable to the Mortgagor or any person in possession under the Mortgage.

16. Hazardous Materials; Environmental Laws: The Mortgagor represents and warrants that it has not unlawfully "released" or caused an unlawful "threat of release" of any "hazardous materials" or "oils" (as such terms are defined in any Environmental Law, as defined below). Furthermore, Mortgagor represents, warrants and covenants, and it shall be a further condition of this Mortgage:

(a) That the Mortgagor has not received and shall not receive notice from the Massachusetts Department of Environmental Protection, the United States Environmental Protection Agency, or any other governmental authority claiming violation of any Environmental Laws on the Mortgaged Premises or elsewhere;

(b) That the Mortgagor has not incurred and will use reasonable efforts not to incur during the term of this Mortgage any liability under any Environmental Laws on the Mortgaged Premises or elsewhere;

(c) That no lien on the Mortgaged Premises has arisen or will arise during the term of this mortgage under any Environmental Laws; and

(d) That no portion of the Mortgaged Premises has been, or during the term of this mortgage shall be used for the storage, treatment, use or disposal of any substance

for which a license is required by Chapter 21C of the Massachusetts General Laws, viz. so-called hazardous wastes, except that if so used, a license shall be obtained.

Without limitation of anything hereinabove stated, the Mortgaged Premises shall be maintained and used in compliance with all applicable environmental laws, rules, ordinances, and regulations of all federal, state and municipal authorities ("Environmental Laws"), including without limitation, the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, the Federal Resource Conservation and Recovery Act, the Massachusetts Hazardous Waste Management Act, the Federal Water Pollution Control Act, the Federal Clean Air Act, the Massachusetts Wetlands Protection Act and the provisions of Chapter 92 and Chapter 21 of the Massachusetts General Laws. The Mortgagor further agrees to indemnify and hold the Mortgagee harmless from and against all liability and loss, cost, damage or expense, including attorneys' fees, which the Mortgagee may sustain by reason of any claimed or actual breach or violation of any such laws, rules, ordinances and regulations. Further, the Mortgagee shall have the right, but not the obligation, to enter upon the Mortgaged Premises and expend funds to cure any Event of Default of the Mortgagor under or with respect to any such laws, rules, ordinances and regulations, and the Mortgagor will promptly repay to Mortgagee upon demand any such expenses thereby incurred, the repayment of such expenses to be secured hereby as fully and effectually as any obligation of the Mortgagor hereby secured. In the event that the Mortgagee might incur liability under the foregoing laws, rules, ordinances or regulations by virtue of foreclosure hereunder, the Mortgagee may, in its sole discretion, determine to obtain satisfaction of the obligations of the Mortgagor under the Note, hereunder and under the Loan Documents from the Mortgagor, any maker, any guarantors or from other security and the Mortgagee shall be under no obligation to take any action with respect to the Mortgaged Premises, except as the Mortgagee may determine from time to time in its sole discretion. Nothing contained herein shall be construed to limit the Mortgagee's rights in the Mortgaged Premises at any time while any of the indebtedness or obligations of the Mortgagor under the Note, hereunder or under the Loan Documents remain outstanding.

17. Senior Mortgages: If this Mortgage is at any time subject or subordinate to another mortgage, the Mortgagor shall not materially modify, amend, or extend such prior mortgage, or the debt or other obligation secured thereby, without the consent of the Mortgagee. Any default under said prior mortgage or the obligations secured thereby shall be an Event of Default hereunder, and the Mortgagee shall be entitled, but not obligated, to cure said default, as provided in paragraph 16 hereof.

18. Events of Default: "Events of Default" hereunder shall mean any of the following which is not cured within the applicable grace and cure periods: (a) neglect or failure to make any payment of principal, interest, or taxes or any other payment required by the terms of the Note or this Mortgage, (b) any representation or warranty of the Mortgagor hereunder shall become untrue in any material respect or the failure of Mortgagor to conform to same, (c) the neglect or failure of the Mortgagor to perform or observe any of Mortgagor's other covenants or agreements contained herein, in the Note or in any of the Loan Documents, or in any other

mortgage, debt or obligation of or from the Mortgagor to the Mortgagee, (d) formal charges are filed against the Mortgagor under either a state or federal law for which forfeiture of the Mortgaged Premises is a potential penalty, (e) the legal or beneficial ownership of the Mortgaged Premises, or any portion thereof or interest therein becomes vested in anyone other than the Mortgagor, (f) the Mortgagor should create or permit to be created any lien or encumbrance in excess of \$25,000.00 to attach to the Mortgaged Premises (except for the payment of real estate taxes and betterment assessments prior to the commencement of interest and penalties thereon) which attachment or encumbrance is not discharged or bonded within thirty (30) days from the date it is attached, (g) upon the death of, or appointment of a guardian or conservator for the Mortgagor, or any guarantors or endorsers (other than an endorser without recourse) of the Note provided that in the event of a death of guarantor, Mortgagor shall have sixty (60) days to provide a substitute guarantor satisfactory to Mortgagee prior to being held in default of this subsection (g), (h) the Mortgaged Premises or any part thereof or any interest therein or in the rents, issues or profits thereof shall be sold, transferred, assigned, leased or otherwise disposed of, (except with the prior written consent of the Mortgagee), (i) any security interest, lien, mortgage or other encumbrance shall be created in the Mortgaged Premises or any part thereof or any interest therein, or in the rent, issues or profits thereof by operation of law or otherwise, whether superior or subordinate to this Mortgage, (except with the prior written consent of the Mortgagee), (j) any foreclosure proceedings under any junior mortgage or any other lien of any kind on the Mortgaged Premises, or any part thereof, should be instituted, (k) any levy or sale upon execution or other like proceedings of any nature shall occur whereby the owner of the Mortgaged Premises shall be deprived of owner's title or right of possession to the Mortgaged Premises or any part thereof, (l) any legal or beneficial interest in Mortgagor or, if the Mortgagor is a partnership, in any general partner of the Mortgagor is transferred either voluntarily or involuntarily unless in the furtherance of bona fide estate planning, (m) by order of a court of competent jurisdiction a receiver or liquidator or trustee of the Mortgagor shall be appointed for the record owner for the time being of the Mortgaged Premises or any guarantor or endorser of the Note and shall not have been discharged within thirty (30) days, (n) any involuntary petition under the Federal Bankruptcy Code or any other similar statute shall be filed by or against the Mortgagor, the owner of the Mortgaged Premises or any guarantor or endorser of the Note and shall not be dismissed within thirty (30) days after such filing, (o) the Mortgagor, the owner of the Mortgaged Premises or any guarantor or endorser of the Note shall file a petition in voluntary bankruptcy under any provisions of any bankruptcy or reorganization petition under any such law, (p) the Mortgagor, the owner of the Mortgaged Premises or any guarantor or endorser of the Note shall institute any proceeding for its dissolution or liquidation or shall make an assignment or mortgage for the benefit of creditors generally or shall admit in writing an inability to pay the Mortgagor's, or such owner's, guarantor's or endorser's debts generally as they become due, or shall consent to the appointment of a receiver or trustee or liquidator, (q) the Mortgagor, the owner of the Mortgaged Premises or any guarantor or endorser of the Note shall file a petition for an arrangement or reorganization pursuant to the Federal Bankruptcy Code or any other similar statute, (r) the Mortgagor shall fail, within thirty (30) days after written notice from Mortgagee that the Loan-to-Value Ratio exceeds the ratio required in the Loan Agreements of even date, to make a principal payment or to provide additional collateral satisfactory to

Mortgagee, so as to reduce the Loan-to-Value Ratio to that required, or (s) the Mortgagor shall fail, within thirty (30) days after notice from Mortgagee that the Debt Coverage is less than the ratio required, to make a principal payment or to provide additional collateral, satisfactory to Mortgagee, so as to increase the Debt Coverage to that required.

In case of any Event of Default, the entire debt secured hereby, including late payment penalties, shall, at the option of the Mortgagee, become due and payable on demand; provided, however, that the Mortgagee may, without notice to the Mortgagor, deal with the Mortgagor's successor or successors in interest with reference to the Mortgage and the debt secured hereby in the same manner as with the Mortgagor, without in any way vitiating or discharging the Mortgagor's liability or obligations with respect to this Mortgage or the debt secured hereby.

In the case of an Event of Default by Mortgagor under the Note or any of the Loan Documents, with respect to the Personal Property, the Holder shall have all remedies of a secured party under the Massachusetts Uniform Commercial Code as now in effect, including, without limitation, the option to proceed against the Real Property, Personal Property, Revenues, Leases, Permits and Contracts under this Mortgage and under the law relating to foreclosure of real estate mortgages, and such further remedies as from time to time may hereafter be provided by Massachusetts law to a secured party, and upon the condition that all rights of the Mortgagee under this Mortgage as to the Real Property, Personal Property, Revenues, Leases, Contracts and Permits may be exercised together or separately.

In exercising its power of sale as a secured party or mortgagee under this Mortgage, the Mortgagee may sell any portion of the Mortgaged Premises, either separately from or together with any other part thereof, either as one unit or in such separate units, all as the Mortgagee may in its discretion elect; and pursuant thereto the Mortgagee hereof may sell the Personal Property or any part thereof either separately from or together with the whole or any part of other collateral which may constitute security for payment and performance of all matters for which the Personal Property is hereby given as collateral, all as the Mortgagee may in its discretion elect. In the event of any separate sale of Personal Property, the Mortgagee will give to the Mortgagor reasonable notice of time and place of any public sale or of the time after which any private sale or other intended disposition thereof is to be made, such requirement of reasonable notice shall be met if notice thereof is mailed postage prepaid to the Mortgagor at least five (5) days before the time of the scheduled sale or other disposition.

19. Waivers; Deficiency: No sale of the Mortgaged Premises and no forbearance on the part of the Mortgagee or extension of the time for the payment of the debt secured hereby or any other indulgence given by the Mortgagee shall operate to release, discharge, modify, change or affect the original liability of the Mortgagor, nor the priority of this Mortgage, either in whole or in part, notice of such forbearance, extension or other indulgence being hereby expressly waived.

20. Notice: Any notice, demand or other communication from the Mortgagee to the Mortgagor shall be deemed satisfactorily given upon depositing the same in writing in the United States Mail by certified or registered mail, postage prepaid, addressed to the Mortgagor (or any one of them if there be more than one) at the Mortgagor's latest address in the mortgage records maintained by the Mortgagee.

21. Severability; Cumulative Rights: In case any provision of the Note, this Mortgage, or any of the Loan Documents shall be found unenforceable or invalid for any reason, the enforcement of any other provision hereof shall not be impaired thereby, and such provision shall be deemed modified to the extent necessary to be enforceable, or if such modification is not practicable, shall be deleted from the Note, this Mortgage, or the Loan Documents, as the case may be. All rights and remedies of Mortgagee hereunder and under the Note and Loan Documents or otherwise available in law or equity, are cumulative and concurrent and may be exercised singly, successively, or concurrently.

22. Cure Periods: Except as otherwise provided herein, or in the Note, the Mortgagor shall be entitled to the following grace periods to cure defaults hereunder:

(i) monetary defaults: 15 days

(ii) non-monetary defaults (except those described in clauses (f) and (m) through (s) of Section 18 hereof as to which there shall be no cure period except as otherwise stated in those clauses): 30 days following written notice from Mortgagee to Mortgagor

(iii) non-monetary defaults which cannot reasonably be cured within thirty (30) day period (except those described in clauses (f) and (m) through (s) of Section 20 hereof): such additional period of time as is reasonably necessary to diligently cure the same, but not more than ninety (90) days from the date of the notice, provided that the Mortgagee is adequately secured during such additional period. This additional cure period shall not be available for the failure to pay insurance premiums (or cancellation of insurance for any other reason).

23. Amendment. This Mortgage may not be modified, amended, discharged, or waived orally, but only by an agreement in writing signed by the party against whom any such modification, amendment, discharge, or waiver is sought.

24. Binding Effect: The word "Mortgagor" as used herein means the Mortgagor named herein, whether one or several, and also means any subsequent owner or owners of the equity of redemption of the Mortgaged Premises. If there is more than one (1) Mortgagor, the covenants and warranties thereof shall be joint and several. All of the covenants and agreements of the Mortgagor herein contained shall constitute covenants running with the Mortgaged Premises and shall be binding upon the Mortgagor and the heirs, executors, administrators, successors, and assigns of the Mortgagor and shall enure to the benefit of the Mortgagee, its successors and assigns. The Mortgagee shall have the right, without notice to or

consent of the Mortgagor, to sell, assign or participate all or any portion of its interests in the Mortgaged Premises and the Loan Documents. In the event that the Mortgagee assigns this Mortgage, the Mortgagor agrees to deal with any such assignee after notice of such assignment.

25. Captions: The captions of the sections of this Mortgage are inserted for convenience only and shall not be deemed to constitute a part of this Agreement.

26. Statutory Condition: This Mortgage is upon the **STATUTORY CONDITION** and upon the further condition that all covenants agreements of the Mortgagor and the Guaranty of the Note, this Mortgage, and the Loan Documents from the Mortgagor to the Mortgagee shall be kept and fully performed, and upon any breach of the same the Mortgagee shall have the **STATUTORY POWER OF SALE** and any other powers given by statute.

27. Waiver of Jury Trial: **THE MORTGAGOR AND MORTGAGEE IRREVOCABLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING HEREAFTER INSTITUTED BY OR AGAINST ANY OF THEM IN RESPECT OF THE LOAN DOCUMENTS, AS MODIFIED BY THIS AGREEMENT, OR ARISING OUT OF ANY DOCUMENT, INSTRUMENT OR AGREEMENT, EVIDENCING, GOVERNING OR SECURING THE LOAN DOCUMENTS.**

28. That wherever the words **STATUTORY CONDITION AND STATUTORY POWER OF SALE** appear herein, they shall have such meaning as is provided by the law of the Commonwealth of Massachusetts in which the mortgaged premises are located, as amended from time to time;

29. That in case the Mortgagee in the exercise of the **STATUTORY POWER OF SALE** herein given elects to sell in separate parcels, said sales may be held from time to time, and that the **STATUTORY POWER OF SALE** shall not be exhausted or extinguished until all of the mortgaged premises not previously released shall have been sold, notwithstanding that the proceeds of such sales exceed or may exceed the sum of money then secured hereby;

30. That in the event of foreclosure sale under this Mortgage, the Mortgagee and its successors and assigns are hereby authorized and empowered to assign and transfer to the purchaser at the sale all insurance policies, leases, licenses and permits pertaining to the mortgaged premises and their use. Also, in the event of a foreclosure, the Mortgagor assigns to the Mortgagee any and all claims, rights and causes of action which he has or may have against any corporation, company, trustee or individual arising in connection with said mortgaged premises and affecting the value of said mortgaged premises. The Mortgagor further agrees to indemnify the Mortgagee, if it elects to prosecute any such claim, right or cause of action, for any and all costs and expenses incurred thereby;

31. That this Mortgage is security for the payment of the aforesaid obligation and all other direct and contingent liabilities of the Mortgagor to the Mortgagee due, or to become due, whether now existing or hereafter incurred;

32. That if any one or more of the provisions of this Mortgage is found to be invalid, illegal or unenforceable for any reason or in any respect, such invalidity, illegality or unenforceability shall not limit or impair enforcement of any other provision hereof;

33. That wherever the words Mortgagor and Mortgagee are used herein they shall include their several and respective heirs, executors, administrators, devisees, successors, grantees and assigns, subject to the limitations of law and of this instrument, and if the context herof admits or requires, the words "Mortgagor" and "Mortgagee" and the pronouns referring to them shall be construed as plural, neuter or feminine. The word "holder" as used herein shall be taken to mean the Mortgagee, its successors or assigns;

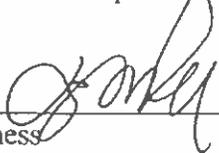
34. That all the covenants, conditions, stipulations and authorizations herein contained are joint and several if the Mortgagor is more than one person, and shall apply to and be binding upon the heirs, executors, administrators, devisees, successors and assigns of the Mortgagor herein. This instrument shall take effect as a sealed instrument.

35. So long as Mortgagor is not in default of its obligations hereunder or under the Loan Documents, Mortgagee agrees to partially releases lots from the lien of this Mortgage upon request of the Mortgagor upon payment of a principal reduction payment of \$200,000.00 for each lot plus repayment of all other advanced principal with accrued and unpaid interest relating to the single-family home constructed on such lot to be partially released.

Executed as a sealed instrument this 10th day of December 2024.

Signed in the presence of:

KHLAHANN, LLC

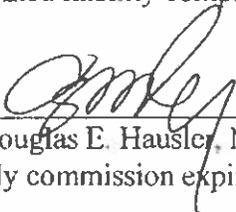

Witness

By: 
VISOTH NUON, Manager

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 10th day of December 2024 then personally appeared the above-named VISOTH NUOM, as Manager as aforesaid, and having provided evidence of identification in the form of a driver's license, acknowledged the foregoing instrument to be his free and voluntary act and deed, duly authorized as Manager on behalf of said limited liability company, before me,


Douglas E. Hausler, Notary Public
My commission expires: 12/13/2024

 **DOUGLAS E. HAUSLER**
Notary Public
Commonwealth of Massachusetts
My Commission Expires
December 13, 2024

EXHIBIT A

Address: 133 Princeton Street, North Chelmsford, MA

A certain parcel of land situated in Chelmsford, in the County of Middlesex, and said Commonwealth, bounded and described as follows:

- NORTHEASTERLY by Princeton Street, one hundred fifty (150.00) feet;
- SOUTHEASTERLY by land now or formerly of William J. Quigley, four hundred thirty-seven and 60/100 (437.60) feet;
- WESTERLY by land now or formerly of Wladyslaw Deputat, one hundred seventy-nine (179.00) feet;
- NORTHWESTERLY by Lot 2, three hundred thirty-nine and 79/100 (339.79) feet.

All of said boundaries are determined by the Land Court to be located as shown on Subdivision Plan 12020-B, drawn by Donald S. Fox, Surveyor, dated March 9, 1970, as approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed with Certificate of Title 18030, and said land is shown as Lot one (1) on said plan.

For title, see Certificate of Title No. 45894 filed in the Middlesex North District, Land Court Division in Book 232, Page 127.

Middlesex North Registry of Deeds

Electronically Recorded Document

This is the first page of this document - Do not remove

Recording Information

| | |
|--|---------------------|
| Document Number | : 325056 |
| Document Type | : MTG |
| Registered Date | : December 10, 2024 |
| Registered Time | : 12:05:01 PM |
| Noted on Certificate | : 45894 |
| Land Court Book and Page | : 00232 / 127 |
| Number of Pages(including cover sheet) | : 18 |
| Receipt Number | : 1042937 |
| Recording Fee | : \$205.00 |

Middlesex North Registry of Deeds
Richard P. Howe Jr., Register
360 Gorham Street
Lowell, Massachusetts 01852
978/322-9000
www.lowelldeeds.com

**SECOND MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,
AND SECURITY AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS THAT KHLAHANN, LLC, a Massachusetts limited liability company with a notice address of 133 Princeton Street, North Chelmsford, MA 01863 hereinafter called the Mortgagor, for consideration paid, grants to **THE LOWELL FIVE CENT SAVINGS BANK**, a Massachusetts banking corporation organized and existing under the Laws of the Commonwealth of Massachusetts, having an office for business at 30 International Place, Tewksbury, Massachusetts 01876, hereinafter called the Mortgagee, with **MORTGAGE COVENANTS** to secure the performance of all obligations of the Mortgagor as provided in a certain Commercial Term Promissory Note in the original principal amount of **\$2,676,470.00** with interest thereon dated as of **DECEMBER 10, 2024** (the "Note") and also to secure the payment and/or performance of any and all other covenants and agreements herein contained or contained in any other agreement, instrument, or document executed by Mortgagor in connection herewith and any amendment, extension, or renewal thereof (collectively with the Note, this Mortgage and all other loan documents of even date, the "Loan Documents") as well as to secure payment or performance of any and all other debts, liabilities, obligations or agreements whatsoever of and by the Mortgagor to or for the benefit of the Mortgagee, now existing or hereafter arising, absolute, contingent, direct or indirect, now due or to become due, until the debt and obligations secured hereby have been paid and satisfied in full (collectively, the "Obligations"):

The land and improvements thereon known as 133 Princeton Street, North Chelmsford, Middlesex County, Massachusetts as described in **Exhibit "A"** attached hereto prior to the execution of this instrument and made a part hereof by specific reference and all rights, easements, and appurtenances now or hereafter thereto belonging (the "Real Property"), and all fixtures of Mortgagor now or hereafter attached to the property including without limitation the following: portable and sectional buildings, elevators and elevator machinery, heating apparatus, ovens, refrigerators, motors, plumbing fixtures, gas and electric fixtures, fire-extinguishing systems, shades, screens, blinds, pipes, boilers, tanks, screen doors, awnings, storm doors and windows, dishwashers, garbage incinerators and receptacles, washing machines, dryers, television antennas, air conditioners, attached floor coverings, trees, hardy shrubs, and perennial flowers, and all other fixtures now or hereafter placed on the Land (hereinafter collectively the "Personal Property").

Also, the Mortgagor hereby grants to the Mortgagee a security interest in all Mortgagor's Personal Property now or hereafter placed on the Real Property, or used in connection therewith, the replacements thereto and substitutions therefor and the proceeds therefrom excluding, however, those items which can be classified as "consumer goods" (as defined in the Uniform Commercial Code) and agrees to execute, on demand of the Mortgagee, all instruments

Property Address: 133 Princeton Street, North Chelmsford, MA

necessary to perfect or continue such security interest, and upon any Event of Default hereunder and the expiration of any applicable cure period, the Mortgagor hereby grants to the Mortgagee full power and authority as attorney irrevocable of the Mortgagor to execute, deliver, and record and/or file such instruments.

The Mortgagor covenants and agrees that none of the aforesaid which are or may be used as appurtenances of the buildings on the Real Property are subject to any conditional sales or security agreements and in case there be any such at any time now or hereafter, the Mortgagor, or those claiming under him, will make all payments under such agreements or sales as and when due and payable, and all rights thereunder shall inure to the benefit of the Holder hereof, including the right to complete payments upon any Event of Default and receive title to the same.

The Mortgagor covenants and agrees that, as of the execution hereof and upon subsequent acquisition of such articles, fixtures, and equipment now or hereafter used in the operation of the Real Property, the Mortgagor shall:

(i) execute and deliver to the Mortgagee, in form appropriate for recording and filing, a first security agreement and financing statements on all such articles, fixtures, and equipment; and

(ii) provide to the Mortgagee such other assurances as may be required by the Mortgagee to establish the Mortgagee's first security interest in such articles, fixtures, and equipment; and

(iii) execute, deliver, and cause to be recorded and filed from time to time, without notice or demand, and at the Mortgagor's sole cost and expense, continuances and such other instruments as will maintain the Mortgagee's priority of security in such articles, fixtures, and equipment.

The Mortgagor hereby appoints the Mortgagee as irrevocable attorney-in-fact, coupled with an interest, and given as security, to execute, acknowledge and deliver all such instruments and the like on behalf of the Mortgagor which the Mortgagor fails or refuses to do.

The Mortgagor agrees that the Mortgagee, in addition to all other rights and remedies hereunder, shall have all rights and remedies of a secured party under the Massachusetts Uniform Commercial Code. This Mortgage is intended to be a security agreement with respect to the Personal Property.

Also, the Mortgagor hereby grants, transfers, and assigns to the Mortgagee, with mortgage covenants, as additional security for the Note and other obligations as set forth above, all rents, royalties, tax abatements, or other benefits arising from the use or enjoyment of all or any portion of the Mortgaged Premises ("Revenues"); all leases or licenses to use all or any part of the Mortgaged Premises, written or oral, now or hereafter entered into by the Mortgagor as

lessor, or assigned to the Mortgagor of even date, including without limitation, security deposits and the rights on the happening of any Event of Default hereunder (but not otherwise) to receive and collect the rents thereunder; all guaranties of said leases; all proceeds of the foregoing (collectively, the "Leases"); all permits, approvals, consents, and licenses to construct, improve, use, own, and enjoy, and all contracts and agreements relating to the ownership, sale, construction, use, operation, and enjoyment of the Real Property, the Personal Property, the Revenues, and the Leases ("Permits and Contracts"). This assignment is an absolute assignment of the Revenues and Leases from Mortgagor to Mortgagee, provided, however, that so long as there shall be no default under this Mortgage or any of the Loan Documents, beyond applicable grace periods, Mortgagor shall have an exclusive license to operate the Mortgaged Premises and to collect the Revenues and retain, use, and enjoy the same, provided, however, that the Revenues shall be received in trust to be used to satisfy obligations under the Loan Documents, including, without limitation, payment of amounts due on the Note, taxes, insurance, and operating expenses of the Mortgaged Premises before being used for any other purpose.

Said Real Property, Personal Property, Leases, Revenues, Permits and Contracts are hereinafter collectively referred to as the "Mortgaged Premises."

A. The Mortgagor represents and warrants that the following statements are true and correct on the date hereof and covenants and agrees that the same shall remain true and correct until the debt and obligations secured hereby are paid and satisfied in full:

1. Authority; Title: That the Mortgagor is lawfully seized in fee simple of the Mortgaged Premises and has good right, full power, and lawful authority to mortgage and grant a security interest in the same manner as aforesaid; that the Mortgaged Premises is free and clear of all liens, encumbrances and restrictions except as set forth on the title policy provided to Lender to insure this Mortgage and that the Mortgagor will make any further assurances of title that the Mortgagee may require.

2. Accuracy of Loan Application: The information contained in the Mortgagor's application for the loan evidenced by the Note was true and correct as of the date given, and as of the date hereof, there has been no material change therein.

3. Commercial Purpose: The proceeds of the loans evidenced by the Note are to be used for commercial purposes.

4. Principal Residence: That, notwithstanding anything to the contrary herein or elsewhere contained or set forth, if all or a portion of the Mortgaged Premises is or is expected to be, or in the future becomes, the principal residence of the Mortgagor, and the extension of credit related to the Mortgaged Premises does not qualify under existing laws, rules or regulations, as an extension of credit for business or commercial purposes, such principal residence shall not be security for any obligation of the Mortgagor except for (a) the mortgage loan of even date secured hereby and the covenants of this Mortgage with respect thereto and (b)

such loans or advances, if any, now existing or hereafter made to the Mortgagor which are not extensions of "Consumer Credit" within the purview of Massachusetts General Laws, Chapter 140D or the Consumer Credit Protection Act (Public Law 90-321, 82 Stat. 146 et seq.) as the same may be from time to time amended. The Mortgagor and Mortgagee may, insofar as permitted by applicable law, modify or waive the terms and provisions of the preceding sentence only by an instrument in writing signed by both parties which makes specific reference to this Mortgage and the clause being modified. Nothing contained in the preceding two sentences shall impair the right of the Mortgagee upon any Event of Default by the Mortgagor on any obligation whatsoever, from bringing legal proceedings, in law or at equity, in which an attachment of, or levy on, the principal residence of the Mortgagor may be made.

5. Leases: That each of the Leases now or hereafter in effect is and shall be a valid lease and that there are and shall be no material defaults by any party beyond any notice and cure period; no rent reserved in the Leases has been assigned, waived, released, discounted, or otherwise discharged; nor has rent been anticipated except for security deposits and last month's rent taken in the usual course of business.

B. The Mortgagor hereby covenants and agrees as follows:

1. The Note, Mortgage, and Loan Documents: To pay the principal, interest, penalties, and other charges set forth in the Note and to perform all of the covenants and agreements contained in the Note, the Mortgage, and the Loan Documents.

2. Impositions: To pay all taxes, charges for water, sewer and other municipal services, and assessments, whether or not assessed against the Mortgagor, if applicable or related in any way to the Mortgaged Premises, or any interest of the Mortgagor, the Mortgagee, or any other person or organization therein, or the debt, obligations or performance secured hereby, or the disbursement or application of the proceeds therefrom ("Impositions"), excluding, however, any income or corporation excise tax of the Mortgagee; on the event of a default and expiration of any applicable cure period, to pay to the Mortgagee on each day that payments are required by the terms of the Note, in addition to the payments of principal and/or interest provided in the Note, a sum equal to such fraction of the real estate taxes, charges and betterment assessments for each year as shall be estimated by the Mortgagee to be sufficient for the Mortgagee to provide in the aggregate a sum equal to said taxes, charges and assessments as and when they become due and payable; and, in addition, to pay to the Mortgagee any balance necessary to account in full for the amount of said taxes, charges and assessments prior to the date when they become due and payable; it being understood and agreed that such sums may be commingled with the general assets of the Mortgagee, that the Mortgagee shall not be required to pay interest thereon or account for any profits resulting from its use thereof except as required by law and that said sums are held by the Mortgagee for payment on account of such taxes, charges and assessments and/or any other obligations of the Mortgagor hereunder; or, in case tax payments are required to be made to the Mortgagee, to forward to the Mortgagee real estate tax bills as soon as the same have been received by the Mortgagor.

3. Insurance: To insure and keep the Mortgaged Premises insured against fire, extended coverage, and such other hazards and casualties and all such other casualties and contingencies as the Mortgagee may from time to time require; to deposit, at the demand of the Mortgagee, all insurance policies or memoranda thereof with the Mortgagee forthwith after the binding of such insurance, and to deliver to the Mortgagee new policies or memoranda thereof for any insurance about to expire at least seven (7) days before such expiration, all such insurance to be first payable in case of loss to the Mortgagee and to be written by such companies, on such terms, in such form and for such periods and amounts as the Mortgagee shall from time to time designate or approve; provided that said insurance shall be in an amount not less than that necessary to comply with any co-insurance percentage stipulated in said policy or policies, and the Mortgagor hereby grants to the Mortgagee, upon the happening of any Event of Default hereunder, full power and authority as attorney irrevocable of the Mortgagor to cancel or transfer such insurance and to retain any premium or proceeds and to apply the same to the debt or obligations secured hereby.

4. Use and Care; Compliance with Law: To put, maintain and keep all and singular the Mortgaged Premises at all times in as good repair and condition as the same now are or hereafter may be put, ordinary wear and tear excepted but damage from casualty expressly not excepted, permitting and suffering no waste or strip of the same to occur, nor any release or threat of release of hazardous waste or materials on the Mortgaged Premises nor any violation of any law, by-law, ordinance, restriction, regulation, order or code affecting the Mortgaged Premises or the use thereof; not to remove or alter any of the improvements, equipment, appliances, furnishings and fixtures constituting part of the Mortgaged Premises without the prior written consent of the Mortgagee not to be unreasonably withheld, conditioned or delayed and expressly excluding any replacements, repairs and alterations made in the ordinary course of business; and not to permit any material alteration in the use, occupancy, or structural condition of the Mortgaged Premises without in each instance obtaining the prior written consent of the Mortgagee not to be unreasonably withheld, conditioned or delayed.

5. Inspection: To permit the Mortgagee, the Holder of the Note, or its representatives to examine the Mortgaged Premises at any reasonable time or to enter upon the Mortgaged Premises to make repairs as in the Mortgagee's judgment are necessary to preserve the security hereof.

6. Assignment of Leases: To occupy the entire Mortgaged Premises, or cause the same to be occupied by lessees (which term shall include licensees and concessionaires) and to deliver to the Mortgagee on demand any or all Leases of the Mortgaged Premises or any part thereof, or at the Mortgagee's election with respect to any Lease to confirm the assignments of Leases and Revenues contained in this Mortgage, such confirmation of assignment to be in form reasonably satisfactory to the Mortgagee, and the Mortgagor hereby grants the Mortgagee full power and authority as attorney irrevocable of the Mortgagor to make execute, acknowledge, deliver and record such confirmatory assignment; by virtue of the

assignment of Leases and Revenues contained in this Mortgage, after any Event of Default by the Mortgagor under this Mortgage (and not otherwise), the Mortgagee shall be entitled to modify and otherwise deal with all such Leases with the same power and discretion which the Mortgagee would have if it were the lessor thereof, and the Mortgagee shall be entitled to collect all of the Revenues for such Leases and to apply the same to the debt secured hereby, and after foreclosure, the Mortgagee shall not be liable to account to the Mortgagor for Revenues thereafter accruing; provided, however, that the Mortgagor may have and retain such Revenues until such Event of Default occurs; and the Mortgagee shall further have the right to subordinate this Mortgage and its rights hereunder to any Leases of the Mortgaged Premises now or hereafter in force and upon execution and recording of any instrument by the Mortgagee which purports to effect such subordination, this Mortgage shall be subordinate to the lease or leases referred to in such instrument with the same force and effect as if such lease or leases had been executed and delivered prior to the execution, delivery and recording of the this Mortgage.

7. Lease Obligations: To observe and perform all the obligations imposed upon the Mortgagor under any Leases of the Mortgaged Premises, and not to do or permit to be done anything which would impair the security of such Leases to the Mortgagee, nor to waive, cancel or change any material terms, conditions, or covenants of any of the Leases of the Mortgaged Premises or any part thereof without the prior written consent of the Mortgagee, nor to execute any Leases providing for payment of rent for more than one (1) month in advance, except for security deposits and last month's rent in the ordinary course of business nor to receive rent from all or any part of the Mortgaged Premises for more than one month in advance without the prior written consent of the Mortgagee, and any such advance rent in excess of one (1) month received shall be held by the Mortgagor in trust for the benefit of the Mortgagee. Mortgagor hereby agrees to indemnify and hold Mortgagee harmless (1) against and from any and all liability, loss, damage and expense, including reasonable attorneys' fees, which it may or shall incur under or in connection with any of the Leases or by reason of any action taken by Mortgagee under the Assignment (including without limitation any action which Mortgagee, in its discretion, may take to protect its interest in the Leases, Revenues and/or the Mortgaged Premises and including the making of advances and the entering into of any action or proceeding arising out of or connection with the Leases and Revenues) and (2) against and from any and all claims and demands whatsoever which may be asserted against Assignor by reason of any alleged obligations or undertaking on its part to perform or discharge any of the terms, covenants and conditions contained in any of the Leases but excepting from the indemnification hereunder loss caused by the gross negligence or willful misconduct of Mortgagee in bad faith.

8. Financial Reporting: To furnish the Mortgagee a true and complete statement of the annual operating expenses and income of the Mortgaged Premises and management prepared financial statements of the Mortgagor to be in form reasonably satisfactory to the Mortgagee as set forth in the Commercial Loan Agreements of even date herewith; and within thirty (30) days following the due date thereof, as extended, copies of the income tax returns of the Mortgagor;

9. Mortgage Taxes: That, in case the Mortgagee's loan on this Mortgage is not exempt from State tax, said Mortgagor shall on demand pay said Mortgagee the same percentage of the debt secured thereby as the Mortgagee shall from time to time be required to pay as such State tax; that if any law is hereafter passed by the United States or the Commonwealth of Massachusetts deducting from the value of Mortgaged Premises for the purpose of taxation any lien thereon, or changing in any way the laws now in force for the taxation or mortgages or debts secured by mortgage for Federal, State, or local purposes, or the manner of collection of any such taxes, so as to affect adversely and materially the rights of the Holder of this Mortgage notwithstanding compliance by the Mortgagor with all other provisions hereof, then the whole of the indebtedness hereby secured shall, at the election of the Mortgagee, become due and payable ninety (90) days after written notice to the Mortgagor requiring payment of the mortgage debt, and it is hereby agreed that if such notice be given, the said debt shall come due, payable, and collectible at the expiration of said ninety (90) days; provided, however, that such requirement of payment shall be ineffective if the Mortgagor is permitted by law to pay the whole of such tax in addition to all other payments hereunder, without any penalty thereby accruing to the Mortgagee, and if the Mortgagor does pay such tax prior to the date upon which payment is required by Mortgagee's said notice.

10. Casualty Loss, Eminent Domain: If the Mortgaged Premises or any part thereof shall be damaged or destroyed by fire or other hazard against which insurance is held, or if the Mortgaged Premises or any portion thereof shall be taken by eminent domain, no settlement on account of any loss or damage shall be made without the prior written consent of the Mortgagee, as its interests may appear, and any proceeds from insurance or damages for such taking, as the case may be, shall be paid to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the Mortgagor hereby irrevocably assigns the same to the Mortgagee. The Mortgagee, at its discretion, may either apply such proceeds against the debt secured hereby (in which case the Mortgagor's obligations hereunder to restore such damage to the Mortgaged Premises as may have been caused by such fire, or other hazard or taking, shall terminate), or release such portion of the proceeds to the Mortgagor as is necessary to restore the Mortgaged Premises to their prior condition insofar as is practicable upon such terms and conditions as the Mortgagee deems appropriate, and apply the balance thereof, if any, to the debt or obligations secured hereby; provided, however, that if any insurer of the Mortgaged Premises denies liability, the Mortgagor shall not be relieved of its obligations to restore the Mortgaged Premises.

11. Setoff: Upon the happening of any Event of Default hereunder, the Mortgagee may apply toward the debt and obligations secured hereby any deposit payment or any sum due from the Mortgagee to the Mortgagor without first enforcing any other rights of the Mortgagee against the Mortgagor, or against any endorser or guarantor of the Note secured hereby or against the Mortgaged Premises. In the event that any check or other item paid by the Mortgagee causes an overdraft in any deposit account maintained by the undersigned with the Mortgagee, the same shall constitute an additional advance pursuant to the obligation hereby secured, repayable on demand, and shall be secured by this Mortgage. All such overdrafts in any deposit account shall bear interest at the rate set forth in the Note or other instrument hereby

secured or such higher rate as may be set forth in any other documents evidencing loans from the Mortgagee to the Mortgagor.

12. Costs of Protecting Security: If the Mortgagee shall become involved in any action or course of conduct with respect to the Mortgaged Premises, or other security for the debt and obligations secured hereby, in order to protect its interest therein, including without limitation, the Mortgagee's commencement and prosecution of foreclosure proceedings, its involvement in bankruptcy proceedings concerning the Mortgagor, the Mortgagee's entering the Mortgaged Premises, and the care and management thereof, or its defending or participation as party in any action at law or in equity brought by the Mortgagor or any other person or organization with respect to the Mortgaged Premises (or other security for the debt or obligations secured hereby), the Mortgagor shall reimburse the Mortgagee for all reasonable charges, costs and expenses incurred by the Mortgagee in connection therewith, including without limitation reasonable attorneys' fees attributable to undertaking such actions or conduct; that in the event this Mortgage secures a loan in whole or in part for the construction, alteration, or repair of a building, the Mortgagee may advance from time to time to the Mortgagor such sums as in its discretion appear to be warranted by the progress of the work and Mortgagor agrees to prosecute the construction, alteration, or repairs involved diligently and, in the event of any unreasonable delay, the Mortgagee, in addition to any other remedy it may have, may enter and complete such construction, alteration, or repairs and charge such amounts as it shall reasonably expend in so doing to the Mortgagor, whether or not he shall have parted with his title to the Mortgaged Premises. If a separate construction loan agreement has been entered into by the Mortgagor and Mortgagee, the Mortgagor further covenants and agrees to perform all the provisions, covenants, stipulations, and agreements contained in said construction loan agreement between the Mortgagor and Mortgagee, which said construction loan agreement is incorporated herein by reference as if it were fully set forth.

13. Foreclosure Sale: At any foreclosure sale of the Mortgaged Premises, the Mortgaged Premises and any combination or all of the other security for the debt or obligations secured hereby may be offered for sale for one total price, and the proceeds of such sale may be accounted for in on account without distinction between the items of security or without assigning to them any proportion of such proceeds, the Mortgagor hereby waiving the application of any doctrine of marshalling; and the Mortgagee may, in the exercise of the power of sale herein given, sell the Mortgaged Premises and said other security in parts or parcels, said sales may be held from time to time, and the power shall not be fully exhausted until all of the Mortgaged Premises and said other security not previously sold shall have been sold. If surplus proceeds are realized upon a foreclosure sale, the Mortgagee shall not be liable for any interest thereon pending distribution of such proceeds by the Mortgagee.

14. Liens and Security Interests of Others: To notify the Mortgagee promptly of the existence of and the exact details of any other lien or security interest in the Mortgaged Premises now existing or hereafter arising, to make all payments that become due to any lienor or secured party having such lien or security interests, and at the request of the Mortgagee, to

assign to the Mortgagee all its right, title and interest in and to any and all agreements evidencing such security interest covering any of said security, and the Mortgagor hereby grants the Mortgagee full power and authority irrevocable of the Mortgagor to make, execute, acknowledge and deliver such assignments or to pay the entire balance due to such lien or secured party and add the amount so paid to the debt secured hereby. The Mortgagor represents that no security interest presently exists in any of Mortgaged Premises except as has heretofore been disclosed in writing to the Mortgagee.

15. Mortgagee's Right to Cure Defaults: The Mortgagee shall be entitled, but not obligated, to cure any Event of Default of the Mortgagor hereunder, including advancing sums, before or after such Event of Default, for taxes, insurance, repairs, or improvements, and shall be immediately reimbursed by the Mortgagor for all costs, charges and expenses, including without limitation attorneys' fees incurred in connection therewith, and all sums for which the Mortgagee may be entitled to reimbursement shall be added to the principal sum of the debt or obligations secured hereby, shall earn interest at the default rate set forth in said Note, shall be secured by this Mortgage, and shall be payable on demand of the Mortgagee, whether or not the remaining principal balance of the Note has been declared due and payable. The Mortgagee is hereby authorized and empowered to enter and to authorize others to enter upon the Mortgaged Premises or any part thereof for the purpose of performing or observing any such defaulted covenant, condition, or term without thereby becoming liable to the Mortgagor or any person in possession under the Mortgage.

16. Hazardous Materials; Environmental Laws: The Mortgagor represents and warrants that it has not unlawfully "released" or caused an unlawful "threat of release" of any "hazardous materials" or "oils" (as such terms are defined in any Environmental Law, as defined below). Furthermore, Mortgagor represents, warrants and covenants, and it shall be a further condition of this Mortgage:

(a) That the Mortgagor has not received and shall not receive notice from the Massachusetts Department of Environmental Protection, the United States Environmental Protection Agency, or any other governmental authority claiming violation of any Environmental Laws on the Mortgaged Premises or elsewhere;

(b) That the Mortgagor has not incurred and will use reasonable efforts not to incur during the term of this Mortgage any liability under any Environmental Laws on the Mortgaged Premises or elsewhere;

(c) That no lien on the Mortgaged Premises has arisen or will arise during the term of this mortgage under any Environmental Laws; and

(d) That no portion of the Mortgaged Premises has been, or during the term of this mortgage shall be used for the storage, treatment, use or disposal of any substance

for which a license is required by Chapter 21C of the Massachusetts General Laws, viz. so-called hazardous wastes, except that if so used, a license shall be obtained.

Without limitation of anything hereinabove stated, the Mortgaged Premises shall be maintained and used in compliance with all applicable environmental laws, rules ordinances, and regulations of all federal, state and municipal authorities ("Environmental Laws"), including without limitation, the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, the Federal Resource Conservation and Recovery Act, the Massachusetts Hazardous Waste Management Act, the Federal Water Pollution Control Act, the Federal Clean Air Act, the Massachusetts Wetlands Protection Act and the provisions of Chapter 92 and Chapter 21 of the Massachusetts General Laws. The Mortgagor further agrees to indemnify and hold the Mortgagee harmless from and against all liability and loss, cost, damage or expense, including attorneys' fees, which the Mortgagee may sustain by reason of any claimed or actual breach or violation of any such laws, rules, ordinances and regulations. Further, the Mortgagee shall have the right, but not the obligation, to enter upon the Mortgaged Premises and expend funds to cure any Event of Default of the Mortgagor under or with respect to any such laws, rules, ordinances and regulations, and the Mortgagor will promptly repay to Mortgagee upon demand any such expenses thereby incurred, the repayment of such expenses to be secured hereby as fully and effectually as any obligation of the Mortgagor hereby secured. In the event that the Mortgagee might incur liability under the foregoing laws, rules, ordinances or regulations by virtue of foreclosure hereunder, the Mortgagee may, in its sole discretion, determine to obtain satisfaction of the obligations of the Mortgagor under the Note, hereunder and under the Loan Documents from the Mortgagor, any maker, any guarantors or from other security and the Mortgagee shall be under no obligation to take any action with respect to the Mortgaged Premises, except as the Mortgagee may determine from time to time in its sole discretion. Nothing contained herein shall be construed to limit the Mortgagee's rights in the Mortgaged Premises at any time while any of the indebtedness or obligations of the Mortgagor under the Note, hereunder or under the Loan Documents remain outstanding.

17. Senior Mortgages: If this Mortgage is at any time subject or subordinate to another mortgage, the Mortgagor shall not materially modify, amend, or extend such prior mortgage, or the debt or other obligation secured thereby, without the consent of the Mortgagee. Any default under said prior mortgage or the obligations secured thereby shall be an Event of Default hereunder, and the Mortgagee shall be entitled, but not obligated, to cure said default, as provided in paragraph 16 hereof.

18. Events of Default: "Events of Default" hereunder shall mean any of the following which is not cured within the applicable grace and cure periods: (a) neglect or failure to make any payment of principal, interest, or taxes or any other payment required by the terms of the Note or this Mortgage, (b) any representation or warranty of the Mortgagor hereunder shall become untrue in any material respect or the failure of Mortgagor to conform to same, (c) the neglect or failure of the Mortgagor to perform or observe any of Mortgagor's other covenants or agreements contained herein, in the Note or in any of the Loan Documents, or in any other

mortgage, debt or obligation of or from the Mortgagor to the Mortgagee, (d) formal charges are filed against the Mortgagor under either a state or federal law for which forfeiture of the Mortgaged Premises is a potential penalty, (e) the legal or beneficial ownership of the Mortgaged Premises, or any portion thereof or interest therein becomes vested in anyone other than the Mortgagor, (f) the Mortgagor should create or permit to be created any lien or encumbrance in excess of \$10,000.00 to attach to the Mortgaged Premises (except for the payment of real estate taxes and betterment assessments prior to the commencement of interest and penalties thereon) which attachment or encumbrance is not discharged or bonded within thirty (30) days from the date it is attached, (g) upon the death of, or appointment of a guardian or conservator for the Mortgagor, or any guarantors or endorsers (other than an endorser without recourse) of the Note provided that in the event of a death of guarantor, Mortgagor shall have sixty (60) days to provide a substitute guarantor satisfactory to Mortgagee prior to being held in default of this subsection (g), (h) the Mortgaged Premises or any part thereof or any interest therein or in the rents, issues or profits thereof shall be sold, transferred, assigned, leased or otherwise disposed of, (except with the prior written consent of the Mortgagee), (i) any security interest, lien, mortgage or other encumbrance shall be created in the Mortgaged Premises or any part thereof or any interest therein, or in the rent, issues or profits thereof by operation of law or otherwise, whether superior or subordinate to this Mortgage, (except with the prior written consent of the Mortgagee), (j) any foreclosure proceedings under any junior mortgage or any other lien of any kind on the Mortgaged Premises, or any part thereof, should be instituted, (k) any levy or sale upon execution or other like proceedings of any nature shall occur whereby the owner of the Mortgaged Premises shall be deprived of owner's title or right of possession to the Mortgaged Premises or any part thereof, (l) any legal or beneficial interest in Mortgagor or, if the Mortgagor is a partnership, in any general partner of the Mortgagor is transferred either voluntarily or involuntarily unless in the furtherance of bona fide estate planning, (m) by order of a court of competent jurisdiction a receiver or liquidator or trustee of the Mortgagor shall be appointed for the record owner for the time being of the Mortgaged Premises or any guarantor or endorser of the Note and shall not have been discharged within thirty (30) days, (n) any involuntary petition under the Federal Bankruptcy Code or any other similar statute shall be filed by or against the Mortgagor, the owner of the Mortgaged Premises or any guarantor or endorser of the Note and shall not be dismissed within thirty (30) days after such filing, (o) the Mortgagor, the owner of the Mortgaged Premises or any guarantor or endorser of the Note shall file a petition in voluntary bankruptcy under any provisions of any bankruptcy or reorganization petition under any such law, (p) the Mortgagor, the owner of the Mortgaged Premises or any guarantor or endorser of the Note shall institute any proceeding for its dissolution or liquidation or shall make an assignment or mortgage for the benefit of creditors generally or shall admit in writing an inability to pay the Mortgagor's, or such owner's, guarantor's or endorser's debts generally as they become due, or shall consent to the appointment of a receiver or trustee or liquidator, (q) the Mortgagor, the owner of the Mortgaged Premises or any guarantor or endorser of the Note shall file a petition for an arrangement or reorganization pursuant to the Federal Bankruptcy Code or any other similar statute, (r) the Mortgagor shall fail, within thirty (30) days after written notice from Mortgagee that the Loan-to-Value Ratio exceeds the ratio required in the Loan Agreements of even date, to make a principal payment or to provide additional collateral satisfactory to

Mortgagee, so as to reduce the Loan-to-Value Ratio to that required, or (s) the Mortgagor shall fail, within thirty (30) days after notice from Mortgagee that the Debt Coverage is less than the ratio required, to make a principal payment or to provide additional collateral, satisfactory to Mortgagee, so as to increase the Debt Coverage to that required.

In case of any Event of Default, the entire debt secured hereby, including late payment penalties, shall, at the option of the Mortgagee, become due and payable on demand; provided, however, that the Mortgagee may, without notice to the Mortgagor, deal with the Mortgagor's successor or successors in interest with reference to the Mortgage and the debt secured hereby in the same manner as with the Mortgagor, without in any way vitiating or discharging the Mortgagor's liability or obligations with respect to this Mortgage or the debt secured hereby.

In the case of an Event of Default by Mortgagor under the Note or any of the Loan Documents, with respect to the Personal Property, the Holder shall have all remedies of a secured party under the Massachusetts Uniform Commercial Code as now in effect, including, without limitation, the option to proceed against the Real Property, Personal Property, Revenues, Leases, Permits and Contracts under this Mortgage and under the law relating to foreclosure of real estate mortgages, and such further remedies as from time to time may hereafter be provided by Massachusetts law to a secured party, and upon the condition that all rights of the Mortgagee under this Mortgage as to the Real Property, Personal Property, Revenues, Leases, Contracts and Permits may be exercised together or separately.

In exercising its power of sale as a secured party or mortgagee under this Mortgage, the Mortgagee may sell any portion of the Mortgaged Premises, either separately from or together with any other part thereof, either as one unit or in such separate units, all as the Mortgagee may in its discretion elect; and pursuant thereto the Mortgagee hereof may sell the Personal Property or any part thereof either separately from or together with the whole or any part of other collateral which may constitute security for payment and performance of all matters for which the Personal Property is hereby given as collateral, all as the Mortgagee may in its discretion elect. In the event of any separate sale of Personal Property, the Mortgagee will give to the Mortgagor reasonable notice of time and place of any public sale or of the time after which any private sale or other intended disposition thereof is to be made, such requirement of reasonable notice shall be met if notice thereof is mailed postage prepaid to the Mortgagor at least five (5) days before the time of the scheduled sale or other disposition.

19. Waivers; Deficiency: No sale of the Mortgaged Premises and no forbearance on the part of the Mortgagee or extension of the time for the payment of the debt secured hereby or any other indulgence given by the Mortgagee shall operate to release, discharge, modify, change or affect the original liability of the Mortgagor, nor the priority of this Mortgage, either in whole or in part, notice of such forbearance, extension or other indulgence being hereby expressly waived.

20. Notice: Any notice, demand or other communication from the Mortgagee to the Mortgagor shall be deemed satisfactorily given upon depositing the same in writing in the United States Mail by certified or registered mail, postage prepaid, addressed to the Mortgagor (or any one of them if there be more than one) at the Mortgagor's latest address in the mortgage records maintained by the Mortgagee.

21. Severability; Cumulative Rights: In case any provision of the Note, this Mortgage, or any of the Loan Documents shall be found unenforceable or invalid for any reason, the enforcement of any other provision hereof shall not be impaired thereby, and such provision shall be deemed modified to the extent necessary to be enforceable, or if such modification is not practicable, shall be deleted from the Note, this Mortgage, or the Loan Documents, as the case may be. All rights and remedies of Mortgagee hereunder and under the Note and Loan Documents or otherwise available in law or equity, are cumulative and concurrent and may be exercised singly, successively, or concurrently.

22. Cure Periods: Except as otherwise provided herein, or in the Note, the Mortgagor shall be entitled to the following grace periods to cure defaults hereunder:

(i) monetary defaults: 15 days

(ii) non-monetary defaults (except those described in clauses (f) and (m) through (s) of Section 18 hereof as to which there shall be no cure period except as otherwise stated in those clauses): 30 days following written notice from Mortgagee to Mortgagor

(iii) non-monetary defaults which cannot reasonably be cured within thirty (30) day period (except those described in clauses (f) and (m) through (s) of Section 20 hereof): such additional period of time as is reasonably necessary to diligently cure the same, but not more than ninety (90) days from the date of the notice, provided that the Mortgagee is adequately secured during such additional period. This additional cure period shall not be available for the failure to pay insurance premiums (or cancellation of insurance for any other reason).

23. Amendment. This Mortgage may not be modified, amended, discharged, or waived orally, but only by an agreement in writing signed by the party against whom any such modification, amendment, discharge, or waiver is sought.

24. Binding Effect: The word "Mortgagor" as used herein means the Mortgagor named herein, whether one or several, and also means any subsequent owner or owners of the equity of redemption of the Mortgaged Premises. If there is more than one (1) Mortgagor, the covenants and warranties thereof shall be joint and several. All of the covenants and agreements of the Mortgagor herein contained shall constitute covenants running with the Mortgaged Premises and shall be binding upon the Mortgagor and the heirs, executors, administrators, successors, and assigns of the Mortgagor and shall enure to the benefit of the Mortgagee, its successors and assigns. The Mortgagee shall have the right, without notice to or

consent of the Mortgagor, to sell, assign or participate all or any portion of its interests in the Mortgaged Premises and the Loan Documents. In the event that the Mortgagee assigns this Mortgage, the Mortgagor agrees to deal with any such assignee after notice of such assignment.

25. Captions: The captions of the sections of this Mortgage are inserted for convenience only and shall not be deemed to constitute a part of this Agreement.

26. Statutory Condition: This Mortgage is upon the **STATUTORY CONDITION** and upon the further condition that all covenants agreements of the Mortgagor and the Guaranty of the Note, this Mortgage, and the Loan Documents from the Mortgagor to the Mortgagee shall be kept and fully performed, and upon any breach of the same the Mortgagee shall have the **STATUTORY POWER OF SALE** and any other powers given by statute.

27. Waiver of Jury Trial: **THE MORTGAGOR AND MORTGAGEE IRREVOCABLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING HEREAFTER INSTITUTED BY OR AGAINST ANY OF THEM IN RESPECT OF THE LOAN DOCUMENTS, AS MODIFIED BY THIS AGREEMENT, OR ARISING OUT OF ANY DOCUMENT, INSTRUMENT OR AGREEMENT, EVIDENCING, GOVERNING OR SECURING THE LOAN DOCUMENTS.**

28. That wherever the words **STATUTORY CONDITION AND STATUTORY POWER OF SALE** appear herein, they shall have such meaning as is provided by the law of the State in which the mortgaged premises are located, as amended from time to time;

29. That in case the Mortgagee in the exercise of the **STATUTORY POWER OF SALE** herein given elects to sell in separate parcels, said sales may be held from time to time, and that the **STATUTORY POWER OF SALE** shall not be exhausted or extinguished until all of the mortgaged premises not previously released shall have been sold, notwithstanding that the proceeds of such sales exceed or may exceed the sum of money then secured hereby;

30. That in the event of foreclosure sale under this Mortgage, the Mortgagee and its successors and assigns are hereby authorized and empowered to assign and transfer to the purchaser at the sale all insurance policies, leases, licenses and permits pertaining to the mortgaged premises and their use. Also, in the event of a foreclosure, the Mortgagor assigns to the Mortgagee any and all claims, rights and causes of action which he has or may have against any corporation, company, trustee or individual arising in connection with said mortgaged premises and affecting the value of said mortgaged premises. The Mortgagor further agrees to indemnify the Mortgagee, if it elects to prosecute any such claim, right or cause of action, for any and all costs and expenses incurred thereby;

31. That this Mortgage is security for the payment of the aforesaid obligation and all other direct and contingent liabilities of the Mortgagor to the Mortgagee due, or to become due, whether now existing or hereafter incurred;

32. That if any one or more of the provisions of this Mortgage is found to be invalid, illegal or unenforceable for any reason or in any respect, such invalidity, illegality or unenforceability shall not limit or impair enforcement of any other provision hereof;

33. That wherever the words Mortgagor and Mortgagee are used herein they shall include their several and respective heirs, executors, administrators, devisees, successors, grantees and assigns, subject to the limitations of law and of this instrument, and if the context hereof admits or requires, the words "Mortgagor" and "Mortgagee" and the pronouns referring to them shall be construed as plural, neuter or feminine. The word "holder" as used herein shall be taken to mean the Mortgagee, its successors or assigns;

34. That all the covenants, conditions, stipulations and authorizations herein contained are joint and several if the Mortgagor is more than one person, and shall apply to and be binding upon the heirs, executors, administrators, devisees, successors and assigns of the Mortgagor herein. This instrument shall take effect as a sealed instrument.

35. So long as Mortgagor is not in default of its obligations hereunder or under the Loan Documents, Mortgagee agrees to partially releases lots from the lien of this Mortgage upon request of the Mortgagor upon payment of a principal reduction payment of \$200,000.00 for each lot plus repayment of all other advanced principal with accrued and unpaid interest relating to the single-family home constructed on such lot to be partially released.

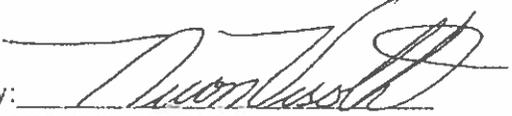
Executed as a sealed instrument this 10th day of December 2024.

Signed in the presence of:

KHLAHANN, LLC



Witness

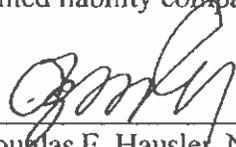
By: 

VISOTH NUON, Manager

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 10th day of December 2024 then personally appeared the above-named VISOTH NUON, as Manager as aforesaid, and having provided evidence of identification in the form of a driver's license, acknowledged the foregoing instrument to be his free and voluntary act and deed, duly authorized as Manager on behalf of said limited liability company trust, before me,



Douglas E. Hausler, Notary Public
My commission expires: 12/13/2024

 **DOUGLAS E. HAUSLER**
Notary Public
Commonwealth of Massachusetts
My Commission Expires
December 13, 2024

EXHIBIT A

Address: 133 Princeton Street, North Chelmsford, MA

A certain parcel of land situated in Chelmsford, in the County of Middlesex, and said Commonwealth, bounded and described as follows:

- NORTHEASTERLY by Princeton Street, one hundred fifty (150.00) feet;
- SOUTHEASTERLY by land now or formerly of William J. Quigley, four hundred thirty-seven and 60/100 (437.60) feet;
- WESTERLY by land now or formerly of Wladyslaw Deputat, one hundred seventy-nine (179.00) feet;
- NORTHWESTERLY by Lot 2, three hundred thirty-nine and 79/100 (339.79) feet.

All of said boundaries are determined by the Land Court to be located as shown on Subdivision Plan 12020-B, drawn by Donald S. Fox, Surveyor, dated March 9, 1970, as approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed with Certificate of Title 18030, and said land is shown as Lot one (1) on said plan.

For title, see Certificate of Title No. 45894 filed in the Middlesex North District, Land Court Division in Book 232, Page 127.

**LEGAL NOTICE
TOWN OF
CHELMSFORD
PUBLIC HEARING**

The Select Board will conduct a Public Hearing under the provisions of M.G.L. c.138 on February 9, 2026, at 6:00PM in Room 204 of the Town Offices, 50 Billerica Rd. on the application for an Alteration of Premises and Pledge of License on the All Alcoholic Beverages Package Store License for Kanissa, Inc, DBA Chelmsford Wine and Spirits exercised on the premises at 133 Princeton Street.

Select Board

1/29/2026

#NY0166896

Request for Monuments/Memorials

Please review the Select Board policy for Monuments and Memorials (Section 7-4).
Submit this form to the Select Board for evaluation.

Submitter's Name: Pat Wojtas Date: 1/20/2026

Contact info: PWojtas@ChelmsfordMA.gov

Name of person/group to be recognized: Sandy Donovan

Reason for recognition:
Sandy Donovan founded the Chelmsford Food Pantry, and served as Director for 27 years.

Site specifics: Food Pantry trailer

Location of recognition: on the Food Pantry - ind inside/outside?

How will this effort be funded: TBD

Community value: Remind community of Sandy's efforts

Impact: To honor the memory of Sandy Donovan

Aesthetics: Solid plaque with Sandy's picture and relevant text

Maintenance: Once installed, there should be little ~~to~~ to none needed.

Safety: N/A

Additional notes:
The Food Pantry Board of Directors is supportive of this initiative, and will assist with details.

Select Board decision:



Office of the Town Manager

Paul E. Cohen
Town Manager

50 Billerica Road
Chelmsford, MA 01824-2777

978.250.5202
Fax: 978.250.5252

March 6, 2025

TO: Select Board
FROM: Town Manager Paul Cohen
RE: Earmark Requests for House of Representatives' Proposed FY26
State Operating Budget

I am providing your consideration for the following three items to be included as possible earmarks in the FY26 State Operating Budget for the benefit of the Town of Chelmsford:

1. **Senior Center Food and Nutrition Programs (\$25,000)** This will continue to enhance the quality and quantity of food that the Town provides to our senior citizens, especially through the Meals on Wheels program. This would include purchasing high-quality proteins that are no longer available on the commodities list, as well as covering the increased costs of food and packaging.
2. **Freeman Lake Management (\$80,000)** Reduce or eliminate nuisance species and prevent the introduction of new aquatic invasive species • Improve water quality for swimming, secondary recreation, and aquatic life • Maintain or improve fish and wildlife habitat.
3. **Tree Canopy Restoration and Invasive Species Management (\$50,000)** This would enable the Town to plant shade trees along the Town's right of ways and reduce invasive species. This would result in improved air quality, reduce the urban heat island effect, and beautify neighborhoods.

ENGINEERING 978-250-5228
FACILITIES 978-250-5228
HIGHWAY 978-250-5270
TRASH/RECYCLE 978-250-5203



PARKS 978-250-5228
SEWER (OFFICE) 978-250-5233
STORMWATER 978-250-5228

DEPARTMENT OF PUBLIC WORKS

9 Alpha Road
Chelmsford, MA 01824-3167

Christine Clancy, P.E.
Director

Telephone: 978-250-5228
Fax: 978-250-2416

MEMORANDUM

Date: 1/22/26
To: P. Cohen
From: C. Clancy
Subject: Bid Award Recommendation – Town Offices and Senior Center Elevator Project

The Town received General Bids for the Town offices and Senior Center Elevator Modernization Project on Wednesday, January 21, 2026 at 10:00 am at the DPW. The General Bids include Filed Sub Bids in Elevator, HVAC and Electrical were previously received on January 14, 2026 at 10:00 am.

Seven (7) General Bids were received. Enterprise Equipment Co. Inc. was the low responsive and responsible bidder with a total bid price of \$897,210. The Bids ranged from \$897,210 to \$1,178,435. Bid results are attached for reference. The estimated construction cost provided by the designer NV5/Ellana was \$1,074,371. We have previously received favorably references for Enterprise Equipment Co., Inc. and are currently under contract on a similar project with them with good experiences thus far. The low bid price is within the budgeted amount for the project including the design fee. The project is funded through capital funds.

We recommend that the Town award the contract for the Town Offices and Senior Center Elevator Modernization project to Enterprise Equipment Co. Inc. in the amount of \$897,210.

Bid Record - General Bids Opening - Town Offices and Senior Center Elevator Modernization

1/21/2026 10:00am

Location: Chelmsford DPW, 9 Alpha Road, Chelmsford, MA

| Bidder | ON TIME | Bid Bond | Add 1 | Add 2 | Certificate of Health & Safety | Certificate of Non Collusion | Tax Attestation | Certificate of Authority | Cert of Payment of Prevailing Wages | References (3) | Asbestos Disclaimer | DCAMM Cert. | DCAMM Update | Signed | Base Bid Price | Restricted to / from |
|--|---------|----------|-------|-------|--------------------------------|------------------------------|-----------------|--------------------------|-------------------------------------|------------------|---------------------|-------------|--------------|------------------|----------------|----------------------|
| Northern Contracting Corporation | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | \$965,100 | |
| GAGE Construction | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | \$974,632.15 | |
| Enterprise Equipment Co., Inc. | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | \$897,210 | |
| GVW, Inc. | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | \$1,178,435 | |
| New England Builders & Contractors, Inc. | Y | Y | Y | Y | Y | Y | Y | Y | Y | Not Acknowledged | Not Acknowledged | Y | Y | Y | \$968,000 | |
| Picard Construction Corporation | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | \$915,386 | |
| APC Development Group, Inc. | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Y | Not Acknowledged | \$1,104,781 | |
| | | | | | | | | | | | | | | | | |
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THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE ATTORNEY GENERAL

CENTRAL MASSACHUSETTS DIVISION
10 MECHANIC STREET, SUITE 301
WORCESTER, MA 01608

ANDREA JOY CAMPBELL
ATTORNEY GENERAL

(508) 792-7600
(508) 795-1991 fax
www.mass.gov/ago

January 29, 2026

Patricia Dzuris, Town Clerk
Town of Chelmsford
50 Billerica Road
Chelmsford, MA 01824

**Re: Chelmsford Fall Annual Town Meeting of October 20, 2025 – Case # 12065
Warrant Articles # 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30,
and 31 (Zoning)
Warrant Article # 32 (General)**

Dear Ms. Dzuris:

Articles 15, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32 - We approve Articles 15 and Articles 17 through 32, and the map amendment adopted under Article 27, from the October 20, 2025 Chelmsford Fall Annual Town Meeting. We will return the approved map to you by mail. Our comments regarding Article 31 are provided below.

Article 16 - Under Article 16, the Town amended its zoning by-laws, Chapter 195, Attachment 1, "Use Regulation Schedule," to make a number of identified changes, including adding a new column for the new zoning district Roadside Commercial Light District ("CBLT"). Except for amendments to Section B (2) and D (32) requiring a special permit for family-day care uses, that we disapprove because it conflicts with G.L. c. 40A, § 3, we approve the amendments adopted under Article 16. See Amherst v. Attorney General, 398 Mass. 793, 795-96 (1986) (requiring inconsistency with state law or the Constitution for the Attorney General to disapprove a by-law). We also offer comments for the Town's consideration regarding the use of "airport" in the CBLT.

I. Summary of Article 16

Under Article 16, the Town amended its zoning by-laws, Chapter 195, Attachment 1, "Use Regulation Schedule," ("Schedule") to make a number of identified changes. One change adds to Section D, "Commercial," a new Section D.38, "Parking Lot accessory Use," and allows the use in the CBLT by special permit ("PB"). The next changes amend Section E, "Industrial," to add new Sections E. 22 and E. 23 allowing "Parking accessory use" by special permit in the CBLT and ultralight manufacturing by right in the CBLT. The next change adds a new note xiii regarding accessory parking lots. Lastly, the Town amended the Schedule to add a new column for the new zoning district, CBLT ("Roadside Commercial Light District").

II. Attorney General’s Standard of Review of Zoning Bylaws

Our review of Article 16 is governed by G.L. c. 40, § 32. Under G.L. c. 40, § 32, the Attorney General has a “limited power of disapproval,” and “[i]t is fundamental that every presumption is to be made in favor of the validity of municipal by-laws.” Amherst, 398 Mass. at 795-96 (requiring inconsistency with state law or the constitution for the Attorney General to disapprove a by-law). The Attorney General does not review the policy arguments for or against the enactment. Id. at 798-99 (“Neither we nor the Attorney General may comment on the wisdom of the town’s by-law.”) Rather, to disapprove a by-law (or any portion thereof), the Attorney General must cite an inconsistency between the by-law and the state Constitution or laws. Id. at 796. “As a general proposition the cases dealing with the repugnancy or inconsistency of local regulations with State statutes have given considerable latitude to municipalities, requiring a sharp conflict between the local and State provisions before the local regulation has been held invalid.” Bloom v. Worcester, 363 Mass. 136, 154 (1973).

Article 16, as an amendment to the Town’s zoning by-laws, must be accorded deference. W.R. Grace & Co. v. Cambridge City Council, 56 Mass. App. Ct. 559, 566 (2002). When reviewing zoning by-laws for consistency with the Constitution or laws of the Commonwealth, the Attorney General’s standard of review is equivalent to that of a court. “[T]he proper focus of review of a zoning enactment is whether it violates State law or constitutional provisions, is arbitrary or unreasonable, or is substantially unrelated to the public health, safety or general welfare.” Durand v. IDC Bellingham, LLC, 440 Mass. 45, 57 (2003). A municipality has no power to adopt a zoning by-law that is “inconsistent with the constitution or laws enacted by the [Legislature].” Home Rule Amendment, Mass. Const. amend. art. 2, § 6.

III. Sections B (2) and D (32) that Require a Special Permit for “Family Day-Care[s]” Are Disapproved Because These Provisions Conflict with G.L. c. 40A, Section 3

As amended, the Schedule provides as follows in the new CBLT (with emphasis added):

| B. Exempt Uses | | |
|----------------|--|-----------|
| Section | Description | CBLT |
| 2 | Licensed family day-care facility for the day care of six or fewer children, including children living in the residence (for profit) | PB |

| D. Commercial | | |
|---------------|----------------------------------|-----------|
| Section | Description | CBLT |
| 32 | Family day-care home (nonexempt) | BA |

In the CBLT, the use “Licensed family day-care facility for the day care of six or fewer children, including children living in the residence (for profit)” requires a special permit from the Planning Board (“PB”). And in the CBLT, the use “Family day-care home (nonexempt)” requires a special permit from the Board of Appeals (“BA”). The Town’s existing zoning by-laws, Section XX, “Terminology,” defines the term “Family Day-Care Home” as follows:

Any private residence which on a regular basis receives for temporary custody and care during part or all of the day children under seven years of age or children under 16 years of age if such children have special needs; provided, however, in either case, that the total number of children shall not exceed more than six, excluding participating children living in the residence.

Section XX does not define the term “Licensed Family Day-care Facility.” However, Section XX does define the term “Child Care Facility,” as follows:

A day-care center or school-age child-care program, as those terms are defined in MGL c. 28A, § 9.³ [endnote 3 provides: “Editor's Note: Sections 1 to 17 of MGL c. 28A were repealed 2008, c. 215, § 43.”]

We disapprove the special permit requirements (PB and BA), shown above in bold and underline, because these provisions conflict with G.L. c. 40A, § 3 that provides that a town cannot prohibit or regulate the use of family child care home and large family child care home, as follows:

Family child care home and large family child care home as defined in section 1A of chapter 15D shall be an allowable use and no city or town shall prohibit or regulate such use in its zoning ordinances or by-laws.

General Laws Chapter 15D, Section 1A, defines “family child care home” as follows:

a private residence which, on a regular basis, receives for temporary custody and care during part or all of the day, children under 7 years of age, or children under 16 years of age if those children have special needs, and receives for temporary custody and care for a limited number of hours children of school age under regulations adopted by the board. The total number of children under 16 in a family child care home shall not exceed 6, including participating children living in the residence. Family child care home shall not mean a private residence used for an informal cooperative arrangement among neighbors or relatives, or the occasional care of children with or without compensation.

Because G.L. c. 40A, § 3 prohibits a Town’s zoning by-laws from prohibiting or regulating the use of “Family child care home,” it conflicts with state law to require a special permit (PB or BA) for the use of a family day-care for less than six children. For this reason, we disapprove and delete the portions of the Schedule shown above in bold and underline. We further note that the Town’s existing Schedule, not amended under Article 16, also requires a special permit for these uses in most of the Town’s other zoning districts. We encourage the Town to consult with Town Counsel regarding an amendment to the Schedule at a future Town Meeting to address this issue and in the interim not to require a special permit for these uses as such application would conflict with G.L. c. 40A, § 3. The Town should consult with Town Counsel with any questions on this issue.

IV. Additional Comments

In the CBLT, Section C (6) prohibits (“N”) airports. General Laws Chapter 90, Section 39B requires MassDOT review and approval of local laws that regulate the use and operation of aircraft. However, local laws that regulate only private non-commercial restricted landing areas (PRLAs) do not require MassDOT approval. See Roma v. Board of Appeals of Rockport, 478

Mass. 580, 592 n. 9 (2018) (the notice and safety requirements for noncommercial private restricted landing areas under G. L. c. 90, § 39B, fourth par., still apply, as does “the continuing authority of the division under the aeronautics code over aircraft landing areas that do not fall within the narrow definition of a noncommercial private restricted landing area.”). The Town should discuss with Town Counsel the application of the Roma decision to the Schedule’s reference to “airport” to determine whether this portion of the Schedule needs approval from MassDOT before it becomes effective.

Article 31 – Under Article 31, the Town amended its zoning by-laws, Article III, “Use Regulations,” Section 195-6.1, “Accessory Dwelling Units,” (“ADUs”) Subsection C, “Applicability/Eligibility,” to insert new paragraphs (4), (5), and (6) imposing additional requirements on ADUs. We offer comments for the Town’s consideration regarding these amendments.

I. Legislative Changes Regarding ADUs

On August 6, 2024, Governor Healey signed into law the “Affordable Homes Act,” Chapter 150 of the Acts of 2024 (the “Act”). The Act includes amendments to the State’s Zoning Act, G.L. c. 40A, to establish ADUs as a protected use subject to limited local regulation including amending G.L. c. 40A, § 1A to add a new definition for the term “Accessory dwelling unit” and amending G.L. c. 40A, § 3 (regarding subjects that enjoy protections from local zoning requirements, referred to as the “Dover Amendment”), to add a new paragraph that restricts a zoning by-law from prohibiting, unreasonably regulating or requiring a special permit or other discretionary zoning approval for the use of land or structures for a single ADU. The amendment to G.L. c. 40A, § 3, to include ADUs means that ADUs are now entitled to statutory protections from local zoning requirements. On January 31, 2025, the Executive Office of Housing and Livable Communities (“EOHLC”) promulgated regulations for the implementation of the legislative changes regarding ADUs.¹ See 760 CMR 71.00, “Protected Use Accessory Dwelling Units.”

We incorporate herein by reference our extensive comments to the Town regarding the recent statutory and regulatory changes related to ADUs in our decision issued to the Town on June 12, 2025 in Case # 11696.

II. Section 195-6.1 (C)(4) – Nonconforming Dwellings

Section 195-6.1 (C)(4) imposes a finding requirement on ADUs in nonconforming principal dwellings, as follows:

Where the principal dwelling is a nonconforming single or two family structure, the ADU shall meet the requirements of Section 195-8.E as applied by the Building Commissioner and the Board of Appeals as set forth therein, and when the principal dwelling is nonconforming multi-family (3 or more units) structure, the ADU shall meet the requirements of 195-8.C, as applied by the Planning Board, provided that in either instance a special permit shall not be required, and when a determination is required such determination shall not be subject to special permit criteria and shall be made by majority vote.

¹ The Regulations can be found here: <https://www.mass.gov/doc/760-cmr-7100-protected-use-adus-final-version/download>

We have reviewed the Town's existing zoning by-laws, Sections 195-8.C and 8.E. Although these existing provisions reference the need for a special permit, Section 195-6.1 (C)(4) explicitly exempts an ADU in a nonconforming structure from this special permit requirement and instead requires a "determination." For this reason, we approve this provision, but offer comments to ensure the proper application of this section.

It appears that this text may intend to reflect the requirements of G.L. c. 40A, § 6 regarding pre-existing nonconforming structures that provides: "Pre-existing nonconforming structures or uses may be extended or altered, provided, that no such extension or alteration shall be permitted unless there is a finding by the permit granting authority...or by the special permit granting authority designated by ordinance or by-law that such change, extension or alteration shall not be substantially more detrimental than the existing nonconforming use to the neighborhood."

Because Section 195-6.1 (C)(4) requires a "determination" (which appears to be similar to a "finding") and does not require a special permit, we approve this provision. However, because ADUs are a Dover Amendment protected use, only in limited circumstances, may it be appropriate for the Town to require even a Section 6 *finding* for an ADU associated with a nonconforming structure or lot. See Petrucci v. Bd. of Appeals of Westwood, 45 Mass. App. Ct. 818 (1998) (no Section 6 "finding" required where applicant successfully demonstrated the unreasonableness of the application of the dimensional requirements to the structure...). In circumstances where the regulations creating the increased nonconformity can lawfully be applied to the ADU, the Town may require that the applicant demonstrate that the altered structure use will not be substantially more detrimental to the neighborhood than the existing structure so long as the town applies objective, nondiscretionary criteria and no special permit is required. However, changing the use of a nonconforming lot or structure to allow ADU use, a statutorily protected use, cannot trigger scrutiny of the impact on a neighborhood because the ADU is a Dover Amendment protected use and cannot be denied.

Moreover, a Protected Use ADU is not "nonconforming" to any zoning rule that cannot lawfully be applied to it under the ADU statute and regulations. See Watros v. Greater Lynn Mental Health and Retardation Ass'n, Inc., 421 Mass. 106, 115 (1995); see also Ellsworth vs. Mansfield, Case No. 08 MISC 382311, 2011 WL 3198174, at *4 (Mass. Land Ct. July 25, 2011) (no Section 6 finding required for Dover protected educational use because "effectively, G.L. c. 40A, § 3 removes the non-conformity (the lack of frontage) because it would not be a 'reasonable regulation' of the proposed school in these circumstances"). As a result, construction or alteration of a structure for an ADU will not increase a nonconformity unless the nonconformity is created by regulations that can reasonably be applied to the ADU. We strongly suggest that the Town discuss the application of G.L. c. 40A, § 6 and Section 195-6.1 (C)(4) with Town Counsel.

III. Section 195-6.1 (C)(5) – Minor Site Plan Review

Section 195-6.1 (C)(5) requires an ADU in a multi-family principal dwelling (defined as three or more units) to undergo Minor Site Plan Review per Section 195-104.G of the Town's zoning by-laws. We approve Section 195-6.1 (C)(5)'s site plan review requirements, but offer comments for the Town's consideration to ensure the proper application of this provision.

The Regulations, 760 CMR 71.03 (3) (5), "Site Plan Review," allow a Town to impose site

plan review, but prohibits the imposition of a site plan review process that is not “clear and objective” or that imposes terms and conditions that are unreasonable or inconsistent with an as-of-right process as defined in M.G.L. c. 40A, § 1A.” The Town must ensure that its application of Section 195-6.1 (C)(5)’s site plan review requirements satisfy the standard to provide “clear and objective” site plan review requirements, otherwise it could result in the imposition of restrictions that may be unreasonable or inconsistent with the site plan review process for ADUs and Dover Amendment protected uses. See The Bible Speaks v. Board of Appeals of Lenox, 8 Mass. App. Ct. 19, 33 (1979) (town cannot require applicant to submit site plan and “informational statement” with details about its landscaping plans, projections about the increased impact on municipal services, and other details outside the scope of what the town could lawfully regulate under the Dover Amendment).

In addition, for uses allowed as of right, such as an ADU, site plan review is limited to the regulation of the use rather than its prohibition. Y.D. Dugout, Inc. v. Bd. of Appeals of Canton, 357 Mass. 25, 31 (1970). The scope of site plan approval for as of right uses is therefore limited to imposing reasonable terms and conditions on the use. Id. citing SCIT, Inc. v. Planning Bd. of Braintree, 19 Mass. App. Ct. 101, 107-110 (1984). “[W]here the proposed use is one permitted by right the planning board may only apply substantive criteria consistent with Prudential Ins. Co. v. Board of Appeals of Westwood, 23 Mass. App. Ct. 278 (1986) (i.e., it may impose reasonable terms and conditions on the proposed use, but it does not have discretionary power to deny the use).” Osberg v. Planning Bd. of Sturbridge, 44 Mass. App. Ct. 56, 59 (1997). “[I]f the specific area and use criteria stated in the by-law [are] satisfied, the board [does] not have discretionary power to deny...[approval], but instead [is] limited to imposing reasonable terms and conditions on the proposed use.” Prudential, 23 Mass. App. Ct. at 281-282 (internal quotations and citations omitted). The Town should consult closely with Town Counsel when applying a site plan requirement to an ADU to ensure it is not applied in a manner that conflicts with the Dover protections afforded to ADUs.

Note: Pursuant to G.L. c. 40, § 32, neither general nor zoning by-laws take effect unless the Town has first satisfied the posting/publishing requirements of that statute.

Very truly yours,

ANDREA JOY CAMPBELL
ATTORNEY GENERAL

Nicole B. Caprioli

By: Nicole B. Caprioli
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(774) 214-4418

cc: Town Counsel Jonathan D. Eichman

DRAFT 02-05-26 2026 Spring Annual Town Meeting List of Warrant Articles

1. Reports of Town Officers/Committees
2. Amend Fiscal Year 2026 Operating Budget
3. Nashoba Valley Technical School District FY27 Assessment
4. Fiscal Year 2027 Chelmsford Public Schools Operating Budget
5. Fiscal Year 2027 General Government Operating Budget
6. Collective Bargaining Agreements
7. Finance Committee Reserve Fund
8. Fiscal Year 2027 Capital Budget
9. PFAS Treatment Plant Upgrades at 54 Richardson Road
10. Fiscal Year 2027 Sewer Enterprise Fund Operating Budget
11. Sewer Pump Station Upgrades for Clinton Avenue, Fair Street, and Evergreen Street
12. Fiscal Year 2027 Stormwater Management Enterprise Fund Operating Budget
13. Stormwater Rack Body Truck
14. Drainage Improvements for Rainbow Avenue
15. Fiscal Year 2027 Forum Ice Rink Enterprise Fund Operating Budget
16. Amend the Fiscal Year 2026 PEG Access and Cable Related Enterprise Fund Operating Budget
17. Fiscal Year 2027 PEG Access and Cable Related Enterprise Fund Operating Budget
18. Chelmsford Telemedia Public, Education, and Government Access Equipment
19. Fiscal Year 2027 Golf Course Enterprise Fund Operating Budget
20. Annual Authorization of Departmental Revolving Funds
21. Cemetery Improvement and Development Fund
22. Property Valuation Services
23. Community Preservation Fund: FY27 Debt Service, Admin. Expenses & Reserves
24. CPC – Transfer Cemetery Restoration Funding
25. CPC – Varney Playground Accessible Playground Equipment
26. Zoning Bylaw Amendment - Definition of Family
27. General Bylaw Amendment – Chapter 108 Outdoor Lighting
28. Zoning Bylaw Amendment - Section 195-34 Outdoor Illumination
29. Zoning Bylaw Amendment – Rezone Certain Parcels on the Official Zoning Map
30. Zoning Bylaw Amendment – Community Enhancement and Investment Overlay District
31. Zoning Bylaw Amendment – Revise the Definition of Boarding House
32. Zoning Bylaw Amendment – Add New Definition for “Bed and Breakfast” and Add to Use Table
33. Zoning Bylaw Amendment – Use Table Commercial Parking Garage/Structure
34. Zoning Bylaw Amendment – Zoning Dimensional Tables Change Minimum Depth from 0 to N/A
35. Utility Easements for Fire Stations Construction Project
36. Street Acceptance: Proctor Road



DRAFT 02-05-26

**TOWN OF CHELMSFORD
WARRANT FOR
ANNUAL TOWN ELECTION
April 7, 2026**

MIDDLESEX, SS.

To the Constable, or any other suitable person of the Town of Chelmsford:

Greeting:

In the name of the Commonwealth aforesaid, you are hereby requested to notify and warn the legal voters of said Chelmsford to meet in their several polling places, VIZ:

Precincts 1 and 2.

Precincts 3, 4, 5, 6, 7, and 8.

Precincts 9, 10, and 11.

Senior Center, 75 Groton Road

McCarthy Middle School, 250 North Road

Town Offices, 50 Billerica Road

On Tuesday, the **7th day of April, 2026** being the first Tuesday in said month at 7:00 a.m. until 8:00 p.m. for the following purposes:

To cast their votes for the following officers:

One Select Board Member for three years;

One Select Board Member for one year (unexpired term);

Two School Committee Members for three years;

One Town Moderator for three years;

Two Planning Board Members for three years;

One Board of Health Member for three years;

Three Trustees of Public Library Members for three years;

One Cemetery Commission Member for three years;

One Housing Authority Member for five years;

and to cast their votes for the following:

Fifty-five Representative Town Meeting Members for three years in Precincts 1 through 11;

And various additional Representative Town Meeting Members:

One Representative Town Meeting Member for an unexpired one-year term in Precinct 1;

Two Representative Town Meeting Members for an unexpired two-year term in Precinct 4;

One Representative Town Meeting Member for an unexpired one-year term in Precinct 4;

One Representative Town Meeting Member for an unexpired one-year term in Precinct 5;

Two Representative Town Meeting Members for an unexpired one-year term in Precinct 6;

One Representative Town Meeting Member for an unexpired one-year term in Precinct 9;

One Representative Town Meeting Member for an unexpired two-year term in Precinct 10;

Two Representative Town Meeting Members for an unexpired one-year term in Precinct 10;

One Representative Town Meeting Member for an unexpired two-year term in Precinct 11;

One Representative Town Meeting Member for an unexpired one-year term in Precinct 11;

and to meet in the Senior Center, 75 Groton Road, North Chelmsford, on Monday, the twenty-seventh day of April, at 7:30 p.m. in the evening, then and there to act upon the following articles, VIZ:

ARTICLE 1. To see if the Town will vote to hear reports of the Town Officers and Committees; or act in relation thereto.

SUBMITTED BY: **Select Board**

ARTICLE 2. To see if the Town will vote to amend the Fiscal Year 2026 operating budget adopted under Articles 3, 4, and 5 of the Warrant for the Spring Annual Town Meeting held on April 28, 2025; or act in relation thereto.

SUBMITTED BY: **Town Manager**

ARTICLE 3. To see if the Town will vote to raise and appropriate, or transfer from available funds a sum of money to fund the Town's Fiscal Year 2027 assessment to the Nashoba Valley Technical School District; or act in relation thereto.

SUBMITTED BY: **Town Manager**

ARTICLE 4. To see if the Town will vote to raise and appropriate, or transfer from available funds a sum of money as may be required to defray charges for the operations of the Chelmsford Public Schools for the fiscal period July 1, 2026 through June 30, 2027; or act in relation thereto.

SUBMITTED BY: **Town Manager**

ARTICLE 5. To see if the Town will vote to raise and appropriate, or transfer from available funds such sums of money as may be required to defray charges of the Town's General Government operations for the fiscal period July 1, 2026 through June 30, 2027; or act in relation thereto.

SUBMITTED BY: **Town Manager**

ARTICLE 6. To see if the Town will vote to raise and appropriate, and/or transfer from available funds a certain sum of money to be used to fund the cost items of the first fiscal year of employee contract agreements between the Town and its collective bargaining units; or act in relation thereto.

SUBMITTED BY: **Town Manager**

ARTICLE 7. To see if the Town will vote to raise and appropriate, or transfer from available funds such sums of money to be used as a Reserve Fund at the discretion of the Finance Committee for Fiscal Year 2027, as provided in General Laws Chapter 40, Section 6; or act in relation thereto.

SUBMITTED BY: **Town Manager**

ARTICLE 8. To see if the Town will vote to: a.) appropriate a certain sum of money for the following capital projects:

| FY2027 PROPOSED CAPITAL BUDGET | | | |
|---------------------------------------|---------------------------------------|--|--------------------|
| Function | Department /Location | Project | Expenditure |
| Community Services | <u>Adams Library</u> | HVAC System Replacement - Phase 3 | \$850,000 |
| | <u>MacKay Library</u> | Ramp Repl. & Rear Entrance Repairs | \$70,000 |
| | | | |
| | <i>Community Services Subtotal</i> | | \$920,000 |
| Public Safety | <u>Police</u> | HVAC System Replacement - Phase 1 | \$650,000 |
| | <u>Fire</u> | Staff Vehicle Replacement | \$90,150 |
| | | Staff Vehicle Replacement | \$95,400 |
| | <i>Public Safety Subtotal</i> | | \$835,550 |
| Public Works | <u>Highway</u> | Roadway Improvements | \$425,000 |
| | | 6-Wheel Sander Truck Replacement | \$350,000 |
| | | 10-Wheel Dump Truck Replacement | \$375,000 |
| | | Sidewalk Snow Clearing Equipment | \$195,000 |
| | | Rack Body Truck with Plow Repl. | \$135,000 |
| | | 3/4 Ton Pickup Truck with Plow | \$90,000 |
| | <u>Cemetery</u> | Backhoe Replacement | \$165,000 |
| | <i>Public Works Subtotal</i> | | \$1,735,000 |
| Public Facilities | <u>Municipal Facilities</u> | Utility Van Replacement - Plumbing | \$48,000 |
| | <u>Town Offices</u> | Elevator Replacement - Phase 2 | \$325,000 |
| | <i>Municipal Facilities Subtotal</i> | | \$373,000 |
| | <u>Harrington, McCarthy & CHS</u> | Roof Replacement Study | \$100,000 |
| | <u>Byam & South Row Schools</u> | Emergency Notification System | \$251,490 |
| | <u>Byam & Harrington Schools</u> | Security & Fire Panel Upgrades | \$400,000 |
| | <u>Byam School</u> | Parking Lot Rehabilitation | \$700,000 |
| | <u>McCarthy Middle School</u> | Bi-Directional Antenna | \$113,850 |
| | <u>High School</u> | Roof Replacement - Kitchen & Cafeteria | \$1,000,000 |
| | <i>School Facilities Subtotal</i> | | \$2,565,340 |
| CAPITAL PROJECTS TOTAL | | | \$6,428,890 |

; and b.) raise and appropriate, transfer and appropriate from available funds, transfer and appropriate from the General Stabilization Fund, and/or borrow a certain sum of money (or any combination thereof) to fund said projects, and to further authorize the Town Manager to enter into lease and/or purchase agreements, on such terms and conditions as the Town Manager deems appropriate in the best interests of the Town, in excess of three years; or act in relation thereto.

SUBMITTED BY: **Town Manager**
Capital Planning Committee
Two-Thirds Vote

ARTICLE 9. To see if the Town will vote to raise and appropriate, transfer from available funds, and/or borrow a certain sum of money for enhancements to the PFAS remedial treatment system located at the Town’s highway yard located at 54 Richardson Road, including any incidental and related expenses; or act in relation thereto.

SUBMITTED BY: **Town Manager**

ARTICLE 10. To see if the Town will vote to raise and appropriate, transfer from available funds, and/or borrow a certain sum of money for the Fiscal Year 2027 budget to operate the Sewer Enterprise; or act in relation thereto.

SUBMITTED BY: **Town Manager**

ARTICLE 11. To see if the Town will vote to raise and appropriate, transfer from available funds, and/or borrow a certain sum of money to upgrade the Clinton Avenue, Fair Street, and Evergreen Street sewer pump stations, including any incidental and related expenses; or act in relation thereto.

SUBMITTED BY: **Town Manager**
Two-Thirds Vote

ARTICLE 12. To see if the Town will vote to raise and appropriate, transfer from available funds, and/or borrow a certain sum of money for the Fiscal Year 2027 budget to operate the Stormwater Management Enterprise; or act in relation thereto.

SUBMITTED BY: **Town Manager**

ARTICLE 13. To see if the Town will vote to raise and appropriate, transfer from available funds, and/or borrow a certain sum of money for the purchase and equipping of a rack body truck for the Department of Public Works Stormwater Division; or act in relation thereto.

SUBMITTED BY: **Town Manager**
Two-Thirds Vote

ARTICLE 14. To see if the Town will vote to raise and appropriate, transfer from available funds, and/or borrow a certain sum of money for the design and construction of drainage improvements along Rainbow Avenue, including any incidental and related expenses; or act in relation thereto.

SUBMITTED BY: **Town Manager**
Two-Thirds Vote

ARTICLE 15. To see if the Town will vote to raise and appropriate, transfer from available funds, and/or borrow a certain sum of money for the Fiscal Year 2027 budget to operate the Forum Ice Rink Enterprise; or act in relation thereto.

SUBMITTED BY: **Town Manager**

ARTICLE 16. To see if the Town will vote to amend the Fiscal Year 2026 budget to operate the Cable Television Public, Educational, and Governmental (PEG) Access Enterprise adopted under Article 13 of the Warrant for the Spring Annual Town Meeting held on April 28, 2025; or act in relation thereto.

SUBMITTED BY: **Town Manager**

ARTICLE 17. To see if the Town will vote to raise and appropriate, transfer from available funds, and/or borrow a certain sum of money for the Fiscal Year 2027 budget to operate the Cable Television Public, Educational, and Governmental (PEG) Access Enterprise; or act in relation thereto.

SUBMITTED BY: **Town Manager**

ARTICLE 18. To see if the Town will vote to raise and appropriate or transfer from available funds a certain sum of money for Chelmsford Telemedia to purchase and install cable access television computer servers and equipment; or act in relation thereto.

SUBMITTED BY: **Town Manager**

ARTICLE 19. To see if the Town will vote to raise and appropriate, transfer from available funds, and/or borrow a certain sum of money for the Fiscal Year 2027 budget to operate the Golf Course Enterprise; or act in relation thereto.

SUBMITTED BY: **Town Manager**

ARTICLE 20. To see if the Town will vote to authorize the following total amount of expenditures for Departmental Revolving Funds for the Fiscal Year 2027 which funds have been established under the provisions of Chapter 35, Section 6 of the Code of the Town of Chelmsford, with such expenditure limitations to be applicable from fiscal year to fiscal year unless sooner revised by Town Meeting prior to July 1 in any fiscal year:

- Dog Pound & Licensing: \$10,000;
- Senior Citizen Trip Program: \$75,000;
- Senior Citizen Respite Care Program: \$150,000;
- Police Cruiser Communications Equipment: \$20,000;
- Fire Life Safety Equipment: \$20,000;
- Cemetery Wreath/Floral Decorations: \$10,000;
- Onsite Sewage Facility \$75,000;
- Public Shade Tree \$30,000;

or act in relation thereto.

SUBMITTED BY: **Town Manager**

ARTICLE 21. To see if the Town will vote to transfer a certain sum of money from the Sale of Graves and Lots to the Cemetery Improvement and Development Fund; or act in relation thereto.

SUBMITTED BY: **Cemetery Commission**

ARTICLE 22. To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to fund property valuation services to maintain certification by the Massachusetts Department of Revenue; or act in relation thereto.

SUBMITTED BY: **Town Manager**

ARTICLE 23. To see if the Town will vote to:

- A. Hear and act on the report of the Community Preservation Committee on the Fiscal Year 2027 Community Preservation budget;
- B. Appropriate a certain sum of money from Fiscal Year 2027 Community Preservation Fund revenues and/or from Community Preservation Fund reserves for the payment of Fiscal Year 2027 debt service;
- C. Appropriate from Fiscal Year 2027 Community Preservation Fund revenues a sum of money to meet the administrative expenses and all other necessary and proper expenses of the Community Preservation Committee for Fiscal Year 2027; and
- D. Reserve for future appropriation amounts from Fiscal Year 2027 Community Preservation Fund revenues as recommended by the Community Preservation Committee:
 - (1) a sum of money for the acquisition, creation and preservation of open space,
 - (2) a sum of money for the acquisition and preservation of historic resources,
 - (3) a sum of money for the creation, preservation and support of community housing; and
 - (4) a sum of money for the Community Preservation Fund Fiscal Year 2027 Budgeted Reserve

; or act in relation thereto.

SUBMITTED BY: **Community Preservation Committee**

ARTICLE 24. To see if the Town will vote to amend the vote taken under Article 23 of the April 29, 2024 Spring Annual Town Meeting pertaining to appropriation of \$8,000 for the preservation of headstones at Forefathers Cemetery by allowing the funds to be used for the preservation of headstones at all Chelmsford historic cemetery locations; or act in relation thereto.

SUBMITTED BY: **Community Preservation Committee**

ARTICLE 25. To see if the Town will vote to appropriate or transfer from the Community Preservation Fund a certain sum of money for the purchase and installation of new handicapped-accessible playground equipment at Varney Playground; or act in relation thereto.

SUBMITTED BY: **Community Preservation Committee**

ARTICLE 26. To see if the Town will vote to overturn the adopted 2025 Fall Town Meeting Warrant Article 29 Zoning Bylaw Amendment Definition of Family, changing the Definition of Family in Zoning Article XX, Terminology, from the pre-existing Relationship Based Definition of Family to a Zoning Terminology Based

Definition of Family and restore the pre-existing Relationship Based Definition of Family.

; or act in relation thereto.

SUBMITTED BY: **Brian Latina**
Citizen Petition
Two-Thirds Vote

ARTICLE 27. To see if the Town will vote to adopt a general bylaw in the following form to be inserted as Chapter 108 of the Town Code:

CHAPTER 108 **Outdoor Lighting**

§108-1. Purpose

This Bylaw recognizes that the welfare and enjoyment of Chelmsford are associated with its character, including its nighttime ambience. Therefore this Bylaw seeks to (1) provide adequate, well-designed lighting for the safety and security for all Chelmsford residents and for the safe performance of outdoor tasks at night; (2) control *glare* to ensure safe navigation for motorists, bicyclists, and pedestrians at night; (3) protect residents from *light trespass*, which negatively affects the enjoyment of property; (4) minimize *light pollution* to the greatest extent possible, especially blue light, which can cause negative effects on human health and nocturnal organisms; (5) minimize *skyglow*, to preserve Chelmsford residents' ability to see the stars against a dark sky; and (6) promote efficient lighting to conserve energy and thus reduce atmospheric carbon emissions.

§108-2. Definitions and Figures

BUG rating system: A lighting classification system (IES TM-15-20 standard or its successor) by the Illuminating Engineering Society (IES) and DarkSky International to describe the light-pollution contributions from outdoor luminaires, including for street and parking-lot lighting. Each letter is attached to a number ranging from 0 (ideal) to 5 (unacceptable).

B describes backlight that often contributes to *light trespass*. **U** describes uplight, which contributes to skyglow, which limits a person's ability to see the stars. **G** describes glare, which makes it difficult for people to see and thus makes roadways more dangerous and security lighting less effective.

Café lighting: A string of multiple lights hung between two points and used to decorate outdoor spaces in ways and at times not associated with holidays. Also known as party lighting or festoon lighting.

Correlated color temperature (CCT): A specification of the color appearance of the light emitted by a light source, measured in Kelvin (K). CCT values are typically provided in lighting-manufacturer data sheets. For example, high-pressure-sodium (HPS) streetlights are approximately 2000 K and "warm-white" lamps are typically 2700 K.

Environmentally sensitive area: Light-sensitive areas that include: any land subject to a conservation restriction, legally recognized wetlands, agricultural land, or any land that contains threatened or endangered-species habitats.

Foot-candle: A measurement of *illuminance*, which is the intensity of light incident on a surface. One (1) foot-candle (fc) is defined as enough light to uniformly illuminate one square foot (1 ft²) with one (1) lumen. One foot-candle corresponds to 10.764 lux (lx), which is the SI (International System of Units) unit of illuminance.

Fully shielded: An outdoor *luminaire* constructed so that, in its installed position, all of the light emitted by the *luminaire* is projected below the horizontal plane that passes through the lowest light emitting part of the *luminaire*. See Figure 1.

Glare: Intense and harsh light emitted by a *luminaire* that reduces visibility and creates visual discomfort and/or momentary visual impairment. *Discomfort Glare* causes a nuisance due to overly bright light sources in the field of view. *Disability Glare* causes interference in the visual process and impairs the viewer's vision.

Holiday lighting: Decorative lighting temporarily installed on or near homes, businesses, and public spaces to celebrate holidays and seasonal events.

Illuminance: The intensity of light incident on a surface, often measured on horizontal or vertical surfaces in foot-candles (fc or lumens/ft²). Example: the full Moon illuminates the ground with an *illuminance* of 0.01 fc.

IES: Illuminating Engineering Society, the recognized authoritative body on the science and application of lighting, which publishes and promotes recommended practices for a variety of specific lighting applications.

Lamp: The bulb or other light-emitting portion of a *luminaire*, not inclusive of any reflective or refractive optics used to direct light.

Light pollution: An adverse and/or obtrusive effect of the use of outdoor light at night.

Light trespass: Light emitted by a *luminaire* or from an adjacent reflective surface that shines beyond the property boundary on which the *luminaire* is installed.

Lumen: A unit of luminous flux; the flux emitted within a unit solid angle by a point source with a uniform luminous intensity of one candela (the SI unit of luminous intensity).

Luminaire: A complete lighting assembly, consisting of a lamp or lamps, housing, optic(s), and other structural elements, but not including any mounting pole or surface.

Luminance: The amount of light that passes through, is emitted by, or reflected from a particular area, and falls within a specified solid angle. The SI unit of luminance is candela per square meter (cd/m²), also known as a nit.

Nuisance: The unreasonable, unwarranted and/or unlawful use of outdoor lighting, which causes inconvenience, disruption of enjoyment, or damage to others, either to individuals and/or to the general public.

Skyglow: A measurable glow in the night sky deriving from an artificial source.

Wall sconce: A decorative *luminaire* affixed to a vertical exterior wall.

Walkway lighting: One or more outdoor *luminaires* installed adjacent to a walkway to provide wayfinding and safe movement for pedestrians and/or personal-mobility devices.

Figure 1: Example of a fully shielded *luminaire*. No light is emitted above horizontal.

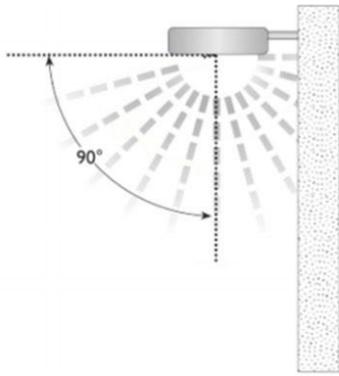


Figure 2: Fully-shielded lighting that is not causing light trespass, glare or skyglow for adjacent property. In the absence of a barrier between properties, the *luminaire* can simply be pointed more toward the ground to satisfy the requirements of the Bylaw.

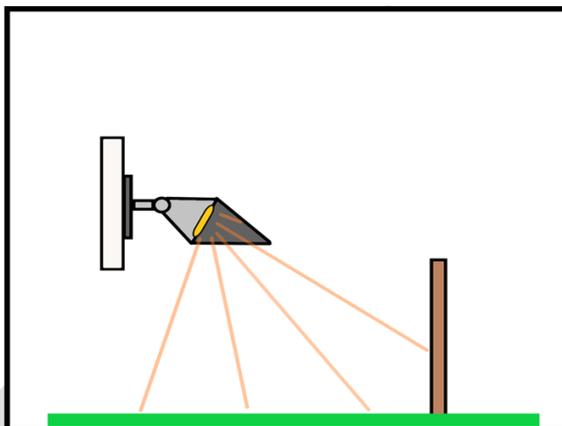


Figure 3: Examples of acceptable and unacceptable *luminaires* (lighting fixtures). The intent of this figure is to demonstrate that “acceptable” lighting eliminates or reduces glare by hiding the light emitting portion of the bulb or lamp, not that the general style of fixture is prohibited.



§108-3. Standards for Commercial and Industrial Properties and for Multi-family Dwellings

- 3.1 Scope and Applicability. This section applies to commercial and industrial properties, the common areas of condominium complexes and homeowner associations, and other properties with dwellings for more than two families.
- 3.2 Priority of Bylaw Provisions. In case of conflict between any of the provisions of this Bylaw or any other state or federal regulation, and if such state or federal regulation allows for more restrictive local regulation, the most restrictive shall apply.
- 3.3 New Lighting. All outdoor *luminaires* installed after the effective date of this Bylaw shall comply with the requirements established by this Bylaw.
- 3.4 Existing Lighting. All outdoor *luminaires* installed prior to the effective date of this Bylaw that do not comply with the requirements of this Bylaw are declared to be non-conforming. All non-conforming *luminaires* may continue to be used and maintained after the effective date of this Bylaw but shall be brought into compliance with the requirements herein within ten (10) years of the effective date of this Bylaw or upon the first to occur of any of the following:
 - 3.4.1 A determination by the Zoning Enforcement Officer (Section 10.1) that the *luminaire* or its installation constitutes a hazard to public safety or otherwise constitutes a *nuisance* (Section 5).
 - 3.4.2 The replacement of more than twenty-five percent (25%) of the existing system of *luminaires* intended to illuminate a specific area.
 - 3.4.3 Expansions exceeding twenty-five percent (25%) of the gross floor area, the number of dwelling units, or the number of parking spaces. This requirement may be reduced by permit issued by the Planning Board upon a simple majority finding that such reduction will not detract from the objectives of this bylaw.
 - 3.4.4 A property that changes ownership for any reason.
- 3.5 Shielding.
 - 3.5.1 Unless exempted elsewhere in this Bylaw, all single-lamp outdoor *luminaires* exceeding two thousand (2,000 lumens) shall be *fully shielded*.
 - 3.5.2 Lighting of building façades, landscaping, monuments, plaques, flagpoles, and similar installations are exempted from the shielding requirements of this bylaw, but shall be focused directly at the target so that the light does not create a *nuisance*. It is the Town's preference that such lighting be turned off or dimmed between 12 a.m. and 6 a.m. or within one (1) hour of the posted closing time for that facility, whichever occurs later.
- 3.6 Light Output.
 - 3.6.1 The output of any outdoor *luminaire* installed at a height below twenty (20) feet shall not exceed five thousand (5,000) *lumens*, except as permitted in Section 3.6.2.
 - 3.6.2 An outdoor *luminaire* may exceed five thousand (5,000) *lumens* if its output does not exceed the ground-level *luminance* values recommended by the *Illuminating Engineering Society (IES)* for the specific application by more than fifty percent (50%).
 - 3.6.3 An outdoor *luminaire* exceeding the lumen values in Sections 3.6.1 and 3.6.2 may be installed by permit issued by the Planning Board upon a simple majority finding that extenuating circumstances related to safety and security justify an exception.

- 3.7 Correlated color temperature. The *correlated color temperature (CCT)* of the light emitted by an outdoor *luminaire* shall not exceed 2700 K. An outdoor *luminaire* may exceed this CCT value by permit issued by the Planning Board upon a simple majority finding that extenuating circumstances related to safety and security justify an exception.
- 3.8 Height. The maximum height of an outdoor *luminaire* shall not exceed 25 feet. A maximum *luminaire* height of thirty-five (35) feet is allowed by permit issued by the Planning Board upon a simple majority finding that the increase in *luminaire* height will not negatively impact abutting properties, particularly property used or zoned for residential purposes.

§108-4. Standards for Residential Properties

- 4.1 Scope and Applicability. This section applies to single- and two-family residential dwellings, accessory dwelling units (ADUs), and individually-owned property that is part of a condominium complex or homeowner association.
- 4.2 Priority of Bylaw Provisions. In case of conflict between any of the provisions of this Bylaw or any other state or federal regulation, and if such state or federal regulation allows for more restrictive local regulation, the most restrictive shall apply.
- 4.3 It is the Town’s preference that the following standards for residential properties are met:
 - 4.3.1 All single-lamp outdoor luminaires exceeding eight hundred (800) lumens and multiple-lamp outdoor luminaires exceeding two thousand (2,000 lumens) shall be fully shielded.
 - 4.3.2 The output of any single- or multi-lamp outdoor *luminaire* shall not exceed four thousand (4,000) *lumens*.
 - 4.3.3 The correlated color temperature (CCT) of the light emitted by an outdoor *luminaire* shall not exceed 2700 K. If a suitable outdoor *luminaire* with a CCT of 2700 K or lower is unavailable, then one with a CCT no greater than 4000 K may be used.

§108-5. Nuisance. No outdoor *luminaire* shall create a lighting *nuisance* in the form of excessive *light trespass* or *glare*, as defined below.

5.1 Light trespass.

- 5.1.1 The maximum vertical *illuminance* created by one or more outdoor *luminaires* shall not exceed 0.1 *foot-candle* when measured fifteen (15) feet inside the property line of an adjacent residential property or at the exterior wall of a dwelling on the adjacent property, whichever is closer to the outdoor *luminaire(s)*, at a point five (5) feet above grade.
- 5.1.2 The maximum vertical *illuminance* shall not exceed 0.05 *foot-candle* when measured at the property line of an *environmentally sensitive area*.
- 5.1.3 The Zoning Enforcement Officer may grant exceptions due to extenuating circumstances related to safety and security.
- 5.2 Glare. *Glare* is declared to be a lighting *nuisance* when it constitutes a hazard to public safety along a public way or causes intense discomfort to occupants of adjacent properties.
- 5.3 A motion-activated *luminaire* that causes a *nuisance* but otherwise complies with this Bylaw is permitted as long as its output remains on for no more than 10 minutes, does not flicker intermittently, and is not

triggered by right-of-way traffic in any form.

- 5.4 The determination of *light trespass* and/or *glare* will be made by the Zoning Enforcement Officer or another Town employee after a site visit and a visual inspection.

§108-6. Lighting in a Public Right of Way. For outdoor *luminaires* used for streetlighting or area lighting installed on poles or structures within a public right of way and whose output is two thousand (2,000) lumens or greater, each such luminaire shall conform to the following requirements:

- 6.1 The *luminaire* as installed must not exceed the *BUG rating* (as provided by the manufacturer) of B2, U0, and G2.
- 6.2 The luminaire may not be installed at heights greater than twenty-five (25) feet in residential zones or thirty-five (35) feet in commercial zones.
- 6.3 Exceptions may be granted by the Department of Public Works for installation or replacement of existing decorative or historically designed streetlighting. All other requirements of this Bylaw will still apply.
- 6.4 If a utility company serving the Town or a private developer proposes the installation or replacement of ten (10) or more luminaires emitting at least two thousand (2000) lumens per luminaire, the project proponent must provide a demonstration installation of at least three (3) luminaire options and include at least one option with a correlated color temperature of less than 2700 K and at least one option with a BUG rating of 1/0/1. The Select Board will then seek public comment prior to the full installation to identify unforeseen negative impacts.

§108-7. Prohibitions

The use of searchlights, sky beams, or any outdoor *luminaire* that dynamically varies its output by intermittently fading, flashing, blinking, or rotating is prohibited, except for holiday lighting or as required by public-safety personnel in temporary situations.

§108-8. Exemptions

The following are exempt from compliance with all provisions of this Bylaw, except as noted:

- 8.1 Temporary emergency lighting needed by the Police, Fire, and Public Works departments; Water District personnel; or other law-enforcement and emergency services, as well as all vehicle-mounted *luminaires*.
- 8.2 Lighting employed during repairs of roads, utilities, and similar infrastructure, including unshielded lighting, provided that such lighting is deployed, positioned, and aimed such that to the extent possible the resulting *glare* and *light trespass* do not extend beyond the work area.
- 8.3 Any form of lighting whose use is mandated or otherwise governed by any legal jurisdiction with broader authority than that of the Town of Chelmsford.
- 8.4 Temporary lighting for events sponsored by the Town of Chelmsford or for which a license or other approval has been issued, such as concerts, fairs, and festivals.
- 8.5 *Holiday lighting, walkway lighting, and café lighting.* However, it is the Town's preference that the outdoor *luminaires* used for these purposes be aimed so as to minimize *light trespass* on adjacent properties and be turned off between 12 a.m. and 6 a.m.
- 8.6 *Luminaires* used to illuminate athletic fields or recreational facilities shall, to the greatest extent possible, satisfy the on-field *illuminance* values in the latest version of [*ANSI/IES RP-6, Recommended Practice: Lighting Sports and Recreational Areas*](#). Further, such *luminaires* must be aimed so as to minimize *light*

trespass on adjacent properties and must be turned off within one (1) hour after the end of play or by 10 p.m., whichever occurs later.

§108-9. Enforcement

9.1 Zoning Enforcement Officer. The requirements of this bylaw shall be enforced by the Town’s Zoning Enforcement Officer or by another person appointed or engaged by the Town for this purpose.

9.2 Demonstration of Compliance. The owner of any lot, dwelling, commercial, or industrial property on which an outdoor *luminaire* subject to this Bylaw is located or proposed to be located shall have the burden of demonstrating that the existing or proposed outdoor *luminaire* complies with the requirements of this Bylaw.

9.3. Submission. The applicant for any permit or exception under this Bylaw shall submit evidence that the proposed work will comply with this Bylaw. Any costs associated with such proof of compliance will be paid by the applicant. The submission shall contain, but shall not necessarily be limited to, the following:

- 9.3.1. Plans indicating the location on the premises of each outdoor luminaire, both existing and proposed.
- 9.3.2. Description of all luminaires, fixtures, lamps, supports, reflectors, both existing and proposed. The description may include, but is not limited to, specification data and illustrations by manufacturers (including sections where required).
- 9.3.3. Photometric data, such as that supplied by manufacturers, photometric site drawings, and/or on-site calibrated light meter light level readings.

; or act in relation thereto.

SUBMITTED BY: **Kelly Beatty
Planning Board**

ARTICLE 28. To see if the Town will vote to amend the Town Code, Chapter 195 Zoning, by deleting Section 195-34 Outdoor illumination in its entirety and replacing it as follows:

195-34 Outdoor Illumination

- A. See General Bylaw, Chapter 108, for applicable Outdoor Lighting standards and provisions.

; or act in relation thereto.

SUBMITTED BY: **Kelly Beatty
Planning Board
Two-Thirds Vote**

ARTICLE 29. To see if the Town will vote to amend the Official Zoning Map, as adopted and referenced in the Town Code, Chapter 195 Zoning, Article II Districts, Section 195-3 Official Zoning Map, to amend existing zoning districts as follows:

Rezone existing IA parcels to RM: Assessors Parcels 13-36-2 & 13-36-4;

Rezone the following parcels to RC: Assessors Parcels 13-19-15, 13-19-16, 13-19-17, 13-19-18, 13-19-19, 13-19-21, 13-19-22, 13-19-23, 13-35-1, 14-19-6, 14-19-9, 14-19-13;

Rezone Assessors Parcel 14-19-8 to CB;

Rezone the following parcels from IA, limited Industrial to CBLT: Assessors Parcels 13-19-20, 13-36-1, 13-36-3, 13-36-5, 13-36-8, 13-36-10, 14-19-1, 14-19-2, 14-19-3, 14-19-4 and 14-19-5.

; or act in relation thereto.

**SUBMITTED BY: Planning Board
Two-Thirds Vote**

ARTICLE 30. To see if the Town will vote to Amend The Town Code, Article XXI Community Enhancement and Investment Overlay District (CEIOD) section 195.11.C(2) to revise by-right projects, 195-112 Use Regulations to provide clarity, 195-118 Performance Standard A&B to require compliance with Article VII, 195-119 Application Review Procedures A(6) to add “structure”, 195-119 B(d) to provide clarity, 195-119 D to add a new (5) and renumber as follows:

195-111 Applicability

C. CEIOD projects allowed by right. A CEIOD project is by right if it meets all of the following criteria (as applicable):

(2) If the project involves a change of use from one use category to another, the gross square footage and the square footage of the building footprint of the use does not exceed the original use.

195-112 Use regulations

The existing Use Regulation Schedule (Chapter 195, Attachment 1) of the Zoning Bylaw shall be applicable to CEIOD projects within the underlying zoning districts. Where a CEIOD requires a special permit under the Use Regulation Schedule, the Planning Board shall be the special permit granting authority. Any combination of primary uses in the CEIOD otherwise allowed by right or by special permit in the underlying zoning shall require a special permit, whereby the Planning Board shall be the special permit granting authority.

195-118 Performance Standards

A. General. All CEIOD projects shall be consistent with the following general performance standards. The Board may require, at the applicant’s expense, such technical evidence as is necessary to ensure that the standards established for environmental protection standards (in Article VIII Environmental Protection Standards) are met. Such technical evidence will be required when the CEIOD project requires a special permit due to meeting criteria 1,2, or 4 in 195-111D and the project use is commercial or industrial abutting residential.

B. Specific. All CEIOD projects requiring special permits shall be consistent with the following specific performance standards, as applicable. The Board may require, at the applicant’s expense, such technical evidence as is necessary to ensure that the standards established for environmental protection standards (in Article VIII Environmental Protection Standards) are met. Such technical evidence will be required when the CEIOD project requires

a special permit due to meeting criteria 1,2, or 4 in 195-111D and the project use is commercial or industrial abutting residential.

195-119 Application Review Procedures

A. General requirements.

(6) Any project that includes a building or structure over 75 years of age shall be referred to the Chelmsford Historical Commission for review and comment.

B. Finding of applicability and preliminary concept plan review and approval.

(2) Preliminary submission elements. A CEIOD preliminary submission shall include:

(a) A vicinity map adequately depicting the proposed development in context with the surrounding area.

(b) A base map at a scale no smaller than one inch equals 200 feet showing property lines and names of adjacent owners; general topography, including steep slopes over 15% in grade; flood hazard areas, designated inland wetlands and watercourses; existing public utility lines and public facilities; and existing street widths and general layout.

(c) A concept layout of existing and proposed buildings and their proposed uses, streets, parking areas, open spaces, landscaping and screening, as well as any proposed improvements to existing facilities.

(d) Project narrative: evidence supporting a by-right or special-permit project and applicability of the CEIOD project type. This narrative shall address how the proposed project complies with all relevant items of the Purpose and Intent (195-109A-I), the Type of Overlay District (195-110), the by right (195-111C) or special permit (195-111D) criteria, and the Performance Standards (195-118). The narrative shall also itemize the relief being sought under the CEIOD Overlay District.

D. Modifications to approvals. A public hearing shall be required when a modification to an approved project falls into one or more of the following categories:

(1) Substantial changes to the alignment of arterial or collector streets and/or their off-site connection points;

(2) Substantial changes in the composition of the various uses, such that the proportion of any element such as retail or residential increases or decreases by 10% or more;

(3) Substantial changes to approved architectural design, building types, or construction materials;

(4) Substantial changes to the transportation system;

(5) Substantial changes to the stormwater system or site elevation

(56) Substantial changes to an approved phasing plan that have the potential to negatively impact the provision of public services; or

(67) Any other substantial changes to the character or intensity of an approved application that the Community Development Director, Building Commissioner, or Town Engineer cannot otherwise interpret or approve.

; or act in relation thereto.

SUBMITTED BY: Planning Board
Two-Thirds Vote

ARTICLE 31. To see if the Town will vote to amend the Town Code, section 195-108 to revise the definition of “Boarding House” by deleting the strikethrough text and inserting the underlined text as follows:

**Current
BOARDINGHOUSE**

~~A building, whether residential or commercial or any part thereof in which lodging is provided by the owner or operator to more than four boarders. The boardinghouse must provide for shared/common facilities consisting of either bathing or cooking and therefore shall not contain individual dwelling units consisting of complete living facilities. Meals may or may not be provided. A dwelling unit where more than four unrelated individuals rent shall be considered a boardinghouse. A boardinghouse shall not be deemed a multifamily dwelling.~~
[Amended 4-30-2012 ATM by Art. 25; 10-15-2012 ATM by Art. 17]

Proposed

A facility licensed under M.G.L. c.140 §§22–32 in which temporary or semi-permanent lodging is provided for rent to four or more lodgers who do not live together as a single housekeeping unit and who occupy individual rooms. Occupants may share bathroom or kitchen facilities, but such shared use does not constitute a single housekeeping unit. Occupancy is on an individual-room basis, with separate agreements or fees. The building does not contain self-contained dwelling units and is not considered a single-family, two-family, or multifamily dwelling.

; or act in relation thereto.

SUBMITTED BY: Planning Board
Two-Thirds Vote

ARTICLE 32. To see if the Town will vote to amend the Town Code, Section 195-108 to add a new definition for “Bed and Breakfast”, and to amend 195 Attachment 1, Use Regulation Schedule, to add a new use D.39, “Bed and Breakfast” as follows:

Bed and Breakfast

A private dwelling that provides transient overnight accommodations in not more than three (3) guest rooms, as defined in M.G.L. c.64G §1, and that is owner-occupied or used as the owner’s primary residence. Only breakfast may be served, and it may be provided exclusively to registered overnight guests. Guest rooms shall not contain individual cooking facilities. A Bed and Breakfast Establishment is not a Boarding House, Motel or Hotel, or a Dwelling Unit occupied by a Family or Single Housekeeping Unit.

New

| Sec. | I | S | Description | RA | RB | RC | RM | CA | CB | CBLT | CC | CD | CV | IA | IS | RMH |
|------|---|----|-------------------|----------|----------|-----------|----------|-----------|-----------|-----------|-----------|-----------|-----------|----------|----------|----------|
| | | | D. Commercial | | | | | | | | | | | | | |
| | | 39 | Bed and Breakfast | <u>N</u> | <u>N</u> | <u>PB</u> | <u>N</u> | <u>PB</u> | <u>PB</u> | <u>PB</u> | <u>PB</u> | <u>PB</u> | <u>PB</u> | <u>N</u> | <u>N</u> | <u>N</u> |

; or act in relation thereto.

SUBMITTED BY: Planning Board
Two-Thirds Vote

ARTICLE 33. To see if the Town will vote to amend the Town Code, Chapter 195, “Zoning Bylaw”, 195 Attachment 1, Use Table, line D.16, Commercial 16 (Parking Garage/Structure) from BA to PB by deleting the strikethrough text and inserting the underlined text as follows:

Current

| Sec. | I | S | Description | RA | RB | RC | RM | CA | CB | CBLT | CC | CD | CV | IA | IS | RMH | C |
|---------------|---|---|--------------------------|----|----|----|----|----|---------------|------|---------------|---------------|---------------|---------------|---------------|-----|---|
| D. Commercial | | | | | | | | | | | | | | | | | |
| 16 | | | Parking garage/structure | N | N | N | N | N | BA | PB | BA | BA | BA | BA | BA | N | |

New

| Sec. | I | S | Description | RA | RB | RC | RM | CA | CB | CBLT | CC | CD | CV | IA | IS | RMH | C |
|---------------|---|---|--------------------------|----|----|----|----|----|-----------|------|-----------|-----------|-----------|-----------|-----------|-----|---|
| D. Commercial | | | | | | | | | | | | | | | | | |
| 16 | | | Parking garage/structure | N | N | N | N | N | <u>PB</u> | PB | <u>PB</u> | <u>PB</u> | <u>PB</u> | <u>PB</u> | <u>PB</u> | N | |

; or act in relation thereto.

SUBMITTED BY: Planning Board
Two-Thirds Vote

ARTICLE 34. To see if the Town will vote to amend The Town Code, Chapter 195, “Zoning Bylaw”, Table of Dimensional Requirements (195 Attachment 2) change minimum depth from 0 to N/A in the CB, CD & CX districts, CEIOD Site and Bldg Requirements Table (195 Attachment 3) to change minimum depth from 0 to N/A in the CB & CD districts, dimensional requirements for facilitated and independent senior living facilities (195-88) change minimum depth from 0 to N/A in the CB, CD & CV districts, dimensional standards for Center Village Zoning (Article XVIIIA 195-98.2) change minimum depth from 0 to N/A by deleting the strikethrough text and inserting the underlined text as follows:

Table of Dimensional Requirements (195 Attachment 2)

Current

| | Districts | | | | | | | | | | | | | | | |
|--------------------------|-----------|-----|-----|-----|-----|--------------|------|-----|--------------|-----|-----|-----|--------------|-----|-----|--|
| Dimensional Requirements | RA | RB | RC | RM | CA | CB | CBLT | CC | CD | IA | IS | RMH | CX | P | OS | |
| Minimum Lot Requirements | | | | | | | | | | | | | | | | |
| Depth (feet) | 150 | 150 | 125 | 150 | 125 | 0 | N/A | 200 | 0 | 150 | 150 | | 0 | 125 | 125 | |

New

| | Districts | | | | | | | | | | | | | | | |
|--------------------------|-----------|-----|-----|-----|-----|------------|------|-----|------------|-----|-----|-----|------------|-----|-----|--|
| Dimensional Requirements | RA | RB | RC | RM | CA | CB | CBLT | CC | CD | IA | IS | RMH | CX | P | OS | |
| Minimum Lot Requirements | | | | | | | | | | | | | | | | |
| Depth (feet) | 150 | 150 | 125 | 150 | 125 | <u>N/A</u> | N/A | 200 | <u>N/A</u> | 150 | 150 | | <u>N/A</u> | 125 | 125 | |

CEIOD Site and Bldg Requirements Table (195 Attachment 3)

Current

| Dimensional Requirements | Districts | | | | | |
|------------------------------|-----------|----|------|-----|----|-----|
| | CA | CB | CBLT | CC | CD | IA |
| Minimum Lot Requirements (1) | | | | | | |
| Depth (feet) | 125 | 0 | N/A | 200 | 0 | 150 |
| In CEIODs by by-right | 100 | 0 | N/A | 160 | 0 | 120 |
| In CEIODs by special permit | 75 | 0 | N/A | 100 | 0 | 100 |

New

| Dimensional Requirements | Districts | | | | | |
|------------------------------|-----------|-----|------|-----|-----|-----|
| | CA | CB | CBLT | CC | CD | IA |
| Minimum Lot Requirements (1) | | | | | | |
| Depth (feet) | 125 | N/A | N/A | 200 | N/A | 150 |
| In CEIODs by by-right | 100 | N/A | N/A | 160 | N/A | 120 |
| In CEIODs by special permit | 75 | N/A | N/A | 100 | N/A | 100 |

Dimensional requirements for facilitated and independent senior living facilities (195-88)

Current

| | RM | CA | CB | CC | CD | CV | IA |
|--------------------------|-----|-----|----|-----|----|----|-----|
| Minimum lot depth (feet) | 150 | 125 | 0 | 200 | 0 | 0 | 150 |

New

| | RM | CA | CB | CC | CD | CV | IA |
|--------------------------|-----|-----|-----|-----|-----|-----|-----|
| Minimum lot depth (feet) | 150 | 125 | N/A | 200 | N/A | N/A | 150 |

Dimensional standards for Center Village Zoning (Article XVIIIA 195-98.2)

Current

| | | |
|--------------------------------------|--|---|
| Minimum Lot Requirements Area | | |
| (x 1,000 square feet) | | |
| Depth (feet) | | 0 |

New

| | | |
|--------------------------------------|--|-----|
| Minimum Lot Requirements Area | | |
| (x 1,000 square feet) | | |
| Depth (feet) | | N/A |

; or act in relation thereto.

SUBMITTED BY: **Planning Board**
Two-Thirds Vote

ARTICLE 35. To see if the Town will vote to authorize the Select Board to grant, upon such terms and conditions as the Select Board may determine, easements to public utilities in the following Town properties for the purpose of obtaining new or additional electrical service: 1) 260 Old Westford Road, Assessors Parcel ID 58-276-1; and 2) 295 Acton Road, Assessors Parcel ID 117-421-6 and Assessors Parcel ID 117-421-8, as more or less depicted on documents placed on file and available for review in the Offices of the Town Clerk and the Department of Public Works; and to authorize the Select Board to seek such approvals under Article 97 of the Massachusetts Constitution or otherwise, if any, as may be required to allow for such grants, and to execute any and all documents, enter into all agreements, and take such action as may be necessary or convenient in the furtherance of the objectives of this article; or act in relation thereto.

SUBMITTED BY: **Town Manager**
Two-Thirds Vote

ARTICLE 36. To see if the Town will vote to: a) accept as a public way Proctor Road as laid out by the Select Board and shown by reports and plans which are on file in the office of the Town Clerk; b) authorize the Select Board to acquire, by gift, purchase, eminent domain, or otherwise and upon such terms and conditions as it may determine, any and all interests in land, including easements or fee simple interest, with the trees thereon, within said layout and abutting lands as may be necessary for the purpose of completing such acceptance, making traffic safety and road improvements incidental to such acceptance, and otherwise providing for the use and maintenance of said way and drainage facilities incidental thereto for all purposes for which public ways are used in the Town of Chelmsford; c) raise and appropriate and/or transfer from available funds a certain sum of money to defray all necessary costs, fees and expenses in connection with the acquisition of said land and for payment of any damages which may be awarded as a result of any such taking; and, d) authorize the Select Board to negotiate and execute all necessary and proper contracts and agreements thereto; or act in relation thereto.

SUBMITTED BY: **Select Board**
Two-Thirds Vote

Hereof fail not and make return of this warrant with your doings at the time and place of said meeting.

Given under our hands this 23rd day of February, 2026

SELECT BOARD OF THE TOWN OF CHELMSFORD:

Patrick J. Maloney, Chair

Patricia Wojtas, Vice Chair

Aaron D. Cunningham, Clerk

Jeffrey A. Hardy

NOTICE OF PROPOSED DATES
AND TIMES FOR CONTINUED SESSIONS OF THE
SPRING ANNUAL TOWN MEETING

The Select Board shall propose the following dates and times for continued sessions of the Town Meeting of April 27, 2026:

Thursday, April 30, 2026 at 7:30 p.m.

Monday, May 4, 2026 at 7:30 p.m.

Thursday, May 7, 2026 at 7:30 p.m.

If additional continued sessions are necessary, they shall take place on the Monday and Thursday of the next consecutive week until the meetings are concluded.

Pursuant to Town of Chelmsford Code Chapter 154-9, these dates and times are proposed and are subject to change by vote of the Town Meeting Representatives.

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS. _____, 2026

Pursuant to the within warrant, I have notified and warned the Inhabitants of the Town of Chelmsford by posting up attested copies of same at the following places, to wit: Senior Center, 75 Groton Road; North Chelmsford Fire Station, 35 Princeton Street; McCarthy Middle School, 250 North Road; Parker Middle School, 75 Graniteville Road; West Chelmsford Fire Station, 260 Old Westford Road; Westlands School, 171 Dalton Road; Byam Elementary School, 25 Maple Road; Town Offices Building, 50 Billerica Road; South Row Elementary School, 250 Boston Road; East Chelmsford Fire Station, 115 Riverneck Road; and South Chelmsford Fire Station, 295 Acton Road.

Signed:

Edwin Paul Eriksen, Constable

A True Copy Attest:

Edwin Paul Eriksen, Constable



Fiscal Year 2027 Proposed Operating & Capital Budgets

February 5, 2026

Paul E. Cohen
Town Manager

To the members of the Select Board and the Finance Committee, in accordance with the provisions of Section 6-2 of the Town Charter and Section 35-1 of the Town Bylaws, I hereby submit a proposed Town of Chelmsford Fiscal Year 2027 budget and capital improvement plan.

The proposed FY27 operating budget amounts to \$176.4M and utilizes the entire estimated local property tax levy capacity under the provisions of Proposition 2 ½.

State Aid funding is based Governor Maura Healey's proposed FY27 State budget, with the exception that minimum Chapter 70 education aid will ultimately be enacted by the State Legislature at the same \$150/student amount as the current fiscal year. The Governor's proposal funds Chapter 70 minimum per pupil aid at only \$75/student. Since the State Legislature is not expected to enact a State budget until July, there remains uncertainty regarding the final amount of State aid that the Town will receive to help fund local governmental operations in Fiscal Year 2027. In addition, the actual amount of new growth to the property tax levy and the amount of funding that will be required for a new collective bargaining agreement with the Town's firefighters' union is unknown at this time. Therefore, the Town's FY27 operating budget will need to be modified in the months ahead as additional information becomes available.

FY27 Budget Overview

The proposed \$176.4M Fiscal Year 2027 operating budget significantly reduces the level of Town services, while utilizing the maximum property tax levy within the constraints of Proposition 2½. Extraordinary increase in health insurance premiums, retirement assessment, and wage growth necessitate level staffing of government operations. There is no indication that these inflationary pressures will subside.

The School Department's operations are detailed in the Superintendent of Schools' FY27 budgetary document. The Town would continue to operate at critical minimum staffing levels. Additional staffing is warranted in public safety, education, and human services.

FY27 Budget Overview

The proposed \$176.4M FY27 operating budget provides the following:

- Chelmsford Public School funding increase of 3.3% (\$2.5M) to \$78.15M.
- Nashoba Valley Technical School District assessment increase of 6.5% (\$263K) to \$4.32M.
- General Government Operating Department funding increase of 3.2% (\$1.25M) to \$40.1M.
- Benefits and Insurance funding increases by 7.68% (\$2.77M) to \$38.8M
- Debt service increase of 5.28% (\$548K) to \$10.9M . Non-Excluded debt service increases by \$302K (3.87%), while Excluded debt service increases by \$885K (324.06%).
- State Assessments and Overlay decrease of .72% (-\$27K) to \$3.7M.

FY27 General Government Operating Budget Increases

The proposed Fiscal Year 2027 operating budget level staffs all positions that are funded in the current fiscal year operating budget. Funding is provided for personnel in accordance with the second year of collective bargaining agreements with the unionized employees, with the exception of the firefighters which is currently in mediation. The Town's non-union employees will receive a 3% adjustment to the compensation schedules.

The proposed operating budget also additional funding for the following services:

- Biennial State Elections: \$51,000;
- Legal Services: \$50,000;
- Solid Waste & Recycling Collection and Disposal: \$147,000
- Richardson Road PFAS Treatment System: \$210,000;
- Building Maintenance: \$105,000;

FY27 General Government Operating Budget Omissions

The proposed Fiscal Year 2027 operating budget does not honor the following reasonable requests for General Government operations:

- Additional Police Officers to enhance traffic safety across the community.
- Additional Firefighters to increase apparatus staffing levels;
- Creation of Fire Lieutenant positions to enhance operational safety.
- Additional DPW Highway Laborer positions to improve the condition of the Town' parks, roadways, and sidewalks.
- Safety specialist position to improve workplace safety;

FY27 Budget Impact

from Health Insurance Premiums and Retirement Assessment

Benefits and insurance absorbs **\$2.77M (38%)** of the overall budgetary increase.

\$1.35M has been budgeted to fund the projected 7.9% increase in health insurance premiums for 690 eligible active employees. The estimated total premium for an HMO family plan would increase to \$38,100. The Town funds 75% of the premium, which amounts to \$28,575.

\$487K has been budgeted for an estimated increase in health insurance premiums for Medicare supplement plans for 1000 eligible retirees over the age of 65. The Town funds 60% of the premium.

The Town's assessment from the Middlesex County Retirement System increases by \$860K (6.57%) to \$13.95M.

Budget Revenue Sources

The proposed FY27 operating budget amounts to \$176.4M.

The budget utilizes the Town's entire \$135.1M estimated property tax levy capacity, which is a \$6M (4.67%) increase. The property tax would fund over 76% of the Town's operating budget.

The budget is based upon Governor Healey's proposed FY27 State operating budget with the exception that minimum Chapter 70 education aid will ultimately be enacted by the State Legislature at the same \$150/student amount as the current fiscal year. The Governor's proposal funds Chapter 70 minimum per pupil aid at only \$75/student. This would provide \$23.8M in local aid receipts to Chelmsford. This is an increase of \$1.1M (4.85%).

Local receipts are estimated at \$13.9M, which amounts to an increase of \$631K (4.75%).

Available Funds are estimated at \$3.5M, which decreases by \$502K (-12.95%) for recurring operating costs.

Chapter 70 Education Funding

Governor Healey's proposed FY27 State operating budget increases Chapter 70 educational funding to \$15,838,549. This is an increase of \$388,125. This represents an increase of only \$75/student (2.51%) for the Town's 5,175 students.

For the current fiscal year, the State Legislature increased the Governor's proposed Chapter 70 minimum student funding level to \$150/student. This proposed budget is based upon the same per-pupil funding level. This would increase the Chapter 70 funding level to \$16,226,674, which is an increase of \$776,250 (5.02%).

This would continue the Town's customary annual increase in educational funding levels, which are listed on the following slide:

Chelmsford's State Chapter 70 Education Funding History

| <u>Fiscal Year</u> | <u>Chapter 70 Education \$</u> | <u>\$ Increase</u> | <u>% Increase</u> |
|--------------------|--------------------------------|--------------------|-------------------|
| 2017 | \$10,746,368 | \$273,350 | 2.61% |
| 2018 | \$10,894,328 | \$147,960 | 1.37% |
| 2019 | \$11,047,148 | \$152,820 | 1.40% |
| 2020 | \$11,199,428 | \$152,280 | 1.38% |
| 2021 | \$11,199,428 | \$0 | 0% |
| 2022 | \$11,348,108 | \$148,680 | 1.33% |
| 2023 | \$11,962,155 | \$614,047 | 5.41% |
| 2024 | \$14,141,800 | \$2,179,645 | 18.22% |
| 2025 | \$14,680,624 | \$538,824 | 3.81% |
| 2026 | \$15,450,424 | \$769,800 | 5.24% |
| 2027 (Est.) | \$16,226,674 | \$776,250 | 5.02% |

FY27 Capital Improvements Plan Highlights

The proposed Fiscal Year 2027 capital improvement plan recommends a total of \$6.4M in debt service to finance 20 infrastructure projects. This increases the capital funding level by \$460K (7.7%) over the current fiscal year to responsibly address \$9.2M in capital project requests.

Infrastructure investments include:

- High School Partial Roof Replacement: \$1,000,000
- Adams Library HVAC Partial Replacement: \$850,000
- Byam School Parking Lot Resurfacing: \$700,000
- Police Station HVAC Partial Replacement: \$650,000
- DPW Roadway Improvements: \$425,000
- School Security & Fire Panel Assessment \$400,000
- DPW 10-Wheel Dump Truck: \$375,000
- DPW 6-Wheel Sander: \$350,000
- Facilities Town Offices Elevator: \$325,000

Enterprise Funds

The Town operates its sewer, stormwater, public/educational/governmental access programming, ice rink, and golf course through enterprise funds. These activities are independently funded from their operating revenue. The proposed FY27 enterprise budgets accompany this report. In summary,

- Sewer Enterprise budget increases by \$202K (3.13%) to \$6.67M. The wastewater treatment fee to the Lowell regional wastewater facility decreases by \$100K to \$2.3M.
- Stormwater Enterprise budget increases by \$107K (5.15%) to \$2.18M.
- Public Education Government (PEG) Access budget increases by \$92K (13.45%) to \$777K.
- Forum ice rink enterprise is level-funded at \$65,000.
- Golf Course enterprise is level-funded at \$30,000.

Conclusion

The proposed Fiscal Year 2027 operating budget and capital improvement plan will maintain the Town's service level. Health care premiums, retirement assessment, and labor costs significantly outpace the Town's revenue sources within the property tax constraints of Proposition 2½, state aid, and local receipts. There is no evidence that these fiscal pressures will dissipate soon. Health insurance premiums are expected to increase at double digit amounts in the next few years, the Town's retirement assessment will increase by at least 6.5% in each subsequent fiscal year, and the labor shortage will continue to escalate wages for employees and service providers.

These budgetary challenges are not unique to Chelmsford. Other Massachusetts municipalities are confronting these inflationary cost factors. Governor Healey has filed legislation to maintain Chapter 90 roadway funding, increase local option taxes, and implement reforms to local governmental operations. Hopefully, the Governor and the State Legislature will provide adequate assistance to municipal governments during this critical time.

Thank you for your consideration.

Budget Priorities

- Education
- Public Safety
 - Fire Department
 - Police Department
 - DPW
- Capital Infrastructure
- Public Health and Human Services

FY27 Budget Line-Item Changes

| | | <u>%Chg.</u> |
|--------------------------------|--------------------|----------------|
| • Municipal Administration: | \$ 281,896 | 6.80% |
| • Chelmsford Public Schools: | \$2,500,000 | 3.30% |
| • Nashoba Valley Tech: | \$ 263,302 | 6.50% |
| • Public Safety: | \$ 427,293 | 2.37% |
| • Public Works: | \$ 239,610 | 2.57% |
| • Municipal Facilities: | \$ 150,034 | 5.65% |
| • Cemetery Commission: | \$ 17,355 | 3.72% |
| • Community Services: | \$ 66,753 | 4.01% |
| • Library: | \$ 129,059 | 5.01% |
| • Benefits & Insurance: | \$2,766,664 | 7.68% |
| • Debt Service: | \$ 548,353 | 5.28% |
| • State Assessments & Overlay: | <u>\$ (88,723)</u> | <u>(2.40%)</u> |
| Total: | \$7,301,596* | 4.32% |

* Does not include funding for the unresolved collective bargaining agreement with the firefighters' union.

Revenue Summary

\$176.4M budget

Additional Available Revenue:

| | | |
|------------------|--------------------|-----------------|
| Property Tax: | \$6,032,245 | (4.67%) |
| State Aid: | \$1,101,431 | (4.85%) |
| Local Receipts: | \$631,195 | (4.75%) |
| Available Funds: | <u>(\$520,044)</u> | <u>(12.95%)</u> |
| | \$7,244,827 | 4.28% |

5 Fiscal Year Expenditure Comparison

| | <u>FY22</u> | <u>FY27</u> | <u>\$ Change</u> | <u>%Change</u> |
|----------------------|-------------|-------------|------------------|-----------------|
| Municipal Admin. | \$3.54M | \$4.43M | \$.89M | 2.51% |
| Chelmsford Schools | \$65.00M | \$78.15M | \$13.15M | 20.23% |
| Nashoba Tech | \$3.72M | \$4.32M | \$.60M | 16.13% |
| Public Safety | \$14.81M | \$18.49M | \$3.68M | 24.85% |
| DPW | \$7.36M | \$9.55M | \$2.19M | 29.76% |
| Municipal Facilities | \$2.04M | \$2.81M | \$.77M | 37.75% |
| Cemetery | \$.38M | \$.48M | \$.10M | 26.32% |
| Community Services | \$1.28M | \$1.73M | \$.45M | 35.16% |
| Library | \$2.19M | \$2.71M | \$.52M | 23.74% |
| Benefits & Insurance | \$26.56M | \$38.77M | \$12.21M | 45.97% |
| Debt Service | \$12.56M | \$10.94M | (\$1.62M) | (12.90%) |
| State Amts/Overlay | \$3.67M | \$3.61M | (\$0.06M) | (1.63%) |

10 Fiscal Year Expenditure Comparison

| | <u>FY17</u> | <u>FY27</u> | <u>\$ Change</u> | <u>%Change</u> |
|----------------------|-------------|-------------|------------------|-----------------|
| Municipal Admin. | \$2.99M | \$4.43M | \$1.44M | 48.16% |
| Chelmsford Schools | \$54.55M | \$78.15M | \$23.60M | 43.26% |
| Nashoba Tech | \$2.83M | \$4.32M | \$1.49M | 52.65% |
| Public Safety | \$11.92M | \$18.49M | \$6.57M | 55.12% |
| DPW | \$6.69M | \$9.55M | \$2.86M | 42.75% |
| Municipal Facilities | \$1.58M | \$2.81M | \$1.23M | 77.85% |
| Cemetery | \$.33M | \$.48M | \$.15M | 45.45% |
| Community Services | \$1.05M | \$1.73M | \$.68M | 64.76% |
| Library | \$1.87M | \$2.71M | \$.84M | 44.92% |
| Benefits & Insurance | \$21.56M | \$38.77M | \$17.21M | 79.82% |
| Debt Service | \$14.07M | \$10.94M | (\$3.13M) | (22.25%) |
| State Amts/Overlay | \$3.42M | \$3.61M | \$.19M | 5.56% |

Chelmsford Public Schools Proposed FY27 Budget Line Item

| | | |
|---------------------|---------------------|----------------|
| FY26 Appropriation: | \$75,650,000 | |
| Increase: | <u>\$2,500,000</u> | <u>(3.30%)</u> |
| FY27 Total: | \$78,150,000 | |

School Department Funding Increases

| <u>FY</u> | <u>Amount</u> | <u>Increase</u> | <u>% Increase</u> |
|-----------|---------------|-----------------|-------------------|
| 2018 | \$57,000,000 | \$2,450,000 | 4.49% |
| 2019 | \$59,000,000 | \$2,000,000 | 3.50% |
| 2020 | \$61,000,000 | \$2,000,000 | 3.39% |
| 2021 | \$61,667,000 | \$667,000 | 1.09% |
| 2022 | \$65,000,000 | \$3,333,000 | 5.40% |
| 2023 | \$67,500,000 | \$2,500,000 | 3.85% |
| 2024 | \$70,700,000 | \$3,200,000 | 4.74% |
| 2025 | \$73,880,000 | \$3,180,000 | 4.50% |
| 2026 | \$75,650,000 | \$1,770,000 | 2.40% |
| 2027 | \$78,150,000 | \$2,500,000 | 3.30% |

Chelmsford Public Schools Funding

| | |
|------------------------------------|-----------------------|
| FY07 Net School Spending: | \$47,244,247 |
| FY07 Required School Spending: | <u>\$44,620,168</u> |
| Dollars Over Requirement: | \$2,624,079 (5.88%) |
| | |
| FY25 Net School Spending: | \$88,293,650 |
| FY25 Required Net School Spending: | <u>\$67,143,896</u> |
| Dollars Over Requirement: | \$21,149,754 (31.50%) |
| | |
| FY26 Budgeted Net School Spending: | \$92,168,286 |
| FY26 Required Net School Spending: | <u>\$70,603,389</u> |
| Dollars Over Requirement: | \$21,564,897 (30.54%) |
| | |
| FY27 Required Net School Spending: | \$73,767,263 |

Chelmsford Public Schools Per Pupil Expenditure

FY14: \$12,436

FY15: \$13,289

FY16: \$14,216

FY17: \$14,610

FY18: \$14,954

FY19: \$15,637

FY20: \$15,659

FY21: \$17,193

FY22: \$16,808

FY23: \$17,804

FY24: \$18,641

Chelmsford Public Schools Per Pupil Expenditure

Estimate: \$19,500

180 school days = \$108/school day/pupil

22 student classroom: $\$19,500 \times 22 = \$429,000$

180 school days = \$2,383/school day/classroom

Chelmsford Public Schools Foundation Enrollment & Student/Teacher Ratio

| | <u>Enrollment</u> | <u>Teachers</u> | <u>Student/Teacher Ratio</u> |
|-------|-------------------|-----------------|------------------------------|
| FY15: | 5,056 | 359.5 | 14.1 |
| FY16: | 4,987 | 366.3 | 13.6 |
| FY17: | 4,974 | 365.7 | 13.6 |
| FY18: | 4,994 | 372.6 | 13.4 |
| FY19: | 4,961 | 373.2 | 13.3 |
| FY20: | 5,021 | 369.5 | 13.6 |
| FY21: | 4,826 | 376.9 | 12.8 |
| FY22: | 4,943 | 380.9 | 13.0 |
| FY23: | 5,055 | 382.9 | 13.3 |
| FY24: | 5,130 | 381.7 | 13.4 |
| FY25: | 5,068 | 385.8 | 13.1 |
| FY26: | 5,128 | | |

Chelmsford Public Schools Average Class Size

- FY15: 18.9
- FY16: 18.0
- FY17: 18.1
- FY18: 17.8
- FY19: 18.1
- FY20: 17.7
- FY21: 19.1
- FY22: 17.8
- FY23: 18.0
- FY24: 18.8
- FY25: 18.8

Nashoba Tech FY27 Assessment

| | |
|------------------|--------------------------|
| FY27 Assessment: | \$4,316,932 |
| FY26 Assessment: | <u>\$4,053,630</u> |
| Increase: | \$263,302 (6.50%) |

Nashoba Tech Enrollment

Chelmsford's October 1, 2025 enrollment at Nashoba Tech increased by 6 students to 216. The District's total member enrollment increased by 6 students. Nashoba Tech's member enrollment has increased to 770.

The Town's share of the District member enrollment has decreased from 27.49% to **28.05%**.

The District is scheduled to present its proposed FY27 budget with resulting assessments on Friday, January 30.

Nashoba Tech FY27 Assessment: **\$4.32M**

Estimated Increase of **\$263K (6.50%)**

Chelmsford's Foundation Enrollment at Nashoba Tech

- FY17: 184
- FY18: 191
- FY19: 198
- FY20: 186
- FY21: 201
- FY22: 212
- FY23: 207
- FY24: 212
- FY25: 218
- FY26: 210
- FY26: 216 (October 1, 2025 enrollment basis)

Five Year Increase: 4 students (.19%)

Nashoba Valley Tech. Per Pupil Expenditure

FY14: \$16,165

FY15: \$17,030

FY16: \$18,374

FY17: \$19,477

FY18: \$20,530

FY19: \$21,429

FY20: \$20,362

FY21: \$20,829

FY22: \$21,587

FY23: \$22,459

FY24: \$24,046

The per pupil expenditure today (FY26) likely exceeds \$24,500.

FY27 Nashoba Tech Budget Drivers

- Staffing contractual increases, including step and lane changes
- Special education staffing, services and transportation costs
- Increases in building maintenance and capital projects
- Increases in the cost of technical program material & equipment
- Increases in other vendor contracts and fixed costs

Public Safety – Police

Mission: Maintain the peace, protect life & property:

69 full-time employees:

- 54 sworn officers;

 - 1 animal control officer

 - 9 civilian public safety dispatchers;

 - 3 clerical;

 - 1 mechanic;

 - 1 building custodian;

Chelmsford's ratio of sworn officers per 1,000 residents: 1.89;

National average: 2.4;

Police Department Call Volume Answered by Cruisers

| <u>Year</u> | <u># Calls</u> | <u># FTE</u> | |
|-------------|----------------|--------------|------------------------------|
| 2025 | 37,810 | 69 | Property checks 17,770 (47%) |
| 2024 | 36,638 | 69 | |
| 2023 | 37,393 | 69 | |
| 2022 | 36,763 | 69 | |
| 2021 | 35,240 | 69 | |
| 2020 | 36,979 | 69 | |
| 2019 | 36,746 | 69 | |
| 2018 | 35,096 | 69 | |
| 2017 | 32,144 | 68 | |
| 2016 | 34,062 | 68 | |
| 2015 | 31,951 | 68 | |

Public Safety – Fire

Mission: Emergency response to fire, medical, motor vehicle accident, and other life safety calls; fire prevention.

63.5 full-time employees (level staffing):

- 1 Fire Chief;
- 1 Deputy Fire Chief;
- 7 Captains;
- 52 Firefighters;
- 1.5 clerical;
- 1 mechanic;

At 11 firefighters minimum per shift.

Fire Department Call Volume

Total Number of Calls

| <u>Year</u> | <u># Calls</u> | <u># FTE</u> | |
|-------------|----------------|--------------|----------------------------|
| 2025 | 6,499 | 63.5 | Medical Calls: 4,448 (68%) |
| 2024 | 6,369 | 63.5 | |
| 2023 | 6,363 | 63.5 | |
| 2022 | 6,041 | 63.5 | |
| 2021 | 5,910 | 63.5 | |
| 2020 | 5,475 | 63.5 | |
| 2019 | 6,602 | 63.5 | |
| 2018 | 7,234 | 63.5 | |
| 2017 | 6,605 | 63.5 | |
| 2016 | 6,667 | 63.5 | |
| 2015 | 6,853 | 63.5 | |
| 2014 | 6,622 | 62.5 | |

Employee Compensation

The Town's General Government (Non-School Department) consists of non-union employees and five collective bargaining units. All of the collective bargaining agreements, with the exception of the unresolved firefighters' agreement, will enter into the second year of three-year contracts. The Town's bylaws prohibit the funding of anticipated negotiated contractual amounts. Therefore, the fire department's budget does not include any funding for the unresolved collective bargaining agreement.

Personnel Increase: \$700K

Employee and Retiree Health Insurance

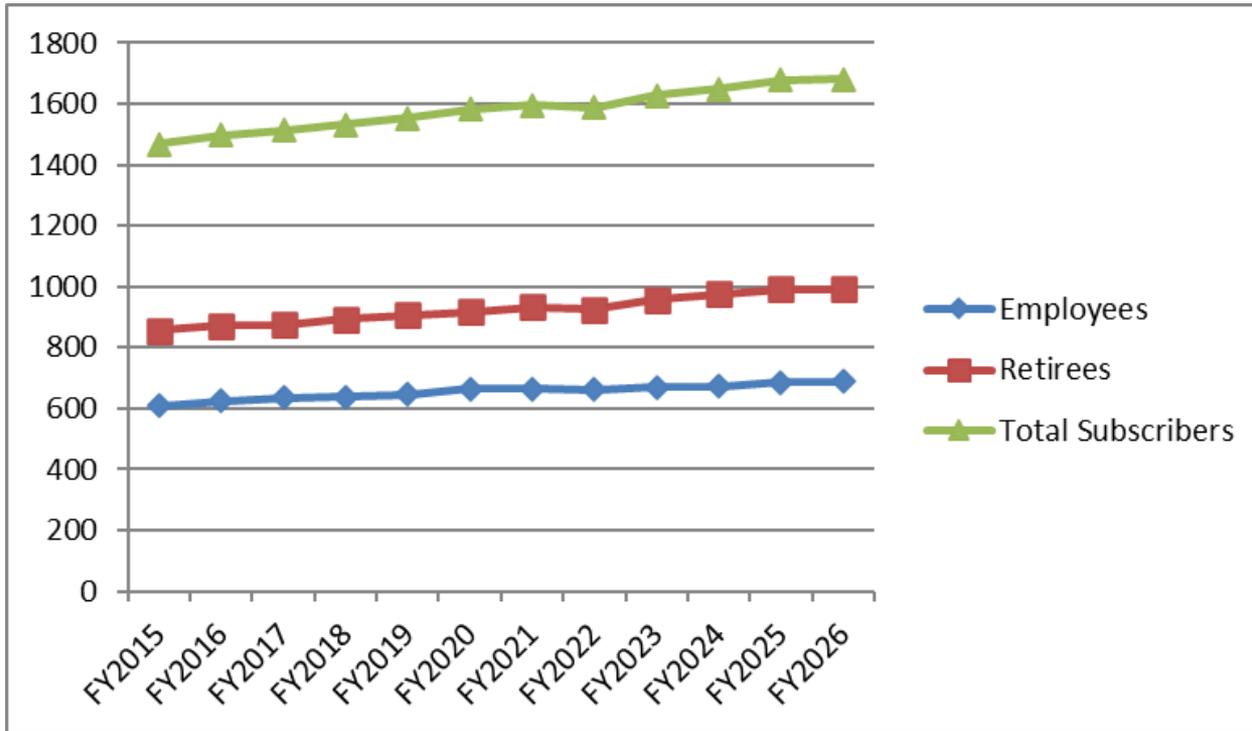
FY27 premiums for the Blue Cross health insurance plans for active employees are projected increased by 7.88%.

The Town's insurance premiums are dependent upon claims experience and enrollment.

The number of insured continues to increase. The Town currently insures approx. 689 employees (School Dept. 467/General Govt 222) and 993 retirees.

Budgeted increase of **\$1.84M**

Health Insurance Subscribers



| FY | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 |
|-----------|------|------|------|------|------|------|------|------|------|------|------|------|
| Employees | 610 | 625 | 636 | 639 | 646 | 665 | 665 | 661 | 670 | 672 | 685 | 689 |
| Retirees | 857 | 873 | 876 | 893 | 907 | 918 | 932 | 926 | 958 | 977 | 990 | 993 |
| Total | 1467 | 1498 | 1512 | 1532 | 1553 | 1583 | 1597 | 1587 | 1628 | 1649 | 1675 | 1682 |

FY2026 data for November 2025

Health Insurance Premium

Fiscal Year 2027 Blue Cross HMO Family Plan projected health insurance premium for active employees:

Total Annual Premium: \$38,100

Town's Share (75%): \$28,575

Middlesex County Retirement Assessment

The Town's FY27 assessment is **\$13,950,650**.

This is an increase of **\$860,206 (6.57%)**.

\$12M of this assessment is to amortize the Town's \$116M unfunded pension liability.

Retirement Assessment History

| Town of Chelmsford | | | | | | | | | |
|---------------------------------|--------------|---|------------|---|-------------------------------|---|------------------|--------------------|------------|
| Middlesex Retirement Assessment | | | | | | | | | |
| 10-Year History & Analysis | | | | | | | | | |
| Fiscal Year | Normal Cost | + | 2002 ERI | + | Payment on Unfunded Liability | = | Total Assessment | Payment Due July 1 | Change |
| 2016 | \$ 1,155,249 | | \$ 298,335 | | \$ 5,778,213 | | \$ 7,231,797 | \$ 7,096,040 | \$ 612,334 |
| 2017 | 1,201,459 | | 298,335 | | 6,196,899 | | 7,696,693 | 7,552,208 | 456,168 |
| 2018 | 1,269,098 | | 297,748 | | 6,403,153 | | 7,969,999 | 7,822,651 | 270,443 |
| 2019 | 1,318,871 | | 297,748 | | 6,869,383 | | 8,486,002 | 8,329,114 | 506,463 |
| 2020 | 1,477,302 | | - | | 7,556,811 | | 9,034,113 | 8,872,242 | 543,128 |
| 2021 | 1,531,438 | | | | 8,153,659 | | 9,685,097 | 9,511,562 | 639,320 |
| 2022 | 1,728,559 | | | | 8,330,179 | | 10,058,738 | 9,883,109 | 371,547 |
| 2023 | 1,791,767 | | | | 8,933,635 | | 10,725,402 | 10,538,132 | 655,023 |
| 2024 | 1,915,464 | | | | 9,615,459 | | 11,530,923 | 11,333,552 | 795,420 |
| 2025 | 1,985,413 | | | | 10,303,077 | | 12,288,490 | 12,078,152 | 744,600 |
| 2026 | 1,981,685 | | | | 11,336,726 | | 13,318,411 | 13,090,444 | 1,012,292 |
| 2027 | \$ 2,054,495 | | | | \$ 12,139,103 | | \$ 14,193,598 | \$ 13,950,650 | \$ 860,206 |

Solid Waste & Recycling Collection and Disposal

- Solid waste collection and recycling collection costs are expected to total \$2.60M. This amounts to an increase of \$126K (5.09%). This maintains one hazardous waste collection event at a cost of \$50K.
- The Town projects to dispose of 17,000 tons of solid waste at the Covanta facility in Haverhill. There is a state and regional shortage of solid waste landfill, trash-to-energy plants, and other solid waste disposal alternatives. Tipping fees are increasing by the Boston CPI to an estimated \$106. The tipping fees/disposal cost for Solid Waste disposal is expected to total \$1.92M. This is an increase of \$22K.

This results is a total increase of **\$147K for collection and disposal.**

Medicare Tax

The estimated Town contribution to Medicare payroll taxes for FY27 is \$1,367,415.

This is an increase of **\$65,115 (5.0%)**.

Debt Service

Standard & Poor's June 11, 2025 credit rating report:

“Manageable debt burden, with plans for additional borrowing”

Excluded Debt Service

The projected FY27 excluded debt service from property taxes increases from \$273K to \$1.16M. This is a result of the fire stations construction project.

This is an increase of **\$885K (324.06%)**.

However, the increase in Proposition 2½ excluded debt does not impact the Town's operating budget.

Excluded Debt Service

| | |
|-------|-------------|
| FY20: | \$4,233,004 |
| FY21: | \$3,650,909 |
| FY22: | \$3,191,315 |
| FY23: | \$2,079,710 |
| FY24: | \$1,679,444 |
| FY25: | \$1,107,250 |
| FY26: | \$273,100 |
| FY27: | \$1,158,100 |

Increase of \$885,000 (324.06%) in FY27

Non-Excluded Debt Service

| | |
|-------|-------------|
| FY20: | \$7,492,663 |
| FY21: | \$7,233,626 |
| FY22: | \$7,040,697 |
| FY23: | \$7,140,974 |
| FY24: | \$7,050,012 |
| FY25: | \$7,090,123 |
| FY26: | \$7,823,140 |
| FY27: | \$8,125,884 |

Increase of \$302,744 (3.87%) in FY27

Town of Chelmsford

Full-Time Equivalent Employees

| <u>General Government</u> | <u>School Department</u> |
|-------------------------------------|--------------------------|
| (without Enterprise Fund Employees) | |
| FY06: 246.9 | 695.0 |
| FY10: 215.6 | 611.1 |
| FY17: 242.9 | 730.8 |
| FY18: 246.0 | 753.5 |
| FY19: 248.3 | 762.3 |
| FY20: 250.4 | 772.8 |
| FY21: 251.4 | 786.8 |
| FY22: 253.8 | 787.4 |
| FY23: 255.0 | 796.4 |
| FY24: 256.5 | 794.2 |
| FY25: 259.5 | 807.8 |
| FY26: 255.5 | 803.6 |
| FY27: 254.5 | 802.6 |

| | | | |
|--------------------|-------------|----------------|--|
| Change since FY06: | 7.6 (3.08%) | 107.6 (15.48%) | |
| Change in 5 years: | .7 (.28%) | 15.2 (1.93%) | |

General Government

Full-Time Equivalent Employees

| | <u>FY06</u> | <u>FY26</u> | <u>FY27</u> |
|---------------------------|-------------|-------------|-------------|
| Executive Office | 4.51 | 5.10 | 5.10 |
| Finance Dept | 14.48 | 14.00 | 14.00 |
| Town Clerk | 3.48 | 4.00 | 4.00 |
| Planning & Development | 3.00 | 3.00 | 3.00 |
| Police Department | 69.25 | 70.00 | 70.00 |
| Fire Department | 59.00 | 63.50 | 63.50 |
| Inspections | 3.98 | 6.32 | 6.32 |
| DPW Engineering | 5.00 | 6.00 | 5.00 |
| DPW Highway | 20.00 | 21.00 | 21.00 |
| DPW Facilities | 0.00 | 17.50 | 17.50 |
| DPW Sewer Enterprise | 10.70 | 13.00 | 14.00 |
| DPW Stormwater Enterprise | 0.00 | 11.00 | 11.00 |
| DPW Parks | 1.50 | 0.00 | 0.00 |
| DPW Public Buildings | 2.00 | 0.50 | 0.50 |
| DPW Recycling/Waste | 0.50 | 0.50 | 0.50 |
| Cemetery | 4.50 | 4.40 | 4.40 |
| Human/Community Services | 6.15 | 9.50 | 9.50 |
| Recreation | 1.25 | 0.00 | 0.00 |
| Health | 3.60 | 5.80 | 5.80 |
| Library | 26.72 | 24.88 | 24.88 |

FY27 Budget Drivers

| | |
|------------------------------|---------------------|
| School Department | \$2,500,000 |
| Health Insurance | \$1,840,000 |
| Excluded Debt Service | \$885,000 |
| Middlesex Retirement | \$860,000 |
| General Govt. Employee Wages | \$700,000 |
| Non-Excluded Debt Service | \$303,000 |
| Nashoba Tech | \$263,000 |
| Solid Waste & Recycling | \$147,000 |
| Medicare Tax | <u>\$65,000</u> |
| Total: | \$7,560,000* |

* Does not include funding for unresolved firefighters' union collective bargaining agreement.

Available FY27 New Revenue Sources

- Property Tax:
 - Allowed 2 ½% Increase: 3,221,731
 - Projected New Growth: 1,900,000
 - Excluded Debt Service: 885,000
 - State Aid Receipts: 1,100,000
 - Local Receipts: 630,000
 - Available Funds: (500,000)
- Total: \$7,300,000

5 Fiscal Year Revenue Comparison

| | <u>FY22</u> | <u>FY27</u> |
|-----------------|----------------------------|----------------------------|
| Property Tax | \$111,899,277 (77.17%) | \$135,138,580 (76.62%) |
| State Aid | \$17,817,585 (12.29%) | \$23,820,808 (13.51%) |
| Local Receipts | \$11,693,514 (8.06%) | \$13,925,000 (7.89%) |
| Available Funds | <u>\$3,587,220</u> (2.47%) | <u>\$3,496,807</u> (1.98%) |
| Total | \$144,997,596 | \$176,381,195 |

Chapter 70 funding: \$11,348,108 in FY22; \$16,226,764 in FY27;
increase of \$4,878,656 (**42.99%**);

Unrestricted General Govt. Aid: \$5,578,245 in FY22; \$6,475,975 in FY27;
increase of \$897,730 (**16.09%**)

10 Fiscal Year Revenue Comparison

| | <u>FY17</u> | <u>FY27</u> |
|-----------------|----------------------------|----------------------------|
| Property Tax | \$94,109,746 (75.61%) | \$135,138,580 (76.62%) |
| State Aid | \$16,599,846 (13.34%) | \$23,820,808 (13.51%) |
| Local Receipts | \$10,484,442 (8.42%) | \$13,925,000 (7.89%) |
| Available Funds | <u>\$3,275,531</u> (2.63%) | <u>\$3,496,807</u> (1.98%) |
| Total | \$124,469,565 | \$176,381,195 |

Chapter 70 funding: \$10,746,368 in FY17; \$16,226,764 in FY27;
increase of \$5,480,396 (**50.10%**);

Unrestricted General Govt. Aid: \$4,880,124 in FY17; \$6,475,975 in FY27;
increase of \$1,595,851 (**32.70%**)

Property Tax Revenue

| | FY2023 | FY2024 | FY2025 | FY2026 | FY2027 |
|-----------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| | <u>Actual</u> | <u>Actual</u> | <u>Actual</u> | <u>Actual</u> | <u>Estimated</u> |
| Base Levy | 110,234,603 | 114,695,046 | 119,071,854 | 123,552,994 | 128,869,227 |
| 2 1/2% Increase | 2,755,865 | 2,867,376 | 2,976,796 | 3,088,825 | 3,221,731 |
| New Growth | <u>1,704,580</u> | <u>1,509,432</u> | <u>1,504,343</u> | <u>2,227,409</u> | <u>1,900,000</u> |
| Total Base Levy | 114,695,046 | 119,071,854 | 123,552,994 | 128,869,227 | 133,990,958 |
| Annual Increase | 4,460,443 | 4,376,808 | 4,481,139 | 5,316,234 | 5,121,731 |

Estimated available FY27 new property tax levy capacity is **\$5.1M.**

FY26 \$9,219 Average Single-Family Property Tax Bill Allocation

| | | |
|----------------------------------|----------|---------|
| Chelmsford Public Schools | \$4,121 | (44.7%) |
| Nashoba Tech | \$221 | (2.4%) |
| Benefits & Insurance | \$ 1,964 | (21.3%) |
| Public Safety | \$986 | (10.7%) |
| Public Works/Facilities/Cemetery | \$682 | (7.4%) |
| Debt Service | \$562 | (6.1%) |
| General Govt. & Human Services | \$313 | (3.4%) |
| State Assessments & Overlay | \$203 | (2.2%) |
| Library | \$138 | (1.5%) |
| Reserve Fund | \$18 | (.2%) |

Property Tax Valuation

| <u>Fiscal Year</u> | <u>Residential Valuation</u> | <u>Commercial Valuation</u> |
|--------------------|------------------------------|-----------------------------|
| 2019 | 82.09% | 17.91% |
| 2020 | 82.63% | 17.37% |
| 2021 | 83.00% | 17.00% |
| 2022 | 83.42% | 16.58% |
| 2023 | 84.56% | 15.44% |
| 2024 | 84.65% | 15.35% |
| 2025 | 84.99% | 15.01% |
| 2026 | 85.29% | 14.71% |

Average Single Family Property Tax Bill

| <u>Fiscal Year</u> | <u>Average Value</u> | <u>Tax Rate</u> | <u>Single Family Tax Bill</u> | <u>State Rank</u> |
|---------------------------------------|----------------------|-----------------|-------------------------------|-------------------|
| 2007 | 396,327 | 12.53 | 4,966 | 61 |
| 2016 | 362,736 | 18.03 | 6,540 | 70 |
| 2017 | 385,733 | 17.92 | 6,912 | 68 |
| 2018 | 399,518 | 17.96 | 7,175 | 66 |
| 2019 | 428,333 | 16.35 | 7,001 | 70 |
| 2020 | 447,553 | 16.45 | 7,362 | 68 |
| 2021 | 470,835 | 15.74 | 7,411 | 72 |
| 2022 | 496,467 | 15.77 | 7,829 | 77 |
| 2023 | 573,061 | 14.37 | 8,235 | 77 |
| 2024 | 628,793 | 13.62 | 8,575 | 78 |
| 2025 | 634,510 | 13.90 | 8,820 | 80 |
| 2026 | 694,695 | 13.27 | 9,219 | 86 |
| 5-year increase = \$1,808 (24.40%) | | | | |
| 10-year increase = \$2,679 (40.96%) | | | | |
| 2.5% compounded over 5 years = 13.14% | | | | |

Property Tax Comparison

| <u>Town</u> | <u>Fiscal Year</u> | <u>Average Single-Family Home Value</u> | <u>Average Single-Family Tax Bill</u> | <u>Per-Capita Income</u> | <u>Tax Bill as % of Income</u> |
|-------------|--------------------|---|---------------------------------------|--------------------------|--------------------------------|
| Billerica | FY24 | 600,018 | 6,774 +\$254 (3.89%) | 46,050 | 14.71% |
| | FY25 | 632,908 | 7,196 +422 (6.23%) | 51,246 | 14.04% |
| | FY26 | 644,586 | 7,484 +288 (4.00%) | 50,638 | 14.78% |
| Chelmsford | FY24 | 628,793 | 8,564 +\$329 (4.00%) | 61,805 | 13.86% |
| | FY25 | 634,510 | 8,820 +\$256 (2.99%) | 66,946 | 13.17% |
| | FY26 | 694,695 | 9,219 +\$399 (4.52%) | 67,479 | 13.66% |
| Dracut | FY24 | 526,154 | 5,498 +\$185 (3.48%) | 39,887 | 13.78% |
| | FY25 | 552,507 | 5,591 +\$93 (1.69%) | 42,616 | 13.12% |
| | FY26 | 593,296 | 5,737 +146 (2.61%) | 42,821 | 13.40% |
| Tewksbury | FY24 | 602,548 | 8,068 +\$269 (3.45%) | 47,985 | 16.81% |
| | FY25 | 629,508 | 8,322 +\$254 (3.15%) | 51,763 | 16.08% |
| | FY26 | 685,343 | 8,608 +\$286 (3.44%) | 52,263 | 16.47% |
| Westford | FY24 | 756,515 | 10,417 +\$297 (2.93%) | 72,500 | 14.37% |
| | FY25 | 796,584 | 10,730 +\$313 (3.00%) | 82,731 | 12.97% |
| | FY26 | 852,122 | 11,171 +\$441 (4.11%) | 81,289 | 13.74% |

State Aid

| | FY2022 | FY2023 | FY2024 | FY2025 | FY2026 | FY2027 |
|----------------------------|---------------|---------------|---------------|---------------|---------------|----------------|
| | <u>ACTUAL</u> | <u>ACTUAL</u> | <u>ACTUAL</u> | <u>ACTUAL</u> | <u>ACTUAL</u> | <u>BUDGET</u> |
| Chapter 70 | 11,348,108 | 11,962,155 | 14,141,800 | 14,680,624 | 15,450,424 | 16,226,674 |
| Charter Tuition Reimb. | 235,724 | 303,661 | 144,980 | 135,773 | 92,664 | 229,138 |
| School Choice Tuition | 263,989 | 252,481 | 290,553 | 401,517 | 409,499 | 355,089 |
| Gen. Government Aid | 5,578,245 | 5,879,470 | 6,067,613 | 6,249,641 | 6,318,387 | 6,475,975 |
| Veterans Benefits | 99,397 | 96,252 | 121,336 | 93,958 | 86,511 | 112,259 |
| Exemptions: Vets, Blind | 222,197 | 214,018 | 191,200 | 172,559 | 253,414 | 309,520 |
| State Owned Land | 6,440 | 8,267 | 9,300 | 9,524 | 9,524 | 9,713 |
| Libraries | <u>63,485</u> | <u>92,863</u> | <u>89,105</u> | <u>99,109</u> | <u>98,954</u> | <u>102,440</u> |
| Total | 17,817,585 | 18,809,167 | 21,055,887 | 21,842,705 | 22,719,377 | 23,820,808 |

\$1.1M increase (4.85%) in FY27 State Estimated Receipts

68% of the Town's State Aid is Chapter 70 education funding

27% of the Town's State Aid is General Government Aid

Local Receipts

| | FY2021 | FY2022 | FY2023 | FY2024 | FY2025 | FY2026 | FY2027 |
|---------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| | <u>ACTUAL</u> | <u>ACTUAL</u> | <u>ACTUAL</u> | <u>ACTUAL</u> | <u>ACTUAL</u> | <u>BUDGET</u> | <u>ESTIMATED</u> |
| Motor Vehicle Excise | 5,359,008 | 5,731,006 | 5,721,313 | 6,153,573 | 6,493,595 | 6,150,000 | 6,700,000 |
| Interest on Late Taxes | 628,088 | 486,161 | 486,345 | 458,257 | 510,641 | 495,000 | 495,000 |
| Payments in Lieu of Taxes | 53,537 | 50,719 | 26,538 | 107,003 | 56,580 | 50,000 | 50,000 |
| Meals Tax - Local | 599,979 | 722,591 | 805,865 | 928,271 | 887,928 | 950,000 | 975,000 |
| Fees | 321,792 | 311,902 | 342,540 | 329,139 | 389,550 | 370,000 | 370,000 |
| Rental Income | 33,973 | 92,250 | 46,550 | 141,862 | 103,789 | 90,000 | 90,000 |
| Dept Revenue - Schools | 310 | 170 | 145 | 140 | 240 | 150 | 150 |
| Dept Revenue - Cemetery | 173,535 | 180,460 | 150,304 | 147,125 | 175,580 | 150,000 | 160,000 |
| Dept Revenue - Other | 234,931 | 181,779 | 302,720 | 238,296 | 233,273 | 195,000 | 230,000 |
| Alcohol & Other Licenses | 186,408 | 230,899 | 211,883 | 210,220 | 224,134 | 220,000 | 225,000 |
| Permits | 3,044,241 | 1,617,158 | 1,383,276 | 3,254,301 | 2,130,304 | 1,704,134 | 1,700,000 |
| Fines & Forfeits | 142,499 | 138,089 | 157,293 | 157,293 | 169,451 | 160,211 | 160,000 |
| Interest on Investments | 91,707 | (46,470) | 513,253 | 1,018,018 | 1,219,975 | 734,500 | 750,000 |
| Medicaid Reimbursement | 522,541 | 409,921 | 325,811 | 377,366 | 369,894 | 365,500 | 365,500 |
| Room/Hotel Tax | 351,400 | 468,208 | 504,229 | 585,258 | 598,438 | 575,000 | 566,075 |
| LRTA | 44,856 | 45,254 | 44,380 | 44,387 | 46,973 | 45,000 | 47,000 |
| Solar Net Metering/Recurr | 999,036 | 902,807 | 1,136,973 | 869,084 | 988,866 | 900,000 | 900,000 |
| IT Contract - Housing Authority | | | | | | 39,310 | 41,275 |
| Misc. Non-Recurring | <u>33,309</u> | <u>170,610</u> | <u>226,465</u> | <u>70,781</u> | <u>143,660</u> | <u>100,000</u> | <u>100,000</u> |
| Total | 12,821,150 | 11,693,514 | 12,385,883 | 15,090,374 | 14,742,871 | 13,293,805 | 13,925,000 |

\$631K (4.75%) increase in estimated Local Receipts.

Available Funds

| | | <u>Change</u> |
|---------------------------------------|-----------------|---------------|
| • Wetlands Protection Act Funding: | \$10,000 | \$0 |
| • Sewer Betterments/Capital Fund: | \$1,652,441 | (\$639,391) |
| • Sewer Enterprise Fund (offset): | \$956,681 | \$95,267 |
| • Childcare Revolving Fund: | \$357,367 | \$26,104 |
| • PEG CATV (offset): | \$95,165 | (\$11,915) |
| • Stormwater Enterprise (offset): | \$414,675 | \$9,891 |
| • Excluded Debt Bond Premium Reserve: | <u>\$10,478</u> | <u>\$0</u> |
| | Total | |
| | \$3,496,807 | (\$520,044) |

Inflation

Boston Consumer Price Index (CPI- U)

| | | |
|------|---|------|
| 2014 | - | 1.6% |
| 2015 | - | .6% |
| 2016 | - | 1.5% |
| 2017 | - | 2.5% |
| 2018 | - | 3.3% |
| 2019 | - | 1.9% |
| 2020 | - | 1.1% |
| 2021 | - | 3.3% |
| 2022 | - | 7.1% |
| 2023 | - | 3.7% |
| 2024 | - | 3.2% |
| 2025 | - | 3.1% |

Higher than traditional inflation level are expected to continue.



FY27 Capital Plan

February 5, 2026

Proposed FY27 Capital Plan

| | |
|------------------------------|--------------------|
| Community Services - Library | \$920,000 |
| Public Safety - Police | \$650,000 |
| Public Safety – Fire | \$185,550 |
| Public Works & Cemetery | \$1,735,000 |
| Public Facilities | \$373,000 |
| School Facilities | <u>\$2,565,340</u> |
| Total: | \$6,428,890 |

Proposed FY27 Capital Plan

Financing Summary

| | |
|-------------------------------|--------------------|
| Total Projects: | \$6,428,890 |
| Less: Other Financing Sources | |
| Recaptured Funds | <u>(\$149,159)</u> |
| Net Amount Borrowed: | \$6,279,731 |

Capital Plan 10-Year History

| <u>Fiscal</u> <u>Year</u> | <u>General</u> <u>Govt.</u> | <u>School</u> <u>Dept.</u> | <u>Total</u> | <u>School</u> <u>%</u> |
|--------------------------------------|--|---------------------------------------|---------------------|-----------------------------------|
| 2017 | 1,736,015 | 1,476,291 | 3,212,306 | 45.96% |
| 2018 | 1,580,684 | 1,728,792 | 3,309,476 | 52.24% |
| 2019 | 1,532,000 | 1,748,571 | 3,280,571 | 53.30% |
| 2020 | 2,411,743 | 1,061,275 | 3,473,018 | 30.56% |
| 2021 | 1,913,450 | 1,892,844 | 3,806,294 | 49.73% |
| 2022 | 2,257,916 | 1,636,058 | 3,893,974 | 42.02% |
| 2023 | 2,155,872 | 1,614,435 | 3,770,307 | 42.80% |
| 2024 | 2,228,102 | 2,159,105 | 4,387,207 | 49.21% |
| 2025 | 3,469,874 | 2,413,528 | 5,883,402 | 41.02% |
| 2026 | 3,201,885 | 2,767,500 | 5,969,385 | 46.36% |
| 2027 | 3,863,550 | 2,565,340 | 6,428,890 | 39.90% |

Deferred Capital Needs

- 9 project requests totaling over \$3.1M were deferred from the FY27 Capital Improvement Plan due to funding limitations:

| <u>Project</u> | <u>Cost</u> |
|---|--------------|
| Library - Adams Roof Replacement | \$ 573,600 |
| DPW - Sidewalk Improvements | \$ 375,000 |
| DPW - Main St. Traffic Improvements -Ph.1 | \$ 500,000 |
| DPW - Turnpike Rd. Sidewalk - Ph. 2 | \$ 1,000,000 |
| DPW - Town Common Walkway -ADA | \$ 130,000 |
| Facilities - Town Offices Restroom Renov. | \$ 290,000 |
| School - Harrington Kitchen Floor | \$ 107,589 |
| School - CHS Locker Room Renov. Study | \$ 30,000 |
| School - CHS Switchgear System Rehab. | \$ 150,000 |
| TOTAL: | \$ 3,156,189 |

Additionally, our updated 5-Year Capital Plan includes **\$65.6M** of project requests over the following 4 fiscal years:

FY2028: \$15,335,713

FY2029: \$17,548,164

FY2030: \$18,497,110

FY2031: \$14,280,064

Public Libraries

Adams HVAC System Replacement \$850,000

- Phase 3
- Current system installed in 2000 and is past its expected useful life
- Frequent equipment failures and repairs
- Library has 150,000 visitors annually & serves as emergency heating/ cooling center



Public Libraries

MacKay ADA Ramp and Building Repairs \$70,000

Scope of work includes:

- ADA ramp replacement & site regrading
- Replacement of rear door & door frame
- Rear wall repairs



Public Safety – Police Station

HVAC System Replacement \$650,000

- Phase 1
- Current system installed in 2002 and is past its expected useful life
- System has experienced equipment failures
- Critical facility operates 24/7



Public Safety – Fire Dept.

Staff Vehicle Replacement \$ 90,150

- Replaces 2013 Ford Fusion Hybrid
- Over 67,394 miles
- Extensive corrosion, replacement of hybrid battery and exhaust system is required
- Proposed replacement will be a hybrid model



Public Safety – Fire Dept.

Staff Vehicle Replacement \$ 95,400

- Replaces 2017 Ford Explorer
- Over 40,074 miles
- Recurring mechanical problems following a collision in 2024.
- Proposed replacement will be a hybrid model



Public Works

Roadway Improvements

\$425,000



Public Works

Sander Truck - 6 Wheel

\$350,000

- Replaces 2007 heavy-duty model with extensive corrosion
- Mileage: over 45,000
- Includes sander, dump body, and snowplow
- Essential for snow and ice removal.



Public Works

Sander & Plow Truck – 10-Wheel \$375,000

- Replaces 2010 heavy-duty model
- Mileage: over 38,000, extensive corrosion
- Includes sander, dump body, and wing plow
- Essential for snow and ice removal.
- 18-month production lead time



Public Works

Sidewalk Snow Removal Equipment
Replacement

\$195,000

- Replaces 2009 unit with 8,000 hours of service
- Essential equipment for Highway Div. to clear snow from over 27 miles of high priority sidewalks
- Avoids expensive repairs and downtime during winter storms



Public Works

Rack Body Truck Replacement \$135,000

- Replaces a 2010 model rack body truck
- New truck will be equipped with a snowplow
- Body and frame have significant corrosion
- Mileage: 77,000



Public Works

Pickup Truck Replacement \$90,000

- Replaces light duty 2012 Chevrolet Colorado with a $\frac{3}{4}$ ton pickup equipped for snowplowing
- Mileage: 89,000
- Provides DPW with greater versatility and assistance during snowplowing operations



Public Works

Cemetery Backhoe Replacement \$165,000

- Replaces 2008 Deere Backhoe
- Essential equipment for excavation, roadway maintenance, and snow removal
- Cemetery Commission will reimburse 50% of cost to the General Fund



Municipal Facilities

Utility Van Replacement \$48,000

- Replaces 2010 utility van used by Facilities Division plumber for town-wide projects
- Mileage: 98,000



Municipal Facilities

Town Offices – Elevator Replacement \$325,000

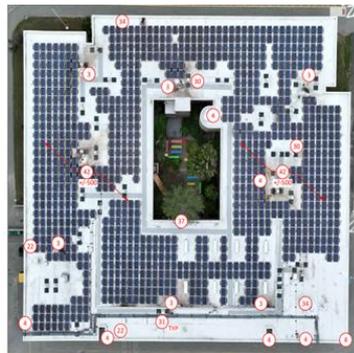
- Existing elevator is over 40 years old
- Provides supplementary funding for additional work required or ventilation, code requirements, and unanticipated building electrical upgrades.



School Facilities

Roof Replacement Study \$100,000

- CHS, Harrington, & McCarthy Schools
- Age of roofs: 19 – 22 years
- Detailed assessment and test cuts will provide accurate information to guide budgeting and prioritization recommendations.



School Facilities

Integrated Emergency Notification System (ENS)
Building Safety & Security Upgrade \$251,490

Byam and South Row Elementary Schools

- Provides an integrated system that replaces obsolete clock, intercom, and public address (PA) systems.



School Facilities

Security System & Fire Alarm Panel Upgrades

\$400,000

Byam and Harrington Elementary Schools

- Replace/ upgrade building intrusion (security) and fire alarm panel systems.
- Provide an assessment with design and cost estimates for replacing the systems in all schools.



School Facilities

Parking Lot Rehabilitation \$700,000

Byam Elementary School

- Pavement and sub-base materials are past end-of-life, requiring frequent repairs.
- Includes paving, granite curb replacement, striping, and ADA improvements.



School Facilities

Bi-Directional Antenna System \$113,850

McCarthy Middle School

- Amplifies portable public safety radio communications for first responders
- Enhances school safety



School Facilities

High School – Partial Roof Replacement \$1,000,000

- Current roof is 19 years old
- Has active leaks
- Section of roof above cafeteria and kitchen area



Capital Budget Process

April 2026: Town Meeting Consideration

June 2026: Municipal Bond Issuance

FY2027 PROPOSED CAPITAL BUDGET

| Function | Department /Location | Project | Expenditure |
|-------------------------------|---------------------------------------|--|--------------------|
| Community Services | <u>Adams Library</u> | HVAC System Replacement - Phase 3 | \$850,000 |
| | <u>MacKay Library</u> | Ramp Repl. & Rear Entrance Repairs | \$70,000 |
| | | | |
| | <i>Community Services Subtotal</i> | | \$920,000 |
| Public Safety | <u>Police</u> | HVAC System Replacement - Phase 1 | \$650,000 |
| | | | |
| | <u>Fire</u> | Staff Vehicle Replacement | \$90,150 |
| | | Staff Vehicle Replacement | \$95,400 |
| <i>Public Safety Subtotal</i> | | \$835,550 | |
| Public Works | <u>Highway</u> | Roadway Improvements | \$425,000 |
| | | 6-Wheel Sander Truck Replacement | \$350,000 |
| | | 10-Wheel Dump Truck Replacement | \$375,000 |
| | | Sidewalk Snow Clearing Equipment | \$195,000 |
| | | Rack Body Truck with Plow Repl. | \$135,000 |
| | | 3/4 Ton Pickup Truck with Plow | \$90,000 |
| | <u>Cemetery</u> | Backhoe Replacement | \$165,000 |
| | <i>Public Works Subtotal</i> | | \$1,735,000 |
| Public Facilities | <u>Municipal Facilities</u> | Utility Van Replacement - Plumbing | \$48,000 |
| | <u>Town Offices</u> | Elevator Replacement - Phase 2 | \$325,000 |
| | <i>Municipal Facilities Subtotal</i> | | \$373,000 |
| | <u>Harrington, McCarthy & CHS</u> | Roof Replacement Study | \$100,000 |
| | <u>Byam & South Row Schools</u> | Emergency Notification System | \$251,490 |
| | <u>Byam & Harrington Schools</u> | Security & Fire Panel Upgrades | \$400,000 |
| | <u>Byam School</u> | Parking Lot Rehabilitation | \$700,000 |
| | <u>McCarthy Middle School</u> | Bi-Directional Antenna | \$113,850 |
| | <u>High School</u> | Roof Replacement - Kitchen & Cafeteria | \$1,000,000 |
| | <i>School Facilities Subtotal</i> | | \$2,565,340 |
| CAPITAL PROJECTS TOTAL | | | \$6,428,890 |

**Town of Chelmsford
FY2027
Town Manager's
Budget Recommendation
February 9, 2026**

REVENUE

| SUMMARY REVENUE | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|----------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|------------|----------|
| LOCAL TAXES | \$111,899,277 | \$115,950,274 | \$120,666,261 | \$124,569,867 | \$129,106,335 | \$135,138,580 | 6,032,245 | 4.67% |
| STATE AID | \$17,817,585 | \$18,809,167 | \$21,055,882 | \$21,842,705 | \$22,719,377 | \$23,820,808 | 1,101,431 | 4.85% |
| AVAILABLE FUNDS | \$9,257,905 | \$7,063,640 | \$6,577,503 | \$8,613,107 | \$8,951,489 | \$3,496,807 | -5,454,682 | -60.94% |
| LOCAL RECEIPTS | <u>\$11,693,514</u> | <u>\$12,368,217</u> | <u>\$15,090,374</u> | <u>\$14,742,870</u> | <u>\$13,293,805</u> | <u>\$13,925,000</u> | 631,195 | 4.75% |
| TOTAL | \$150,668,281 | \$154,191,298 | \$163,390,020 | \$169,768,549 | \$174,071,006 | \$176,381,195 | 2,310,189 | 1.33% |

**Town of Chelmsford
FY2027
Town Manager's
Budget Recommendation
February 9, 2026**

| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|-------------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|------------------|--------------|
| LOCAL TAXES | | | | | | | | |
| Base Factor | \$106,109,294 | \$110,234,601 | \$114,695,046 | \$119,071,854 | \$123,552,993 | \$128,869,227 | 5,316,234 | 4.30% |
| 2 1/2% Increase | \$2,652,732 | \$2,755,865 | \$2,867,376 | \$2,976,796 | \$3,088,825 | \$3,221,731 | 132,906 | 4.30% |
| New Growth | \$1,472,575 | \$1,704,580 | \$1,509,432 | \$1,504,343 | \$2,227,409 | \$1,900,000 | -327,409 | -14.70% |
| Debt Exclusion | \$3,144,834 | \$2,033,907 | \$1,633,640 | \$1,070,584 | \$262,622 | \$1,147,622 | 885,000 | 336.99% |
| Levy Limit | \$113,379,435 | \$116,728,953 | \$120,705,494 | \$124,623,577 | \$129,131,849 | \$135,138,580 | 6,006,731 | 4.65% |
| Levy Used/ Collected | \$111,899,277 | \$115,950,274 | \$120,666,261 | \$124,569,867 | \$129,106,335 | \$135,138,580 | 6,032,245 | 4.67% |
| STATE AID | | | | | | | | |
| Chapter 70 Educational Aid | \$11,348,108 | \$11,962,155 | \$14,141,800 | \$14,680,624 | \$15,450,424 | \$16,226,674 | 776,250 | 5.02% |
| School Choice Rec. Tuition - Offset | \$263,093 | \$252,481 | \$290,553 | \$401,517 | \$409,499 | \$355,089 | -54,410 | -13.29% |
| Charter Tuition Reimbursements | \$235,724 | \$303,661 | \$144,980 | \$135,773 | \$92,664 | \$229,138 | 136,474 | 147.28% |
| Libraries - Offset | \$64,381 | \$92,863 | \$89,105 | \$99,109 | \$98,954 | \$102,440 | 3,486 | 3.52% |
| Veterans Benefit | \$99,397 | \$96,252 | \$121,336 | \$93,958 | \$86,511 | \$112,259 | 25,748 | 29.76% |
| Unrestricted General Government Aid | \$5,578,245 | \$5,879,470 | \$6,067,613 | \$6,249,641 | \$6,318,387 | \$6,475,975 | 157,588 | 2.49% |
| Exemption Reimbursement | \$222,197 | \$214,018 | \$191,200 | \$172,559 | \$253,414 | \$309,520 | 56,106 | 22.14% |
| State Owned Land | \$6,440 | \$8,267 | \$9,295 | \$9,524 | \$9,524 | \$9,713 | 189 | 1.98% |
| TOTAL | \$17,817,585 | \$18,809,167 | \$21,055,882 | \$21,842,705 | \$22,719,377 | \$23,820,808 | 1,101,431 | 4.85% |

**Town of Chelmsford
FY2027
Town Manager's
Budget Recommendation
February 9, 2026**

| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|---|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|-------------------|----------------|
| AVAILABLE FUNDS | | | | | | | | |
| Wetland Protection Act | \$6,000 | \$6,000 | \$6,000 | \$10,000 | \$10,000 | \$10,000 | | |
| Sewer Betterments | | | \$500,000 | \$500,000 | \$500,000 | \$500,000 | | |
| Sewer Capital Improvement Fund | \$2,326,127 | \$2,320,386 | \$1,809,341 | \$1,803,239 | \$1,291,832 | \$652,441 | -639,391 | -49.49% |
| Sewer Construction Stabilization | | | | | \$500,000 | \$500,000 | | |
| Excluded Debt Bond Premium Reserve | \$46,476 | \$45,803 | \$45,803 | \$36,666 | \$10,478 | \$10,478 | | |
| Sewer Enterprise -Offsets | \$668,671 | \$699,589 | \$725,692 | \$774,005 | \$861,414 | \$956,681 | 95,267 | 11.06% |
| Childcare Revolving Fund Benefits | \$174,700 | \$180,815 | \$186,782 | \$197,989 | \$331,263 | \$357,367 | 26,104 | 7.88% |
| PEG CATV Enterprise - Offsets | \$74,651 | \$77,660 | \$80,488 | \$93,617 | \$107,080 | \$95,165 | -11,915 | -11.13% |
| Stormwater Enterprise - Offsets | \$290,595 | \$315,386 | \$336,243 | \$354,774 | \$404,784 | \$414,675 | 9,891 | 2.44% |
| Recaptured Funds/Overlay Surplus Stabilization Fund Free Cash-Prior | | | | | | | | |
| Free Cash-Current | \$5,670,685 | \$3,418,001 | \$2,887,154 | \$4,742,817 | \$4,934,638 | | -4,934,638 | |
| Insurance Recovery | | | | | | | | |
| Budget Transfers (Prior Year) | | | | | | | | |
| Transfer Overlay Surplus | | | | \$100,000 | | | | |
| School Construction | | | | | | | | |
| State & County Overassess | | | | | | | | |
| TOTAL | \$9,257,905 | \$7,063,640 | \$6,577,503 | \$8,613,107 | \$8,951,489 | \$3,496,807 | -5,454,682 | -60.94% |

**Town of Chelmsford
FY2027
Town Manager's
Budget Recommendation
February 9, 2026**

| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|--|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|------------------|--------------|
| LOCAL RECEIPTS | | | | | | | | |
| Motor Vehicle Excise | \$5,731,006 | \$5,721,313 | \$6,153,573 | \$6,493,595 | \$6,150,000 | \$6,700,000 | 550,000 | 8.94% |
| Meals Tax (.75%) | \$722,591 | \$805,865 | \$928,271 | \$887,928 | \$950,000 | \$975,000 | 25,000 | 2.63% |
| Interest-Tax | \$486,161 | \$486,345 | \$458,257 | \$510,641 | \$495,000 | \$495,000 | | |
| Fees | \$311,902 | \$342,540 | \$329,139 | \$389,550 | \$370,000 | \$370,000 | | |
| Rental Income | \$92,250 | \$46,550 | \$141,862 | \$103,789 | \$90,000 | \$90,000 | | |
| Department Revenue- School | \$170 | \$145 | \$140 | \$240 | \$150 | \$150 | | |
| Department Revenue- Cemetery | \$180,460 | \$150,304 | \$147,125 | \$175,580 | \$150,000 | \$160,000 | 10,000 | 6.67% |
| Department Revenue- Other | \$181,779 | \$302,720 | \$238,296 | \$233,273 | \$195,000 | \$230,000 | 35,000 | 17.95% |
| Alcoholic Licenses | \$86,000 | \$88,500 | \$95,700 | \$96,650 | \$100,000 | \$100,000 | | |
| Other Licenses | \$144,899 | \$123,383 | \$114,520 | \$127,484 | \$120,000 | \$125,000 | 5,000 | 4.17% |
| Permits | \$1,617,158 | \$1,383,276 | \$3,254,301 | \$2,130,304 | \$1,704,134 | \$1,700,000 | -4,134 | -0.24% |
| Fines & Forfeits | \$138,089 | \$139,627 | \$157,293 | \$169,451 | \$160,211 | \$160,000 | -211 | -0.13% |
| Investment Income | (\$46,470) | \$513,253 | \$1,018,018 | \$1,219,975 | \$734,500 | \$750,000 | 15,500 | 2.11% |
| Miscellaneous, Medicaid | \$409,921 | \$325,811 | \$377,366 | \$369,894 | \$365,500 | \$365,500 | | |
| Miscellaneous, Payments in Lieu of Tax | \$50,719 | \$26,538 | \$107,003 | \$56,580 | \$50,000 | \$50,000 | | |
| Solar Net Metering | \$902,807 | \$1,136,973 | \$869,084 | \$988,866 | \$900,000 | \$900,000 | | |
| IT Contract - Housing Authority | | | | | \$39,310 | \$41,275 | 1,965 | 5.00% |
| Miscellaneous, Sale of Town Equipment | | | | | | | | |
| Miscellaneous, Sale of Bonds | | | | | | | | |
| Miscellaneous, Sale of Real Estate | | | | | | | | |
| Miscellaneous, Medicare Part D | | | | | | | | |
| Miscellaneous, Non-Recurring | \$170,610 | \$226,465 | \$70,781 | \$143,660 | \$100,000 | \$100,000 | | |
| Miscellaneous, FEMA Reimbursement | | | | | | | | |
| Hotel Tax | \$468,208 | \$504,229 | \$585,258 | \$598,438 | \$575,000 | \$566,075 | -8,925 | -1.55% |
| Lowell Regional Transportation Authority | <u>\$45,254</u> | <u>\$44,380</u> | <u>\$44,387</u> | <u>\$46,973</u> | <u>\$45,000</u> | <u>\$47,000</u> | 2,000 | 4.44% |
| TOTAL | \$11,693,514 | \$12,368,217 | \$15,090,374 | \$14,742,870 | \$13,293,805 | \$13,925,000 | 631,195 | 4.75% |
| <hr/> | | | | | | | | |
| TOTAL REVENUE | \$150,668,281 | \$154,191,298 | \$163,390,020 | \$169,768,549 | \$174,071,006 | \$176,381,195 | 2,310,189 | 1.33% |

**Town of Chelmsford
FY2027
Town Manager's
Budget Recommendation
February 9, 2026**

EXPENDITURES

| SUMMARY | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|--|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| <u>MUNICIPAL ADMINISTRATION</u> | | | | | | | | |
| <i>Personnel Services</i> | \$2,483,551 | \$2,624,315 | \$2,724,563 | \$2,703,125 | \$2,799,647 | \$2,958,410 | 158,763 | 5.67% |
| <i>Expenses</i> | \$1,060,169 | \$1,196,833 | \$1,364,870 | \$1,566,014 | \$1,348,217 | \$1,471,350 | 123,133 | 9.13% |
| <i>Assessor's Legal Services</i> | | | | | | | | |
| TOTAL BUDGET | \$3,543,720 | \$3,821,148 | \$4,089,433 | \$4,269,139 | \$4,147,864 | \$4,429,760 | 281,896 | 6.80% |

**Town of Chelmsford
FY2027
Town Manager's
Budget Recommendation
February 9, 2026**

| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|---------------------------|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| EXECUTIVE OFFICE | | | | | | | | |
| <i>Personnel Services</i> | \$693,831 | \$727,645 | \$720,400 | \$614,248 | \$663,062 | \$689,982 | 26,920 | 4.06% |
| <i>Expenses</i> | \$80,641 | \$97,842 | \$124,748 | \$114,361 | \$89,650 | \$102,914 | 13,264 | 14.80% |
| TOTAL BUDGET | \$774,472 | \$825,487 | \$845,148 | \$728,609 | \$752,712 | \$792,896 | 40,184 | 5.34% |

Personnel

| Position | FY2022 FTE | FY2023 FTE | FY2024 FTE | FY2025 FTE | FY2026 FTE | FY2027 FTE |
|----------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Town Manager | 1 | 1 | 1 | 1 | 1 | 1 |
| Assistant Town Manager | 1 | 1 | 1 | | | |
| Support Services Manager | | | | 1 | 1 | 1 |
| Director of Business Development | 1 | 1 | 1 | 1 | | |
| Assistant to the Town Manager | | | | | | |
| Operations Assistant | | | | 1 | 1 | 1 |
| Senior Administrative Assistant | 1 | 1 | 1 | | | |
| Human Resources Director | 1 | 1 | 1 | 1 | 1 | 1 |
| Benefits Coordinator | | | | 1 | 1 | 1 |
| Municipal Safety Specialist | 1 | 1 | 1 | | | |
| Select Board Meeting Clerk | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 |
| | 6.10 | 6.10 | 6.10 | 6.10 | 5.10 | 5.10 |

**Town of Chelmsford
FY2027
Town Manager's
Budget Recommendation
February 9, 2026**

| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|--------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| SELECT BOARD 011220 | | | | | | | | |
| <i>Personnel Services</i> | | | | | | | | |
| 51100 Elected | | | | | | | | |
| 51110 Full Time | \$69,375 | \$73,642 | \$69,000 | \$78,216 | \$85,454 | \$90,218 | 4,764 | 5.57% |
| Extra Day | | | | | | | | |
| 51120 Part Time | \$1,981 | \$344 | \$992 | \$509 | \$7,500 | | -7,500 | -100.00% |
| 51430 Longevity | | | | | | | | |
| 51510 Vacation Leave | | | | | | | | |
| 51515 PTO - Paid Time Off | \$5,065 | \$5,580 | \$3,081 | \$3,137 | | | | |
| 51520 Holidays | | | | | | | | |
| 51530 Personal Days | | | | | | | | |
| 51570 Funeral Leave | | | | | | | | |
| 51540 Sick Days | | | | | | | | |
| 51000 Total | \$76,421 | \$79,566 | \$73,072 | \$81,862 | \$92,954 | \$90,218 | -2,736 | -2.94% |
| <i>Expenses</i> | | | | | | | | |
| 53410 Telephone | | | | | | | | |
| 53420 Postage | | | | | | | | |
| 53990 Contracted Services | \$16,351 | \$12,679 | \$22,299 | \$9,867 | | | | |
| 54200 Office Supplies | \$402 | \$290 | \$3,127 | \$834 | \$1,000 | \$1,000 | | |
| 54860 Newspaper Advertisements | \$367 | \$609 | \$228 | | \$500 | \$500 | | |
| 57100 In State Travel | | \$821 | | | \$750 | \$750 | | |
| 57310 Dues & Subscriptions | \$3,010 | | | | \$7,500 | \$7,500 | | |
| 57800 Other Charges/Expenses | | \$29 | \$875 | \$658 | | | | |
| 54000 Total | \$20,130 | \$14,426 | \$26,529 | \$11,359 | \$9,750 | \$9,750 | | |
| TOTAL BUDGET | \$96,551 | \$93,992 | \$99,601 | \$93,221 | \$102,704 | \$99,968 | -2,736 | -2.66% |

**Town of Chelmsford
FY2027
Town Manager's
Budget Recommendation
February 9, 2026**

| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|--------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| TOWN MANAGER 011230 | | | | | | | | |
| <i>Personnel Services</i> | | | | | | | | |
| 51110 Full Time | \$393,646 | \$411,933 | \$411,272 | \$327,452 | \$363,529 | \$379,359 | 15,830 | 4.35% |
| 51120 Part Time | | | | \$509 | | | | |
| 51430 Longevity Extra Day | \$7,741 | \$9,532 | \$9,955 | \$10,353 | \$10,768 | \$13,677 | 2,909 | 27.02% |
| 51510 Vacation Leave | | | | | | | | |
| 51515 PTO - Paid Time Off | \$15,633 | \$22,021 | \$30,771 | \$10,407 | | | | |
| 51520 Holidays | | | | | | | | |
| 51540 Sick Days | | | | | | | | |
| 51545 Emergency Sick Leave | \$1,917 | | | | | | | |
| 51570 Funeral Leave | | | | | | | | |
| 51590 Wellness Bonus | | | | | | | | |
| 51000 51000 Total | \$418,937 | \$443,486 | \$451,997 | \$348,721 | \$374,297 | \$393,036 | 18,739 | 5.01% |
| <i>Expenses</i> | | | | | | | | |
| 52470 Computer Maintenance | | | | | | | | |
| 53410 Telephone | \$3,213 | \$3,854 | \$1,290 | \$2,478 | \$3,000 | \$3,000 | | |
| 53420 Postage | \$295 | \$336 | | \$85 | \$300 | \$300 | | |
| 53990 Contract Services | \$16,365 | \$25,317 | \$34,402 | \$29,936 | \$29,000 | \$30,000 | 1,000 | 3.45% |
| 54200 Office Supplies | \$5,640 | \$5,185 | \$2,937 | \$3,259 | \$6,000 | \$6,000 | | |
| 54860 Newspaper Advertisements | \$418 | \$274 | \$167 | \$1 | \$600 | \$600 | | |
| 57100 In State Travel | \$1,866 | \$2,455 | \$2,623 | \$915 | \$2,000 | \$2,000 | | |
| 57120 Expense Allowance | | | \$4,800 | \$7,200 | \$7,200 | \$7,200 | | |
| 57150 Business Development | \$13,914 | \$12,462 | \$15,418 | \$10,000 | | | | |
| 57200 Out of State Travel | | | | | | | | |
| 57310 Dues & Subscriptions | \$10,139 | \$10,496 | \$10,086 | \$11,604 | \$9,000 | \$9,000 | | |
| 57800 Other Charges/Expenses | | | \$12,000 | \$13,529 | \$12,000 | \$12,000 | | |
| 57810 Staff Education | \$460 | \$352 | \$969 | \$155 | \$750 | \$750 | | |
| 58000 Outlay | | | | | | | | |
| 58510 New Equipment | | \$12,555 | \$5,598 | | | | | |
| 54000 Total | \$52,310 | \$73,286 | \$90,290 | \$79,161 | \$69,850 | \$70,850 | 1,000 | 1.43% |
| TOTAL BUDGET | \$471,247 | \$516,771 | \$542,288 | \$427,882 | \$444,147 | \$463,886 | 19,739 | 4.44% |

**Town of Chelmsford
FY2027
Town Manager's
Budget Recommendation
February 9, 2026**

| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|--------------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| <u>HUMAN RESOURCES 011520</u> | | | | | | | | |
| <i>Personnel Services</i> | | | | | | | | |
| 51110 Full Time | \$90,846 | \$97,622 | \$99,419 | \$90,777 | \$195,811 | \$206,728 | 10,917 | 5.58% |
| 51120 Part Time | | | | \$83,145 | | | | |
| 51430 Longevity | \$6,467 | \$6,596 | \$7,056 | | | | | |
| 51120 Part Time | | | \$869 | | | | | |
| 51510 Vacation Leave | | | | | | | | |
| 51515 PTO - Paid Time Off | \$16,946 | \$12,328 | \$32,733 | \$9,743 | | | | |
| 51520 Holidays | | | | | | | | |
| 51000 Total | \$114,259 | \$116,547 | \$140,077 | \$183,665 | \$195,811 | \$206,728 | 10,917 | 5.58% |
| <i>Expenses</i> | | | | | | | | |
| 53410 Telephone | \$219 | \$268 | \$194 | \$280 | | \$250 | 250 | |
| 53420 Postage | \$100 | \$126 | \$132 | | \$600 | \$600 | | |
| 54200 Office Supplies | \$594 | \$709 | \$574 | \$131 | \$750 | \$750 | | |
| 54860 Newspaper Advertisements | | | | | | | | |
| 57100 In State Travel | | \$775 | | | \$850 | \$600 | -250 | -29.41% |
| 57310 Dues & Subscriptions | \$575 | \$500 | \$915 | \$15,890 | \$550 | \$1,114 | 564 | 102.55% |
| 57800 Other Charges/Expenses | | \$136 | | | \$300 | \$12,000 | 11,700 | 3900.00% |
| 57810 Staff Education | | | | | \$2,000 | \$2,000 | | |
| 54000 Total | \$1,488 | \$2,515 | \$1,815 | \$16,301 | \$5,050 | \$17,314 | 12,264 | 242.85% |
| TOTAL BUDGET | \$115,747 | \$119,062 | \$141,892 | \$199,966 | \$200,861 | \$224,042 | 23,181 | 11.54% |

**Town of Chelmsford
FY2027
Town Manager's
Budget Recommendation
February 9, 2026**

| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|---|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| <u>MUNICIPAL WORKPLACE SAFETY 011530</u> | | | | | | | | |
| <i>Personnel Services</i> | | | | | | | | |
| 51110 Full Time | \$76,472 | \$79,952 | \$39,307 | | | | | |
| 51515 PTO - Paid Time Off | \$7,743 | \$8,095 | \$15,946 | | | | | |
| 51000 Total | \$84,214 | \$88,047 | \$55,253 | | | | | |
| <i>Expenses</i> | | | | | | | | |
| 53410 Telephone | | | \$244 | | | | | |
| 54200 Office Supplies | | | | | | | | |
| 57100 In State Travel | \$657 | \$2,270 | | | | | | |
| 57800 Other Charges/Expenses | | | | | | | | |
| 57810 Staff Education | | | | | | | | |
| 54000 Total | \$657 | \$2,270 | \$244 | | | | | |
| TOTAL BUDGET | \$84,872 | \$90,317 | \$55,498 | | | | | |

| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|-------------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| <u>ANNUAL REPORTS 011950</u> | | | | | | | | |
| <i>Expenses</i> | | | | | | | | |
| 54240 Annual Reports | \$6,055 | \$5,345 | \$5,870 | \$7,539 | \$5,000 | \$5,000 | | |
| 57800 Other Charges/Expenses | | | | | | | | |
| 54000 54000 Total | \$6,055 | \$5,345 | \$5,870 | \$7,539 | \$5,000 | \$5,000 | | |
| TOTAL BUDGET | \$6,055 | \$5,345 | \$5,870 | \$7,539 | \$5,000 | \$5,000 | | |

**Town of Chelmsford
FY2027
Town Manager's
Budget Recommendation
February 9, 2026**

| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|---------------|--------------|
| FINANCE DEPARTMENT | | | | | | | | |
| <i>Personnel Services</i> | \$1,267,851 | \$1,320,914 | \$1,411,731 | \$1,459,113 | \$1,494,837 | \$1,570,357 | 75,520 | 5.05% |
| <i>Expenses</i> | \$713,137 | \$749,200 | \$839,136 | \$893,135 | \$841,880 | \$841,880 | | |
| <i>Assess Legal Services</i> | | | | | | | | |
| TOTAL BUDGET | \$1,980,988 | \$2,070,114 | \$2,250,866 | \$2,352,248 | \$2,336,717 | \$2,412,237 | 75,520 | 3.23% |

Personnel

| Position | FY2022 | FY2023 | FY2024 | FY2025 | FY2026 | FY2027 |
|--|--------|--------|--------|--------|--------|--------|
| | FTE | FTE | FTE | FTE | FTE | FTE |
| <u>Treasurer/Collection Divisions</u> | | | | | | |
| Finance Director/Treasurer/Collector | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Assistant Treasurer | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Assistant Collector | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Treasury Clerk | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| <u>Assessing Division</u> | | | | | | |
| Chief Assessor | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Assistant Assessor | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Assistant to the Assessor | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Principal Clerk | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| <u>Accounting Division</u> | | | | | | |
| Town Accountant | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Assistant Town Accountant | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Principal Clerk | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Payroll Coordinator/Administrator | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| <u>Information Technology Division</u> | | | | | | |
| Technology Director | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Network Manager | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| | 14.00 | 14.00 | 14.00 | 14.00 | 14.00 | 14.00 |

**Town of Chelmsford
FY2027
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February 9, 2026**

| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|-------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|---------------|--------------|
| TREASURER 011450 | | | | | | | | |
| <i>Personnel Services</i> | | | | | | | | |
| 51110 Full Time | \$320,820 | \$323,491 | \$378,324 | \$386,216 | \$432,995 | \$454,152 | 21,157 | 4.89% |
| 51120 Part Time | \$3,938 | \$5,607 | | | | | | |
| 51310 Overtime extra day | | | | | | | | |
| 51430 Longevity | \$12,422 | \$14,899 | \$13,648 | \$14,942 | \$15,613 | \$20,886 | 5,273 | 33.77% |
| 51510 Vacation Leave | | | | | | | | |
| 51515 PTO - Paid Time Off | \$36,978 | \$48,514 | \$43,860 | \$28,519 | | | | |
| 51520 Holidays | \$233 | \$195 | | | | | | |
| 51540 Sick Days | | | | | | | | |
| 51545 Emergency Sick Leave | \$2,407 | | | | | | | |
| 51570 Funeral Leave | | | | | | | | |
| 51590 Wellness Bonus | | | | | | | | |
| 51000 Total | \$376,797 | \$392,705 | \$435,832 | \$429,676 | \$448,608 | \$475,038 | 26,430 | 5.89% |
| <i>Expenses</i> | | | | | | | | |
| 52470 Computer Maintenance | | | | | | | | |
| 53040 Legal Services | \$11,832 | \$14,933 | \$15,000 | \$14,982 | \$15,000 | \$15,000 | | |
| 53041 Tax Title- Other | \$37,940 | \$34,373 | \$35,000 | \$35,002 | \$35,000 | \$35,000 | | |
| 53080 Surety Bond | \$1,913 | \$1,913 | \$2,113 | \$2,013 | \$2,000 | \$2,000 | | |
| 53410 Telephone | \$860 | \$787 | \$727 | \$835 | \$800 | \$800 | | |
| 53420 Postage | \$15,000 | \$14,457 | \$15,013 | \$16,910 | \$17,000 | \$19,000 | 2,000 | 11.76% |
| 53990 Contract Services | \$140,800 | \$146,862 | \$148,780 | \$152,635 | \$154,600 | \$157,600 | 3,000 | 1.94% |
| 54200 Office Supplies | \$4,265 | \$4,402 | \$4,098 | \$4,335 | \$4,500 | \$4,500 | | |
| 54860 Newspaper Advertisement | | | | | | | | |
| 57100 In State Travel | | \$315 | \$250 | \$119 | \$400 | \$400 | | |
| 57200 Out of State Travel | | | | | | | | |
| 57310 Dues & Subscriptions | \$620 | \$495 | \$420 | \$420 | \$550 | \$550 | | |
| 58000 Outlay | | | | | | | | |
| 54000 Total | \$213,229 | \$218,537 | \$221,401 | \$227,251 | \$229,850 | \$234,850 | 5,000 | 2.18% |
| TOTAL BUDGET | \$590,025 | \$611,242 | \$657,233 | \$656,927 | \$678,458 | \$709,888 | 31,430 | 4.63% |

**Town of Chelmsford
FY2027
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Budget Recommendation
February 9, 2026**

| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|--------------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|---------------|--------------|
| INFORMATION TECHNOLOGY 011550 | | | | | | | | |
| <i>Personnel Services</i> | | | | | | | | |
| 51110 Full Time | \$201,815 | \$210,852 | \$228,194 | \$227,619 | \$266,600 | \$274,991 | 8,391 | 3.15% |
| 51120 Part Time | \$50 | | | \$200 | | | | |
| 51430 Longevity extra day | \$5,176 | \$5,573 | \$9,573 | \$11,003 | \$11,280 | \$11,618 | 338 | 3.00% |
| 51510 Vacation Leave | | | | | | | | |
| 51515 PTO - Paid Time Off | \$18,383 | \$24,906 | \$21,270 | \$31,575 | | | | |
| 51520 Holidays | | | | | | | | |
| 51530 Personal Days | | | | | | | | |
| 51540 Sick Days | | | | | | | | |
| 51590 Wellness Bonus | | | | | | | | |
| 51000 Total | \$225,424 | \$241,331 | \$259,037 | \$270,397 | \$277,880 | \$286,609 | 8,729 | 3.14% |
| <i>Expenses</i> | | | | | | | | |
| 52470 Computer Maintenance | \$154,299 | \$162,615 | \$210,076 | \$199,722 | \$189,000 | \$191,000 | 2,000 | 1.06% |
| 53410 Telephone | \$70,634 | \$27,202 | \$19,953 | \$21,930 | \$29,600 | \$29,600 | | |
| 53420 Postage | | | | | | | | |
| 53990 Contracted Services | \$53,277 | \$118,141 | \$105,922 | \$120,672 | \$111,500 | \$117,500 | 6,000 | 5.38% |
| 54200 Office Supplies | | | | | | | | |
| 57100 In State Travel | \$652 | \$1,190 | \$1,220 | \$1,000 | \$1,000 | \$1,000 | | |
| 57310 Dues & Subscriptions | | | | | | | | |
| 58000 Outlay | | \$2,685 | | \$4,000 | \$4,000 | \$4,000 | | |
| 58545 Fiber Line | \$9,372 | \$1,556 | \$6,429 | \$10,000 | \$10,000 | \$10,000 | | |
| 54000 Total | \$288,233 | \$313,389 | \$343,600 | \$357,323 | \$345,100 | \$353,100 | 8,000 | 2.32% |
| TOTAL BUDGET | \$513,657 | \$554,720 | \$602,637 | \$627,719 | \$622,980 | \$639,709 | 16,729 | 2.69% |

**Town of Chelmsford
FY2027
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Budget Recommendation
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| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| ASSESSORS 011410 | | | | | | | | |
| <i>Personnel Services</i> | | | | | | | | |
| 51110 Full Time | \$261,913 | \$254,752 | \$237,707 | \$306,033 | \$341,709 | \$361,069 | 19,360 | 5.67% |
| 51120 Part Time | | | | | | | | |
| 51430 Longevity extra day | \$6,901 | \$7,039 | \$8,253 | \$980 | | | | |
| 51510 Vacation Leave | | | | | | | | |
| 51515 PTO - Paid Time Off | \$33,366 | \$50,109 | \$32,239 | \$28,528 | | | | |
| 51520 Holidays | | | \$1,843 | | | | | |
| 51530 Personal Days | | | | | | | | |
| 51540 Sick Days | | | \$40,360 | \$3,665 | | | | |
| 51570 Funeral Leave | | | | | | | | |
| 51590 Wellness Bonus | | | | | | | | |
| 51000 Total | \$302,181 | \$311,900 | \$320,402 | \$339,206 | \$341,709 | \$361,069 | 19,360 | 5.67% |
| <i>Expenses</i> | | | | | | | | |
| 52470 Computer Maintenance | | | | | | | | |
| 53120 Revaluation Update | \$82,486 | \$52,968 | \$104,871 | \$146,847 | \$90,000 | \$75,000 | -15,000 | -16.67% |
| 53410 Telephone | \$219 | \$251 | \$212 | \$260 | \$300 | \$300 | | |
| 53420 Postage | | \$189 | | | \$200 | \$200 | | |
| 53440 Mapping | \$2,000 | \$1,500 | \$1,239 | \$1,239 | \$2,000 | \$2,000 | | |
| 53990 Contracted Services | \$28,450 | \$45,023 | \$47,706 | \$35,538 | \$45,000 | \$45,000 | | |
| 54200 Office Supplies | \$1,067 | \$5,138 | \$2,063 | \$3,727 | \$2,500 | \$2,500 | | |
| 54420 Deeds | | | | | | | | |
| 54440 Tax Bills | \$41,607 | \$49,000 | \$50,999 | \$52,842 | \$53,000 | \$55,000 | 2,000 | 3.77% |
| 57100 In State Travel | \$31 | \$131 | \$70 | \$174 | \$100 | \$100 | | |
| 57310 Dues & Subscriptions | \$205 | \$290 | \$957 | \$679 | \$2,000 | \$1,000 | -1,000 | -50.00% |
| 57810 Staff Education | \$70 | \$705 | \$582 | \$358 | \$2,000 | \$1,000 | -1,000 | -50.00% |
| 54000 Total | \$156,134 | \$155,195 | \$208,700 | \$241,664 | \$197,100 | \$182,100 | -15,000 | -7.61% |
| <i>Legal Services</i> | | | | | | | | |
| 53040 Legal Services | | | | | | | | |
| TOTAL BUDGET | \$458,314 | \$467,095 | \$529,102 | \$580,870 | \$538,809 | \$543,169 | 4,360 | 0.81% |

**Town of Chelmsford
FY2027
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Budget Recommendation
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| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|--------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| ACCOUNTING 011350 | | | | | | | | |
| <i>Personnel Services</i> | | | | | | | | |
| 51110 Full Time | \$294,186 | \$299,784 | \$325,043 | \$347,575 | \$411,029 | \$431,311 | 20,282 | 4.93% |
| 51120 Part Time | \$19,577 | \$16,984 | \$11,941 | \$11,347 | | | | |
| 51310 Overtime | \$17 | \$151 | | | | | | |
| 51430 Longevity | \$12,252 | \$12,773 | \$14,273 | \$14,951 | \$15,611 | \$16,330 | 719 | 4.61% |
| 51510 Vacation Leave | | | | | | | | |
| 51515 PTO - Paid Time Off | \$36,688 | \$45,287 | \$45,202 | \$45,961 | | | | |
| 51520 Holidays | | | | | | | | |
| 51540 Sick Days | | | | | | | | |
| 51545 Emergency Sick Leave | \$731 | | | | | | | |
| 51570 Funeral Leave | | | | | | | | |
| 51590 Wellness Bonus | | | | | | | | |
| 51000 Total | \$363,450 | \$374,978 | \$396,459 | \$419,834 | \$426,640 | \$447,641 | 21,001 | 4.92% |
| <i>Expenses</i> | | | | | | | | |
| 53410 Telephone | \$927 | \$1,305 | \$936 | \$1,580 | \$1,630 | \$1,630 | | |
| 52470 Computer Maintenance | | | | | | | | |
| 53990 Contracted Sevices | | | | | | | | |
| 54200 Office Supplies | \$1,982 | \$2,059 | \$2,315 | \$1,835 | \$1,000 | \$1,000 | | |
| 54860 Newspaper Advertisements | | | | | | | | |
| 57100 In State Travel | | | | | \$100 | \$100 | | |
| 57200 Out of State Travel | | | | | | | | |
| 57310 Dues & Subscriptions | \$80 | \$80 | \$80 | \$80 | \$100 | \$100 | | |
| 57810 Staff Education | \$1,728 | \$2,036 | \$2,504 | \$1,753 | \$2,000 | \$2,000 | | |
| 53060 Special Audit | | | | | | | | |
| Financial Audit | \$46,500 | \$52,000 | \$55,000 | \$56,750 | \$60,000 | \$62,000 | 2,000 | 3.33% |
| GASB 45 Actuarial Update | \$4,325 | \$4,600 | \$4,600 | \$4,900 | \$5,000 | \$5,000 | | |
| 58000 Outlay | | | | | | | | |
| 58510 New Equipment | | | | | | | | |
| 54000 Total | \$55,542 | \$62,080 | \$65,435 | \$66,898 | \$69,830 | \$71,830 | 2,000 | 2.86% |
| TOTAL BUDGET | \$418,992 | \$437,058 | \$461,894 | \$486,732 | \$496,470 | \$519,471 | 23,001 | 4.63% |

**Town of Chelmsford
FY2027
Town Manager's
Budget Recommendation
February 9, 2026**

| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|---------------------------|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| TOWN CLERK 011610 | | | | | | | | |
| <i>Personnel Services</i> | \$298,709 | \$330,524 | \$337,886 | \$360,632 | \$365,867 | \$410,568 | 44,701 | 12.22% |
| <i>Expenses</i> | \$110,513 | \$162,066 | \$177,603 | \$219,859 | \$159,600 | \$218,000 | 58,400 | 36.59% |
| TOTAL BUDGET | \$409,222 | \$492,590 | \$515,489 | \$580,490 | \$525,467 | \$628,568 | 103,101 | 19.62% |

Personnel

| Position | FY2022 FTE | FY2023 FTE | FY2024 FTE | FY2025 FTE | FY2026 FTE | FY2027 FTE |
|--------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Town Clerk | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Asst. Town Clerk | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Special Services Coordinator | | | 1.00 | 1.00 | 1.00 | 1.00 |
| Dept. Support Coordinator | | | 1.00 | 1.00 | 1.00 | 1.00 |
| Principal Clerk | 1.00 | 1.00 | | | | |
| Voter Registration Coordinator | 1.00 | 1.00 | | | | |
| | 4.00 | 4.00 | 4.00 | 4.00 | 4.00 | 4.00 |

**Town of Chelmsford
FY2027
Town Manager's
Budget Recommendation
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| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|--|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| TOWN CLERK/REGISTRARS 011610 | | | | | | | | |
| <i>Personnel Services</i> | | | | | | | | |
| 51110 Full Time | \$249,536 | \$267,989 | \$274,478 | \$296,314 | \$339,315 | \$356,595 | 17,280 | 5.09% |
| 51120 Part Time | \$3,588 | \$8,626 | \$1,631 | \$1,108 | | \$12,000 | 12,000 | |
| 51225 Registrars -part time Extra Day | | | | | | | | |
| 51310 Overtime | \$2,609 | \$8,643 | \$16,330 | \$24,829 | \$4,000 | \$9,000 | 5,000 | 125.00% |
| 51430 Longevity | \$6,564 | \$7,720 | \$5,235 | \$5,391 | \$7,552 | \$7,973 | 421 | 5.57% |
| 51510 Vacation Leave | | | | | | | | |
| 51515 PTO - Paid Time Off | \$27,554 | \$31,996 | \$33,220 | \$27,684 | | | | |
| 51520 Holidays | | | | | | | | |
| 51540 Sick Days | | | | | | | | |
| 51545 Emergency Sick Leave | \$2,310 | | | | | | | |
| 51570 Funeral Leave | | | | | | | | |
| 51590 Wellness Bonus | | | | | | | | |
| 51000 Total | \$292,161 | \$324,974 | \$330,895 | \$355,326 | \$350,867 | \$385,568 | 34,701 | 9.89% |
| <i>Expenses</i> | | | | | | | | |
| 52460 Equipment Repair | | \$135 | \$180 | \$190 | \$500 | \$500 | | |
| 53090 Census | | | | | | | | |
| 53320 Resident Books | | | | | | | | |
| 53410 Telephone | | | | | | | | |
| 53420 Postage | \$3,173 | \$5,708 | \$3,199 | \$3,481 | \$6,000 | \$6,000 | | |
| 53990 Contracted Services | \$11,512 | \$15,714 | \$12,060 | \$13,596 | \$18,000 | \$18,000 | | |
| 54200 Office Supplies | \$3,345 | \$3,173 | \$2,949 | \$3,259 | \$4,000 | \$4,000 | | |
| 53330 Vital Records Preservation | \$52 | | \$1,773 | \$922 | \$7,500 | \$7,500 | | |
| 57100 In State Travel | \$41 | | | \$330 | | | | |
| 57110 Mileage | | | | | | | | |
| 57200 Out of State Travel | | | | | | | | |
| 57310 Dues & Subscriptions | \$665 | \$700 | \$975 | \$785 | \$1,000 | \$1,000 | | |
| 57810 Staff Education | \$3,662 | \$5,194 | \$5,002 | \$6,974 | \$6,000 | \$6,000 | | |
| 54000 Total | \$22,450 | \$30,624 | \$26,138 | \$29,537 | \$43,000 | \$43,000 | | |
| TOTAL BUDGET | \$314,611 | \$355,598 | \$357,033 | \$384,863 | \$393,867 | \$428,568 | 34,701 | 8.81% |

**Town of Chelmsford
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| ELECTIONS 011620 | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| <i>Personnel Services</i> | | | | | | | | |
| 51110 Full Time | | | | | | | | |
| 51120 Part Time | | | \$336 | \$3,056 | \$6,000 | \$6,000 | | |
| 51225 Registrars -part time | \$3,000 | \$2,250 | \$2,125 | \$2,250 | \$3,000 | \$3,000 | | |
| 51310 Overtime | \$3,548 | \$3,300 | \$4,529 | | \$6,000 | \$16,000 | 10,000 | 166.67% |
| 51000 Total | \$6,548 | \$5,550 | \$6,990 | \$5,306 | \$15,000 | \$25,000 | 10,000 | 66.67% |
| <i>Expenses</i> | | | | | | | | |
| 53090 Census | \$14,755 | \$19,072 | \$16,278 | \$19,549 | \$20,000 | \$27,000 | 7,000 | 35.00% |
| 53320 Annual Street List | \$933 | \$1,412 | \$1,504 | \$1,871 | \$1,600 | \$2,000 | 400 | 25.00% |
| 53420 Postage | \$7,068 | \$7,500 | \$29,620 | \$31,404 | \$10,000 | \$34,000 | 24,000 | 240.00% |
| 53990 Contract Services | \$64,781 | \$103,171 | \$103,707 | \$109,999 | \$85,000 | \$112,000 | 27,000 | 31.76% |
| 53960 Special Election | | | | | | | | |
| 57800 Other Charges/Expenses | \$525 | \$288 | \$356 | | | | | |
| 58000 Capital Outlay | | | | \$27,500 | | | | |
| 54000 Total | \$88,063 | \$131,442 | \$151,466 | \$190,322 | \$116,600 | \$175,000 | 58,400 | 50.09% |
| TOTAL BUDGET | \$94,612 | \$136,992 | \$158,456 | \$195,627 | \$131,600 | \$200,000 | 68,400 | 51.98% |

**Town of Chelmsford
FY2027
Town Manager's
Budget Recommendation
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| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|-------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| ADMINISTRATIVE SUPPORT | | | | | | | | |
| <i>Personnel Services</i> | \$2,872 | \$3,041 | \$2,965 | \$3,353 | \$3,600 | \$3,600 | | |
| <i>Expenses</i> | \$118,793 | \$152,468 | \$186,884 | \$272,590 | \$200,515 | \$250,515 | 50,000 | 24.94% |
| TOTAL BUDGET | \$121,665 | \$155,509 | \$189,849 | \$275,942 | \$204,115 | \$254,115 | 50,000 | 24.50% |

**Town of Chelmsford
FY2027
Town Manager's
Budget Recommendation
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| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|---------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| FINANCE COMMITTEE 011310 | | | | | | | | |
| <i>Personnel Services</i> | | | | | | | | |
| 51120 Part Time | \$2,722 | \$2,791 | \$2,765 | \$3,103 | \$3,300 | \$3,300 | | |
| 51000 Total | \$2,722 | \$2,791 | \$2,765 | \$3,103 | \$3,300 | \$3,300 | | |
| <i>Expenses</i> | | | | | | | | |
| 54200 Office Supplies | | | | | \$75 | \$75 | | |
| 57310 Dues & Subscriptions | \$345 | \$407 | \$363 | \$374 | \$350 | \$350 | | |
| 57800 Other Charges/Expenses | | | | | | | | |
| 54000 Total | \$345 | \$407 | \$363 | \$374 | \$425 | \$425 | | |
| TOTAL BUDGET | \$3,067 | \$3,198 | \$3,128 | \$3,477 | \$3,725 | \$3,725 | | |

| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| MODERATOR 011140 | | | | | | | | |
| <i>Personnel Services</i> | | | | | | | | |
| 51120 Part Time | | | | | | | | |
| 57800 Other Charges/Expenses | | | | | \$90 | \$90 | | |
| TOTAL BUDGET | | | | | \$90 | \$90 | | |

**Town of Chelmsford
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| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|-------------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| <u>LAW DEPARTMENT 011510</u> | | | | | | | | |
| <i>Personnel Services</i> | | | | | | | | |
| 51000 Total | | | | | | | | |
| <i>Expenses</i> | | | | | | | | |
| 53040 Legal Services | \$118,448 | \$150,618 | \$174,721 | \$272,216 | \$200,000 | \$250,000 | 50,000 | 25.00% |
| 57800 Other Charges/Expenses | | \$1,443 | \$11,800 | | | | | |
| 54000 Total | \$118,448 | \$152,061 | \$186,521 | \$272,216 | \$200,000 | \$250,000 | 50,000 | 25.00% |
| TOTAL BUDGET | \$118,448 | \$152,061 | \$186,521 | \$272,216 | \$200,000 | \$250,000 | 50,000 | 25.00% |

| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|--------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| <u>CONSTABLE 011500</u> | | | | | | | | |
| <i>Personnel Services</i> | | | | | | | | |
| 51120 Part Time | \$150 | \$250 | \$200 | \$250 | \$300 | \$300 | | |
| TOTAL BUDGET | \$150 | \$250 | \$200 | \$250 | \$300 | \$300 | | |

**Town of Chelmsford
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| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|-----------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| PLANNING & DEVELOPMENT | | | | | | | | |
| <i>Personnel Services</i> | \$220,287 | \$242,191 | \$251,582 | \$265,779 | \$272,281 | \$283,903 | 11,622 | 4.27% |
| <i>Expenses</i> | \$37,084 | \$35,257 | \$36,499 | \$66,071 | \$56,572 | \$58,041 | 1,469 | 2.60% |
| TOTAL BUDGET | \$257,372 | \$277,448 | \$288,080 | \$331,849 | \$328,853 | \$341,944 | 13,091 | 3.98% |

Personnel

| | FY2022 | FY2023 | FY2024 | FY2025 | FY2026 | FY2027 |
|---------------------------------------|--------|--------|--------|--------|--------|--------|
| Position | FTE | FTE | FTE | FTE | FTE | FTE |
| Conservation Officer | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| F.T. Clerk (Planning Board/Com. Dev.) | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Community Dev. Director | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| | 3.00 | 3.00 | 3.00 | 3.00 | 3.00 | 3.00 |

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| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|-------------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|--------------|--------------|
| COMMUNITY DEVELOPMENT 011745 | | | | | | | | |
| <i>Personnel Services</i> | | | | | | | | |
| 51110 Full Time | \$106,330 | \$112,172 | \$113,550 | \$113,508 | \$129,003 | \$132,873 | 3,870 | 3.00% |
| 51120 Part Time | \$91 | | | | | | | |
| 51430 Longevity | \$3,451 | \$5,096 | \$5,391 | \$5,664 | \$5,806 | \$5,979 | 173 | 2.98% |
| 51510 Vacation Leave | | | | | | | | |
| 51515 PTO - Paid Time Off | \$8,695 | \$5,157 | \$6,262 | \$12,347 | | | | |
| 51520 Holidays | | | | | | | | |
| 51530 Personal Days | | | | | | | | |
| 51540 Sick Days | | | | | | | | |
| 51590 Wellness Bonus | | | | | | | | |
| 51000 Total | \$118,567 | \$122,425 | \$125,203 | \$131,519 | \$134,809 | \$138,852 | 4,043 | 3.00% |
| <i>Expenses</i> | | | | | | | | |
| 53180 Engineering/GIS | \$4,292 | \$6,538 | | \$5,500 | \$5,500 | \$5,500 | | |
| 53410 Telephone | | | | | \$300 | \$300 | | |
| 53420 Postage | | | | \$373 | \$400 | \$400 | | |
| 53990 Contracted Services | \$6,421 | \$4,706 | \$6,278 | \$10,000 | \$10,000 | \$10,000 | | |
| 54200 Office Supplies | \$4,359 | \$2,825 | \$5,392 | \$3,627 | \$3,300 | \$3,300 | | |
| 57100 Mileage Reimbursement | | | | \$500 | \$500 | \$500 | | |
| 57310 Dues & Subscriptions | | | | | | | | |
| 54000 Total | \$15,072 | \$14,068 | \$11,670 | \$20,000 | \$20,000 | \$20,000 | | |
| TOTAL BUDGET | \$133,639 | \$136,494 | \$136,873 | \$151,519 | \$154,809 | \$158,852 | 4,043 | 2.61% |

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| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|--------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| NMCOG ASSESSMENT 011740 | | | | | | | | |
| <i>Expenses</i> | | | | | | | | |
| 56040 NMCOG Assessment | \$11,231 | \$12,395 | \$12,705 | \$13,594 | \$14,682 | \$16,151 | 1,469 | 10.01% |
| TOTAL BUDGET | \$11,231 | \$12,395 | \$12,705 | \$13,594 | \$14,682 | \$16,151 | 1,469 | 10.01% |

| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|---------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| HISTORIC DISTRICT 011780 | | | | | | | | |
| <i>Personnel Services</i> | | | | | | | | |
| 51120 Part Time | \$582 | \$1,727 | \$1,302 | \$1,371 | \$1,500 | \$1,500 | | |
| 51000 Total | \$582 | \$1,727 | \$1,302 | \$1,371 | \$1,500 | \$1,500 | | |
| <i>Expenses</i> | | | | | | | | |
| 53420 Postage | | | | | \$75 | \$75 | | |
| 54200 Office Supplies | | | | | \$25 | \$25 | | |
| 57800 Other Charges/Expenses | | | | | | | | |
| 54000 Total | | | | | \$100 | \$100 | | |
| TOTAL BUDGET | \$582 | \$1,727 | \$1,302 | \$1,371 | \$1,600 | \$1,600 | | |

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| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|--|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| COMMISSION ON DISABILITIES 011790 | | | | | | | | |
| <i>Personnel Services</i> | | | | | | | | |
| 51000 Total | | | | | | | | |
| <i>Expenses</i> | | | | | | | | |
| 53410 Telephone | | | | | | | | |
| 54000 Supplies | | | | | | | | |
| 57000 Other Charges/Expenses | | | | | \$300 | \$300 | | |
| 54000 Total | | | | | \$300 | \$300 | | |
| TOTAL BUDGET | | | | | \$300 | \$300 | | |

| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|-------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| CONSERVATION 011710 | | | | | | | | |
| <i>Personnel Services</i> | | | | | | | | |
| 51110 Full Time | \$42,245 | \$59,684 | \$61,149 | \$64,202 | \$72,356 | \$76,389 | 4,033 | 5.57% |
| 51120 Part Time | \$997 | \$2,573 | \$2,228 | \$3,445 | | | | |
| 51430 Longevity | | | | | | | | |
| 51510 Vacation Leave | | | | | | | | |
| 51515 PTO - Paid Time Off | \$4,294 | \$2,630 | \$4,064 | \$4,679 | | | | |
| 51520 Holidays | | | | | | | | |
| 51000 Total | \$47,535 | \$64,887 | \$67,441 | \$72,326 | \$72,356 | \$76,389 | 4,033 | 5.57% |
| <i>Expenses</i> | | | | | | | | |
| 53410 Telephone | | | | | | | | |
| 53420 Postage | | | \$10 | | \$200 | \$200 | | |
| 54200 Office Supplies | \$114 | | | | \$1,090 | \$1,090 | | |
| 54270 Reservation Management | \$6,128 | \$4,121 | \$6,116 | \$27,234 | \$15,000 | \$15,000 | | |
| 54860 Newspaper Advertisement | \$347 | | | | \$100 | \$100 | | |
| 57110 Mileage Reimbursement | | | \$74 | | \$250 | \$250 | | |
| 57310 Dues & Subscription | \$951 | \$810 | \$724 | \$738 | \$725 | \$725 | | |
| 57810 Staff Education | \$25 | \$832 | \$620 | \$580 | \$200 | \$200 | | |
| 54000 Total | \$7,565 | \$5,763 | \$7,544 | \$28,552 | \$17,565 | \$17,565 | | |
| TOTAL BUDGET | \$55,100 | \$70,650 | \$74,985 | \$100,878 | \$89,921 | \$93,954 | 4,033 | 4.49% |

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| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|--------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| BOARD OF APPEALS 011760 | | | | | | | | |
| <i>Personnel Services</i> | | | | | | | | |
| 51120 Part Time | | | | | | | | |
| 51510 Vacation Leave | | | | | | | | |
| 51520 Holidays | | | | | | | | |
| 51530 Personal Days | | | | | | | | |
| 51540 Sick Days | | | | | | | | |
| 51000 Total | | | | | | | | |
| <i>Expenses</i> | | | | | | | | |
| 53410 Telephone | | | | | | | | |
| 53420 Postage | | | | | | | | |
| 54200 Office Supplies | \$93 | | \$186 | \$336 | \$100 | \$100 | | |
| 54860 Newspaper Advertisements | | | \$595 | \$634 | \$800 | \$800 | | |
| 57310 Dues & Subscriptions | | | | | | | | |
| 57800 Other Charges/Expenses | | \$110 | \$210 | \$30 | \$100 | \$100 | | |
| 54000 Total | \$93 | \$110 | \$991 | \$1,000 | \$1,000 | \$1,000 | | |
| TOTAL BUDGET | \$93 | \$110 | \$991 | \$1,000 | \$1,000 | \$1,000 | | |

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| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|--------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| PLANNING BOARD 011750 | | | | | | | | |
| <i>Personnel Services</i> | | | | | | | | |
| 51110 Full Time | \$44,196 | \$50,249 | \$53,865 | \$55,030 | \$63,616 | \$67,162 | 3,546 | 5.57% |
| 51120 Part Time | | | | | | | | |
| 51430 Longevity | | | | | | | | |
| 51510 Vacation Leave | | | | | | | | |
| 51515 PTO - Paid Time Off | \$9,407 | \$2,902 | \$3,771 | \$5,533 | | | | |
| 51520 Holidays | | | | | | | | |
| 51530 Personal Days | | | | | | | | |
| 51540 Sick Days | | | | | | | | |
| 51570 Funeral Leave | | | | | | | | |
| 51590 Wellness Bonus | | | | | | | | |
| 51000 Total | \$53,603 | \$53,151 | \$57,636 | \$60,563 | \$63,616 | \$67,162 | 3,546 | 5.57% |
| <i>Expenses</i> | | | | | | | | |
| 53410 Telephone | | | | \$100 | \$100 | \$100 | | |
| 53420 Postage | | | | | | | | |
| 54200 Office Supplies | \$2,246 | \$2,254 | \$112 | \$1,500 | \$1,500 | \$1,500 | | |
| 54860 Newspaper Advertisements | \$877 | \$632 | \$3,387 | \$800 | \$800 | \$800 | | |
| 57310 Dues & Subscriptions | | | \$90 | \$150 | \$150 | \$150 | | |
| 57800 Other Charges/Expenses | | | | | | | | |
| 57810 Staff Education | | \$35 | | \$375 | \$375 | \$375 | | |
| 54000 Total | \$3,123 | \$2,921 | \$3,588 | \$2,925 | \$2,925 | \$2,925 | | |
| TOTAL BUDGET | \$56,726 | \$56,072 | \$61,225 | \$63,488 | \$66,541 | \$70,087 | 3,546 | 5.33% |

**Town of Chelmsford
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| SUMMARY | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|---------------------------|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| PUBLIC EDUCATION | | | | | | | | |
| <i>Personnel Services</i> | | | | | | | | |
| <i>Expenses</i> | \$68,783,402 | \$71,294,524 | \$74,559,704 | \$77,917,071 | \$79,703,630 | \$82,466,932 | 2,763,302 | 3.47% |
| TOTAL BUDGET | \$68,783,402 | \$71,294,524 | \$74,559,704 | \$77,917,071 | \$79,703,630 | \$82,466,932 | 2,763,302 | 3.47% |

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| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|--|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| <u>CHELMSFORD PUBLIC SCHOOLS 013000</u> | | | | | | | | |
| 51110 Expenses | \$65,000,000 | \$67,500,000 | \$70,700,000 | \$73,880,000 | \$75,650,000 | \$78,150,000 | 2,500,000 | 3.30% |
| TOTAL BUDGET | \$65,000,000 | \$67,500,000 | \$70,700,000 | \$73,880,000 | \$75,650,000 | \$78,150,000 | 2,500,000 | 3.30% |
| <u>NASHOBA TECHNICAL HIGH SCHOOL 013100</u> | | | | | | | | |
| 56030 Assessment | \$3,721,402 | \$3,729,524 | \$3,859,704 | \$4,037,071 | \$4,053,630 | \$4,316,932 | 263,302 | 6.50% |
| TOTAL BUDGET | \$3,721,402 | \$3,729,524 | \$3,859,704 | \$4,037,071 | \$4,053,630 | \$4,316,932 | 263,302 | 6.50% |
| <u>OUT OF DISTRICT TUITION 019300</u> | | | | | | | | |
| 56030 Assessment | \$62,000 | \$65,000 | | | | | | |
| TOTAL BUDGET | \$62,000 | \$65,000 | | | | | | |

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| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|---------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|-----------|----------|
| SUMMARY | | | | | | | | |
| PUBLIC SAFETY | | | | | | | | |
| <i>Personnel Services</i> | \$13,435,421 | \$14,378,047 | \$15,322,095 | \$14,839,955 | \$16,219,495 | \$16,515,102 | 295,607 | 1.82% |
| <i>Expenses</i> | <u>\$1,375,152</u> | <u>\$1,501,215</u> | <u>\$1,800,750</u> | <u>\$1,907,753</u> | <u>\$1,838,654</u> | <u>\$1,970,340</u> | 131,686 | 7.16% |
| TOTAL BUDGET | \$14,810,573 | \$15,879,262 | \$17,122,845 | \$16,747,708 | \$18,058,149 | \$18,485,442 | 427,293 | 2.37% |

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| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|----------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| POLICE DEPARTMENT SUMMARY | | | | | | | | |
| <i>Personnel Services</i> | \$6,953,189 | \$7,928,594 | \$7,746,290 | \$7,678,967 | \$8,691,988 | \$8,949,642 | 257,654 | 2.96% |
| <i>Expenses</i> | \$851,894 | \$900,689 | \$1,023,038 | \$1,079,866 | \$1,070,900 | \$1,164,800 | 93,900 | 8.77% |
| TOTAL BUDGET | \$7,805,082 | \$8,829,282 | \$8,769,328 | \$8,758,833 | \$9,762,888 | \$10,114,442 | 351,554 | 3.60% |

Personnel

| Position | FY2022 | FY2023 | FY2024 | FY2025 | FY2026 | FY2027 |
|--------------------------|--------|--------|--------|--------|--------|--------|
| | FTE | FTE | FTE | FTE | FTE | FTE |
| Police Chief | 1 | 1 | 1 | 1 | 1 | 1 |
| Deputy Chief | 1 | 1 | 1 | 1 | 1 | 1 |
| Lieutenant | 7 | 7 | 7 | 6 | 6 | 6 |
| Captains | | | | | | |
| Sergeant | 8 | 8 | 8 | 10 | 10 | 10 |
| Patrol Officers | 37 | 37 | 37 | 36 | 36 | 36 |
| Mechanic | 1 | 1 | 1 | 1 | 1 | 1 |
| Department Assistant | 2 | 2 | 2 | 2 | 2 | 2 |
| Principal Clerk | 1 | 1 | 1 | 1 | 1 | 1 |
| Senior Clerk | | | | | | |
| Dispatcher | 9 | 9 | 9 | 9 | 9 | 9 |
| Part Time Dispatcher | | | | | | |
| Full Time Custodian | 1 | 1 | 1 | 1 | 1 | 1 |
| Part Time Custodian | | | | | | |
| Animal Control Officer | 1 | 1 | 1 | 1 | 1 | 1 |
| Clinician (Grant-Funded) | | | | 1 | 1 | 1 |
| | 69.00 | 69.00 | 69.00 | 70.00 | 70.00 | 70.00 |

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| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|-----------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| POLICE DEPARTMENT 012100 | | | | | | | | |
| <i>Personnel Services</i> | | | | | | | | |
| 51020 Clerical | \$143,347 | \$123,954 | \$110,257 | \$115,241 | \$170,650 | \$181,660 | 11,010 | 6.45% |
| 51110 Full Time | \$3,766,624 | \$4,174,145 | \$3,840,700 | \$3,726,689 | \$5,020,091 | \$5,033,678 | 13,587 | 0.27% |
| 51120 Part Time | \$257 | | \$541 | \$272 | | | | |
| 51220 Mechanic | \$56,481 | \$57,631 | \$55,812 | \$69,741 | \$69,980 | \$73,882 | 3,902 | 5.58% |
| 51260 Dispatch | \$286,840 | \$273,442 | \$380,371 | \$318,590 | \$572,993 | \$563,786 | -9,207 | -1.61% |
| 51270 Custodial | \$53,880 | \$55,854 | \$60,130 | \$63,511 | \$64,642 | \$68,606 | 3,964 | 6.13% |
| 51290 Shoot Days | | | | | | | | |
| 51310 Overtime Regular | \$838,170 | \$1,158,235 | \$1,048,580 | \$1,237,301 | \$700,000 | \$750,000 | 50,000 | 7.14% |
| 51320 Overtime FLSA | \$10,942 | \$18,093 | \$17,414 | \$33,375 | \$15,000 | \$15,000 | | |
| 51400 Staff Education | | | \$5,625 | | | | | |
| 51410 Education Incentive | \$29,985 | \$15,317 | \$142,868 | \$7,200 | | | | |
| 51415 Educational Incentive | \$671,790 | \$773,750 | \$649,767 | \$631,742 | \$814,675 | \$883,306 | 68,631 | 8.42% |
| 51420 Holiday 11 Day | \$165,229 | \$226,646 | \$207,853 | \$213,426 | \$256,915 | \$281,378 | 24,463 | 9.52% |
| 51430 Longevity | \$154,673 | \$156,340 | \$154,271 | \$308,534 | \$123,774 | \$132,391 | 8,617 | 6.96% |
| 51510 Vacation | \$277,179 | \$285,967 | \$346,121 | \$234,718 | \$327,203 | \$350,400 | 23,197 | 7.09% |
| 51515 PTO - Paid Time Off | \$207,390 | \$225,417 | \$175,150 | \$207,818 | \$192,644 | \$211,142 | 18,498 | 9.60% |
| 51520 Holidays | | \$197 | | | | | | |
| 51530 Personal Days | \$39,346 | \$41,156 | \$39,795 | \$48,113 | \$48,920 | \$53,965 | 5,045 | 10.31% |
| 51540 Sick Leave | \$116,640 | \$169,657 | \$237,686 | \$111,878 | \$105,995 | \$116,925 | 10,930 | 10.31% |
| 51545 Emergency Sick Leave | \$14,280 | | | | | | | |
| 51550 Court Leave | \$15,688 | \$16,535 | \$20,920 | \$39,833 | \$50,000 | \$50,000 | | |
| 51560 Military Leave | | \$212 | \$39,568 | \$50,888 | | | | |
| 51570 Funeral Leave | | | | | \$5,000 | \$5,000 | | |
| 51580 Injured Leave | | \$20,711 | \$81,001 | \$111,330 | \$15,000 | \$15,000 | | |
| 51590 Wellness Bonus | \$27,039 | \$34,021 | \$33,529 | \$45,223 | \$30,000 | \$35,000 | 5,000 | 16.67% |
| 51595 Physical Training Incentive | \$14,000 | \$33,000 | \$30,000 | \$31,000 | \$35,000 | \$58,000 | 23,000 | 65.71% |
| 51630 Signing Bonus | | | | | | | | |
| 51610 Jury Duty | | | | | | | | |
| 51000 Total | \$6,889,780 | \$7,860,280 | \$7,677,961 | \$7,606,422 | \$8,618,482 | \$8,879,119 | 260,637 | 3.02% |

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| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|---------------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|---------------------|-----------|----------|
| POLICE DEPARTMENT (cont'd) | | | | | | | | |
| <i>Expenses</i> | | | | | | | | |
| 52110 Electricity | \$43,364 | \$30,550 | \$23,288 | \$44,989 | \$50,000 | \$60,000 | 10,000 | 20.00% |
| 52130 Gas Heat | \$16,051 | \$20,569 | \$18,505 | \$19,403 | \$25,000 | \$30,000 | 5,000 | 20.00% |
| 52400 Rent Space | | | | \$275 | | | | |
| 52410 Building Maintenance | \$26,745 | \$33,096 | \$32,310 | \$40,493 | \$40,000 | \$48,000 | 8,000 | 20.00% |
| 52460 Equipment Repair | \$2,115 | \$5,643 | \$4,513 | \$6,352 | \$8,500 | \$8,500 | | |
| 52470 Computer Maintenance | \$164 | \$3,063 | \$6,606 | | \$18,500 | \$18,500 | | |
| 52490 Vehicle Maintenance | \$69,456 | \$67,646 | \$52,107 | \$56,090 | \$85,000 | \$85,000 | | |
| 53170 Consultant | | \$6 | \$8,637 | \$1,556 | | | | |
| 53290 Medical Injury | | | \$144 | | | | | |
| 53300 Pre-Medical | \$610 | \$6,012 | \$9,942 | \$6,042 | \$5,000 | \$5,000 | | |
| 53410 Telephone | \$10,867 | \$8,946 | \$29,174 | \$18,068 | \$15,000 | \$20,000 | 5,000 | 33.33% |
| 53420 Postage | \$1,500 | \$1,042 | \$2,010 | \$3,000 | \$3,500 | \$4,000 | 500 | 14.29% |
| 53990 Contracted Services | \$61,073 | \$66,130 | \$68,781 | \$58,998 | \$60,000 | \$68,000 | 8,000 | 13.33% |
| 54190 Gasoline | \$118,592 | \$84,770 | \$89,859 | \$85,836 | \$110,000 | \$105,000 | -5,000 | -4.55% |
| 54200 Office Supplies | \$23,562 | \$22,590 | \$32,160 | \$33,565 | \$25,000 | \$34,000 | 9,000 | 36.00% |
| 54400 Prisoner Meals | \$495 | \$364 | \$462 | \$579 | \$500 | \$500 | | |
| 55810 Auxillary Expense | | | | | \$1,000 | \$1,000 | | |
| 55950 Recruit Equipment | \$6,562 | \$27,487 | \$33,408 | \$60,568 | \$20,000 | \$20,000 | | |
| 55960 Uniform Allowance | \$74,005 | \$83,636 | \$80,364 | \$63,318 | \$80,000 | \$80,000 | | |
| 57100 In State Travel | \$1,785 | \$2,543 | \$2,328 | \$1,965 | | | | |
| 57200 Out of State Travel | | \$1,643 | \$1,563 | \$124 | | | | |
| 57310 Dues & Subscriptions | \$32,212 | \$64,724 | \$28,992 | \$84,467 | \$65,000 | \$75,000 | 10,000 | 15.38% |
| 57320 Police Health Club Membership | \$692 | \$962 | \$1,303 | \$1,113 | \$1,500 | \$1,500 | | |
| 57810 Staff Education | \$43,611 | \$31,996 | \$42,211 | \$31,729 | \$40,000 | \$40,000 | | |
| 58000 Outlay | \$22,198 | \$23,974 | \$39,379 | \$61,625 | \$56,000 | \$60,000 | 4,000 | 7.14% |
| 58510 Equipment | \$85,477 | \$78,688 | \$144,291 | \$113,858 | \$85,000 | \$103,500 | 18,500 | 21.76% |
| 58710 Replacement Equipment/ Vehicles | \$207,382 | \$231,076 | \$266,747 | \$279,503 | \$270,000 | \$290,000 | 20,000 | 7.41% |
| 54000 Total | \$848,521 | \$897,153 | \$1,019,085 | \$1,073,515 | \$1,064,500 | \$1,157,500 | 93,000 | 8.74% |
| TOTAL BUDGET | \$7,738,301 | \$8,757,433 | \$8,697,046 | \$8,679,938 | \$9,682,982 | \$10,036,619 | 353,637 | 3.65% |

**Town of Chelmsford
FY2027
Town Manager's
Budget Recommendation
February 9, 2026**

| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|---------------|---------------|
| ANIMAL CONTROL 012920 | | | | | | | | |
| <i>Personnel Services</i> | | | | | | | | |
| 51110 Full Time | \$52,822 | \$57,966 | \$58,579 | \$60,741 | \$62,183 | \$60,987 | -1,196 | -1.92% |
| 51120 Part Time | | | | | | | | |
| 51310 Overtime Regular | \$5,555 | \$7,530 | \$6,256 | \$7,330 | \$5,000 | \$5,000 | | |
| 51430 Longevity Extra Day | | | | | | | | |
| 51510 Vacation Leave | | | | | | | | |
| 51515 PTO - Paid Time Off | \$5,032 | \$2,818 | \$3,493 | \$4,474 | \$6,323 | \$4,536 | -1,787 | -28.26% |
| 51520 Holidays | | | | | | | | |
| 51530 Personal Days | | | | | | | | |
| 51540 Sick Days | | | | | | | | |
| 51570 Funeral Leave | | | | | | | | |
| 51590 Wellness bonus | | | | | | | | |
| 51000 Total | \$63,408 | \$68,314 | \$68,329 | \$72,544 | \$73,506 | \$70,523 | -2,983 | -4.06% |
| <i>Expenses</i> | | | | | | | | |
| 52110 Electricity | \$1,419 | \$1,512 | \$1,381 | \$1,512 | \$2,000 | \$2,200 | 200 | 10.00% |
| 52130 Gas Heat | | \$163 | \$583 | \$561 | \$600 | \$800 | 200 | 33.33% |
| 52410 Building Maintenance | | | | | \$1,000 | \$1,000 | | |
| 52490 Vehicle Maintenance | | | | | | | | |
| 53410 Telephone | | \$202 | \$235 | \$403 | \$500 | \$500 | | |
| 53830 Care of Animals | | | \$185 | \$2,839 | \$500 | \$1,000 | 500 | 100.00% |
| 54190 Gasoline | \$1,954 | \$1,648 | \$1,494 | \$930 | \$1,800 | \$1,800 | | |
| 54200 Office Supplies | | \$11 | \$75 | \$105 | | | | |
| 57810 Staff Education | | | | | | | | |
| 54000 Total | \$3,373 | \$3,535 | \$3,953 | \$6,351 | \$6,400 | \$7,300 | 900 | 14.06% |
| TOTAL BUDGET | \$66,781 | \$71,849 | \$72,282 | \$78,895 | \$79,906 | \$77,823 | -2,083 | -2.61% |

**Town of Chelmsford
FY2027
Town Manager's
Budget Recommendation
February 9, 2026**

| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|--------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| FIRE DEPARTMENT SUMMARY | | | | | | | | |
| <i>Personnel Services</i> | \$6,077,529 | \$6,087,340 | \$7,113,663 | \$6,650,547 | \$6,969,934 | \$6,979,814 | 9,880 | 0.14% |
| <i>Expenses</i> | \$502,274 | \$582,355 | \$764,522 | \$801,479 | \$733,914 | \$771,700 | 37,786 | 5.15% |
| TOTAL BUDGET | \$6,579,803 | \$6,669,695 | \$7,878,185 | \$7,452,026 | \$7,703,848 | \$7,751,514 | 47,666 | 0.62% |

Personnel

| Position | FY2022 | FY2023 | FY2024 | FY2025 | FY2026 | FY2027 |
|--------------------------------|--------|--------|--------|--------|--------|--------|
| | FTE | FTE | FTE | FTE | FTE | FTE |
| Fire Chief | 1 | 1 | 1 | 1 | 1 | 1 |
| Deputy Chief | 1 | 1 | 1 | 1 | 1 | 1 |
| Deputy Chief / Fire Prevention | | | | | | |
| Fire Prevention Captain | 2 | 2 | 2 | 2 | 2 | 2 |
| Training Captain | 1 | 1 | 1 | 1 | 1 | 1 |
| Captains Unit | 4 | 4 | 4 | 4 | 4 | 4 |
| Firefighters | 52 | 52 | 52 | 52 | 52 | 52 |
| Mechanic | 1 | 1 | 1 | 1 | 1 | 1 |
| Department Assistant | 1 | 1 | 1 | 1 | 1 | 1 |
| PT Clerk/Fire Prevention | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 |
| | 63.5 | 63.5 | 63.5 | 63.5 | 63.5 | 63.5 |

**Town of Chelmsford
FY2027
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Budget Recommendation
February 9, 2026**

| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|-------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| FIRE DEPARTMENT 012200 | | | | | | | | |
| <i>Personnel Services</i> | | | | | | | | |
| 51020 Clerical | \$72,110 | \$75,820 | \$76,998 | \$78,719 | \$92,291 | \$94,378 | 2,087 | 2.26% |
| 51120 Full Time | \$3,185,489 | \$3,162,080 | \$3,920,789 | \$3,639,984 | \$4,057,965 | \$4,084,589 | 26,624 | 0.66% |
| 51220 Mechanic | \$66,377 | \$66,985 | \$67,781 | \$72,924 | \$83,113 | \$89,940 | 6,827 | 8.21% |
| 51310 Overtime Regular | \$964,836 | \$915,056 | \$983,698 | \$849,245 | \$965,000 | \$950,000 | -15,000 | -1.55% |
| 51330 OT Labor Fires | \$22,317 | \$27,891 | \$22,092 | \$28,262 | \$35,000 | \$35,000 | | |
| 51400 Staff Education | \$49,242 | \$43,471 | \$60,345 | \$55,270 | \$83,836 | \$83,615 | -221 | -0.26% |
| 51410 Education Incentive | \$549,421 | \$548,871 | \$656,313 | \$635,036 | \$632,637 | \$645,630 | 12,993 | 2.05% |
| 51420 Holiday 11 Day | \$202,308 | \$205,213 | \$288,302 | \$255,143 | \$267,898 | \$267,137 | -761 | -0.28% |
| 51430 Longevity | \$129,948 | \$143,043 | \$148,466 | \$137,348 | \$154,661 | \$134,300 | -20,361 | -13.16% |
| 51510 Vacation Leave | \$317,566 | \$303,078 | \$330,111 | \$345,845 | \$379,753 | \$376,055 | -3,698 | -0.97% |
| 51515 PTO - Paid Time Off | \$16,643 | \$24,398 | \$41,378 | \$26,531 | | | | |
| 51530 Personal Days | \$52,258 | \$59,565 | \$59,228 | \$62,308 | \$71,860 | \$71,670 | -190 | -0.26% |
| 51540 Sick Days | \$291,393 | \$288,132 | \$323,303 | \$299,951 | \$143,720 | \$144,000 | 280 | 0.19% |
| 51545 Emergency Sick Leave | \$5,296 | | | | | | | |
| 51570 Funeral Leave | | | | \$10,199 | | | | |
| 51580 Injured Leave | \$152,325 | \$222,601 | \$132,952 | \$149,561 | | | | |
| 51590 Wellness Bonus | | \$1,135 | \$1,907 | \$3,091 | \$2,200 | \$3,500 | 1,300 | 59.09% |
| 51610 Jury Duty | | | | \$1,130 | | | | |
| Military Leave | | | | | | | | |
| 51620 Union Duties | | | | | | | | |
| 51000 Total | \$6,077,529 | \$6,087,340 | \$7,113,663 | \$6,650,547 | \$6,969,934 | \$6,979,814 | 9,880 | 0.14% |

**Town of Chelmsford
FY2027
Town Manager's
Budget Recommendation
February 9, 2026**

| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|---------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|-----------|----------|
| FIRE DEPARTMENT (cont'd) | | | | | | | | |
| <i>Expenses</i> | | | | | | | | |
| 52110 Electricity | \$29,967 | \$30,732 | \$45,751 | \$47,776 | \$49,464 | \$49,500 | 36 | 0.07% |
| 52130 Gas Heat | \$17,950 | \$18,560 | \$21,210 | \$27,739 | \$27,500 | \$40,100 | 12,600 | 45.82% |
| 52310 Water Bills | \$14 | | | | | | | |
| 52410 Building Maintenance | \$32,500 | \$44,406 | \$41,832 | \$93,246 | \$64,500 | \$68,500 | 4,000 | 6.20% |
| 52420 Fire Equipment Repairs | \$47,885 | \$81,812 | \$120,365 | \$138,603 | \$85,500 | \$90,500 | 5,000 | 5.85% |
| 52490 Vehicle Maintenance | \$169,151 | \$182,057 | \$247,266 | \$193,499 | \$211,750 | \$220,000 | 8,250 | 3.90% |
| 53290 Medical Injury | \$17,864 | \$1,107 | \$6,835 | \$5,852 | \$10,000 | \$10,000 | | |
| 53410 Telephone | \$3,864 | \$5,085 | \$6,801 | \$4,453 | \$6,800 | \$6,800 | | |
| 54100 Diesel Fuel | \$33,393 | \$40,678 | \$36,151 | \$34,645 | \$47,500 | \$47,500 | | |
| 54190 Gasoline | \$12,178 | \$12,373 | \$11,835 | \$13,032 | \$24,000 | \$24,000 | | |
| 54250 Office Supplies | \$9,016 | \$14,274 | \$29,588 | \$14,165 | \$14,000 | \$14,200 | 200 | 1.43% |
| 54200 Supplies- Departmental | | \$1,237 | | | | | | |
| 54260 Communications | \$7,421 | \$3,501 | \$20,816 | \$58,420 | \$9,800 | \$11,800 | 2,000 | 20.41% |
| 55960 Uniform Allowance | \$94,884 | \$82,873 | \$66,096 | \$84,797 | \$75,800 | \$76,800 | 1,000 | 1.32% |
| 55970 Turnout Gear | | | | | \$33,600 | \$33,600 | | |
| 57100 In State Travel | \$2,142 | \$980 | \$110 | \$1,120 | \$1,000 | \$1,200 | 200 | 20.00% |
| 57200 Out of State Travel | \$147 | \$754 | \$648 | | \$1,000 | \$1,000 | | |
| 57310 Dues & Subscriptions | \$4,920 | \$28,053 | \$88,433 | \$60,897 | \$31,500 | \$36,000 | 4,500 | 14.29% |
| 57805 Recruit Reimbursement | \$4,582 | \$3,614 | \$4,606 | \$6,208 | | | | |
| 57810 Staff Education | \$12,836 | \$6,038 | \$13,177 | \$14,170 | \$13,200 | \$13,200 | | |
| 58000 Outlay | | \$21,319 | | | \$24,000 | \$24,000 | | |
| 54000 Total | \$500,714 | \$579,454 | \$761,522 | \$798,622 | \$730,914 | \$768,700 | 37,786 | 5.17% |
| TOTAL BUDGET | \$6,578,242 | \$6,666,794 | \$7,875,185 | \$7,449,169 | \$7,700,848 | \$7,748,514 | 47,666 | 0.62% |

| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|------------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| EMERGENCY MANAGEMENT 012910 | | | | | | | | |
| <i>Expenses</i> | | | | | | | | |
| 53410 Telephone | \$456 | \$456 | \$175 | | \$1,000 | \$1,000 | | |
| 54200 Office Supplies | | | | | \$100 | \$100 | | |
| 57800 Other Charges/Expenses | \$1,085 | \$645 | | \$2,857 | \$900 | \$900 | | |
| 58000 Outlay | | \$1,800 | \$2,825 | | \$1,000 | \$1,000 | | |
| 54000 Total | \$1,561 | \$2,901 | \$3,000 | \$2,857 | \$3,000 | \$3,000 | | |
| TOTAL BUDGET | \$1,561 | \$2,901 | \$3,000 | \$2,857 | \$3,000 | \$3,000 | | |

**Town of Chelmsford
FY2027
Town Manager's
Budget Recommendation
February 9, 2026**

| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|------------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| INSPECTIONS AND ENFORCEMENT | | | | | | | | |
| <i>Personnel Services</i> | \$404,704 | \$362,113 | \$462,142 | \$510,442 | \$557,573 | \$585,646 | 28,073 | 5.03% |
| <i>Expenses</i> | \$20,984 | \$18,171 | \$13,191 | \$26,407 | \$33,840 | \$33,840 | | |
| TOTAL BUDGET | \$425,688 | \$380,284 | \$475,333 | \$536,849 | \$591,413 | \$619,486 | 28,073 | 4.75% |

Personnel

| | FY2022 | FY2023 | FY2024 | FY2025 | FY2026 | FY2027 |
|-------------------------------|--------|--------|--------|--------|--------|--------|
| Position | FTE | FTE | FTE | FTE | FTE | FTE |
| Building Commissioner | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Local Inspector | 2.00 | 2.00 | 2.00 | 2.00 | 2.00 | 2.00 |
| P.T. Wire Inspector | 0.66 | 0.66 | 0.66 | 0.66 | 0.66 | 0.66 |
| P.T. Plumbing & Gas Inspector | 0.66 | 0.66 | 0.66 | 0.66 | 0.66 | 0.66 |
| Departmental Assistant | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Sealer of Wgts & Meas. | | | | | 1.00 | 1.00 |
| Animal Inspector | | | | | | |
| | 5.32 | 5.32 | 5.32 | 5.32 | 6.32 | 6.32 |

**Town of Chelmsford
FY2027
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Budget Recommendation
February 9, 2026**

| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|---|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| <u>INSPECTIONS AND CODE ENFORCEMENT 012500</u> | | | | | | | | |
| <i>Personnel Services</i> | | | | | | | | |
| 51100 Full Time | \$259,918 | \$218,725 | \$327,570 | \$384,306 | \$430,000 | \$451,416 | 21,416 | 4.98% |
| 51120 Part Time | \$100,953 | \$97,042 | \$80,994 | \$68,885 | \$114,490 | \$120,432 | 5,942 | 5.19% |
| 51310 Overtime | \$12,148 | \$11,747 | \$16,577 | \$28,560 | \$9,000 | \$9,543 | 543 | 6.03% |
| 51430 Longevity Extra Day | \$4,495 | \$4,599 | \$3,301 | \$1,956 | \$3,083 | \$3,255 | 172 | 5.58% |
| 51510 Vacation Leave | | | | | | | | |
| 51515 PTO - Paid Time Off | \$27,190 | \$30,001 | \$33,700 | \$26,734 | | | | |
| 51520 Holidays | | | | | | | | |
| 51530 Personal Days | | | | | | | | |
| 51540 Sick Days | | | | | | | | |
| 51570 Funeral Leave | | | | | | | | |
| 51590 Wellness Bonus | | | | | | | | |
| 51000 Total | \$404,704 | \$362,113 | \$462,142 | \$510,442 | \$556,573 | \$584,646 | 28,073 | 5.04% |
| <i>Expenses</i> | | | | | | | | |
| 52490 Vehicle Maintenance | | | | | | | | |
| 53410 Telephone | \$268 | \$373 | \$1,034 | \$226 | \$1,500 | \$1,500 | | |
| 53420 Postage | | | | | \$190 | \$190 | | |
| 53990 Contracted Services | | \$275 | \$250 | | \$1,000 | \$1,000 | | |
| 54190 Gasoline | | \$1,297 | \$969 | \$767 | \$300 | \$300 | | |
| 54200 Office Supplies | \$4,076 | \$8,988 | \$5,406 | \$22,171 | \$4,000 | \$4,000 | | |
| 57100 In State Travel | | | | | \$5,000 | \$5,000 | | |
| 57120 Expense Allowance | \$4,100 | \$4,350 | \$3,121 | | \$14,000 | \$14,000 | | |
| 57200 Out of State Travel | | | | | | | | |
| 57310 Dues & Subscriptions | \$10,269 | \$150 | \$480 | | \$1,500 | \$1,500 | | |
| 58100 Staff Education | \$2,272 | \$2,737 | \$1,931 | \$3,243 | \$6,000 | \$6,000 | | |
| 54000 Total | \$20,984 | \$18,171 | \$13,191 | \$26,407 | \$33,490 | \$33,490 | | |
| TOTAL BUDGET | \$425,688 | \$380,284 | \$475,333 | \$536,849 | \$590,063 | \$618,136 | 28,073 | 4.76% |

**Town of Chelmsford
 FY2027
 Town Manager's
 Budget Recommendation
 February 9, 2026**

| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|---------------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| <u>ANIMAL INSPECTOR 012570</u> | | | | | | | | |
| <i>Personnel Services</i> | | | | | | | | |
| 51120 Salaries | | | | | \$1,000 | \$1,000 | | |
| <i>Expenses</i> | | | | | | | | |
| 57800 Other Charges/Expenses | | | | | \$350 | \$350 | | |
| TOTAL BUDGET | | | | | \$1,350 | \$1,350 | | |

**Town of Chelmsford
FY2027
Town Manager's
Budget Recommendation
February 9, 2026**

| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|---------------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| SUMMARY | | | | | | | | |
| <u>PUBLIC WORKS FUNCTIONS*</u> | | | | | | | | |
| <i>Personnel Services</i> | \$2,345,298 | \$2,346,725 | \$2,566,868 | \$2,662,344 | \$2,767,668 | \$2,811,685 | 44,017 | 1.59% |
| <i>Expenses</i> | \$4,388,107 | \$4,576,120 | \$5,307,141 | \$5,375,325 | \$5,860,723 | \$6,073,671 | 212,948 | 3.63% |
| <i>Snow and Ice</i> | \$1,000,000 | \$1,113,451 | \$990,220 | \$1,139,381 | \$1,150,000 | \$1,150,000 | | |
| TOTAL BUDGET | \$7,733,405 | \$8,036,297 | \$8,864,229 | \$9,177,050 | \$9,778,391 | \$10,035,356 | 256,965 | 2.63% |

* Summary includes all Department of Public Works Divisions and Cemetery Commission.

**Town of Chelmsford
FY2027
Town Manager's
Budget Recommendation
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| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|-----------------------------|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| DEPT OF PUBLIC WORKS | | | | | | | | |
| <i>Personnel Services</i> | \$2,029,739 | \$2,014,087 | \$2,226,857 | \$2,292,440 | \$2,379,992 | \$2,407,338 | 27,346 | 1.15% |
| <i>Expenses</i> | \$4,325,459 | \$4,512,524 | \$5,239,693 | \$5,299,414 | \$5,781,863 | \$5,994,127 | 212,264 | 3.67% |
| <i>Snow and Ice</i> | \$1,000,000 | \$1,113,451 | \$990,220 | \$1,139,381 | \$1,150,000 | \$1,150,000 | | |
| TOTAL BUDGET | \$7,355,198 | \$7,640,062 | \$8,456,770 | \$8,731,235 | \$9,311,855 | \$9,551,465 | 239,610 | 2.57% |

**Town of Chelmsford
FY2027
Town Manager's
Budget Recommendation
February 9, 2026**

Personnel

| Position | FY2022 FTE | FY2023 FTE | FY2024 FTE | FY2025 FTE | FY2026 FTE | FY2027 FTE |
|--|---------------|---------------|---------------|---------------|---------------|---------------|
| <u>Engineering Division</u> | | | | | | |
| Director of Public Works | 1 | 1 | 1 | 1 | 1 | 1 |
| Assistant DPW Director | 1 | 1 | | | | |
| Town Engineer | 0.5 | 0.5 | 1 | 1 | 1 | 1 |
| Assistant Town Engineer | | | 1 | 1 | 1 | 1 |
| Civil/Project Engineer | 1 | 1 | 2 | 2 | 2 | 1 |
| OSHA Safety Specialist | | | | | | |
| Business Manager | 1 | 1 | 1 | 1 | 1 | 1 |
| <u>Highway Division</u> | | | | | | |
| Hgwy Superintendent | 1 | 1 | 1 | 1 | 1 | 1 |
| Foremen | 1 | 1 | 1 | 1 | 1 | 1 |
| Crew Leaders | 3 | 3 | | | | |
| Mechanics | 3 | 3 | 3 | 3 | 3 | 3 |
| Senior Equip. Operators | | | 3 | 3 | 3 | 3 |
| Equip. Operators | 4 | 4 | 6 | 7 | 7 | 7 |
| Tr. Driver/Laborer | 9 | 9 | 7 | 6 | 5 | 5 |
| Departmental Assistant | 1 | 1 | 1 | 1 | 1 | 1 |
| <u>Sewer Division (Enterprise Fund)</u> | | | | | | |
| Sewer Superintendent | 1 | 1 | 1 | 1 | 1 | 1 |
| Assistant Superintendent | | | 1 | 1 | 1 | 1 |
| Sewer Inspect. | 1 | 1 | | | | |
| Sewer Maintenance Technician | 6 | 6 | 4 | 4 | 4 | 4 |
| Senior Maintenance Technician | | | 2 | 2 | 2 | 2 |
| Sewer Maintenance Laborer | 3 | 3 | 2 | 2 | 2 | 2 |
| Sewer Mechanic | 1 | 1 | 1 | 1 | 1 | 1 |
| Departmental Assistant | 1 | 1 | 1 | 1 | 1 | 1 |
| Principal Clerk | 1 | 1 | 1 | 1 | 1 | 1 |
| Town Engineer/Project Engineer | 0.5 | 0.5 | | | | 1 |
| <u>Stormwater Division (Enterprise Fund)</u> | | | | | | |
| Stormwater Superintendent | | | 1 | 1 | 1 | 1 |
| Stormwater Engineer | 1 | 1 | 1 | 1 | 1 | 1 |
| GIS Manager | 1 | 1 | 1 | 1 | 1 | 1 |
| Foreman | 1 | 1 | 1 | 1 | 1 | 1 |
| Equipment Operator | 3 | 3 | 5 | 5 | 5 | 5 |
| Driver/ Laborer | 5 | 5 | 2 | 2 | 2 | 2 |
| <u>Parks Division</u> | | | | | | |
| Groundskeeper | 1 | 1 | | | | |
| <u>Public Buildings Division</u> | | | | | | |
| Building Attendant | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 |
| <u>Recycling/Waste</u> | | | | | | |
| Recycling/Waste Coordinator | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 |
| | 54.00 | 54.00 | 53.00 | 53.00 | 52.00 | 52.00 |

Parks Groundskeeper reallocated to Facilities Div.

**Town of Chelmsford
FY2027
Town Manager's
Budget Recommendation
February 9, 2026**

| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|---------------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| ADMIN & ENGINEERING 014110 | | | | | | | | |
| <i>Personnel Services</i> | | | | | | | | |
| 51110 Full Time | \$389,779 | \$389,288 | \$487,487 | \$588,606 | \$671,008 | \$629,489 | -41,519 | -6.19% |
| 51120 Part Time | | \$8,832 | \$5,983 | \$7,753 | \$10,500 | \$11,000 | 500 | 4.76% |
| 51310 Overtime Reg. | \$569 | \$1,782 | \$344 | | | | | |
| 51430 Longevity | \$19,395 | \$3,679 | \$3,850 | \$4,081 | \$4,287 | \$4,639 | 352 | 8.21% |
| 51510 Vacation Leave | | | | | | | | |
| 51515 PTO - Paid Time Off | \$108,738 | \$26,212 | \$46,898 | \$48,984 | | | | |
| 51520 Holidays | | | | | | | | |
| 51540 Sick Days | | | | \$232 | | | | |
| 51545 Emergency Sick Leave | \$1,068 | | | | | | | |
| 51570 Funeral Leave | \$4,767 | | \$284 | | | | | |
| 51590 Wellness Bonus | | | | | | | | |
| 51000 Total | \$524,316 | \$429,792 | \$544,846 | \$649,654 | \$685,795 | \$645,128 | -40,667 | -5.93% |
| <i>Expenses</i> | | | | | | | | |
| 52460 Equipment Repair | \$1,204 | \$739 | \$1,855 | \$1,025 | \$1,500 | \$1,500 | | |
| 52470 Computer Maintenance | \$9,485 | \$7,536 | \$9,500 | \$6,651 | \$9,000 | \$10,000 | 1,000 | 11.11% |
| 53410 Telephone | \$1,472 | \$2,957 | \$3,221 | \$2,660 | \$3,200 | \$3,200 | | |
| 53420 Postage | \$29 | \$72 | \$49 | | \$100 | \$100 | | |
| 54190 Gasoline | \$3,449 | \$3,526 | \$5,522 | \$3,607 | \$5,250 | \$4,000 | -1,250 | -23.81% |
| 54200 Office Supplies | \$2,648 | \$2,600 | \$2,043 | \$2,419 | \$2,200 | \$2,200 | | |
| 57000 Other Charges/Expenses | \$163 | | \$500 | \$36 | | | | |
| 57100 In State Travel | | | \$180 | | | | | |
| 57310 Dues & Subscriptions | \$499 | | | \$195 | \$900 | \$450 | -450 | -50.00% |
| Professional Services | | | | \$15,000 | \$15,000 | \$15,000 | | |
| 57810 Staff Education | \$885 | \$612 | \$379 | \$817 | \$1,600 | \$1,000 | -600 | -37.50% |
| 54000 Total | \$19,833 | \$18,041 | \$23,250 | \$32,410 | \$38,750 | \$37,450 | -1,300 | -3.35% |
| TOTAL BUDGET | \$544,149 | \$447,833 | \$568,096 | \$682,064 | \$724,545 | \$682,578 | -41,967 | -5.79% |

| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| PUBLIC TREES 014790 | | | | | | | | |
| <i>Expenses</i> | | | | | | | | |
| 53990 Contracted Services | \$6,490 | \$75,000 | \$546 | | \$90,000 | \$90,000 | | |
| 57800 Other Charges/Expenses | \$56,160 | | \$96,914 | \$78,713 | | | | |
| TOTAL BUDGET | \$62,650 | \$75,000 | \$97,460 | \$78,713 | \$90,000 | \$90,000 | | |

**Town of Chelmsford
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| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| STREETLIGHTING 014240 | | | | | | | | |
| <i>Expenses</i> | | | | | | | | |
| 52110 Electricity | \$90,174 | \$82,358 | \$89,507 | \$87,768 | \$95,000 | \$95,000 | | |
| TOTAL BUDGET | \$90,174 | \$82,358 | \$89,507 | \$87,768 | \$95,000 | \$95,000 | | |

| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|----------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| WASTE COLLECTION 014330 | | | | | | | | |
| <i>Personnel Services</i> | | | | | | | | |
| 51120 Part Time | \$36,723 | \$39,369 | \$38,421 | \$44,553 | \$47,670 | \$50,358 | 2,688 | 5.64% |
| 51310 Overtime Reg. Extra Day | \$5,553 | \$9,089 | \$6,580 | \$5,877 | \$7,000 | \$6,000 | -1,000 | -14.29% |
| 51510 Vacation Leave | | | | | | | | |
| 51515 PTO - Paid Time Off | \$3,631 | \$2,836 | \$6,340 | \$1,899 | | | | |
| 51520 Holidays | | | | | | | | |
| 51540 Sick Days | | | | | | | | |
| 51545 Emergency Sick Leave | \$1,228 | | | | | | | |
| 51570 Funeral Leave | | \$298 | | | | | | |
| 51590 Wellness Bonus | | | | | | | | |
| 51000 Total | \$47,135 | \$51,592 | \$51,340 | \$52,329 | \$54,670 | \$56,358 | 1,688 | 3.09% |
| <i>Expenses</i> | | | | | | | | |
| 53410 Telephone | | | | | | | | |
| 53810 Waste Disposal | \$1,284,014 | \$1,240,971 | \$1,589,384 | \$1,632,772 | \$1,902,075 | \$1,923,600 | 21,525 | 1.13% |
| 53820 Waste Collection Contract | \$1,958,471 | \$2,149,945 | \$2,375,000 | \$2,446,250 | \$2,469,638 | \$2,595,227 | 125,589 | 5.09% |
| 53990 Contracted Services | | \$34,617 | | | | | | |
| 54200 Office Supplies | \$1,332 | \$7,376 | \$3,773 | | \$5,000 | \$500 | -4,500 | -90.00% |
| 54220 Waste Bins/Containers | \$24,236 | \$2,665 | | | \$6,000 | \$6,000 | | |
| 54230 Compost Expense | \$2,190 | | \$216 | | \$2,000 | \$2,000 | | |
| 54860 Newspaper Advertisements | | | | | | | | |
| 57800 Other Charges/Expenses | \$14,255 | \$26,226 | \$25,483 | \$18,636 | \$20,000 | \$18,000 | -2,000 | -10.00% |
| 54000 Total | \$3,284,499 | \$3,461,799 | \$3,993,855 | \$4,097,658 | \$4,404,713 | \$4,545,327 | 140,614 | 3.19% |
| TOTAL BUDGET | \$3,331,634 | \$3,513,392 | \$4,045,196 | \$4,149,987 | \$4,459,383 | \$4,601,685 | 142,302 | 3.19% |

**Town of Chelmsford
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Budget Recommendation
February 9, 2026**

| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|--------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| HIGHWAY DIVISION 014220 | | | | | | | | |
| <i>Personnel Services</i> | | | | | | | | |
| 51090 Administration | \$145,581 | \$150,723 | \$104,372 | \$117,577 | | | | |
| 51110 Full Time | \$1,020,490 | \$1,053,136 | \$1,180,340 | \$1,207,751 | \$1,522,466 | \$1,583,739 | 61,273 | 4.02% |
| 51120 Part Time | | \$9,261 | | \$9,956 | | | | |
| 51250 Special Labor | | | | | | | | |
| 51310 Overtime Regular | \$44,473 | \$49,414 | \$86,106 | \$74,869 | \$60,000 | \$60,000 | | |
| 51360 Signing Bonus | | | | | | | | |
| 51430 Longevity | \$25,502 | \$27,323 | \$24,395 | \$22,324 | \$25,853 | \$28,822 | 2,969 | 11.48% |
| 51510 Vacation Leave | | | | | | | | |
| 51515 PTO - Paid Time Off | \$113,343 | \$134,541 | \$127,882 | \$128,213 | | | | |
| 51520 Holidays | | | | | | | | |
| 51540 Sick Days | \$2,779 | \$2,943 | \$1,686 | | | | | |
| 51545 Emergency Sick Leave | \$6,457 | | | | | | | |
| 51570 Funeral Leave | \$507 | | \$1,070 | \$1,480 | | | | |
| 51000 Total | \$1,359,133 | \$1,427,340 | \$1,525,852 | \$1,562,171 | \$1,608,319 | \$1,672,561 | 64,242 | 3.99% |

| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|--|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| HIGHWAY (cont'd) | | | | | | | | |
| <i>Expenses</i> | | | | | | | | |
| 52110 Electricity | \$53,973 | \$53,047 | \$58,692 | \$67,475 | \$65,000 | \$68,000 | 3,000 | 4.62% |
| 52130 Gas Heat | \$44,031 | \$39,571 | \$66,430 | \$59,994 | \$70,000 | \$70,000 | | |
| 52410 Building Maintenance | \$26,038 | \$38,565 | \$32,030 | \$29,259 | \$35,000 | \$30,000 | -5,000 | -14.29% |
| 52480 Radio Repairs | \$1,126 | \$1,183 | \$6,950 | \$1,291 | \$1,800 | \$2,000 | 200 | 11.11% |
| 52490 Vehicle Maintenance | \$136,622 | \$149,436 | \$140,476 | \$149,959 | \$150,000 | \$150,000 | | |
| 53165 Traffic Duty | \$213 | \$2,013 | \$4,030 | \$2,375 | \$2,000 | \$2,000 | | |
| 53410 Telephone | \$3,443 | \$3,590 | \$3,296 | \$3,231 | \$4,000 | \$4,000 | | |
| 53420 Postage | | | \$91 | \$89 | \$200 | \$200 | | |
| 53990 Contract Services | \$12,730 | \$9,207 | \$2,305 | \$169,394 | \$140,000 | \$350,000 | 210,000 | 150.00% |
| 54100 Diesel Fuel | \$107,977 | \$78,534 | \$149,566 | \$65,054 | \$90,000 | \$75,000 | -15,000 | -16.67% |
| 54190 Gasoline | \$37,616 | \$39,904 | \$32,121 | \$34,910 | \$40,000 | \$35,000 | -5,000 | -12.50% |
| 54200 Office Supplies | \$890 | \$2,249 | \$2,734 | \$2,020 | \$2,800 | \$2,800 | | |
| 54210 Road Materials | \$74,127 | \$123,378 | \$124,257 | \$129,107 | \$130,000 | \$130,000 | | |
| 54250 Departmental Supplies | \$82,766 | \$80,109 | \$88,407 | \$66,427 | \$90,000 | \$68,000 | -22,000 | -24.44% |
| 54280 Street Signs | \$13,400 | \$1,216 | \$16,204 | \$15,504 | \$16,000 | \$16,000 | | |
| 54285 Traffic Lights | \$34,441 | \$26,937 | \$36,585 | \$15,079 | \$38,000 | \$25,000 | -13,000 | -34.21% |
| 54290 Machinery Hire | \$16,674 | \$11,820 | \$12,702 | \$2,764 | \$5,000 | \$3,500 | -1,500 | -30.00% |
| 54860 Newspaper Advertisements | \$362 | \$368 | \$1,149 | \$75 | \$2,000 | \$2,000 | | |
| 55960 Uniform Allowance | \$11,003 | \$13,652 | \$15,542 | \$4,972 | \$16,000 | \$12,350 | -3,650 | -22.81% |
| 57200 Out of State Travel | | | | | | | | |
| 57810 Staff Education | \$2,490 | \$3,297 | \$4,500 | \$5,939 | \$5,000 | \$6,500 | 1,500 | 30.00% |
| 58000 Outlay (Rail Trail Maint.) Fence Repair and Replacement | \$1,573 | \$5,045 | \$13,931 | \$2,255 | \$15,000 | \$10,000 | -5,000 | -33.33% |
| 58410 Road Maintenance | \$315 | \$315 | \$16,761 | \$315 | \$5,000 | \$5,000 | | |
| 54000 Total | \$661,808 | \$683,434 | \$828,756 | \$827,486 | \$922,800 | \$1,067,350 | 144,550 | 15.66% |
| Sub-Total Highway | \$2,020,941 | \$2,110,775 | \$2,354,607 | \$2,389,656 | \$2,531,119 | \$2,739,911 | 208,792 | 8.25% |

**Town of Chelmsford
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| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|-----------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| SNOW & ICE 014230 | | | | | | | | |
| 51250 Special Labor | | | | \$1,441 | | | | |
| 51310 Salaries Overtime | \$252,380 | \$294,177 | \$282,595 | \$399,593 | \$310,000 | \$310,000 | | |
| 52460 Equipment Repair | \$71,213 | \$174,750 | \$123,633 | \$93,421 | \$120,000 | \$120,000 | | |
| 53990 Contract Services | \$153,005 | \$146,491 | \$189,813 | \$180,435 | \$200,000 | \$200,000 | | |
| 55830 Snow Salt/Brine | \$433,555 | \$372,189 | \$190,918 | \$450,582 | \$470,000 | \$470,000 | | |
| 57000 Other Charges/Expenditures | | | \$141,716 | | | | | |
| 57800 Other Charges/Expenses | \$89,847 | \$82,643 | \$61,545 | \$13,909 | \$50,000 | \$50,000 | | |
| 58510 New Equipment | | \$43,200 | | | | | | |
| 54000 Total | \$1,000,000 | \$1,113,451 | \$990,220 | \$1,139,381 | \$1,150,000 | \$1,150,000 | | |
| TOTAL BUDGET: Highway/ Snow & Ice | \$3,020,941 | \$3,224,226 | \$3,344,828 | \$3,529,038 | \$3,681,119 | \$3,889,911 | 208,792 | 5.67% |

**Town of Chelmsford
FY2027
Town Manager's
Budget Recommendation
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| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|--|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| <u>FACILITIES - PARKS DIVISION 014280</u> | | | | | | | | |
| <i>Personnel Services</i> | | | | | | | | |
| 51110 Full Time | \$65,945 | \$63,848 | \$68,070 | | | | | |
| 51120 Part Time | | | | | | | | |
| 51310 Overtime Reg | | | | | | | | |
| 51430 Longevity | \$3,317 | \$3,384 | \$3,455 | | | | | |
| 51510 Vacation Leave | | | | | | | | |
| 51515 PTO - Paid Time Off | \$5,515 | \$10,760 | \$5,869 | | | | | |
| 51520 Holidays | | | | | | | | |
| 51530 Personal Days | | | | | | | | |
| 51540 Sick Days | \$565 | | | | | | | |
| 51545 Emergency Sick Leave | \$1,412 | | | | | | | |
| 51570 Funeral Leave | \$282 | | | | | | | |
| 51590 Wellness Bonus | | | | | | | | |
| 51000 Total | \$77,037 | \$77,992 | \$77,394 | | | | | |
| <i>Expenses</i> | | | | | | | | |
| 52110 Electricity | \$5,542 | \$6,203 | \$6,578 | \$7,430 | \$7,000 | | -7,000 | -100.00% |
| 52130 Gas Heat | \$622 | \$953 | \$1,283 | \$1,094 | \$1,300 | | -1,300 | -100.00% |
| 52410 Building Maintenance | | | | | | | | |
| 52460 Equipment Repair | \$1,475 | \$650 | \$1,452 | \$454 | \$2,000 | | -2,000 | -100.00% |
| 52490 Vehicle Maintenance | \$2,882 | \$1,485 | \$2,635 | \$1,411 | \$3,000 | | -3,000 | -100.00% |
| 53410 Telephone | | | | | | | | |
| 54100 Diesel Fuel | \$908 | \$994 | \$656 | \$592 | \$2,000 | | -2,000 | -100.00% |
| 54190 Gasoline | \$1,246 | \$46 | \$239 | \$32 | \$4,500 | | -4,500 | -100.00% |
| 54610 Grounds Maintenance | \$16,543 | \$20,537 | \$21,737 | \$14,290 | \$23,000 | | -23,000 | -100.00% |
| 58000 Outlay | | | | | | | | |
| 54000 Total | \$29,217 | \$30,869 | \$34,580 | \$25,304 | \$42,800 | | -42,800 | -100.00% |
| TOTAL BUDGET | \$106,255 | \$108,860 | \$111,974 | \$25,304 | \$42,800 | | -42,800 | -100.00% |

**Town of Chelmsford
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| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|---------------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| PUBLIC BUILDINGS 014700 | | | | | | | | |
| <i>Personnel Services</i> | | | | | | | | |
| 51110 Full Time | \$21,563 | \$20,296 | \$13,394 | \$10,441 | | | | |
| 51120 Part Time | | \$744 | \$791 | | \$31,208 | \$33,291 | 2,083 | 6.67% |
| 51310 Overtime | \$555 | \$6,330 | \$13,241 | \$17,846 | | | | |
| 51430 Longevity Shift Differential | | | | | | | | |
| 51510 Vacation Leave | | | | | | | | |
| 51515 PTO - Paid Time Off | | | | | | | | |
| 51520 Holidays | | | | | | | | |
| 51530 Personal Days | | | | | | | | |
| 51000 Total | \$22,118 | \$27,371 | \$27,425 | \$28,286 | \$31,208 | \$33,291 | 2,083 | 6.67% |
| <i>Expenses</i> | | | | | | | | |
| 52110 Electricity | \$36,600 | \$26,306 | \$26,125 | \$36,567 | \$30,000 | \$36,000 | 6,000 | 20.00% |
| 52130 Gas Heat | \$20,551 | \$19,233 | \$19,988 | \$19,690 | \$22,000 | \$22,000 | | |
| 52140 Heating Maintenance | | | | | | | | |
| 52310 Water Bills | | | | | | | | |
| 52410 Building Maintenance | \$33,296 | \$32,484 | \$47,820 | \$24,309 | \$40,000 | \$30,000 | -10,000 | -25.00% |
| 52490 Vehicle Maintenance | \$3,354 | \$1,871 | \$1,427 | \$1,369 | \$3,000 | \$3,000 | | |
| 52500 Custodial Maintenance | \$5,277 | \$8,252 | \$7,574 | \$5,786 | \$8,000 | \$8,000 | | |
| 52510 Custodial Services Contract | \$36,408 | \$36,407 | \$41,941 | \$37,986 | \$45,000 | \$50,000 | 5,000 | 11.11% |
| 53140 Copier Expense | \$4,942 | \$6,688 | \$8,139 | \$7,192 | \$9,600 | \$9,500 | -100 | -1.04% |
| 53410 Telephone | \$440 | \$146 | \$146 | \$411 | \$200 | \$500 | 300 | 150.00% |
| 58000 Outlay | \$3,356 | \$5,000 | | | | | | |
| 54000 Total | \$144,225 | \$136,387 | \$153,161 | \$133,310 | \$157,800 | \$159,000 | 1,200 | 0.76% |
| TOTAL BUDGET | \$166,343 | \$163,758 | \$180,586 | \$161,596 | \$189,008 | \$192,291 | 3,283 | 1.74% |

| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|---|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| BLDGS - OLD/NORTH/AUXILIARY 014710 | | | | | | | | |
| <i>Expenses</i> | | | | | | | | |
| 52110 Electricity | \$69 | \$1,842 | \$100 | \$119 | | | | |
| 52130 Gas Heat | | \$152 | \$140 | \$489 | | | | |
| 53410 Telephone | | | | | | | | |
| 52410 Building Maintenance | \$32,983 | \$22,642 | \$18,884 | \$16,157 | \$30,000 | | -30,000 | -100.00% |
| TOTAL BUDGET | \$33,052 | \$24,635 | \$19,124 | \$16,766 | \$30,000 | | -30,000 | -100.00% |

**Town of Chelmsford
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| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|-----------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| CEMETERY COMMISSION 014910 | | | | | | | | |
| <i>Personnel Services</i> | \$315,559 | \$332,638 | \$340,011 | \$369,904 | \$387,676 | \$404,347 | 16,671 | 4.30% |
| <i>Expenses</i> | \$62,648 | \$63,596 | \$67,449 | \$75,911 | \$78,860 | \$79,544 | 684 | 0.87% |
| TOTAL BUDGET | \$378,207 | \$396,235 | \$407,459 | \$445,814 | \$466,536 | \$483,891 | 17,355 | 3.72% |

Personnel

| Position | FY2022 FTE | FY2023 FTE | FY2024 FTE | FY2025 FTE | FY2026 FTE | FY2027 FTE |
|----------------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Superintendent | 1 | 1 | 1 | 1 | 1 | 1 |
| P.T. Clerk | 0.40 | 0.40 | 0.40 | 0.40 | 0.40 | 0.40 |
| Working Foreman | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Truck Driver/Laborer | 1 | 1 | 1 | 1 | 1 | 1 |
| Senior Laborer | 1 | 1 | 1 | 1 | 1 | 1 |
| | 4.40 | 4.40 | 4.40 | 4.40 | 4.40 | 4.40 |

**Town of Chelmsford
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| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|-----------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|---------------|--------------|
| CEMETERY COMMISSION 014910 | | | | | | | | |
| <i>Personnel Services</i> | | | | | | | | |
| 51020 Clerical | | | | | \$28,735 | \$29,915 | 1,180 | 4.11% |
| 51100 Salary Elected Officials | | | | | | | | |
| 51110 Full Time | \$240,189 | \$256,985 | \$260,660 | \$275,601 | \$321,752 | \$336,182 | 14,430 | 4.48% |
| 51120 Part Time | \$23,015 | \$24,062 | \$25,183 | \$26,969 | | | | |
| Extra Day | | | | | | | | |
| 51130 Disinterment | \$300 | \$450 | \$450 | \$300 | \$600 | \$600 | | |
| 51250 Special Labor | | | | \$91 | | | | |
| 51300 Call-in OT | \$9,227 | \$8,553 | \$6,913 | \$11,311 | \$13,250 | \$13,500 | 250 | 1.89% |
| 51310 Overtime-Regular | \$13,722 | \$12,039 | \$11,755 | \$15,330 | \$13,250 | \$13,500 | 250 | 1.89% |
| 51515 PTO - Paid Time Off | \$23,116 | \$23,234 | \$24,983 | \$30,699 | | | | |
| 51430 Longevity | \$5,989 | \$7,316 | \$8,590 | \$9,602 | \$10,089 | \$10,650 | 561 | 5.56% |
| 51510 Vacation Leave | | | | | | | | |
| 51520 Holidays | | | | | | | | |
| 51530 Personal Days | | | | | | | | |
| 51540 Sick Days | | | \$1,476 | | | | | |
| 51590 Wellness Bonus | | | | | | | | |
| 51000 Total | \$315,559 | \$332,638 | \$340,011 | \$369,904 | \$387,676 | \$404,347 | 16,671 | 4.30% |
| <i>Expenses</i> | | | | | | | | |
| 52110 Electricity | \$1,521 | \$1,155 | \$1,687 | \$1,492 | \$1,750 | \$1,750 | | |
| 52130 Gas Heat | \$2,995 | \$2,993 | \$4,256 | \$5,494 | \$4,000 | \$4,500 | 500 | 12.50% |
| 52410 Building Maintenance | \$2,945 | \$3,329 | \$2,819 | \$2,184 | \$3,000 | \$3,100 | 100 | 3.33% |
| 52460 Equipment Repair | \$1,893 | \$2,562 | \$3,499 | \$4,664 | \$6,500 | \$6,500 | | |
| 52470 Computer Maintenance | | \$170 | | \$2,975 | \$3,500 | \$3,500 | | |
| 52490 Vehicle Maintenance | \$4,707 | \$7,910 | \$3,416 | \$5,045 | \$3,500 | \$3,500 | | |
| 53410 Telephone | \$515 | \$512 | \$476 | \$512 | \$600 | \$600 | | |
| 53420 Postage | \$124 | \$146 | \$268 | \$146 | \$410 | \$444 | 34 | 8.29% |
| 53990 Contracted Services | \$118 | \$20,000 | \$335 | \$2,569 | | | | |
| 54100 Diesel Fuel | \$1,491 | \$1,884 | \$1,581 | \$1,293 | \$2,500 | \$2,500 | | |
| 54190 Gasoline | \$7,682 | \$8,670 | \$9,960 | \$9,419 | \$10,000 | \$10,000 | | |
| 54200 Office Supplies | \$2,063 | \$2,513 | \$1,364 | \$2,890 | \$2,000 | \$2,000 | | |
| 54250 Supplies Departmental | \$3,559 | \$1,696 | \$3,623 | \$2,284 | \$3,000 | \$3,000 | | |
| 54610 Grounds Maintenance | \$7,445 | \$6,957 | \$9,706 | \$7,449 | \$8,000 | \$8,000 | | |
| 54650 Restoration/Vandalism | | \$492 | \$165 | \$1,000 | \$1,000 | \$1,000 | | |
| 55960 Uniform Allowance | \$1,930 | \$1,457 | \$1,682 | \$1,650 | \$1,650 | \$1,650 | | |
| 57100 In State Travel | \$1,253 | \$1,003 | \$1,745 | \$1,653 | \$650 | \$1,000 | 350 | 53.85% |
| 57200 Out of State Travel | \$884 | | \$197 | \$441 | \$1,350 | \$1,000 | -350 | -25.93% |
| 57310 Dues & Subscription | \$399 | \$149 | \$670 | \$350 | \$450 | \$500 | 50 | 11.11% |
| 58000 Outlay | \$21,125 | | \$20,000 | \$22,400 | \$25,000 | \$25,000 | | |
| 54000 Total | \$62,648 | \$63,596 | \$67,449 | \$75,911 | \$78,860 | \$79,544 | 684 | 0.87% |
| TOTAL BUDGET | \$378,207 | \$396,235 | \$407,459 | \$445,814 | \$466,536 | \$483,891 | 17,355 | 3.72% |

**Town of Chelmsford
FY2027
Town Manager's
Budget Recommendation
February 9, 2026**

| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|--|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| <u>MUNICIPAL FACILITIES DIVISION 014720</u> | | | | | | | | |
| <i>Personnel Services</i> | \$955,774 | \$1,076,407 | \$1,130,392 | \$1,373,668 | \$1,494,869 | \$1,538,653 | 43,784 | 2.93% |
| <i>Expenses</i> | \$1,084,430 | \$1,154,533 | \$1,077,070 | \$1,102,112 | \$1,160,700 | \$1,266,950 | 106,250 | 9.15% |
| TOTAL BUDGET | \$2,040,204 | \$2,230,940 | \$2,207,462 | \$2,475,781 | \$2,655,569 | \$2,805,603 | 150,034 | 5.65% |

Personnel

| Position | FY2022 | FY2023 | FY2024 | FY2025 | FY2026 | FY2027 |
|----------------------------------|--------|--------|--------|--------|--------|--------|
| | FTE | FTE | FTE | FTE | FTE | FTE |
| Manager | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Departmental Assistant | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Operations Manager | | | | 1.00 | 1.00 | 1.00 |
| Foreman | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Project & Procurement Manager* | | | | 1.00 | 1.00 | 1.00 |
| Electrician | 1.00 | 1.00 | 2.00 | 1.00 | 1.00 | 1.00 |
| Plumber | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Maintenance/Painter | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Maintenance/Small Engine Repairs | | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Carpenter | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| HVAC Technician | | | 1.00 | 1.00 | 1.00 | 1.00 |
| Parks Laborer | | | 1.00 | 1.00 | 1.00 | 1.00 |
| Maintenance/ Asbestos | | | 1.00 | 1.00 | 1.00 | 1.00 |
| Maintenance, General | 6.00 | 3.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Truck Driver | | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Parks & Playground Coordinator | 0.50 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Sustainability Manager | 1.00 | 0.50 | 0.50 | 0.50 | 0.50 | 0.50 |
| Groundskeeper | | | 1.00 | 1.00 | 1.00 | 1.00 |
| Summer Support | | | | | | |
| | 14.50 | 13.50 | 16.50 | 17.50 | 17.50 | 17.50 |

* Project & Procurement Manager Reallocated from Library Facilities

**Town of Chelmsford
FY2027
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February 9, 2026**

| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|------------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| MUNICIPAL FACILITIES 014720 | | | | | | | | |
| <i>Personnel Services</i> | | | | | | | | |
| 51110 Full Time | \$793,493 | \$898,900 | \$931,652 | \$1,065,669 | \$1,359,598 | \$1,392,300 | 32,702 | 2.41% |
| 51120 Part Time | | \$2,592 | \$10,886 | \$88,904 | \$32,599 | \$40,000 | 7,401 | 22.70% |
| 51210 Salaries - Seasonal | \$15,874 | \$29,059 | \$32,598 | \$39,052 | \$40,000 | \$40,000 | | |
| 51250 Special Labor | \$72 | \$4,396 | | | | | | |
| 51310 Overtime-Regular | \$20,873 | \$42,780 | \$37,530 | \$44,032 | \$42,000 | \$45,000 | 3,000 | 7.14% |
| 51430 Longevity | \$12,101 | \$12,694 | \$11,956 | \$14,262 | \$20,672 | \$21,353 | 681 | 3.29% |
| 51510 Vacation Leave | | | | | | | | |
| 51515 PTO - Paid Time Off | \$86,990 | \$81,385 | \$101,989 | \$119,939 | | | | |
| 51520 Holidays | | | | \$244 | | | | |
| 51530 Personal Days | | | | | | | | |
| 51540 Sick Days | \$14,474 | \$3,635 | | \$1,332 | | | | |
| 51545 Emergency Sick Leave | \$8,528 | | | | | | | |
| 51570 Funeral Leave | \$3,370 | \$966 | \$3,781 | \$234 | | | | |
| 51590 Wellness Bonus | | | | | | | | |
| 51000 Total | \$955,774 | \$1,076,407 | \$1,130,392 | \$1,373,668 | \$1,494,869 | \$1,538,653 | 43,784 | 2.93% |
| <i>Expenses</i> | | | | | | | | |
| 52110 Electricity | | | | | | \$7,500 | 7,500 | |
| 52130 Gas Heat | | | | | | \$1,300 | | |
| 52440 Building Safety Maintenance | \$56,345 | \$55,750 | \$61,249 | \$85,748 | \$70,000 | \$70,000 | | |
| 52410 Building Maintenance | \$433,646 | \$310,243 | \$348,440 | \$324,493 | \$350,000 | \$455,000 | 105,000 | 30.00% |
| 52430 Playground Maintenance | \$36,689 | \$43,762 | \$45,785 | \$52,121 | \$45,000 | \$45,000 | | |
| 52450 Solar Array Maintenance | \$54,420 | \$53,779 | \$82,827 | \$58,641 | \$85,000 | \$70,000 | -15,000 | -17.65% |
| 52460 Equipment Repair | \$316,246 | \$422,047 | \$356,245 | \$364,648 | \$375,000 | \$362,000 | -13,000 | -3.47% |
| 52490 Vehicle Maintenance | \$34,880 | \$26,989 | \$32,377 | \$16,275 | \$38,000 | \$20,000 | -18,000 | -47.37% |
| 53410 Telephone | \$7,016 | \$8,800 | \$6,978 | \$8,117 | \$8,000 | \$8,500 | 500 | 6.25% |
| 53420 Postage | \$13 | | | | | | | |
| 53990 Contract Services | | | | \$39,999 | \$30,000 | \$40,000 | 10,000 | 33.33% |
| 54000 Supplies | | | | | | | | |
| 54100 Diesel Fuel | | | | | | \$2,000 | | |
| 54190 Gasoline | \$37,736 | \$33,899 | \$32,675 | \$33,588 | \$38,000 | \$35,000 | -3,000 | -7.89% |
| 54200 Office Supplies | \$2,586 | \$2,814 | \$3,155 | \$3,834 | \$3,200 | \$3,500 | 300 | 9.38% |
| 54250 Supplies Departmental | \$23,409 | \$19,619 | \$14,548 | \$19,763 | \$18,000 | \$18,000 | | |
| 54610 Grounds Maintenance | \$37,811 | \$154,877 | \$72,290 | \$72,665 | \$75,000 | \$100,000 | 25,000 | 33.33% |
| 54860 Newspaper Advertisement | \$430 | \$1,615 | \$279 | \$1,962 | \$2,500 | \$2,500 | | |
| 55960 Uniform Allowance | \$5,393 | \$6,915 | \$6,323 | \$2,111 | \$8,000 | \$8,150 | 150 | 1.88% |
| 57310 Dues & Subscriptions | \$1,932 | \$1,724 | \$1,900 | \$3,415 | | \$3,500 | 3,500 | |
| 58000 Outlay | \$35,878 | \$11,700 | \$12,000 | \$12,942 | \$12,000 | \$12,000 | | |
| 57810 Staff Education | | | | \$1,791 | \$3,000 | \$3,000 | | |
| 54000 Total | \$1,084,430 | \$1,154,533 | \$1,077,070 | \$1,102,112 | \$1,160,700 | \$1,266,950 | 106,250 | 9.15% |
| TOTAL BUDGET | \$2,040,204 | \$2,230,940 | \$2,207,462 | \$2,475,781 | \$2,655,569 | \$2,805,603 | 150,034 | 5.65% |

**Town of Chelmsford
FY2027
Town Manager's
Budget Recommendation
February 9, 2026**

| SUMMARY | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|---------------------------|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| COMMUNITY SERVICES | | | | | | | | |
| <i>Personnel Services</i> | \$2,601,176 | \$2,731,543 | \$2,913,952 | \$3,092,387 | \$3,198,902 | \$3,362,142 | 163,240 | 5.10% |
| <i>Expenses</i> | \$863,649 | \$980,364 | \$933,868 | \$925,558 | \$1,041,298 | \$1,073,870 | 32,572 | 3.13% |
| TOTAL BUDGET | \$3,464,825 | \$3,711,907 | \$3,847,820 | \$4,017,945 | \$4,240,200 | \$4,436,012 | 195,812 | 4.62% |

**Town of Chelmsford
FY2027
Town Manager's
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| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|-------------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| DEPARTMENT OF HUMAN SERVICES | | | | | | | | |
| <i>Personnel Services</i> | \$434,055 | \$505,399 | \$539,310 | \$573,641 | \$566,569 | \$597,564 | 30,995 | 5.47% |
| <i>Expenses</i> | \$269,645 | \$311,303 | \$289,732 | \$282,517 | \$309,248 | \$322,820 | 13,572 | 4.39% |
| TOTAL BUDGET | \$703,700 | \$816,703 | \$829,042 | \$856,158 | \$875,817 | \$920,384 | 44,567 | 5.09% |

Personnel

| Position | FY2022 | FY2023 | FY2024 | FY2025 | FY2026 | FY2027 |
|--|--------|--------|--------|--------|--------|--------|
| | FTE | FTE | FTE | FTE | FTE | FTE |
| Senior Center Director | 1 | 1 | 1 | 1 | 1 | 1 |
| Department Assistant/Principal Clerk | 1 | 1 | 1 | 1 | 1 | 1 |
| Assistant Veterans Agent | | 0.50 | 0.50 | 0.50 | | |
| Social/Elder Services Coordinators | 1.00 | 1.00 | 1.50 | 1.50 | 1.50 | 1.50 |
| Program Coordinator/Assistant Director | 1 | 1 | 1 | 1 | 1 | 1 |
| Building Manager & Custodian | 1.50 | 1.50 | 1.00 | 1.00 | 1.00 | 1.00 |
| Van Driver | 1 | 1 | 1 | 1 | 1 | 1 |
| Part Time Substitute Van Driver | | | | | | |
| Veterans Services Director | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| | 7.50 | 8.00 | 8.00 | 8.00 | 7.50 | 7.50 |

**Town of Chelmsford
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Budget Recommendation
February 9, 2026**

| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|-----------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| VETERANS 015430 | | | | | | | | |
| <i>Personnel Services</i> | | | | | | | | |
| 51110 Full Time | \$75,679 | \$78,851 | \$81,642 | \$86,883 | \$105,160 | \$108,314 | 3,154 | 3.00% |
| 51120 Part Time | | \$27,905 | \$34,818 | \$35,909 | | | | |
| 51230 Longevity Extra Day | \$5,178 | \$5,414 | \$5,666 | \$6,006 | \$6,309 | \$6,499 | 190 | 3.01% |
| 51510 Vacation Leave | | | | | | | | |
| 51515 PTO - Paid Time Off | \$10,641 | \$11,959 | \$14,869 | \$16,509 | | | | |
| 51520 Holidays | | | | | | | | |
| 51530 Personal Days | | | | | | | | |
| 51540 Sick Days | | | | | | | | |
| 51570 Funeral Leave | | | | | | | | |
| 51590 Wellness Bonus | | | | | | | | |
| 51000 Total | \$91,498 | \$124,129 | \$136,995 | \$145,307 | \$111,469 | \$114,813 | 3,344 | 3.00% |
| <i>Expenses</i> | | | | | | | | |
| 53410 Telephone | \$420 | \$589 | \$499 | \$511 | \$420 | \$420 | | |
| 53420 Postage | \$450 | \$145 | \$155 | \$214 | \$250 | \$250 | | |
| 54200 Office Supplies | \$3,500 | \$4,834 | \$4,385 | \$3,387 | \$3,700 | \$3,700 | | |
| 57100 In State Travel | \$2,100 | \$2,188 | \$2,350 | \$1,465 | \$2,100 | \$2,100 | | |
| 57810 Staff Education | \$250 | \$235 | \$230 | \$250 | \$250 | \$250 | | |
| 58000 Outlay | | | | | | | | |
| 54000 Total | \$6,720 | \$7,991 | \$7,620 | \$5,827 | \$6,720 | \$6,720 | | |
| <i>Cash & Material Grants</i> | | | | | | | | |
| 57710 Veterans Benefits | \$125,000 | \$133,104 | \$97,870 | \$86,723 | \$110,000 | \$115,000 | 5,000 | 4.55% |
| TOTAL BUDGET | \$223,218 | \$265,225 | \$242,485 | \$237,857 | \$228,189 | \$236,533 | 8,344 | 3.66% |

**Town of Chelmsford
FY2027
Town Manager's
Budget Recommendation
February 9, 2026**

| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|--------------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| COUNCIL ON AGING 015410 | | | | | | | | |
| <i>Personnel Services</i> | | | | | | | | |
| 51110 Full Time | \$258,620 | \$297,092 | \$347,193 | \$369,886 | \$436,518 | \$460,853 | 24,335 | 5.57% |
| 51120 Part Time | \$38,211 | \$39,916 | \$4,069 | \$92 | | | | |
| 51310 Overtime Regular | \$1,275 | \$784 | \$33 | \$69 | | | | |
| 51430 Longevity Extra Day | \$5,345 | \$9,699 | \$9,972 | \$12,096 | \$15,956 | \$19,272 | 3,316 | 20.78% |
| 51510 Vacation Leave | | | | | | | | |
| 51515 PTO - Paid Time Off | \$39,106 | \$33,779 | \$41,048 | \$46,191 | \$2,626 | \$2,626 | | |
| 51520 Holidays | | | | | | | | |
| 51530 Personal Days | | | | | | | | |
| 51540 Sick Days | | | | | | | | |
| 51570 Funeral Leave | | | | | | | | |
| 51590 Wellness Bonus | | | | | | | | |
| 51000 Total | \$342,557 | \$381,270 | \$402,315 | \$428,334 | \$455,100 | \$482,751 | 27,651 | 6.08% |
| <i>Expenses</i> | | | | | | | | |
| 52110 Electricity | \$26,768 | \$18,000 | \$21,581 | \$41,098 | \$23,000 | \$42,000 | 19,000 | 82.61% |
| 52130 Gas Heat | \$5,564 | \$6,500 | \$323 | \$296 | \$2,000 | \$1,000 | -1,000 | -50.00% |
| 52310 Water Bills | \$2,000 | \$2,200 | \$4,398 | \$4,695 | \$5,000 | \$5,000 | | |
| 52410 Building Maintenance | \$18,829 | \$24,000 | \$22,157 | \$23,814 | \$26,000 | \$26,000 | | |
| 52490 Vehicle Maintenance | \$2,539 | \$5,000 | \$6,702 | \$4,669 | \$7,500 | \$5,000 | -2,500 | -33.33% |
| 53310 Newsletter | \$1,584 | \$5,200 | \$4,012 | \$4,466 | \$2,000 | \$2,000 | | |
| 53410 Telephone | \$1,421 | \$1,600 | \$1,487 | \$1,543 | \$1,600 | \$1,600 | | |
| 53420 Postage | \$26 | \$400 | \$875 | \$292 | \$500 | \$500 | | |
| 53990 Contract Services | \$8,619 | \$31,128 | \$28,893 | \$30,852 | \$33,128 | \$35,000 | 1,872 | 5.65% |
| 54190 Gasoline | \$11,278 | \$15,600 | \$12,966 | \$11,151 | \$12,500 | \$12,500 | | |
| 54200 Office Supplies | \$2,999 | \$2,880 | \$3,207 | \$3,079 | \$3,000 | \$3,000 | | |
| 54250 Supplies-Departmental | \$5,342 | \$4,800 | \$6,284 | \$5,683 | \$4,000 | \$4,000 | | |
| 54300 Meals on Wheels /Sr. Nutrition | \$36,354 | \$34,000 | \$44,986 | \$38,511 | \$38,000 | \$38,000 | | |
| 54310 Medical Supplies | | | | | | | | |
| 57100 In State Travel | \$1,719 | \$1,500 | \$1,886 | \$1,692 | \$500 | \$500 | | |
| 57310 Dues & Subscriptions | \$1,812 | \$1,900 | \$2,509 | \$2,912 | \$2,800 | \$3,000 | 200 | 7.14% |
| 57800 Other Charges/Expenses | \$4,860 | \$2,000 | \$2,921 | \$1,597 | | | | |
| 57810 Staff Education | \$735 | \$1,500 | \$1,029 | \$930 | \$2,000 | \$2,000 | | |
| 58000 Outlay | \$5,476 | \$12,000 | \$18,028 | \$12,687 | \$29,000 | \$20,000 | -9,000 | -31.03% |
| 54000 Total | \$137,925 | \$170,208 | \$184,242 | \$189,967 | \$192,528 | \$201,100 | 8,572 | 4.45% |
| TOTAL BUDGET | \$480,482 | \$551,478 | \$586,557 | \$618,302 | \$647,628 | \$683,851 | 36,223 | 5.59% |

**Town of Chelmsford
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| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|-----------------------------|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| COMMUNITY ENRICHMENT | | | | | | | | |
| <i>Personnel Services</i> | \$78,998 | \$82,009 | \$85,555 | \$177,341 | \$143,299 | \$141,010 | -2,289 | -1.60% |
| <i>Expenses</i> | \$53,853 | \$100,550 | \$63,755 | \$42,862 | \$48,200 | \$48,200 | | |
| TOTAL BUDGET | \$132,851 | \$182,559 | \$149,309 | \$220,202 | \$191,499 | \$189,210 | -2,289 | -1.20% |

Personnel

| Position | FY2022 FTE | FY2023 FTE | FY2024 FTE | FY2025 FTE | FY2026 FTE | FY2027 FTE |
|--------------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Community Services Director | 1.00 | 1.00 | 1.00 | 1.00 | - | 1.00 |
| Chelmsford Center for Arts Director | | | | 1.00 | 1.00 | 1.00 |
| Chelmsford Center for Arts Assistant | | | | 1.00 | 1.00 | 1.00 |
| | 1.00 | 1.00 | 1.00 | 3.00 | 2.00 | 2.00 |

**Town of Chelmsford
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| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|----------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| COMMUNITY SERVICES 016900 | | | | | | | | |
| <i>Personnel Services</i> | | | | | | | | |
| 51110 Full Time | \$71,691 | \$71,839 | \$79,171 | \$51,367 | | | | |
| 51515 PTO - Paid Time Off | \$6,511 | \$9,921 | \$6,384 | \$8,989 | | | | |
| 51000 51000 Total | \$78,202 | \$81,760 | \$85,555 | \$60,356 | | | | |
| <i>Expenses</i> | | | | | | | | |
| 54200 Office Supplies | | | | | | | | |
| 57800 Other Charges/ Expenses | \$9,242 | \$10,000 | \$10,116 | \$5,332 | | | | |
| 54000 Total | \$9,242 | \$10,000 | \$10,116 | \$5,332 | | | | |
| TOTAL BUDGET | \$87,443 | \$91,760 | \$95,670 | \$65,688 | | | | |
| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |

RECREATION 016300

| | | | | | | | | |
|------------------------------|----------|----------|----------|----------|----------|----------|--|--|
| <i>Expenses</i> | | | | | | | | |
| 52310 Water Bills | | | | | | | | |
| 54540 Recreational Program | \$42,045 | \$35,000 | \$44,919 | \$2,477 | | | | |
| 54610 Grounds Maintenance | | | | | | | | |
| Pond Weed Control | | \$50,000 | | \$10,000 | \$15,000 | \$15,000 | | |
| 57800 Other Charges/Expenses | \$2,286 | | \$3,236 | \$7,885 | | | | |
| 54000 Total | \$44,331 | \$85,000 | \$48,155 | \$20,362 | \$15,000 | \$15,000 | | |
| TOTAL BUDGET | \$44,331 | \$85,000 | \$48,155 | \$20,362 | \$15,000 | \$15,000 | | |

| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|--------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| CULTURAL COUNCIL 016960 | | | | | | | | |

| | | | | | | | | |
|------------------------------|--|---------|---------|---------|---------|---------|--|--|
| <i>Expenses</i> | | | | | | | | |
| 57800 Other Charges/Expenses | | \$2,350 | \$1,050 | \$1,007 | \$5,000 | \$5,000 | | |
| TOTAL BUDGET | | \$2,350 | \$1,050 | \$1,007 | \$5,000 | \$5,000 | | |

**Town of Chelmsford
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| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|-----------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| CENTER FOR THE ARTS 016920 | | | | | | | | |
| <i>Personnel Services</i> | | | | | | | | |
| 51110 Full Time | | | \$921 | \$21,329 | \$106,449 | \$65,000 | -41,449 | -38.94% |
| 51120 Part Time | | | | \$90,390 | | \$75,360 | 75,360 | |
| 51515 PTO - Paid Time Off | | | | \$5,265 | \$36,200 | | -36,200 | -100.00% |
| 51000 51000 Total | | | \$921 | \$116,984 | \$142,649 | \$140,360 | -2,289 | -1.60% |
| <i>Expenses</i> | | | | | | | | |
| 53990 Contract Services | | | | \$12,671 | \$14,400 | \$14,400 | | |
| 54200 Office Supplies | | | | | \$5,600 | \$5,600 | | |
| 54860 Marketing | | | | | \$2,700 | \$2,700 | | |
| 57800 Other Charges/ Expenses | | | | | \$2,300 | \$2,300 | | |
| 54000 Total | | | | \$12,671 | \$25,000 | \$25,000 | | |
| TOTAL BUDGET | | | \$921 | \$129,656 | \$167,649 | \$165,360 | -2,289 | -1.37% |

| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|-----------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| PUBLIC CELEBRATIONS 016930 | | | | | | | | |
| <i>Expenses</i> | | | | | | | | |
| J16930 · 57800 Town Celebration | \$80 | \$1,500 | \$2,433 | | \$1,500 | \$1,500 | | |
| J16940 · 57800 Memorial Day | | \$500 | \$2,001 | \$2,178 | \$500 | \$500 | | |
| TOTAL BUDGET | \$80 | \$2,000 | \$4,434 | \$2,178 | \$2,000 | \$2,000 | | |

| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|-------------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| HISTORICAL COMMISSION 016910 | | | | | | | | |
| <i>Personnel Services</i> | | | | | | | | |
| 51120 Part Time | \$796 | \$248 | | | \$650 | \$650 | | |
| 51000 Total | \$796 | \$248 | | | \$650 | \$650 | | |
| <i>Expenses</i> | | | | | | | | |
| 57800 Other Charges/Expenses | \$200 | \$1,200 | | \$1,311 | \$1,200 | \$1,200 | | |
| 54000 Total | \$200 | \$1,200 | | \$1,311 | \$1,200 | \$1,200 | | |
| TOTAL BUDGET | \$996 | \$1,448 | | \$1,311 | \$1,850 | \$1,850 | | |

**Town of Chelmsford
FY2027
Town Manager's
Budget Recommendation
February 9, 2026**

| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|---------------------------|------------------|------------------|------------------|------------------|------------------|------------------|---------------|--------------|
| BOARD OF HEALTH | | | | | | | | |
| <i>Personnel Services</i> | \$406,709 | \$491,348 | \$543,672 | \$526,428 | \$552,142 | \$576,617 | 24,475 | 4.43% |
| <i>Expenses</i> | \$34,091 | \$37,150 | \$40,726 | \$41,793 | \$43,350 | \$43,350 | | |
| TOTAL BUDGET | \$440,800 | \$528,498 | \$584,398 | \$568,220 | \$595,492 | \$619,967 | 24,475 | 4.11% |

Personnel

| Position | FY2022 | FY2023 | FY2024 | FY2025 | FY2026 | FY2027 |
|--|--------|--------|--------|--------|--------|--------|
| | FTE | FTE | FTE | FTE | FTE | FTE |
| Director | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Assistant Director | | | 1.00 | 1.00 | - | - |
| Director/ Nursemanager | | | | | | |
| Health Inspector | 1.00 | 1.00 | | 1.00 | - | - |
| Health Insp./ Public Health Associate* | 1.00 | 1.00 | 1.00 | | | |
| Senior Health Inspector | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Dept. Assistant | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Public Health & Wellness Coordinator* | | | 1.00 | 0.80 | 0.80 | 0.80 |
| Full-Time Nurse | 0.80 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Social Worker* | 1.00 | 1.00 | 0.80 | 1.00 | 1.00 | 1.00 |
| Health Educator | 0.40 | 0.80 | | | | |
| | 7.20 | 7.80 | 7.80 | 7.80 | 5.80 | 5.80 |

*Footnote: 1.0 FTE Social Worker position is funded through the American Rescue Plan Act (ARPA) for first half of FY2025.

**Town of Chelmsford
FY2027
Town Manager's
Budget Recommendation
February 9, 2026**

| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|-------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|---------------|--------------|
| BOARD OF HEALTH 015100 | | | | | | | | |
| <i>Personnel Services</i> | | | | | | | | |
| 51100 Salaries-Elected | | | | | | | | |
| 51110 Full Time | \$280,776 | \$354,962 | \$417,529 | \$446,237 | \$461,235 | \$480,818 | 19,583 | 4.25% |
| 51120 Part Time | \$70,647 | \$78,657 | \$55,469 | | \$60,191 | \$66,764 | 6,573 | 10.92% |
| 51310 Overtime Regular | | \$4,886 | \$10,685 | \$12,315 | \$25,000 | \$23,000 | -2,000 | -8.00% |
| 51430 Longevity Extra Day | \$8,886 | \$9,934 | \$12,531 | \$5,441 | \$5,716 | \$6,035 | 319 | 5.58% |
| 51510 Vacation Leave | | | | | | | | |
| 51515 PTO - Paid Time Off | \$44,537 | \$42,908 | \$47,458 | \$62,434 | | | | |
| 51520 Holidays | | | | | | | | |
| 51540 Sick Days | | | | | | | | |
| 51545 Emergency Sick Leave | \$1,863 | | | | | | | |
| 51570 Funeral Leave | | | | | | | | |
| 51590 Wellness Bonus | | | | | | | | |
| 51000 Total | \$406,709 | \$491,348 | \$543,672 | \$526,428 | \$552,142 | \$576,617 | 24,475 | 4.43% |
| <i>Expenses</i> | | | | | | | | |
| 52490 Vehicle Maintenance | | \$1,500 | | \$36 | \$1,900 | \$900 | -1,000 | -52.63% |
| 53410 Telephone | \$5,821 | \$3,800 | \$4,582 | \$4,433 | \$4,200 | \$4,500 | 300 | 7.14% |
| 53420 Postage | \$280 | \$500 | \$566 | \$156 | \$500 | \$500 | | |
| 53990 Contract Services | \$3,092 | \$4,000 | \$2,770 | \$2,857 | \$4,000 | \$4,000 | | |
| 54190 Gasoline | \$839 | \$1,400 | \$764 | \$314 | | | | |
| 54200 Office Supplies | \$1,674 | \$1,950 | \$2,697 | \$7,745 | \$1,950 | \$1,950 | | |
| 54250 Supplies-Departmental | \$1,923 | \$1,700 | \$5,576 | \$2,500 | \$2,300 | \$2,300 | | |
| 54520 Mosquito Control | \$12,844 | \$12,500 | \$13,919 | \$16,111 | \$16,000 | \$17,300 | 1,300 | 8.13% |
| 54860 Newspaper Advertisement | \$453 | \$800 | \$835 | \$166 | \$800 | \$400 | -400 | -50.00% |
| 57100 In State Travel | \$1,055 | \$1,600 | \$1,272 | \$1,851 | \$2,000 | \$2,000 | | |
| 57310 Dues & Subscriptions | \$410 | \$1,200 | \$383 | \$150 | \$1,200 | \$1,000 | -200 | -16.67% |
| 57800 Other Charges/Expenses | \$2,431 | \$2,000 | \$2,858 | \$1,025 | \$2,500 | \$2,500 | | |
| 57810 Staff Education | \$3,268 | \$4,200 | \$4,503 | \$4,449 | \$6,000 | \$6,000 | | |
| 54000 Total | \$34,091 | \$37,150 | \$40,726 | \$41,793 | \$43,350 | \$43,350 | | |
| TOTAL BUDGET | \$440,800 | \$528,498 | \$584,398 | \$568,220 | \$595,492 | \$619,967 | 24,475 | 4.11% |

**Town of Chelmsford
FY2027
Town Manager's
Budget Recommendation
February 9, 2026**

| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|---------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|----------------|--------------|
| LIBRARY | | | | | | | | |
| <i>Personnel Services</i> | \$1,681,414 | \$1,652,787 | \$1,745,415 | \$1,814,977 | \$1,936,892 | \$2,046,951 | 110,059 | 5.68% |
| <i>Expenses</i> | \$506,061 | \$531,361 | \$539,656 | \$558,387 | \$640,500 | \$659,500 | 19,000 | 2.97% |
| TOTAL BUDGET | \$2,187,475 | \$2,184,148 | \$2,285,071 | \$2,373,364 | \$2,577,392 | \$2,706,451 | 129,059 | 5.01% |

Personnel

| Position | FY2022 | FY2023 | FY2024 | FY2025 | FY2026 | FY2027 |
|---|--------|--------|--------|--------|--------|--------|
| | FTE | FTE | FTE | FTE | FTE | FTE |
| Director | 1 | 1 | 1 | 1 | 1 | 1 |
| Asst. Director/ Support Services | 1 | 1 | 1 | 1 | 1 | 1 |
| Asst. Director/ Outreach | 1 | 1 | 1 | 1 | 1 | 1 |
| Technology/ Facility Manager | 1 | 1 | | | | |
| Division Head-Reader Services | 1 | 1 | 1 | 1 | 1 | 1 |
| Division Head-Youth Services | 1 | 1 | 1 | 1 | 1 | 1 |
| Division Head-Tech Services | | | | | | |
| Division Head-Reference | 1 | 1 | 1 | 1 | 1 | 1 |
| Division Head - Circulation Services | 1 | 1 | 1 | 1 | 1 | 1 |
| Adult Services Librarian | 2 | 2 | 2 | 2 | 2 | 2 |
| Marketing Specialist | 1 | 1 | 1 | 1 | 1 | 1 |
| Division Head-Teen Services | | | | | | |
| Youth Services MLS Specialist | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Children's MLS Specialist | 0.59 | 0.59 | 0.59 | 0.59 | 0.59 | 0.59 |
| Office Administrator | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| F.T. Library Asst. | 2.00 | 2.00 | 2.00 | 2.00 | 2.00 | 2.00 |
| P.T. Library Asst. | 2.40 | 2.40 | 2.40 | 2.40 | 2.40 | 2.40 |
| P.T. Youth Services Specialist | 1.87 | 1.87 | 1.87 | 1.87 | 1.87 | 1.87 |
| P.T. Technical Services Asst. | 0.67 | 0.67 | 0.67 | 0.67 | 0.67 | 0.67 |
| P.T. Tech Services Acquisitions | 0.80 | 0.80 | 0.80 | 0.80 | 0.80 | 0.80 |
| P.T. Adult / Reader Services Specialist | 0.74 | 0.74 | 0.74 | 0.74 | 0.74 | 0.74 |
| Pages | 1.30 | 1.30 | 1.30 | 1.30 | 1.30 | 1.30 |
| F.T. Custodians | 2.00 | 2.00 | 2.00 | 2.00 | 2.00 | 2.00 |
| P.T Custodians | 0.37 | 0.51 | 0.51 | 0.51 | 0.51 | 0.51 |
| | 25.74 | 25.88 | 24.88 | 24.88 | 24.88 | 24.88 |

**Town of Chelmsford
FY2027
Town Manager's
Budget Recommendation
February 9, 2026**

| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|----------------------------|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| LIBRARY 016100 | | | | | | | | |
| <i>Personnel Services</i> | | | | | | | | |
| 51110 Full Time | \$848,882 | \$872,987 | \$956,842 | \$1,069,151 | \$1,272,133 | \$1,323,770 | 51,637 | 4.06% |
| 51120 Part Time | \$361,043 | \$340,444 | \$360,082 | \$266,236 | \$432,078 | \$528,311 | 96,233 | 22.27% |
| 51270 Custodial Salaries | \$102,892 | \$104,127 | \$109,961 | \$116,565 | \$148,463 | \$154,970 | 6,507 | 4.38% |
| 51310 Overtime | \$24,681 | \$35,730 | \$38,676 | \$28,581 | \$42,061 | \$8,500 | -33,561 | -79.79% |
| 51430 Longevity | \$33,649 | \$30,337 | \$28,684 | \$30,120 | \$34,357 | \$30,100 | -4,257 | -12.39% |
| Sunday Hours | | | | | | | | |
| Shift Differential | | | | | \$6,500 | | -6,500 | -100.00% |
| 51510 Vacation Leave | \$73,384 | \$64,900 | \$60,078 | \$57,430 | | | | |
| 51515 PTO - Paid Time Off | \$61,026 | \$62,794 | \$64,934 | \$61,735 | | | | |
| 51520 Holidays | \$77,154 | \$75,175 | \$72,337 | \$93,388 | | | | |
| 51530 Personal Days | \$10,607 | \$10,407 | \$11,343 | \$10,652 | | | | |
| 51540 Sick Days | \$80,443 | \$49,032 | \$40,406 | \$79,801 | | | | |
| 51545 Emergency Sick Leave | \$2,469 | | | | | | | |
| 51570 Funeral Leave | \$3,387 | \$4,262 | \$1,622 | \$1,317 | | | | |
| 51590 Wellness Bonus | \$1,796 | \$2,592 | \$451 | | \$1,300 | \$1,300 | | |
| 51000 Total | \$1,681,414 | \$1,652,787 | \$1,745,415 | \$1,814,977 | \$1,936,892 | \$2,046,951 | 110,059 | 5.68% |

**Town of Chelmsford
FY2027
Town Manager's
Budget Recommendation
February 9, 2026**

LIBRARY (Continued)

Expenses

| | | | | | | | | |
|-------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|--------|---------|
| 52110 Electricity | \$49,527 | \$60,000 | \$28,556 | \$42,227 | \$62,000 | \$62,000 | | |
| 52130 Gas Heat | \$25,891 | \$24,000 | \$32,329 | \$27,031 | \$32,000 | \$34,000 | 2,000 | 6.25% |
| 52410 Building Maintenance | \$67,684 | \$60,000 | \$56,257 | \$48,988 | \$68,000 | \$68,000 | | |
| 52460 Equipment Repair | \$906 | \$1,000 | | \$230 | \$1,000 | \$1,000 | | |
| 52470 Computer Maintenance | \$3,996 | \$4,500 | \$2,174 | \$38,457 | \$9,500 | \$12,000 | 2,500 | 26.32% |
| 52490 Vehicle Maintenance | \$2,470 | \$2,000 | \$2,015 | \$1,956 | \$3,000 | \$3,000 | | |
| 53140 Copier Expense | | | \$3,581 | \$3,393 | \$14,000 | \$12,000 | -2,000 | -14.29% |
| 53410 Telephone | \$758 | \$1,000 | \$200 | \$267 | \$1,000 | \$1,500 | 500 | 50.00% |
| 53420 Postage | \$2,158 | \$2,000 | \$1,809 | \$291 | \$2,500 | \$2,500 | | |
| 53990 Contract Services | \$14,208 | \$16,500 | \$5,737 | \$273 | | | | |
| 53991 Programs & Events | \$8,002 | \$10,000 | \$12,201 | \$11,096 | \$12,000 | \$12,000 | | |
| 54200 Office Supplies | \$16,275 | \$20,000 | \$29,564 | \$21,835 | \$23,000 | \$24,000 | 1,000 | 4.35% |
| 54203 Furniture/ Shelving | | | | \$13,132 | \$1,000 | \$2,500 | 1,500 | 150.00% |
| 54209 Electr. Lic. | | | \$2,137 | \$5,577 | \$5,500 | \$8,000 | 2,500 | 45.45% |
| 54610 Grounds Maintenance | \$10,795 | \$12,500 | \$12,263 | \$12,077 | \$15,000 | \$15,000 | | |
| 54860 Newspaper Advertisement | \$145 | | \$450 | \$300 | | | | |
| 55960 Uniform Allowance | | | | | | | | |
| 56020 MVLC | \$77,360 | \$70,580 | \$74,074 | \$77,278 | \$80,000 | \$80,000 | | |
| 57100 In State Travel | \$55 | \$500 | \$602 | | \$2,000 | \$2,000 | | |
| 57300 Travel | | | \$847 | \$1,299 | | | | |
| 57800 Other Charges/ Expenses | \$13,054 | \$12,000 | \$25,902 | \$5,541 | \$11,000 | \$12,000 | 1,000 | 9.09% |
| 57810 Staff Education | \$2,778 | \$3,000 | \$5,419 | \$3,793 | \$5,000 | \$5,000 | | |
| 58000 Outlay | | | | | | | | |
| 54000 Total | \$296,061 | \$299,580 | \$296,117 | \$315,041 | \$347,500 | \$356,500 | 9,000 | 2.59% |

Books & Periodicals

| | | | | | | | | |
|---------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|----------------|--------------|
| 54010 Books & Periodicals | \$210,000 | \$231,781 | \$243,539 | \$243,345 | \$293,000 | \$303,000 | 10,000 | 3.41% |
| TOTAL BUDGET | \$2,187,475 | \$2,184,148 | \$2,285,071 | \$2,373,364 | \$2,577,392 | \$2,706,451 | 129,059 | 5.01% |

Town of Chelmsford
FY2027
Town Manager's
Budget Recommendation
February 9, 2026

| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|--|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| SUMMARY | | | | | | | | |
| <u>BENEFITS & INSURANCE</u> | | | | | | | | |
| <i>Expenses</i> | \$26,555,593 | \$28,270,946 | \$29,991,617 | \$31,974,819 | \$36,008,221 | \$38,774,885 | 2,766,664 | 7.68% |
| TOTAL BUDGET | \$26,555,593 | \$28,270,946 | \$29,991,617 | \$31,974,819 | \$36,008,221 | \$38,774,885 | 2,766,664 | 7.68% |

**Town of Chelmsford
FY2027
Town Manager's
Budget Recommendation
February 9, 2026**

| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|-----------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| INSURANCE 019450 | | | | | | | | |
| <i>Expenses</i> | | | | | | | | |
| 57741 Buildings/General Liability | \$424,484 | \$525,000 | \$540,744 | \$566,226 | \$550,000 | \$590,000 | 40,000 | 7.27% |
| 57742 Motor Vehicle | \$2,151 | | \$522 | \$1,841 | | | | |
| 57743 Public Official Liability | | | \$1,737 | | | | | |
| 57744 Police | | | | | | | | |
| 57745 Workers Compensation | \$451,684 | \$525,000 | \$414,780 | \$453,466 | \$540,000 | \$500,000 | -40,000 | -7.41% |
| 57746 Injured in Line of Duty | | | | | | | | |
| TOTAL BUDGET | \$878,319 | \$1,050,000 | \$957,782 | \$1,021,533 | \$1,090,000 | \$1,090,000 | | |

| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|--|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| EMPLOYEE BENEFITS 019100 | | | | | | | | |
| <i>Expenses</i> | | | | | | | | |
| 51721 Middlesex Retirement | \$9,883,109 | \$10,538,132 | \$11,508,552 | \$12,078,152 | \$13,090,444 | \$13,950,650 | 860,206 | 6.57% |
| 51723 Unemployment Compensation | \$4,800 | \$58,449 | \$6,150 | \$4,764 | \$50,000 | \$50,000 | | |
| 51724 Medicare Tax | \$1,059,567 | \$1,117,186 | \$1,171,595 | \$1,224,974 | \$1,302,300 | \$1,367,415 | 65,115 | 5.00% |
| 51725 Medical Insurance Chapter 32B | \$9,740,249 | \$10,341,681 | \$10,817,035 | \$12,026,515 | \$14,224,405 | \$15,578,820 | 1,354,415 | 9.52% |
| 51722 Medical Insurance Retirees Ch. 32B | \$2,975,497 | \$3,323,587 | \$3,478,634 | \$3,564,859 | \$4,571,072 | \$5,058,000 | 486,928 | 10.65% |
| 51726 IOD Insurance Retirees | \$817 | \$733 | | | \$5,000 | \$5,000 | | |
| 51727 IOD Insurance OPEB Liability Trust Fund | \$113,234 | \$141,179 | \$51,868 | \$79,023 | \$175,000 | \$175,000 | | |
| 51729 Sick Leave Buy Back | \$1,900,000 | \$1,700,000 | \$2,000,000 | \$1,975,000 | \$1,500,000 | \$1,500,000 | | |
| TOTAL BUDGET | \$25,677,274 | \$27,220,946 | \$29,033,835 | \$30,953,287 | \$34,918,221 | \$37,684,885 | 2,766,664 | 7.92% |

**Town of Chelmsford
FY2027
Town Manager's
Budget Recommendation
February 9, 2026**

| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|----------------------------|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| SUMMARY | | | | | | | | |
| DEBT & INTEREST | | | | | | | | |
| <i>Non-Excluded</i> | \$7,040,697 | \$7,140,974 | \$6,999,001 | \$7,071,291 | \$7,823,140 | \$8,125,884 | 302,744 | 3.87% |
| <i>Betterment - Funded</i> | \$2,326,127 | \$2,320,386 | \$2,309,341 | \$2,303,239 | \$2,291,832 | \$1,652,441 | -639,391 | -27.90% |
| <i>Excluded</i> | \$3,191,312 | \$2,079,710 | \$1,679,443 | \$1,107,250 | \$273,100 | \$1,158,100 | 885,000 | 324.06% |
| TOTAL BUDGET | \$12,558,136 | \$11,541,070 | \$10,987,785 | \$10,481,780 | \$10,388,072 | \$10,936,425 | 548,353 | 5.28% |

**Town of Chelmsford
FY2027
Town Manager's
Budget Recommendation
February 9, 2026**

| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|---------------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|----------------|--------------|
| DEBT NON-EXCLUDED | | | | | | | | |
| Issued 2007, Series A | \$281,829 | | | | | | | |
| Issued 2008 | \$305,275 | \$268,875 | \$97,375 | | | | | |
| Imp-2011, Iss. 7/01/10 | | | | | | | | |
| Imp-2012 Iss. 7/1/11 | \$72,739 | | | | | | | |
| School Gr. Repair MSBA - Iss 7/1/11 | \$87,033 | \$75,722 | \$73,934 | \$72,009 | \$70,084 | \$68,022 | -2,062 | -2.94% |
| Imp-2013, Proj. Iss. 7/01/12 | \$93,135 | \$84,000 | | | | | | |
| Iss. 7/1/12 Center Fire Station | \$497,773 | \$486,700 | \$484,725 | \$477,000 | \$449,775 | \$442,000 | -7,775 | -1.73% |
| Iss. 2/1/13 FY13 CIP Ph. 2 | \$10,500 | \$5,100 | | | | | | |
| Iss. 8/6/13 FY14 CIP | \$172,681 | \$170,490 | \$162,750 | | | | | |
| Iss. 8/6/13 ESCO | \$1,251,447 | \$1,220,317 | \$1,191,277 | \$1,161,335 | \$1,180,965 | \$1,149,035 | -31,930 | -2.70% |
| Iss. 2/14 Ctr. Fire | \$43,463 | \$41,713 | \$40,663 | \$34,613 | \$33,713 | \$32,813 | -900 | -2.67% |
| Iss. 7/8/14 FY15 CIP/ Varney Pk. | \$195,694 | \$190,369 | \$186,375 | \$181,938 | | | | |
| Iss. 8/15 FY16 CIP | \$159,600 | \$154,000 | \$150,500 | \$147,000 | \$143,500 | | -143,500 | -100.00% |
| Iss. 7/16 FY17 CIP | \$244,600 | \$130,800 | \$126,200 | \$121,600 | \$119,300 | \$102,000 | -17,300 | -14.50% |
| Iss. 7/17 FY18 CIP | \$688,806 | \$324,441 | \$210,333 | \$176,226 | \$168,369 | \$161,891 | -6,478 | -3.85% |
| Iss. 7/17 Modular Classrooms | \$668,112 | \$652,479 | \$627,836 | \$603,193 | \$578,550 | \$507,529 | -71,021 | -12.28% |
| Iss. 7/18 FY19 CIP | \$576,700 | \$552,200 | \$237,700 | \$227,700 | \$217,700 | \$211,700 | -6,000 | -2.76% |
| Iss. 7/19 FY20 CIP | \$690,700 | \$661,950 | \$633,200 | \$149,450 | \$143,450 | \$137,450 | -6,000 | -4.18% |
| Iss. 4/21 FY21 CIP & No. Fire Sta. | \$727,030 | \$745,900 | \$718,875 | \$691,350 | \$662,825 | \$390,350 | -272,475 | -41.11% |
| Iss. 10/21 FY22 CIP | \$53,280 | \$648,293 | \$619,016 | \$594,463 | \$569,909 | \$427,469 | -142,440 | -24.99% |
| Iss. 6/22 FY23 CIP | | \$175,000 | \$675,700 | \$645,200 | \$619,950 | \$589,700 | -30,250 | -4.88% |
| Iss. 6/22 Forum | | \$159,375 | \$228,500 | \$220,500 | \$207,500 | \$199,750 | -7,750 | -3.73% |
| Iss. 6/22 Tennis Courts & Parking Lot | | \$258,250 | \$235,050 | \$226,800 | \$218,550 | \$210,300 | -8,250 | -3.77% |
| Iss 6/23 - FY24 CIP | | | \$194,831 | \$836,900 | \$800,400 | \$769,150 | -31,250 | -3.90% |
| Iss 6/24- FY25 CIP & CHS Kitchen | | | | \$379,746 | \$1,248,600 | \$1,201,850 | -46,750 | -3.74% |
| Iss. 6/25 -FY26 CIP | | | | | \$255,000 | \$1,004,600 | 749,600 | 293.96% |
| Proj. Iss. 6/26 - FY27 CIP | | | | | | \$238,000 | | |
| Proj. Int. Iss. 6/26 Elevators | | | | | | \$28,000 | | |
| Proj. Int. Iss. 6/26 So. Row Roof | | | | | | \$79,275 | | |
| BAN - Parker Feas. Study | | | | | | \$40,000 | | |
| Temporary Loans & Costs | \$118,636 | \$135,000 | \$104,161 | \$124,270 | \$135,000 | \$135,000 | | |
| Total | \$6,939,032 | \$7,140,974 | \$6,999,001 | \$7,071,291 | \$7,823,140 | \$8,125,884 | 302,744 | 3.87% |

**Town of Chelmsford
FY2027
Town Manager's
Budget Recommendation
February 9, 2026**

| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|--------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| DEBT EXCLUDED | | | | | | | | |
| Sewer Phase I | \$1,402,913 | \$338,194 | \$321,694 | | | | | |
| MCWT | \$540,398 | \$539,766 | \$200,900 | | | | | |
| School Construction | \$939,900 | \$903,650 | \$868,750 | \$829,150 | | | | |
| DPW Alpha Rd. Iss. 7/1/10 | \$308,100 | \$298,100 | \$288,100 | \$278,100 | \$273,100 | \$258,100 | -15,000 | -5.49% |
| Bond Anticipation Notes | | | | | | \$900,000 | 900,000 | |
| Total | \$3,191,312 | \$2,079,710 | \$1,679,443 | \$1,107,250 | \$273,100 | \$1,158,100 | 885,000 | 324.06% |
| DEBT BETTERMENT- FUNDED | | | | | | | | |
| MCWT | \$2,074,253 | \$2,074,252 | \$2,074,253 | \$2,074,253 | \$2,074,255 | \$1,445,857 | -628,398 | -30.30% |
| Proj. Iss. 07/11 | \$231,950 | \$228,950 | \$220,700 | \$217,450 | \$208,950 | \$200,450 | -8,500 | -4.07% |
| Bett. Funded Borrowing Exp. | \$19,924 | \$17,184 | \$14,388 | \$11,536 | \$8,627 | \$6,134 | -2,493 | -28.90% |
| Total | \$2,326,127 | \$2,320,386 | \$2,309,341 | \$2,303,239 | \$2,291,832 | \$1,652,441 | -639,391 | -27.90% |

**Town of Chelmsford
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February 9, 2026**

**Town of Chelmsford
FY2027
Town Manager's
Budget Recommendation
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**Town of Chelmsford
FY2027
Town Manager's
Budget Recommendation
February 9, 2026**

| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|---|------------------|------------------|------------------|------------------|------------------|------------------|-----------|----------|
| <u>STATE ASSESSMENTS & OVERLAY</u> | | | | | | | | |
| Expenses | \$3,668,202 | \$3,825,187 | \$3,488,166 | \$3,711,945 | \$3,699,503 | \$3,610,780 | -88,723 | -2.40% |
| TOTAL BUDGET | \$3,668,202 | \$3,825,187 | \$3,488,166 | \$3,711,945 | \$3,699,503 | \$3,610,780 | -88,723 | -2.40% |

**Town of Chelmsford
FY2027
Town Manager's
Budget Recommendation
February 9, 2026**

| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|---|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|----------------|---------------|
| STATE & COUNTY ASSESSMENTS | | | | | | | | |
| State Assessments 018200 | | | | | | | | |
| 56310 Special Education | \$31,234 | \$32,783 | | | | | | |
| 56460 Motor Vehicle Non-Renewal Surcharge | \$17,620 | \$17,620 | \$19,040 | \$22,100 | \$22,100 | \$23,700 | 1,600 | 7.24% |
| 56680 Tuition Assessments | \$2,110,597 | \$2,171,439 | \$1,900,444 | \$1,873,838 | \$1,857,511 | \$1,871,464 | 13,953 | 0.75% |
| 56390 Mosquito Control Projects | \$92,512 | \$94,849 | \$94,040 | \$98,513 | \$104,027 | \$105,954 | 1,927 | 1.85% |
| 56400 Air Pollution Districts MBTA | \$12,062 | \$12,417 | \$12,596 | \$12,908 | \$13,521 | \$12,883 | -638 | -4.72% |
| 56630 Regional Transit Authority | \$272,907 | \$272,907 | \$279,730 | \$286,723 | \$293,891 | \$301,238 | 7,347 | 2.50% |
| Total | \$2,536,932 | \$2,602,015 | \$2,305,850 | \$2,294,082 | \$2,291,050 | \$2,315,239 | 24,189 | 1.06% |
| Other Expenses | | | | | | | | |
| N/A Underassessments | | | | | | | | |
| N/A Cherry Sheet Offsets | \$327,474 | \$345,344 | \$379,658 | \$500,626 | \$508,453 | \$457,529 | -50,924 | -10.02% |
| 57600 Court Settlements | | | | | | | | |
| Total | \$327,474 | \$345,344 | \$379,658 | \$500,626 | \$508,453 | \$457,529 | -50,924 | -10.02% |
| TOTAL BUDGET | \$2,864,406 | \$2,947,359 | \$2,685,508 | \$2,794,708 | \$2,799,503 | \$2,772,768 | -26,735 | -0.95% |

**Town of Chelmsford
FY2027
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Budget Recommendation
February 9, 2026**

| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|----------------------------|------------------|------------------|------------------|------------------|------------------|------------------|----------------|---------------|
| ASSESSORS | | | | | | | | |
| Overlay | \$803,796 | \$877,828 | \$802,658 | \$917,237 | \$900,000 | \$838,012 | -61,988 | -6.89% |
| Overlay Deficit-Prior Year | \$0 | | | | | | | |
| TOTAL BUDGET | \$803,796 | \$877,828 | \$802,658 | \$917,237 | \$900,000 | \$838,012 | -61,988 | -6.89% |

DEPARTMENTAL OVERDRAFTS

| | | | | | | | | |
|---------------------------------|--|--|--|--|--|--|--|--|
| Snow and Ice Deficit -Prior Yr. | | | | | | | | |
| Other | | | | | | | | |
| TOTAL BUDGET | | | | | | | | |

**Town of Chelmsford
FY2027
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February 9, 2026**

WARRANT ARTICLES

| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|--------------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|------------------|-------------------|----------------|
| Prior Year Bills | \$202 | | | | | | | |
| * Finance Comm. Reserve Fund | \$400,000 | \$400,000 | \$400,000 | \$400,000 | \$400,000 | \$400,000 | | |
| Government Efficiencies | | | | | \$50,000 | | -50,000 | -100.00% |
| Gen. Stabilization Fund | \$2,000,000 | \$1,089,782 | \$947,537 | \$560,482 | | | | |
| Sewer Construction Stabilization | \$83,045 | \$73,719 | \$156,842 | \$232,335 | \$195,833 | | -195,833 | |
| Police Station Emerg. Power | | | | | \$100,000 | | -100,000 | |
| McCarthy School Recreation Courts | | | | \$975,000 | | | | |
| Freeman Lake Weed Control | \$65,000 | | | | | | | |
| South Row School Roof | | | | \$100,000 | | | | |
| Digital Document Archive | | | | \$300,000 | | | | |
| Invasive Species Mgmt. Plan | | | | \$75,000 | | | | |
| Roadway & Sidewalk Improvements | \$1,987,640 | \$1,500,000 | \$1,500,000 | \$2,500,000 | \$1,300,000 | | -1,300,000 | |
| Sr. Center Acoustical Improvements | | | | | \$45,000 | | -45,000 | |
| Public School Switchgear | | | | | \$400,000 | | -400,000 | |
| School Special Ed. Tuitions | | | | | \$408,963 | | | |
| McCarthy School Roof - Phase 2 | | | | | \$2,484,842 | | | |
| Comm. Action Prog. | \$10,000 | \$10,000 | \$10,000 | \$10,000 | | | | |
| PFAS Remediation - 54 Richardson Rd. | \$600,000 | \$254,500 | \$425,000 | | | | | |
| Center School Boilers | | | \$60,000 | | | | | |
| Collective Bargaining Settlements | | \$335,487 | \$604,000 | | | | | |
| Library Masonry Repairs | | | \$100,000 | | | | | |
| Strategic Plan | | | \$125,000 | | | | | |
| Elm St. Land Purchase | | | \$33,500 | | | | | |
| Opioid Settlement Funds | | \$139,844 | \$24,275 | | | | | |
| Property Revaluation | | | | \$100,000 | | | | |
| Misc Small Articles | | | | | | | | |
| TOTAL BUDGET | \$5,145,887 | \$3,803,332 | \$4,386,154 | \$5,252,817 | \$5,384,638 | \$400,000 | -4,984,638 | -92.57% |

**Town of Chelmsford
FY2027
Town Manager's
Budget Recommendation
February 9, 2026**

| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 BUDGET | \$ Change | % Change |
|-----------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|------------------|--------------|
| BUDGET SUMMARY | | | | | | | | |
| REVENUES | | | | | | | | |
| Local Taxes | \$111,899,277 | \$115,950,274 | \$120,666,261 | \$124,569,867 | \$129,106,335 | \$135,138,580 | 6,032,245 | 4.67% |
| State Aid | \$17,817,585 | \$18,809,167 | \$21,055,882 | \$21,842,705 | \$22,719,377 | \$23,820,808 | 1,101,431 | 4.85% |
| Available Funds | \$9,257,905 | \$7,063,640 | \$6,577,503 | \$8,613,107 | \$8,951,489 | \$3,496,807 | -5,454,682 | -60.94% |
| Local Receipts | \$11,693,514 | \$12,368,217 | \$15,090,374 | \$14,742,870 | \$13,293,805 | \$13,925,000 | 631,195 | 4.75% |
| Total | \$150,668,281 | \$154,191,298 | \$163,390,020 | \$169,768,549 | \$174,071,006 | \$176,381,195 | 2,310,189 | 1.33% |
| EXPENDITURES | | | | | | | | |
| Municipal Administration | \$3,543,720 | \$3,821,148 | \$4,089,433 | \$4,269,139 | \$4,147,864 | \$4,429,760 | 281,896 | 6.80% |
| Chelmsford Schools | \$65,000,000 | \$67,500,000 | \$70,700,000 | \$73,880,000 | \$75,650,000 | \$78,150,000 | 2,500,000 | 3.30% |
| Nashoba Tech | \$3,721,402 | \$3,729,524 | \$3,859,704 | \$4,037,071 | \$4,053,630 | \$4,316,932 | 263,302 | 6.50% |
| Out of District | \$62,000 | \$65,000 | | | | | | |
| Public Safety | \$14,810,573 | \$15,879,262 | \$17,122,845 | \$16,747,708 | \$18,058,149 | \$18,485,442 | 427,293 | 2.37% |
| Department of Public Works | \$7,355,198 | \$7,640,062 | \$8,456,770 | \$8,731,235 | \$9,311,855 | \$9,551,465 | 239,610 | 2.57% |
| Municipal Facilities | \$2,040,204 | \$2,230,940 | \$2,207,462 | \$2,475,781 | \$2,655,569 | \$2,805,603 | 150,034 | 5.65% |
| Cemetery Commission | \$378,207 | \$396,235 | \$407,459 | \$445,814 | \$466,536 | \$483,891 | 17,355 | 3.72% |
| Community Services | \$1,277,350 | \$1,527,759 | \$1,562,749 | \$1,644,581 | \$1,662,808 | \$1,729,561 | 66,753 | 4.01% |
| Library | \$2,187,475 | \$2,184,148 | \$2,285,071 | \$2,373,364 | \$2,577,392 | \$2,706,451 | 129,059 | 5.01% |
| Benefits & Insurance | \$26,555,593 | \$28,270,946 | \$29,991,617 | \$31,974,819 | \$36,008,221 | \$38,774,885 | 2,766,664 | 7.68% |
| Debt and Interest | \$12,558,136 | \$11,541,070 | \$10,987,785 | \$10,481,780 | \$10,388,072 | \$10,936,425 | 548,353 | 5.28% |
| Warrant Articles | \$5,145,887 | \$3,803,332 | \$4,386,154 | \$5,252,817 | \$5,384,638 | \$400,000 | -4,984,638 | -92.57% |
| State Assessments & Overlay | \$3,668,202 | \$3,825,187 | \$3,488,166 | \$3,711,945 | \$3,699,503 | \$3,610,780 | -88,723 | -2.40% |
| Total | \$148,303,947 | \$152,414,612 | \$159,545,215 | \$166,026,054 | \$174,064,237 | \$176,381,195 | 2,316,958 | 1.33% |
| | | | | \$3,742,495 | \$6,769 | \$0 | | |

**Town of Chelmsford
FY2027
Town Manager's
Budget Recommendation
February 9, 2026**

| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 Recommended | \$ Change | % Change |
|--------------------------------|------------------|------------------|------------------|------------------|------------------|-----------------------|-------------|----------|
| SEWER ENTERPRISE 606000 | | | | | | | | |
| <i>Personnel Services</i> | | | | | | | | |
| 51110 Full Time | \$986,201 | \$960,149 | \$968,703 | \$963,073 | \$1,142,207 | \$1,197,837 | \$55,630 | 4.87% |
| 51120 Part Time | | | | | | | | |
| 51310 Overtime Regular | \$26,735 | \$24,631 | \$32,638 | \$44,532 | \$35,000 | \$35,000 | | |
| 51430 Longevity | \$37,527 | \$37,382 | \$33,148 | \$32,634 | \$33,888 | \$36,367 | \$2,479 | 7.32% |
| 51510 Vacation Leave | | | | | | | | |
| 51515 PTO - Paid Time Off | \$114,614 | \$120,043 | \$121,953 | \$114,528 | | | | |
| 51579 Funeral Leave | \$655 | \$387 | | \$1,442 | | | | |
| 51540 Sick Days | \$1,683 | \$1,507 | \$2,498 | \$2,919 | | | | |
| 51545 Emergency Sick Leave | \$5,174 | | | | | | | |
| 51610 Jury Duty | | | \$397 | | | | | |
| 51000 Total | \$1,172,590 | \$1,144,100 | \$1,159,339 | \$1,159,129 | \$1,211,095 | \$1,269,204 | \$58,109 | 4.80% |
| <i>Direct Expenses</i> | | | | | | | | |
| 52110 Electricity | \$162,679 | \$150,306 | \$148,558 | \$152,580 | \$150,000 | \$155,000 | \$5,000 | 3.33% |
| 52130 Gas Heat | \$11,862 | \$14,446 | \$15,548 | \$16,148 | \$18,000 | \$18,000 | | |
| 52415 Major Maintenance | \$137,144 | \$112,037 | \$240,218 | \$424,383 | \$125,000 | \$175,000 | \$50,000 | 40.00% |
| 52460 Equipment Repair | \$364,681 | \$410,806 | \$379,646 | \$303,147 | \$330,000 | \$330,000 | | |
| 52470 Computer Maintenance | \$1,093 | \$12,116 | \$5,407 | \$4,252 | \$5,500 | \$3,000 | (\$2,500) | -45.45% |
| 52490 Vehicle Maintenance | | | | \$31,195 | \$30,000 | \$30,000 | | |
| 53165 Traffic Duty | \$9,236 | \$1,689 | \$3,564 | \$4,347 | \$5,000 | \$5,000 | | |
| 53410 Telephone | \$12,946 | \$12,957 | \$12,099 | \$12,683 | \$13,000 | \$13,000 | | |
| 53420 Postage | \$9,731 | \$11,025 | \$14,799 | \$12,532 | \$16,000 | \$16,000 | | |
| 53990 Contract Services | \$234,713 | \$118,030 | \$77,287 | \$175,570 | \$560,000 | \$560,000 | | |
| 54190 Gasoline | \$41,014 | \$39,363 | \$36,199 | \$36,536 | \$42,000 | \$40,000 | (\$2,000) | -4.76% |
| 54200 Office Supplies | \$1,237 | \$1,596 | \$4,367 | \$1,545 | \$4,500 | \$4,500 | | |
| 54860 Newspaper Ads | | | | \$228 | | \$3,000 | | |
| 55960 Uniform Allowance | | | \$6,120 | \$492 | \$7,000 | \$6,500 | (\$500) | -7.14% |
| 56010 User Fee-Lowell | \$1,957,892 | \$1,788,483 | \$2,099,567 | \$2,000,053 | \$2,400,000 | \$2,300,000 | (\$100,000) | -4.17% |
| 58100 Grinder Pumps | \$110,514 | \$153,745 | \$179,748 | \$231,053 | \$180,000 | \$230,000 | \$50,000 | 27.78% |
| 57310 Dues & Subscriptions | \$245 | \$75 | | \$129 | \$500 | \$500 | | |
| 58000 Outlay | \$148,425 | \$7,360 | \$89,321 | \$89,109 | \$95,000 | \$105,000 | \$10,000 | 10.53% |
| 58530 Trucks | | | | \$4,215 | | | | |
| 51730 OPEB Liability | \$22,000 | \$22,000 | \$22,000 | \$35,000 | \$35,000 | \$35,000 | | |
| 57810 Staff Education | | \$614 | \$4,272 | \$160 | \$4,500 | \$4,000 | (\$500) | -11.11% |
| Debt Service | \$128,076 | \$170,303 | \$182,419 | \$273,146 | \$370,110 | \$406,517 | \$36,407 | 9.84% |
| 54000 Total: Direct Expenses | \$3,353,488 | \$3,026,949 | \$3,521,139 | \$3,808,501 | \$4,391,110 | \$4,440,017 | \$48,907 | 1.11% |
| TOTAL BUDGET | \$4,526,077 | \$4,171,049 | \$4,680,478 | \$4,967,630 | \$5,602,205 | \$5,709,221 | \$107,016 | 1.91% |
| <i>Indirect Expenses</i> | | | | | | | | |
| Administrative/ Other Charges | \$315,013 | \$325,100 | \$328,997 | \$352,262 | \$363,346 | \$377,022 | \$13,676 | 3.76% |
| Employee Benefits | \$353,658 | \$374,489 | \$396,695 | \$421,743 | \$498,068 | \$579,659 | \$81,591 | 16.38% |
| 54000 Total: Indirect Expenses | \$668,671 | \$699,589 | \$725,692 | \$774,005 | \$861,414 | \$956,681 | \$95,267 | 11.06% |
| Total: Enterprise Fund | \$5,194,748 | \$4,870,638 | \$5,406,170 | \$5,741,635 | \$6,463,619 | \$6,665,902 | \$202,283 | 3.13% |

**Town of Chelmsford
FY2027
Town Manager's
Budget Recommendation
February 9, 2026**

| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 Recommended | \$ Change | % Change |
|-------------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|-----------------------|------------------|--------------|
| STORMWATER ENTERPRISE 636002 | | | | | | | | |
| <i>Personnel Services</i> | | | | | | | | |
| 51110 Full Time | \$582,700 | \$667,385 | \$646,953 | \$707,668 | \$874,309 | \$890,515 | \$16,206 | 1.85% |
| 51120 Part Time | \$14,706 | \$7,532 | \$7,205 | \$10,340 | | | \$0 | #DIV/0! |
| 51310 Overtime Regular | \$19,656 | \$21,855 | \$27,346 | \$28,421 | \$30,000 | \$30,000 | \$0 | 0.00% |
| 51430 Longevity | \$10,566 | \$9,783 | \$3,482 | \$2,202 | \$2,259 | \$2,615 | \$356 | 15.76% |
| 51540 Sick Leave | | \$1,645 | \$19,067 | | | | \$0 | |
| 51545 Emergency Sick Leave | \$5,116 | | | | | | \$0 | |
| 51515 PTO - Paid Time Off | \$67,817 | \$79,430 | \$71,314 | \$78,972 | | | \$0 | |
| 51000 Total | \$700,560 | \$787,629 | \$775,367 | \$827,603 | \$906,568 | \$923,130 | \$16,562 | 1.83% |
| <i>Direct Expenses</i> | | | | | | | | |
| 52460 Equipment Repair | \$8,871 | \$23,865 | \$18,333 | \$52,255 | \$25,000 | \$40,000 | \$15,000 | 60.00% |
| 52470 Computer Maintenance | \$6,401 | \$4,235 | \$3,125 | | \$4,000 | \$2,000 | (\$2,000) | -50.00% |
| 53160 Mgmt Assessment Plan | | | | | | | \$0 | |
| 53410 Telephone | \$2,804 | \$3,370 | \$8,594 | \$6,925 | \$8,700 | \$8,000 | (\$700) | -8.05% |
| 53990 Contract Services | \$125,034 | \$90,205 | \$138,630 | \$142,837 | \$150,000 | \$190,000 | \$40,000 | 26.67% |
| 54190 Gasoline | \$27,049 | \$30,346 | \$23,415 | \$25,988 | \$26,000 | \$26,000 | \$0 | 0.00% |
| 54200 Office Supplies | \$1,532 | \$2,434 | \$1,920 | \$2,118 | \$3,000 | \$3,000 | \$0 | 0.00% |
| 54250 Supplies - Departmental | \$8,440 | \$6,800 | \$6,437 | \$8,587 | \$8,000 | \$9,000 | \$1,000 | 12.50% |
| 54600 Stormwater Maintenance | \$58,087 | \$61,474 | \$64,930 | \$75,945 | \$70,000 | \$75,000 | \$5,000 | 7.14% |
| 54860 Newspaper Ads | \$156 | \$406 | \$1,399 | \$265 | \$1,000 | \$500 | (\$500) | -50.00% |
| 57310 Dues & Subscriptions | \$5,376 | \$0 | \$4 | \$764 | \$3,000 | \$3,000 | \$0 | 0.00% |
| 58120 Major Projects-Drainage | \$89,419 | \$69,725 | \$66,412 | \$191,176 | \$95,000 | \$98,000 | \$3,000 | 3.16% |
| 58000 Outlay | \$12,591 | \$246 | \$0 | | | | \$0 | |
| 58500 Misc. Equipment | \$1,692 | \$3,191 | \$4,684 | \$7,037 | \$5,000 | \$7,000 | \$2,000 | 40.00% |
| 51730 OPEB Liability | \$22,000 | \$22,000 | \$22,000 | \$30,000 | \$30,000 | \$30,000 | \$0 | 0.00% |
| 57810 Staff Education | \$1,086 | \$5,492 | \$2,929 | \$4,611 | \$3,000 | \$5,000 | \$2,000 | 66.67% |
| 55960 Clothing Allowance | | | \$6,446 | \$2,870 | \$7,000 | \$6,000 | (\$1,000) | -14.29% |
| 58530 Trucks | | \$92,490 | \$40,377 | | | | \$0 | |
| 59245 Debt Service | \$332,317 | \$336,890 | \$318,073 | \$228,493 | \$326,691 | \$343,412 | \$16,721 | 5.12% |
| 54000 Total: Direct Expenses | \$702,856 | \$753,167 | \$727,709 | \$779,871 | \$765,391 | \$845,912 | \$80,521 | 10.52% |
| TOTAL BUDGET | \$1,403,416 | \$1,540,796 | \$1,503,076 | \$1,607,474 | \$1,671,959 | \$1,769,042 | \$97,083 | 5.81% |
| <i>Indirect Expenses</i> | | | | | | | | |
| Administrative/ Other Charges | \$36,218 | \$38,440 | \$41,860 | \$42,074 | \$45,328 | \$46,157 | \$829 | 1.83% |
| Employee Benefits | \$254,377 | \$276,946 | \$294,383 | \$312,700 | \$359,456 | \$368,518 | \$9,062 | 2.52% |
| 54000 Total: Indirect Expenses | \$290,595 | \$315,386 | \$336,243 | \$354,774 | \$404,784 | \$414,675 | \$9,891 | 2.44% |
| Total: Enterprise Fund | \$1,694,011 | \$1,856,182 | \$1,839,319 | \$1,962,248 | \$2,076,743 | \$2,183,717 | \$106,974 | 5.15% |

**Town of Chelmsford
FY2027
Town Manager's
Budget Recommendation
February 9, 2026**

| | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 BUDGET | FY2027 Recommended | \$ Change | % Change |
|--|------------------|------------------|------------------|------------------|------------------|-----------------------|-----------------|---------------|
| <u>PEG ACCESS CABLE TELEVISION ENTERPRISE</u> | | | | | | | | |
| 621280 | | | | | | | | |
| <i>Personnel Services</i> | | | | | | | | |
| 51110 Full Time | \$309,822 | \$317,886 | \$362,865 | \$374,273 | \$426,460 | \$449,818 | \$23,358 | 5.48% |
| 51120 Part-Time | \$9,139 | \$10,246 | \$10,562 | \$12,708 | \$11,700 | \$11,363 | (\$337) | -2.88% |
| 51310 Overtime | \$103 | \$927 | \$1,591 | \$3,149 | | | \$0 | #DIV/0! |
| 51430 Longevity | \$17,384 | \$17,804 | \$18,182 | \$19,624 | \$19,570 | \$21,325 | \$1,755 | 8.97% |
| 51515 PTO - Paid Time Off | \$23,705 | \$24,597 | \$30,521 | \$36,968 | | | \$0 | #DIV/0! |
| 51000 Total | \$360,153 | \$371,460 | \$423,719 | \$446,723 | \$457,730 | \$482,506 | \$24,776 | 5.41% |
| <i>Direct Expenses</i> | | | | | | | | |
| 52150 Utilities | \$3,393 | \$1,958 | \$1,787 | \$1,791 | \$2,000 | \$2,000 | \$0 | 0.00% |
| 52471 Equipment Maintenance | \$0 | \$417 | \$3,896 | \$25,573 | \$3,000 | \$3,000 | \$0 | 0.00% |
| 52490 Vehicle Maintenance | \$30 | \$1,146 | -\$6,853 | \$9,782 | \$3,000 | \$3,000 | \$0 | 0.00% |
| 53340 Archiving | \$0 | \$0 | \$0 | | \$500 | \$500 | \$0 | 0.00% |
| 53420 Postage | \$116 | \$13 | \$284 | \$174 | \$500 | \$500 | \$0 | 0.00% |
| 53990 Contracted Services | \$19,253 | \$27,182 | \$28,222 | \$19,530 | \$29,000 | \$30,000 | \$1,000 | 3.45% |
| 54000 Supplies | \$18,341 | \$16,176 | \$26,457 | \$16,489 | \$19,000 | \$20,000 | \$1,000 | 5.26% |
| 57100 In State Travel | \$0 | \$80 | \$57 | \$0 | \$0 | \$5,000 | \$5,000 | #DIV/0! |
| 57310 Dues & Subscriptions | \$15,905 | \$7,523 | \$9,276 | \$10,862 | \$9,000 | \$9,000 | \$0 | 0.00% |
| 57400 Insurance General | \$2,550 | \$3,550 | \$3,550 | \$3,600 | \$4,000 | \$4,000 | \$0 | 0.00% |
| 57800 Other Charges/ Expenses | \$2,233 | \$4,700 | \$5,824 | \$3,322 | \$5,500 | \$5,500 | \$0 | 0.00% |
| 57810 Staff Education | \$90 | \$1,042 | \$0 | | \$0 | \$0 | \$0 | #DIV/0! |
| OPEB Liability | \$25,000 | \$25,000 | \$25,000 | \$25,000 | \$25,000 | \$25,000 | \$0 | 0.00% |
| 58000 Outlay | \$181,676 | \$98,163 | \$213,651 | \$68,276 | \$19,744 | \$92,000 | \$72,256 | 365.96% |
| 58904 Capital Proj.- Tel. | | | | | | | | #DIV/0! |
| 54000 Total: Direct Expenses | \$268,586 | \$186,951 | \$311,150 | \$184,399 | \$120,244 | \$199,500 | \$79,256 | 65.91% |
| TOTAL BUDGET | \$628,739 | \$558,411 | \$734,869 | \$631,121 | \$577,974 | \$682,006 | \$104,032 | 18.00% |
| <i>Indirect Expenses</i> | | | | | | | | |
| Administrative/ Other Charges | \$20,159 | \$20,600 | \$21,545 | \$21,986 | \$22,887 | \$21,875 | (\$1,012) | -4.42% |
| Employee Benefits | \$54,492 | \$57,060 | \$58,943 | \$71,631 | \$84,193 | \$73,290 | (\$10,903) | -12.95% |
| 54000 Total: Indirect Expenses | \$74,651 | \$77,660 | \$80,488 | \$93,617 | \$107,080 | \$95,165 | (\$11,915) | -11.13% |
| Total: Enterprise Fund | \$703,390 | \$636,071 | \$815,357 | \$724,738 | \$685,054 | \$777,171 | \$92,117 | 13.45% |

MIIA HEALTH BENEFITS TRUST

Detail of Claims, Premiums & Loss Ratios for the period 12/1/2023 - 11/30/2025, Chelmsford

12/14/2025 Page 1

| Month | Type | VIP | BCE | HMO | Choice | MX | MX2 | Subtotal | DENTAL | Total |
|--------------------|------|-----|-----------|------------|--------|----|-----------|------------|-----------|------------|
| 12/1/2024 | C | | 213,547 | 1,229,454 | | | 106,017 | 1,549,018 | 80,716 | 1,629,734 |
| 1/1/2025 | C | | 156,749 | 1,374,465 | | | 135,704 | 1,666,918 | 92,419 | 1,759,337 |
| 2/1/2025 | C | | 179,965 | 1,381,489 | | | 157,391 | 1,718,845 | 81,601 | 1,800,445 |
| 3/1/2025 | C | | 163,026 | 1,462,646 | | | 117,879 | 1,743,551 | 94,205 | 1,837,756 |
| 4/1/2025 | C | | 128,518 | 1,354,987 | | | 162,580 | 1,646,085 | 106,480 | 1,752,565 |
| 5/1/2025 | C | | 163,862 | 1,669,466 | | | 181,514 | 2,014,842 | 94,929 | 2,109,771 |
| 6/1/2025 | C | | 265,510 | 1,527,262 | | | 126,654 | 1,919,427 | 93,478 | 2,012,905 |
| 7/1/2025 | C | | 142,809 | 1,410,885 | | | 106,281 | 1,659,975 | 115,577 | 1,775,552 |
| 8/1/2025 | C | | 254,784 | 1,418,424 | | | 159,359 | 1,832,567 | 90,418 | 1,922,985 |
| 9/1/2025 | C | | 123,200 | 1,451,976 | | | 105,231 | 1,680,408 | 80,425 | 1,760,833 |
| 10/1/2025 | C | | 285,214 | 1,605,259 | | | 152,456 | 2,042,929 | 110,863 | 2,153,791 |
| 11/1/2025 | C | | 191,214 | 1,419,406 | | | 112,034 | 1,722,654 | 91,056 | 1,813,709 |
| YE2025 Claims | | | 2,268,398 | 17,305,718 | | | 1,623,100 | 21,197,216 | 1,132,167 | 22,329,383 |
| 12/1/2024 | P | | 142,655 | 1,433,178 | | | 117,941 | 1,693,774 | 100,752 | 1,794,526 |
| 1/1/2025 | P | | 137,903 | 1,429,801 | | | 139,324 | 1,707,028 | 95,440 | 1,802,468 |
| 2/1/2025 | P | | 138,694 | 1,404,115 | | | 139,522 | 1,682,331 | 99,049 | 1,781,380 |
| 3/1/2025 | P | | 139,486 | 1,422,871 | | | 140,155 | 1,702,512 | 100,346 | 1,802,858 |
| 4/1/2025 | P | | 136,854 | 1,412,728 | | | 139,765 | 1,689,346 | 100,711 | 1,790,057 |
| 5/1/2025 | P | | 143,823 | 1,405,581 | | | 140,245 | 1,689,648 | 98,569 | 1,788,218 |
| 6/1/2025 | P | | 149,932 | 1,410,868 | | | 139,546 | 1,700,346 | 99,691 | 1,800,037 |
| 7/1/2025 | P | | 175,541 | 1,668,413 | | | 140,293 | 1,984,248 | 108,277 | 2,092,525 |
| 8/1/2025 | P | | 173,903 | 1,666,901 | | | 140,324 | 1,981,128 | 108,608 | 2,089,737 |
| 9/1/2025 | P | | 164,273 | 1,653,232 | | | 139,090 | 1,956,595 | 109,148 | 2,065,743 |
| 10/1/2025 | P | | 172,894 | 1,685,673 | | | 139,044 | 1,997,612 | 110,485 | 2,108,097 |
| 11/1/2025 | P | | 174,807 | 1,668,202 | | | 139,141 | 1,982,150 | 109,836 | 2,091,986 |
| YE2025 Premiums | | | 1,850,764 | 18,261,565 | | | 1,654,389 | 21,766,717 | 1,240,912 | 23,007,629 |
| YE2025 Loss Ratios | | | 122.57% | 94.77% | | | 98.11% | 97.38% | 91.24% | 97.05% |

Paid claims data represents fee for service paid claims only and does not include IBNR or administrative costs.

MIIA HEALTH BENEFITS TRUST

Detail of Claims, Premiums & Loss Ratios for the period 12/1/2023 - 11/30/2025, Chelmsford

12/14/2025 Page 2

| Month | Type | VIP | BCE | HMO | Choice | MX | MX2 | Subtotal | DENTAL | Total |
|--------------------|------|-----|-----------|------------|--------|----|-----------|------------|-----------|------------|
| 12/1/2023 | C | | 301,809 | 1,411,122 | | | 147,873 | 1,860,804 | 74,656 | 1,935,460 |
| 1/1/2024 | C | | 238,105 | 1,295,487 | | | 103,332 | 1,636,924 | 88,471 | 1,725,395 |
| 2/1/2024 | C | | 162,173 | 1,596,026 | | | 151,989 | 1,910,187 | 84,457 | 1,994,644 |
| 3/1/2024 | C | | 243,244 | 1,186,166 | | | 154,582 | 1,583,992 | 85,420 | 1,669,412 |
| 4/1/2024 | C | | 807,152 | 1,223,207 | | | 119,475 | 2,149,833 | 89,099 | 2,238,932 |
| 5/1/2024 | C | | 172,310 | 1,637,297 | | | 158,674 | 1,968,281 | 114,005 | 2,082,286 |
| 6/1/2024 | C | | 124,473 | 1,377,790 | | | 114,115 | 1,616,378 | 77,587 | 1,693,966 |
| 7/1/2024 | C | | 148,808 | 1,198,810 | | | 77,476 | 1,425,094 | 106,449 | 1,531,543 |
| 8/1/2024 | C | | 170,956 | 1,452,686 | | | 135,982 | 1,759,624 | 99,668 | 1,859,292 |
| 9/1/2024 | C | | 163,623 | 1,671,510 | | | 88,586 | 1,923,719 | 81,078 | 2,004,797 |
| 10/1/2024 | C | | 150,653 | 1,266,665 | | | 88,064 | 1,505,382 | 112,462 | 1,617,845 |
| 11/1/2024 | C | | 316,113 | 1,415,112 | | | 136,366 | 1,867,590 | 81,730 | 1,949,320 |
| YE2024 Claims | | | 2,999,418 | 16,731,879 | | | 1,476,513 | 21,207,810 | 1,095,082 | 22,302,892 |
| 12/1/2023 | P | | 118,847 | 1,345,135 | | | 115,676 | 1,579,657 | 95,252 | 1,674,910 |
| 1/1/2024 | P | | 120,227 | 1,336,984 | | | 119,484 | 1,576,695 | 95,168 | 1,671,863 |
| 2/1/2024 | P | | 121,369 | 1,311,346 | | | 119,734 | 1,552,449 | 94,819 | 1,647,268 |
| 3/1/2024 | P | | 124,224 | 1,295,405 | | | 117,891 | 1,537,520 | 94,412 | 1,631,932 |
| 4/1/2024 | P | | 122,511 | 1,330,166 | | | 119,131 | 1,571,808 | 95,752 | 1,667,560 |
| 5/1/2024 | P | | 128,017 | 1,332,427 | | | 118,743 | 1,579,187 | 96,246 | 1,675,433 |
| 6/1/2024 | P | | 126,141 | 1,307,016 | | | 118,833 | 1,551,990 | 95,671 | 1,647,661 |
| 7/1/2024 | P | | 133,501 | 1,415,624 | | | 119,503 | 1,668,628 | 97,748 | 1,766,376 |
| 8/1/2024 | P | | 135,056 | 1,432,239 | | | 116,661 | 1,683,956 | 100,244 | 1,784,200 |
| 9/1/2024 | P | | 144,431 | 1,419,240 | | | 117,414 | 1,681,084 | 99,829 | 1,780,913 |
| 10/1/2024 | P | | 140,198 | 1,454,749 | | | 115,982 | 1,710,929 | 100,827 | 1,811,756 |
| 11/1/2024 | P | | 144,226 | 1,432,062 | | | 117,639 | 1,693,927 | 100,165 | 1,794,091 |
| YE2024 Premiums | | | 1,558,748 | 16,412,393 | | | 1,416,691 | 19,387,832 | 1,166,133 | 20,553,965 |
| YE2024 Loss Ratios | | | 192.42% | 101.95% | | | 104.22% | 109.39% | 93.91% | 108.51% |

Paid claims data represents fee for service paid claims only and does not include IBNR or administrative costs.

MIIA HEALTH BENEFITS TRUST

Detail of Claims, Premiums & Loss Ratios for the period 12/1/2023 - 11/30/2025, Chelmsford

12/14/2025 Page 3

| Month | Type | VIP | BCE | HMO | Choice | MX | MX2 | Subtotal | DENTAL | Total |
|----------------------------|------|-----------|------------|-----|--------|-----------|------------|-----------|------------|-------|
| Total Claims | | 5,267,816 | 34,037,597 | | | 3,099,613 | 42,405,026 | 2,227,249 | 44,632,275 | |
| Total Premiums | | 3,409,511 | 34,673,958 | | | 3,071,080 | 41,154,549 | 2,407,045 | 43,561,594 | |
| Total Loss Ratios | | 154.50% | 98.16% | | | 100.93% | 103.04% | 92.53% | 102.46% | |
| Last 24 months Claims | | 5,267,816 | 34,037,597 | | | 3,099,613 | 42,405,026 | 2,227,249 | 44,632,275 | |
| Last 24 months Premiums | | 3,409,511 | 34,673,958 | | | 3,071,080 | 41,154,549 | 2,407,045 | 43,561,594 | |
| Last 24 months Loss Ratios | | 154.50% | 98.16% | | | 100.93% | 103.04% | 92.53% | 102.46% | |

Paid claims data represents fee for service paid claims only and does not include IBNR or administrative costs.

Data Through: 12/2025
Run Date: 1/12/2026

Metrics: (Claimants, Prescriptions, Out of Pocket, Paid)
Rows: (Therapeutic Class, Brand Name)
Columns: (Incurred Year, Metrics)
Incurred Year: Last 3 Years [2023 - 2025]
Account: (4953582 - MIIA CHELMSFORD, TOWN OF)
Coverage Type: (Pharmacy)
GLP1 Flag: (Yes)

| Therapeutic Class | Brand Name | 2023 | | | | Claimants |
|--|------------|-----------|---------------|--------------------|---------------------|------------|
| | | Claimants | Prescriptions | Out of Pocket | Paid | |
| 27 - ANTIDIABETICS | | | | | | |
| | MOUNJARO | 9 | 37 | \$1,846.16 | \$22,404.12 | 19 |
| | OZEMPIC | 15 | 57 | \$2,076.36 | \$21,758.80 | 23 |
| | RYBELSUS | | | | | |
| | TRULICITY | 25 | 132 | \$5,379.64 | \$75,039.30 | 13 |
| Total: 27 - ANTIDIABETICS | | 40 | 226 | \$9,302.16 | \$119,202.22 | 44 |
| 61 - ADHD/ANTI-NARCOLEPSY/ANTI-OBESITY/ANOREXIANTS | | | | | | |
| | SAXENDA | 8 | 13 | \$532.18 | \$7,260.80 | 2 |
| | WEGOVY | 25 | 142 | \$6,710.06 | \$86,700.71 | 51 |
| | ZEPBOUND | 2 | 3 | \$167.04 | \$1,246.20 | 33 |
| Total: 61 - ADHD/ANTI-NARCOLEPSY/ANTI-OBESITY/ANOREXIANTS | | 29 | 158 | \$7,409.28 | \$95,207.71 | 79 |
| Total: All | | 67 | 384 | \$16,711.44 | \$214,409.93 | 119 |

This report contains confidential and/or personal health information and should be maintained in accordance with law and contract pursuant to which it was released. Cost and utilization reporting is not designed to support the administration of wellness or other incentive programs. BCBSMA makes no representations or warranties regarding the information contained in this report and denies any liability arising from use of this information for any purpose.

| 2024 | | | 2025 | | | | Total | | | |
|---------------|---------------|--------------|-----------|---------------|---------------|----------------|-----------|---------------|---------------|----------------|
| Prescriptions | Out of Pocket | Paid | Claimants | Prescriptions | Out of Pocket | Paid | Claimants | Prescriptions | Out of Pocket | Paid |
| 74 | \$3,025.36 | \$43,412.61 | 27 | 115 | \$5,239.79 | \$115,494.65 | 34 | 226 | \$10,111.31 | \$181,311.38 |
| 154 | \$5,851.94 | \$59,905.65 | 24 | 120 | \$6,174.67 | \$102,489.58 | 40 | 331 | \$14,102.97 | \$184,154.03 |
| | | | 1 | 4 | \$300.00 | \$7,442.84 | 1 | 4 | \$300.00 | \$7,442.84 |
| 53 | \$2,532.47 | \$32,954.01 | 4 | 9 | \$631.76 | \$10,297.11 | 26 | 194 | \$8,543.87 | \$118,290.42 |
| 281 | \$11,409.77 | \$136,272.27 | 49 | 248 | \$12,346.22 | \$235,724.18 | 68 | 755 | \$33,058.15 | \$491,198.67 |
| 2 | \$175.48 | \$918.23 | | | | | 9 | 15 | \$707.66 | \$8,179.03 |
| 304 | \$13,322.15 | \$167,109.66 | 67 | 442 | \$17,688.63 | \$388,432.67 | 87 | 888 | \$37,720.84 | \$642,243.04 |
| 199 | \$8,567.97 | \$83,318.69 | 88 | 592 | \$25,022.33 | \$450,978.41 | 94 | 794 | \$33,757.34 | \$535,543.30 |
| 505 | \$22,065.60 | \$251,346.58 | 146 | 1,034 | \$42,710.96 | \$839,411.08 | 159 | 1,697 | \$72,185.84 | \$1,185,965.37 |
| 786 | \$33,475.37 | \$387,618.85 | 193 | 1,282 | \$55,057.18 | \$1,075,135.26 | 216 | 2,452 | \$105,243.99 | \$1,677,164.04 |



Department of Environmental Protection

Northeast Regional Office

Address: 150 Presidential Way, Woburn, MA 01801 | Phone: 978-694-3200

Maura T. Healey
Governor

Kim Driscoll
Lieutenant Governor

Rebecca Tepper
Secretary

Bonnie Heiple
Commissioner

January 20, 2026

Resident Group
c/o Peter Severance
48a Middlesex Street
Chelmsford, MA 01863

RE: WETLANDS/CHELMSFORD
DEP File #129-0967
Freeman Lake
Superseding Order of Conditions

Dear Mr. Severance,

Following an in-depth review of the file referenced above, and in accordance with Massachusetts General Laws, Chapter 131, Section 40, the Northeast Regional Office of the Massachusetts Department of Environmental Protection, Wetlands Program (MassDEP), is issuing the enclosed Superseding Order of Conditions (SOC) approving the project. This SOC allows the project based upon: 1) information contained in the file to date and plans submitted; 2) information gathered during the site inspection; and 3) reasons MassDEP has deemed necessary to protect the statutory interests identified in the Wetlands Protection Act (the "Act") and Regulations.

The project site is located at Freeman Lake (the lake) which is also known as Newfield Pond in Chelmsford, MA (the "Site"). Freeman Lake is located between Groton Road and Route 3. The lake is approximately 77 surface acres in size with a maximum depth of approximately 26 feet and an average depth of 11.9 feet. Two small boat launches provide public access for recreational use. The watersheds that contribute to the lake include the local surrounding developed areas and diverted flows from Stony Brook, a perennial stream. An outlet control structure is located on the southeast corner of the lake that controls the elevation of water in the lake. Excess water overflows into the outlet control structure and into an intermittent stream that flows back into Stony Brook. The site is bordered by residential properties to the north, east, south and west.

The project as proposed in the Notice of Intent (NOI), filed with the Chelmsford Conservation Commission (the CCC) on April 8, 2025, consists of an Aquatic Management

Program for the Lake that was filed as an Ecological Restoration Limited Project under 310 CMR 10.53(4)(e)5. The purpose of the project is to control non-native nuisance vegetation and algae within the Lake resulting in improved fish habitat, water quality, and slowing eutrophication. The Aquatic Management Program was created to address the Lake management recommendations from the "Update of the Freeman Lake Diagnostic and Management Assessment" performed by TRC. The Aquatic Management Program includes selective aquatic and algae management based on pre and post management monitoring reports. Control strategies include the use of herbicides/algaecides, benthic barriers, and/or manual removal using Diver Assisted Suction Harvesting (DASH). All work will occur within Land Under Water (LUW) which is a jurisdictional resource area under the Act. The project results in approximately 3,571,920 sq. ft. of temporary impacts to LUW.

On July 1, 2025, the CCC issued an OOC approving the project based on its opinion that the proposed project could be conditioned to meet the performance standards set forth in the Regulations and the local Bylaw.

On July 16, 2025, MassDEP received your appeal of the OOC for review and issuance of a SOC. The appeal states that it is your opinion the proposed project: 1) Fails to meet performance standards required of an Ecological Restoration Limited Project by not providing evidence of the extent and severity of the impairment(s); 2) Fails to document the magnitude and significance of the benefits of the project; 3) Fails to describe the magnitude and significance of the impacts of the project that may be modified, converted, and/or lost to comply with 310 CMR 10.53(4)(d)3.

On August 28, 2025, MassDEP conducted a site visit. In attendance were you and other individuals from the Resident Group, members of the CCC, and the applicant and their representatives. At the site visit, MassDEP discussed the project, observed the areas where work is proposed, and reviewed the wetland resource areas present.

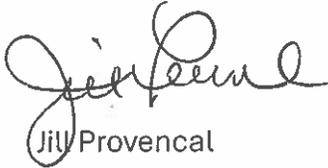
MassDEP's review of the file and site visit confirms that the project site contains the following Areas Subject to Protection Under the Act: Inland Bank and LUW. These areas are significant to the statutory interests listed on the attached form. The proposed project will only occur within LUW.

Based on the information and plans contained in the file, information gathered at the site inspection, and consideration of all issues raised through the appeal, it is MassDEP's opinion that the project as currently proposed meets the criteria of an Ecological Restoration Limited Project in accordance with 310 CMR 10.53(4)(e)5. Further, it is MassDEP's opinion that the applicant has provided sufficient evidence of the impairments of Freeman Lake that are reducing the capacity of the resource areas to

protect and sustain the interests of the Act while also demonstrating how the project will improve the resource area functions in accordance with 310 CMR 10.53(4)(d), respectively. Therefore, it is MassDEP's opinion that the enclosed SOC approving this project serves to protect the interests of the Act and Regulations. Please be advised that it is MassDEP's responsibility to address only those interests identified in the Act. However, MassDEP reserves the right, should there be further proceedings in this case, to raise additional issues and present further evidence as may be appropriate. Should you or any concerned party dispute these findings, your attention is directed to the language at the end of the attached Superseding Order specifying the rights and procedures for appeal.

Should you have any questions regarding this letter, please contact Tyler Ferrick at Tyler.Ferrick@mass.gov.

Sincerely,



Jill Provencal
Section Chief
Wetlands Program - NERO



Tyler Ferrick
Environmental Analyst
Wetlands Program - NERO

cc: Chelmsford Conservation Commission, 50 Billerica Road, Room LL01, Chelmsford,
MA 01824
Town of Chelmsford, 50 Billerica Road, Chelmsford, MA 01824
Attn: Courtney Thompson



Massachusetts Department of Environmental Protection
 Bureau of Water Resources – Wetlands Program
Superseding Order of Conditions
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

MassDEP File #

129-0967

A. General Information

1. From: Northeast Regional Office
 Massachusetts Department of Environmental Protection (MassDEP/the Department)

2. This issuance is for (check one): a. Superseding Order of Conditions
 b. Amended Superseding Order of Conditions

3. To: Applicant:

a. First Name Town of Chelmsford b. Last Name _____
 c. Organization _____
 50 Billerica Road
 d. Mailing Address Line 1 _____
 e. City/Town Chelmsford f. State MA g. Zip Code 01824

4. Property Owner (if different from applicant):

a. First Name _____ b. Last Name _____
 c. Organization _____
 d. Mailing Address Line 1 _____
 e. City/Town _____ f. State _____ g. Zip Code _____

5. Project Location:

a. Street Address Freeman Lake b. City/Town Chelmsford
 c. Assessors Map/Plat Number NA d. Parcel/Lot Number NA

Latitude and Longitude, if known: e. Latitude 42.62764 f. Longitude 71.39433



A. General Information (cont'd)

6. Property recorded at the Registry of Deeds (attach additional information if more than one parcel):

NA
 a. County _____ b. Certificate (if registered land) _____
 c. Book _____ d. Page _____

7. Dates: 4/21/2025 7/1/2025 8/28/2025
 a. Date NOI Received b. Date Local Order Issued c. Date of SOC Site Visit

8. Final Approved Plans and Other Documents (attach additional plans or document references):

Notice of Intent Application
 a. Plan Title
 Town of Chelmsford
 b. Prepared By _____ c. Signed and Stamped By _____
 4/8/2025
 d. Final Revision Date e. Scale _____
 Update of the Freeman Lake Diagnostic and Management Assessment March 2025
 f. Additional Plan or Document Title g. Date

B. Findings

1. Findings pursuant to the Massachusetts Wetlands Protection Act - Following the review of the above-referenced Notice of Intent and based on the information provided in this application, the Department finds that the areas in which work is proposed is significant to the following interests of the Wetlands Protection Act. Check all that apply:

- a. Public Water Supply
- b. Land Containing Shellfish
- c. Prevention of Pollution
- d. Private Water Supply
- e. Fisheries
- f. Protection of Wildlife Habitat
- g. Groundwater Supply
- h. Storm Damage Prevention
- i. Flood Control

2. This Department hereby finds the project, as proposed, is (check one):

Approved subject to:

- a. the following conditions which are necessary in accordance with the performance standards set forth in the wetlands regulations. The Department orders that all work shall be performed in accordance with the Notice of Intent referenced above, the following General Conditions, and any other special conditions attached to this Order. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, these conditions shall control.



B. Findings (cont'd)

Inland Resource Area Impacts: Check all that apply below. (For Approvals Only)

3. Buffer Zone Impacts: Shortest distance between limit of project disturbance and wetland boundary (if available) a. linear feet

| Resource Area | Proposed Alteration | Permitted Alteration | Proposed Replacement | Permitted Replacement |
|--|-----------------------------|-----------------------------|-------------------------|--------------------------|
| 4. <input type="checkbox"/> Bank | a. linear feet | b. linear feet | c. linear feet | d. linear feet |
| 5. <input type="checkbox"/> Bordering Vegetated Wetland | a. square feet | b. square feet | c. square feet | d. square feet |
| 6. <input checked="" type="checkbox"/> Land Under Waterbodies and Waterways | 3,571,920 a. square feet | 3,571,920 b. square feet | c. square feet | d. square feet |
| | e. c/y dredged | f. c/y dredged | | |
| 7. <input type="checkbox"/> Bordering Land Subject to Flooding Cubic Feet Flood Storage | a. square feet | b. square feet | c. square feet | d. square feet |
| | e. cubic feet | f. cubic feet | g. cubic feet | h. cubic feet |
| 8. <input type="checkbox"/> Isolated Land Subject to Flooding Cubic Feet Flood Storage | a. square feet | b. square feet | c. square feet | d. square feet |
| | e. cubic feet | f. cubic feet | g. cubic feet | h. cubic feet |
| 9. <input type="checkbox"/> Riverfront area | a. total sq. feet | b. total sq. feet | | |
| Sq feet within 100 feet | c. square feet | d. square feet | e. square feet | f. square feet |
| Sq feet between 100-200 feet | g. square feet | h. square feet | i. square feet | j. square feet |

Coastal Resource Area Impacts: Check all that apply below. (For Approvals Only)

10. Buffer Zone Impacts: Shortest distance between limit of project disturbance and wetland boundary (if available) a. linear feet
11. Designated Port Areas - Indicate size under Land Under the Ocean, below

| | Proposed Alteration | Permitted Alteration | Proposed Replacement | Permitted Replacement |
|---|------------------------|-------------------------|-------------------------|--------------------------|
| 12. <input type="checkbox"/> Land Under the Ocean | a. square feet | b. square feet | | |
| | c. c/y dredged | d. c/y dredged | | |

13. Barrier Beaches - Indicate size under Coastal Beaches and/or Coastal Dunes below.



B. Findings (cont'd)

- | | | | | |
|--|-------------------------------------|-------------------------------------|-----------------------------------|-----------------------------------|
| 14. <input type="checkbox"/> Coastal Beaches | a. <u> </u> square feet | b. <u> </u> square feet | c. <u> </u> c/y nourish. | d. <u> </u> c/y nourish. |
| 15. <input type="checkbox"/> Coastal Dunes | a. <u> </u> square feet | b. <u> </u> square feet | c. <u> </u> c/y nourish. | d. <u> </u> c/y nourish. |
| 16. <input type="checkbox"/> Coastal Banks | a. <u> </u> linear feet | b. <u> </u> linear feet | | |
| 17. <input type="checkbox"/> Rocky Intertidal Shores | a. <u> </u> square feet | b. <u> </u> square feet | | |
| 18. <input type="checkbox"/> Salt Marshes | a. <u> </u> square feet | b. <u> </u> square feet | c. <u> </u> square feet | d. <u> </u> square feet |
| 19. <input type="checkbox"/> Land Under Salt Ponds | a. <u> </u> square feet | b. <u> </u> square feet | | |
| | c. <u> </u> c/y dredged | d. <u> </u> c/y dredged | | |
| 20. <input type="checkbox"/> Land Containing Shellfish | a. <u> </u> square feet | b. <u> </u> square feet | c. <u> </u> square feet | d. <u> </u> square feet |
| 21. <input type="checkbox"/> Fish Runs - Indicate size under Coastal Banks, inland Bank, Land Under the Ocean, and/or inland Land Under Waterbodies and Waterways, above | a. <u> </u> c/y dredged | b. <u> </u> c/y dredged | | |
| 22. <input type="checkbox"/> Land Subject to Coastal Storm Flowage | a. <u> </u> square feet | b. <u> </u> square feet | | |
| 23. <input type="checkbox"/> Riverfront area | a. <u> </u> total sq. feet | b. <u> </u> total sq. feet | | |
| Sq feet within 100 feet | c. <u> </u> square feet | d. <u> </u> square feet | e. <u> </u> square | f. <u> </u> square feet |
| Sq feet between 100-200 feet | g. <u> </u> square feet | h. <u> </u> square feet | i. <u> </u> square feet | j. <u> </u> square feet |

C. General Conditions Under Massachusetts Wetlands Protection Act

Brief Project Description of Permitted Activities:

The project proposes an Ecological Restoration Limited Project that includes an aquatic management program to improve the ecological function and value of Freeman Lake/Newfield Pond. The program includes pre and post monitoring surveys. Control strategies include aquatic herbicides and algaecides, benthic barriers, and Diver Assisted Suction Harvesting (DASH). Herbicides and algaecides are EPA/MA approved.



C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

(only applicable to approved projects)

1. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this Order.
2. The Order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of private rights.
3. This Order does not relieve the permittee or any other person of the necessity of complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.
4. The work authorized hereunder shall be completed within three years from the date of this Order unless either of the following apply:
 - a. the work is a maintenance dredging project as provided for in the Act; or
 - b. the time for completion has been extended to a specified date more than three years, but less than five years, from the date of issuance. If this Order is intended to be valid for more than three years, the extension date and the special circumstances warranting the extended time period are set forth as a special condition in this Order.
5. This Order may be extended by the issuing authority for one or more periods of up to three years each upon application to the issuing authority at least 30 days prior to the expiration date of the Order.
6. If this Order constitutes an Amended Superseding Order of Conditions, this Amended Superseding Order of Conditions does not extend the issuance date of the original Final Order of Conditions and the Superseding Order will expire on _____ unless extended in writing by the Department.
7. Any fill used in connection with this project shall be clean fill. Any fill shall contain no trash, refuse, rubbish, or debris, including but not limited to lumber, bricks, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles, or parts of any of the foregoing.
8. This Order is not final until all administrative appeal periods from this Order have elapsed, or if such an appeal has been taken, until all proceedings before the Department have been completed.
9. No work shall be undertaken until the Order has become final and then has been recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land upon which the proposed work is to be done. In the case of the registered land, the Final Order shall also be noted on the Land Court Certificate of Title of the owner of the land upon which the proposed work is done. The recording information shall be submitted to the Department on the form at the end of this Order, which form must be stamped by the Registry of Deeds, prior to the commencement of work.
10. A sign shall be displayed at the site not less than two square feet or more than three square feet in size bearing the words,

"Massachusetts Department of Environmental Protection" [or, "MA DEP"]

"File Number 129-0967"



C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

11. Where the Department of Environmental Protection is requested to issue a Superseding Order, the Conservation Commission shall be a party to all agency proceedings and hearings before DEP.
12. Upon completion of the work described herein, the applicant shall submit a Request for Certificate of Compliance (WPA Form 8A) to the Department of Environmental Protection.
13. The work shall conform to the plans and special conditions referenced in this order.
14. Any change to the plans identified in Condition #13 above shall require the applicant to inquire of the Department in writing whether the change is significant enough to require the filing of a new Notice of Intent.
15. The Agent or members of the Conservation Commission and the Department of Environmental Protection shall have the right to enter and inspect the area subject to this Order at reasonable hours to evaluate compliance with the conditions stated in this Order and may require the submittal of any data deemed necessary by the Conservation Commission or Department for that evaluation.
16. This Order of Conditions shall apply to any successor in interest or successor in control of the property subject to this Order and to any contractor or other person performing work conditioned by this Order.
17. Prior to the start of work, and if the project involves work adjacent to a Bordering Vegetated Wetland, the boundary of the wetland in the vicinity of the proposed work area shall be marked by wooden stakes or flagging. Once in place, the wetland boundary markers shall be maintained until a Certificate of Compliance has been issued by the Department.
18. All sedimentation barriers shall be maintained in good repair until all disturbed areas have been fully stabilized with vegetation or other means. At no time shall sediments be deposited in a wetland or water body. During construction, the applicant or his/her designee shall inspect the erosion controls on a daily basis and shall remove accumulated sediments as needed. The applicant shall immediately control any erosion problems that occur at the site and shall also immediately notify the Department, which reserves the right to require additional erosion and/or damage prevention controls it may deem necessary. Sedimentation barriers shall serve as the limit of work unless another limit of work line has been approved by this Order.

NOTICE OF STORMWATER CONTROL AND MAINTENANCE REQUIREMENTS

19. **The work associated with this Order (the "Project") is (1) is not (2) subject to the Massachusetts Stormwater Standards. If the work is subject to the Stormwater Standards, then the project is subject to the following conditions:**
 - a) All work, including site preparation, land disturbance, construction, and redevelopment, shall be implemented in accordance with the construction period pollution prevention and erosion and sedimentation control plan and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Construction General Permit as required by Stormwater Condition 8. Construction period erosion, sedimentation and pollution control measures and best management practices (BMPs) shall remain in place until the site is fully stabilized.

C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)



- b) No stormwater runoff may be discharged to the post-construction stormwater BMPs unless and until a Registered Professional Engineer provides a Certification that:
- i.* all construction period BMPs have been removed or will be removed by a date certain specified in the Certification. For any construction period BMPs intended to be converted to post construction operation for stormwater attenuation, recharge, and/or treatment, the conversion is allowed by the MassDEP Stormwater Handbook BMP specifications and that the BMP has been properly cleaned or prepared for post construction operation, including removal of all construction period sediment trapped in inlet and outlet control structures;
 - ii.* as-built final construction BMP plans are included, signed, and stamped by a Registered Professional Engineer, certifying the site is fully stabilized;
 - iii.* any illicit discharges to the stormwater management system have been removed, as per the requirements of Stormwater Standard 10;
 - iv.* all post-construction stormwater BMPs are installed in accordance with the plans (including all planting plans) approved by the issuing authority, and have been inspected to ensure that they are not damaged and that they are in proper working condition;
 - v.* any vegetation associated with post-construction BMPs is suitably established to withstand erosion.
- c) The landowner is responsible for BMP maintenance until the issuing authority is notified that another party has legally assumed responsibility for BMP maintenance. Prior to requesting a Certificate of Compliance, or Partial Certificate of Compliance, the responsible party (defined in General Condition 19(e)) shall execute and submit to the issuing authority an Operation and Maintenance Compliance Statement ("O&M Statement") for the Stormwater BMPs identifying the party responsible for implementing the stormwater BMPs Operation and Maintenance Plan ("O&M Plan") and certifying the following: *i.*) the O&M Plan is complete and will be implemented upon receipt of the Certificate of Compliance, and *ii.*) the future responsible parties shall be notified in writing of their ongoing legal responsibility to operate and maintain the stormwater management BMPs and implement the Stormwater Pollution Prevention Plan.
- d) Post-construction pollution prevention and source control shall be implemented in accordance with the long-term pollution prevention plan section of the approved Stormwater Report and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Multi-Sector General Permit.
- e) Unless and until another party accepts responsibility, the landowner, or owner of any drainage easement, assumes responsibility for maintaining each BMP. To overcome this presumption, the landowner of the property must submit to the issuing authority a legally binding agreement of record, and acceptable to the issuing authority, evidencing that another entity has accepted responsibility for maintaining the BMP, and that the proposed responsible party shall be treated as a permittee for purposes of implementing the requirements of Conditions 19(f) through 19(k) with respect to that BMP. Any failure of the proposed responsible party to implement the requirements of Conditions 19(f) through 19(k) with respect to that BMP shall be a violation of the Order of Conditions or Certificate of Compliance. In the case of stormwater BMPs that are serving more than one lot, the legally binding agreement shall also identify the lots that will be serviced by the stormwater BMPs. A plan and easement deed that grants the responsible party access to perform the required operation and maintenance must be submitted along with the legally binding agreement.
- f) The responsible party shall operate and maintain all stormwater BMPs in accordance with the design plans, the O&M Plan, and the requirements of the Massachusetts Stormwater Handbook.

C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)



- g) The responsible party shall:
 1. Maintain an operation and maintenance log for the last three (3) consecutive calendar years of inspections, repairs, maintenance and/or replacement of the stormwater management system or any part thereof, and disposal (for disposal the log shall indicate the type of material and the disposal location);
 2. Make the maintenance log available to MassDEP and the Conservation Commission ("Commission") upon request; and
 3. Allow members and agents of the MassDEP and the Commission to enter and inspect the site to evaluate and ensure that the responsible party is in compliance with the requirements for each BMP established in the O&M Plan approved by the issuing authority.
- h) All sediment or other contaminants removed from stormwater BMPs shall be disposed of in accordance with all applicable federal, state, and local laws and regulations.
- i) Illicit discharges to the stormwater management system as defined in 310 CMR 10.04 are prohibited.
- j) The stormwater management system approved in the Order of Conditions shall not be changed without the prior written approval of the issuing authority.
- k) Areas designated as qualifying pervious areas for the purpose of the Low Impact Site Design Credit (as defined in the MassDEP Stormwater Handbook, Volume 3, Chapter 1, Low Impact Development Site Design Credits) shall not be altered without the prior written approval of the issuing authority.
- l) Access for maintenance, repair, and/or replacement of BMPs shall not be withheld. Any fencing constructed around stormwater BMPs shall include access gates and shall be at least six inches above grade to allow for wildlife passage.

Special Conditions (See attached sheet(s) or below for additional Special Conditions numbered 20 through 39).

See special conditions attached.

D. Findings Under Municipal Wetlands Bylaw or Ordinance



Massachusetts Department of Environmental Protection
 Bureau of Water Resources – Wetlands Program
Superseding Order of Conditions
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

MassDEP File #

129-0967

To the extent that the Order is based on a municipal bylaw or ordinance, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no jurisdiction to supersede the local by-law order.

E. Issuance

This Order is valid for three years from the date of issuance, unless otherwise specified as a special condition pursuant to General Conditions # 4 or # 6.

Issued by: **Massachusetts Department of Environmental Protection:**

Northeast Regional Office

MassDEP Regional Office

Wetland Section Chief Signature

Jill Provencal

Wetland Section Chief Printed Name

Date

This Order is issued to the applicant as follows:

by Hand delivery on

by certified mail on:

Date

1/20/2026

Date

F. Appeal Rights and Time Limits

The applicant, the landowner, the conservation commission, any person aggrieved by the Superseding Order, Determination or other Reviewable Decision as defined at 310 CMR 10.04, who previously participated in the proceedings leading to this Reviewable Decision, the conservation commission, or any ten (10) residents of the city or town where the land is located if at least one resident was previously a participant in the permit proceeding, are hereby notified of their right to appeal this Reviewable Decision pursuant to M.G.L. c.30A, § 10, provided the request is made by certified mail or hand delivery to the Department, along with the appropriate filing fee and a MassDEP Fee Transmittal Form within ten (10) business days of the date of issuance of this Superseding Order or Determination, and addressed to:

Case Administrator
Office of Appeals and Dispute Resolution
Department of Environmental Protection
100 Cambridge Street, Suite 900
Boston, MA 02114

A copy of the request (hereinafter also referred to as Appeal Notice) shall at the same time be sent by certified mail or hand delivery to the Conservation Commission, the applicant, the person that requested the Superseding Order or Determination, and the issuing office of the MassDEP at:

MassDEP – Northeast Region
Wetlands Program
150 Presidential Way, Suite 300
Woburn, MA 01801

In the event that a ten-resident group requested the Superseding Order or Determination, the Appeal Notice shall be served on the designated representative of the ten resident group, whose name and contact information is included in this Reviewable Decision (when relevant).

Contents of Appeal Notice

An Appeal Notice shall comply with the Department's Rules for Adjudicatory Proceedings, 310 CMR 1.01(6) and 310 CMR 10.05(7)(j), and shall contain the following information:

- a) the MassDEP Wetlands File Number, name of the applicant, landowner if different from applicant, and address of the project;
- b) the complete name, mailing address, email address, and fax and telephone numbers of the party filing the Appeal Notice; if represented by consultant or counsel, the name, fax and telephone numbers, email address, and mailing address of the representative; if a ten residents group, the same information for the group's designated representative;
- c) if the Appeal Notice is filed by a ten (10) resident group, then a demonstration of participation by at least one resident in the previous proceedings that led to this Reviewable Decision;

F. Appeal Rights and Time Limits (cont.)

- d) if the Appeal Notice is filed by an aggrieved person, then a demonstration of participation in the previous proceeding that led to this Reviewable Decision and sufficient written facts to demonstrate status as a person aggrieved;
- e) the names, telephone and fax numbers, email addresses, and mailing addresses of all other interested parties, if known;
- f) a clear and concise statement of the alleged errors contained in the Department's decision and how each alleged error is inconsistent with 310 CMR 10.00 and does not contribute to the protection of the interests identified in the Wetlands Protection Act, M.G.L. c.131, § 40, including reference to the statutory or regulatory provisions that the party filing the Appeal Notice alleges has been violated by the Department's Decision, and the relief sought, including any specific desired changes to the Department's decision;
- g) a copy of the Department's Reviewable Decision that is being appealed and a copy of the underlying Conservation Commission decision if the Reviewable Decision affirms the Conservation Commission decision;
- h) a statement that a copy of the request has been sent by certified mail or hand delivery to the applicant and the conservation commission; and
- i) if asserting a matter that is Major and Complex, as defined at 310 CMR 10.04(1), a statement requesting that the Presiding Officer make a designation of Major and Complex, with specific reasons supporting the request.

Filing Fee and Address

A copy of the Appeal Notice along with a MassDEP Fee Transmittal Form and a valid check or money order payable to the Commonwealth of Massachusetts in the amount of one hundred dollars (\$100) must be mailed to:

Commonwealth of Massachusetts
Department of Environmental Protection
Commonwealth Master Lockbox
P.O. Box 4062
Boston, Massachusetts 02211

The request will be dismissed if the filing fee is not paid unless the appellant is exempt or granted a waiver. The filing fee is not required if the appellant is a city or town (or municipal agency), county, district of the Commonwealth of Massachusetts, or a municipal housing authority. The Department may waive the adjudicatory hearing filing fee pursuant to 310 CMR 4.06(2) for a person who shows that paying the fee will create an undue financial hardship. A person seeking a waiver must file an affidavit setting forth the facts believed to support the claim of undue financial hardship together with the hearing request as provided above.

G. Recording Information

This Superseding Order of Conditions must be recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land subject to the Order. In the case of registered land, this Order shall also be noted on the Land Court Certificate of Title of the owner of the land subject to the Order of Conditions. The recording information on this page shall be submitted to the Department.

To: Massachusetts Department of Environmental Protection Northeast Regional Office
Issuing Authority
150 Presidential Way, Suite 300, Woburn, MA 01801
MassDEP Regional Office Address

Please be advised that the Order of Conditions for the Project at:

Project Location (Street and Town) MassDEP File Number

Has been recorded at the Registry of Deeds of:

County Book Page

For: Property Owner

and has been noted in the chain of title of the affected property in:

Book Page

In accordance with the Order of Conditions issued on:

Date

If recorded land, the instrument number identifying this transaction is:

Instrument Number

If registered land, the document number identifying this transaction is:

Document Number Signature of Applicant

**SUPERSEDING ORDER OF CONDITIONS
DEP #129-0967
SPECIAL CONDITIONS**

20. All work shall conform to the Notice of Intent, plans, reports, and special conditions:

| Document or Plan Title | Date (last revised, if applicable) | Prepared By |
|---|---|--------------------|
| Notice of Intent | 4/8/2025 | Water & Wetland |
| Update of the Freeman Lake Diagnostic and Management Assessment | 3/1/2025 | TRC |

21. The Massachusetts Department of Environmental Protection (MassDEP) finds that because the effectiveness of the invasive/nuisance vegetation management methods and techniques proposed in the Notice of Intent (NOI) may not be evident for several years once their implementation has commenced, this Superseding Order of Conditions (Superseding Order) shall be valid for a period of five (5) years from the date of issuance pursuant to the provisions of 310 CMR 10.05(6)(d), and may be extended by MassDEP for one or more five-year periods beyond the SOC's initial five year duration.

22. This Superseding Order supersedes all previous Orders issued for the project, DEP File #129-0967. All work shall conform to the plans and documentation referenced above unless otherwise specified in the Superseding Order. In case of a conflict, the conditions of this Superseding Order shall prevail.

23. A copy of this Superseding Order shall be included in all construction contracts and shall supersede any conflicting requirements.

24. A copy of this Superseding Order as well as the plans and reports referenced in Special Condition No. 20 shall be available on site while activities regulated by this Superseding Order are being performed. In addition to the owners, all contractors and subcontractors shall be held responsible for compliance with this Superseding Order.

25. No work shall commence on-site until all appeal periods have elapsed and this Superseding Order has been recorded with the Registry of Deeds and MassDEP has been formally notified via the form provided at the end of this Superseding Order.

26. This Superseding Order shall apply to any successor or assigns in interest or control and any other party engaging in activity on the property identified in the NOI. The applicant

shall notify MassDEP in writing within 30 days of all transfers of title of any portion of property that takes place prior to the issuance of a Certificate of Compliance.

27. Any proposed or executed change in the plans approved under this Superseding Order shall require the applicant to inquire of MassDEP in writing whether the change is substantial enough to require a new filing. A copy shall be sent at the same time to the Chelmsford Conservation Commission (CCC). Any errors in the plans or information submitted by the applicant shall be considered changes and the above procedures shall be followed.

28. Members and agents of MassDEP and the CCC shall have the right to enter and inspect the premises to evaluate compliance with the conditions contained in this Superseding Order and may require the submittal of any data deemed necessary by MassDEP for that evaluation.

29. The applicant shall retain a wetland scientist who will serve as the project's Environmental Monitor (EM). This person shall be competent in wetland ecology and have a minimum of five (5) years of experience in ecological restoration projects and lake/pond management. The applicant shall provide MassDEP, and a copy sent to the CCC, with the name(s), address(es) and telephone number(s) of EM and their alternate including their qualifications and contact information for MassDEP's approval. The EM or their backup shall be available on a 24-hour basis.

30. The EM shall be responsible for overseeing herbicide and algaecide treatments to verify that these management treatments are performed in the locations identified in the annual pre-management surveys. An email documenting compliance shall be emailed to MassDEP and a copy emailed to the CCC following each herbicide and algaecide treatment.

All reports shall be sent to:

Tyler Ferrick
MassDEP Wetlands Program
Northeast Regional Office
150 Presidential Way, Suite 300
Woburn, MA 01801
or via email to Tyler.Ferrick@mass.gov

and shall reference the DEP File No. 129-0967.

31. Annually, but no later than one (1) week prior to the start of the season's first management event, the Applicant shall provide MassDEP and the CCC with the results of the annual pre-management survey each season and provide the proposed lake management activities for the current season/year which is referred to as the Annual Work

Plan. The Annual Work Plan shall include: a map (or maps) of the lake showing the proposed location(s) of herbicide application(s), benthic barrier installation(s), DASH, and manual harvesting of water chestnut; specific herbicides, both brand and common names, proposed for use in each location where application of herbicide is proposed; and, if possible, approximate dates for each management event.

32. As agreed to by the Applicant, at least forty-eight (48) hours in advance of the start of each management event, the Applicant shall:

- a. Notify MassDEP and the CCC Agent via e-mail of planned management event(s). The notifications to MassDEP and the CCC shall identify the type(s) of event(s) scheduled, their location(s), and date(s) of application. Any management events involving the application of herbicides shall also identify the brand and common names of the herbicide(s) to be used.
- b. Post on the Town of Chelmsford website a public notice with the information cited in Condition #32a above.
- c. Provide MassDEP and the CCC Agent with the name and contact information of the on-site contractor employee who will be responsible for overseeing day-to-day management event(s).

33. As agreed to by the Applicant, no later than ten (10) calendar days in advance of every scheduled herbicide application event, the Applicant or Applicant's Contractor shall:

- a. Send by regular USPS mail (certified mail not necessary) 'NOTIFICATION OF AQUATIC TREATMENT' notices to all abutters to the lake. The 'NOTIFICATION OF AQUATIC TREATMENT' shall include the scheduled date(s) of application(s) and describe the restrictions on water use, and their duration, associated with the application(s).
- b. Publish the public notice/notification in The Lowell Sun.
- c. No later than seven (7) calendar days in advance of the start of every scheduled herbicide application event, the Applicant or Applicant's Contractor shall:
Post, at a sufficient number of appropriate locations around the perimeter of the lake, 'WARNING' notices displaying the scheduled application date(s) and describing the restrictions on water use, and their duration, associated with the application(s).

34. If any unauthorized and/or unexpected issues are encountered during the course of a management event(s), the MassDEP and the CCC shall be immediately notified and provided with a report via e-mail describing the issue and steps taken to correct the problem.

35. Following each site visit by lake/pond management personnel, MassDEP and the CCC shall be provided with a summary of the "Field Notes" no later than one (1) week after the Applicant's receipt of the same from the contractor, as specified in the NOI filing.

36. MassDEP shall be provided with the annual year-end survey status report on the lake's condition no later than one (1) week after the Applicant's receipt of same from the

contractor. A copy shall also be sent to the CCC. If possible, the year-end status report shall include indications for the following year's Annual Work Plan.

37. As agreed to by the Applicant, the Applicant or Applicant's contractor shall place a suitable number of orange highway cones (provided by the Applicant) to block pedestrian access to the public beach on the dates of scheduled herbicide applications.

38. Storing, servicing, or cleaning of equipment, including but not limited to fueling, changing, adding, or applying lubricants or hydraulic fluids, or washing/rinsing of trucks or equipment, shall be performed outside the 100-foot Buffer Zone unless prior authorization is obtained from MassDEP.

39. Upon completion of the project, the Applicant shall request a Certificate of Compliance (WPA Form 8A) from MassDEP and shall submit supporting information demonstrating compliance with the approved plans and the special conditions specified in this SOC and setting forth deviations if any exist.

Commonwealth of Massachusetts
Department of Fish and Game

OFFICE OF FISHING AND BOATING ACCESS

1 Rabbit Hill Road, Westborough, MA 01581
(508)389-7810 (508)7389-7890
Terrance W. Smith, Acting Director

BID OPENING FORM

CONTRACT: MERRIMACK RIVER CHELMSFORD OPENING DATE: 1/13/26 TUES

CONTRACT #: PA-404 TIME: 11:00AM

OPENER: George Wells

READER: Terrance W. Smith

RECORDER: Mike Coart

| CONTRACTOR | BASE BID | ALTERNATE | TOTAL | <u>Alt</u> | <u>Qual</u> |
|---------------------------------|----------|-----------|-------------|------------|-------------|
| Price Landscape & Construction | | | 608,800 - | ✓ | ✓ |
| Kodiak Corp. | | | 436,425 - | ✓ | ✓ |
| New England Infrastructure Inc. | | | 1,174,200 - | ✓ | ✓ |
| S & R Corporation | | | 596,525 - | ✓ | ✓ |
| Tford Co. Inc. | | | 534,000 - | ✓ | ✓ |
| ET & L Corp. | | | 436,700 - | ✓ | ✓ |
| Lucianos Excavating Inc. | | | 456,725 - | ✓ | ✓ |
| MAS Building & Bridge Inc. | | | 554,175 - | ✓ | ✓ |
| Edward Reige Corp. | | | 556,900 - | ✓ | ✓ |
| R. Bates & Sons, Inc. | | | 476,500 - | ✓ | ✓ |

CONTRACT: PA-404

OPENING DATE: 1/13/26

CONTRACT #: Merrimack River - Chelmsford

TIME: 11:00 AM

| CONTRACTOR | BASE BID | ALTERNATE | TOTAL | <u>Add</u> | <u>Bond</u> |
|-----------------------|----------|-----------|----------|------------|-------------|
| ONYX Corporation | | | 516,400- | ✓ | ✓ |
| C. White Marine, Inc. | | | 756,925- | ✓ | ✓ |
| ACK Marine | | | 755,480- | ✓ | ✓ |
| CSR Atlantic, Inc. | | | 537,375- | ✓ | ✓ |
| | | | | | |
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| Ticket Number | Created On | Ticket Creator | Pole Owner | HouseNurr | Street1 | ElcoPoleNumber | UpdatedOn | NTGMemberCode | NTG Member | StepType | TelcoPole Number |
|---------------|------------|----------------|------------|-----------|------------------|----------------|------------------|---------------|-----------------------------------|----------|------------------|
| 5800943 | 10/13/2023 | NGMA | NGMA | 36 | Quigley Ave | 5 | 12/11/2023 14:26 | ATTMMA | AT&T Massachusetts Mobility | TRANSFER | |
| 6945844 | 7/14/2025 | NGMA | NGMA | 59 | BOSTON RD | 17-0 | 7/30/2025 20:59 | CHELFD | Chelmsford Fire Department | TRANSFER | |
| 7060653 | 9/10/2025 | NGMA | NGMA | 318 | acton rd | 93-90 | 9/10/2025 10:23 | CHELFD | Chelmsford Fire Department | TRANSFER | |
| 7078716 | 9/18/2025 | NGMA | NGMA | 150 | North Rd | 53-0 | 9/18/2025 9:33 | CHELFD | Chelmsford Fire Department | TRANSFER | |
| 6332862 | 8/11/2024 | NGMA | NGMA | 29 | GORHAM ST | 1-Sep | 10/7/2025 13:02 | CMCTNR | Comcast Massachusetts | TRANSFER | |
| 6482341 | 10/27/2024 | NGMA | NGMA | | MIDDLESEX NET ST | 60-0 | 10/1/2025 10:52 | CMCTNR | Comcast Massachusetts | TRANSFER | |
| 6971514 | 7/28/2025 | NGMA | NGMA | 70 | Boston Rd | 17 | 1/9/2026 8:26 | CMCTNR | Comcast Massachusetts | TRANSFER | |
| 6990512 | 8/6/2025 | NGMA | NGMA | 12 | Beech ST | Apr-00 | 12/5/2025 9:34 | CMCTNR | Comcast Massachusetts | TRANSFER | |
| 7009460 | 8/14/2025 | NGMA | NGMA | 41 | RUTHELLEN RD | Jul-00 | 12/8/2025 8:50 | CMCTNR | Comcast Massachusetts | TRANSFER | |
| 7045475 | 9/3/2025 | NGMA | NGMA | 190 | Boston Rd | 54 | 10/8/2025 11:31 | CMCTNR | Comcast Massachusetts | TRANSFER | |
| 7108458 | 10/2/2025 | NGMA | NGMA | 8 | Pine St | 2 | 10/22/2025 9:01 | CMCTNR | Comcast Massachusetts | TRANSFER | |
| 7110088 | 10/3/2025 | NGMA | NGMA | NA | Mansur St | 7 | 10/3/2025 10:37 | CMCTNR | Comcast Massachusetts | TRANSFER | 7 |
| 7110084 | 10/3/2025 | NGMA | NGMA | NA | Mansur St | 6 | 10/3/2025 10:35 | CMCTNR | Comcast Massachusetts | TRANSFER | 6 |
| 7114462 | 10/6/2025 | NGMA | NGMA | 10 | SOUTH ROW ST | Mar-00 | 12/29/2025 11:02 | CMCTNR | Comcast Massachusetts | TRANSFER | |
| 7114092 | 10/6/2025 | NGMA | NGMA | 64 | LINWOOD ST | 22-0 | 10/17/2025 12:45 | CMCTNR | Comcast Massachusetts | TRANSFER | |
| 7133423 | 10/15/2025 | NGMA | NGMA | 34 | Turnpike Road | 11 | 1/9/2026 8:29 | CMCTNR | Comcast Massachusetts | TRANSFER | |
| 7133408 | 10/15/2025 | NGMA | NGMA | 35 | High Street | 9 | 10/15/2025 8:47 | CMCTNR | Comcast Massachusetts | TRANSFER | |
| 7325873 | 10/31/2025 | NGMA | NGMA | 30 | Wildes Rd | 15 | 10/31/2025 10:50 | CMCTNR | Comcast Massachusetts | TRANSFER | |
| 7325688 | 10/31/2025 | NGMA | NGMA | 15 | Wildes rd | 11 | 10/31/2025 10:31 | CMCTNR | Comcast Massachusetts | TRANSFER | |

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|---------|------------|------|------|----------------------|------|--------|------------------|--------|--------------------------------------|----------|----|
| 7353338 | 11/13/2025 | NGMA | NGMA | 37 SLEIGH RD | 19-0 | | 12/10/2025 9:16 | CMCTNR | Comcast Massachusetts | TRANSFER | |
| 7365596 | 11/19/2025 | NGMA | NGMA | unknown PINE HILL RD | 51-0 | | 11/19/2025 10:38 | CMCTNR | Comcast Massachusetts | TRANSFER | |
| 7365142 | 11/19/2025 | NGMA | NGMA | 133 PRINCETON ST | 42-1 | | 11/19/2025 9:12 | CMCTNR | Comcast Massachusetts | TRANSFER | |
| 7392983 | 12/5/2025 | NGMA | NGMA | 26 Proctor Road | | Sep-00 | 1/9/2026 11:22 | CMCTNR | Comcast Massachusetts | TRANSFER | 9 |
| 7395550 | 12/8/2025 | NGMA | NGMA | 6 Columbus Ave | | 3 | 12/8/2025 9:41 | CMCTNR | Comcast Massachusetts | TRANSFER | 3 |
| 7395538 | 12/8/2025 | NGMA | NGMA | 15 Smith St | | 5 | 1/7/2026 8:43 | CMCTNR | Comcast Massachusetts | TRANSFER | 5 |
| 7395361 | 12/8/2025 | NGMA | NGMA | 4 Derringer Rd | | 2 | 12/8/2025 8:47 | CMCTNR | Comcast Massachusetts | TRANSFER | |
| 7395346 | 12/8/2025 | NGMA | NGMA | 11 Summer St | | 7 | 1/9/2026 8:30 | CMCTNR | Comcast Massachusetts | TRANSFER | |
| 7395327 | 12/8/2025 | NGMA | NGMA | 117 WESTFORD ST | 54-0 | | 1/9/2026 8:31 | CMCTNR | Comcast Massachusetts | TRANSFER | |
| 7419884 | 12/17/2025 | NGMA | NGMA | 16 Regina drive | | 8 | 12/17/2025 12:11 | CMCTNR | Comcast Massachusetts | TRANSFER | 8 |
| 7427660 | 12/22/2025 | NGMA | NGMA | 61 Elm St | | 34 | 12/22/2025 8:36 | CMCTNR | Comcast Massachusetts | TRANSFER | |
| 7475649 | 1/20/2026 | NGMA | NGMA | 24 Pine Hill Road | | Jun-00 | 1/21/2026 9:21 | CMCTNR | Comcast Massachusetts | TRANSFER | |
| 7478078 | 1/21/2026 | NGMA | NGMA | 155 High Street | 46-0 | | 1/21/2026 9:13 | CMCTNR | Comcast Massachusetts | TRANSFER | |
| 6332861 | 8/11/2024 | NGMA | NGMA | 29 GORHAM ST | | Sep-00 | 1/8/2026 14:26 | NPDOT | Department of Transportation | TRANSFER | |
| 6332857 | 8/11/2024 | NGMA | NGMA | 16 GORHAM ST | | Aug-50 | 1/8/2026 14:25 | NPDOT | Department of Transportation | TRANSFER | |
| 6332856 | 8/11/2024 | NGMA | NGMA | 16 GORHAM ST | | Jul-00 | 1/8/2026 14:52 | NPDOT | Department of Transportation | TRANSFER | |
| 6332853 | 8/11/2024 | NGMA | NGMA | 29 GORHAM ST | | Nov-00 | 1/8/2026 14:23 | NPDOT | Department of Transportation | TRANSFER | |
| 6332852 | 8/11/2024 | NGMA | NGMA | 29 GORHAM ST | | Oct-00 | 1/8/2026 14:22 | NPDOT | Department of Transportation | TRANSFER | |
| 7045575 | 9/3/2025 | NGMA | NGMA | 29 GORHAM ST | | Aug-00 | 1/8/2026 14:27 | NPDOT | Department of Transportation | TRANSFER | |
| 7395911 | 12/8/2025 | NGMA | NGMA | NA Princeton St | | 16 | 12/8/2025 11:11 | FBTCMA | Fibertech Networks (Crown Castle) | TRANSFER | 16 |

| | | | | | | | | | | |
|---------|------------|--------|--------|---------------------|--------|------------------|--------|--|----------|-----|
| 7419893 | 12/17/2025 | NGMA | NGMA | 3 School st | 26 | 12/17/2025 12:14 | FBTCMA | Fibertech Networks (Crown Castle) | TRANSFER | 26 |
| 7453000 | 1/9/2026 | NGMA | NGMA | NA DRUM HILL RD | 6 | 1/9/2026 11:34 | FBTCMA | Fibertech Networks (Crown Castle) | TRANSFER | 6 |
| 7452978 | 1/9/2026 | NGMA | NGMA | NA NORTH RD | 118 | 1/15/2026 7:10 | FBTCMA | Fibertech Networks (Crown Castle) Teleport | TRANSFER | 118 |
| 6332855 | 8/11/2024 | NGMA | NGMA | 7 GORHAM ST | Jan-50 | 11/3/2025 15:02 | TCGMA | Teleport Communications Boston | TRANSFER | |
| 6771682 | 4/4/2025 | NGMA | NGMA | 4 Kidder Rd | 2 | 4/25/2025 10:42 | TCGMA | Teleport Communications Boston | TRANSFER | |
| 7057062 | 9/9/2025 | NGMA | NGMA | 25 boston rd | 5 | 9/10/2025 9:28 | TWCHEL | Town of Chelmsford | TRANSFER | |
| 7133390 | 10/15/2025 | NGMA | NGMA | 199 Riverneck Road | 74 | 11/5/2025 17:02 | TWCHEL | Town of Chelmsford | TRANSFER | |
| 6845345 | 5/15/2025 | NGMA | NGMA | parkhurst rd | Sep-50 | 11/3/2025 15:12 | TVCAFL | TVC Albany/FirstLight | TRANSFER | |
| 2993950 | 12/6/2016 | VZNEDR | VZNEDR | 49 DRUM HILL RD | 6 | 11/4/2025 15:58 | VZNEDR | Verizon Massachusetts | TRANSFER | 6 |
| 5101903 | 4/25/2022 | NGMA | NGMA | BILLERICA RD | 90-0 | 3/17/2025 13:29 | VZNEDR | Verizon Massachusetts | TRANSFER | 90 |
| 5781615 | 10/2/2023 | NGMA | NGMA | 48 Central Square | 1 | 8/5/2025 14:23 | VZNEDR | Verizon Massachusetts | TRANSFER | |
| 5801165 | 10/13/2023 | NGMA | NGMA | 148 Groton Rd | 48 | 11/6/2025 13:14 | VZNEDR | Verizon Massachusetts | TRANSFER | |
| 6019028 | 2/18/2024 | NGMA | NGMA | 233 GRANITEVILLE RD | 68 | 5/8/2025 13:53 | VZNEDR | Verizon Massachusetts | TRANSFER | 68 |
| 6490792 | 10/30/2024 | NGMA | NGMA | 199 BILLERICA RD | 54 | 1/19/2026 16:06 | VZNEDR | Verizon Massachusetts | TRANSFER | 54 |
| 6597141 | 1/2/2025 | NGMA | NGMA | Billerica Rd | 9 | 11/6/2025 20:52 | VZNEDR | Verizon Massachusetts | TRANSFER | |
| 6597135 | 1/2/2025 | NGMA | NGMA | Billerica Rd | 6 | 9/4/2025 16:11 | VZNEDR | Verizon Massachusetts | TRANSFER | |
| 6638851 | 1/24/2025 | NGMA | NGMA | 318 Acton Rd | 93 | 12/10/2025 10:35 | VZNEDR | Verizon Massachusetts | TRANSFER | |
| 6771566 | 4/4/2025 | NGMA | NGMA | 285 Chelmsford st | 14 | 1/9/2026 8:30 | VZNEDR | Massachusetts | TRANSFER | |

6934974 7/8/2025 NGMA

NGMA

32 Ripley St

5 12/10/2025 11:19 VZNEDR

Verizon
Massachusetts TRANSFER



Office of the Town Manager

Paul E. Cohen
Town Manager

*50 Billerica Road
Chelmsford, MA 01824-2777*

*978.250.5202
Fax: 978.250.5252*

February 5, 2026

TO: Select Board
FROM: Paul Cohen, Town Manager
RE: Double Pole Report – February 1

- # of Double Poles in Utilities Database: 58
- Change from Prior Month: +4

- # of Double Poles Removed in Last Month: 2
- # of Double Poles Added from Last Month: 6

Next to Go:

- National Grid: 0
- Verizon: 11
- Comcast: 28
- Others: 14
- Town: 5



Town of Chelmsford

Police Department

Colin C. Spence
Chief of Police

February 4, 2026

To: Town Manager Paul Cohen and the Chelmsford Selectboard

Subject: Notice of Retirement

I respectfully submit this letter to formally notify you of my intention to retire from my position as Chief of Police for the Town of Chelmsford, effective June 1, 2026.

I am deeply honored and privileged to have served this community for almost 35 years and lead such an outstanding group of men and women of the Chelmsford Police Department. Together, we have advanced public safety, strengthened community trust, and supported countless initiatives that have improved the lives of our residents. The kindness, compassion and empathy shown by our officers and employees every day is exceptional.

I am extremely proud of the department's accomplishments, including our continued commitment to professionalism, accountability, and community engagement. I have full confidence in the leadership team and the exceptional officers and civilian staff who will continue to serve Chelmsford with integrity, dedication and unwavering commitment to serving and safeguarding our community.

During the transition period, I remain fully committed to ensuring a smooth and orderly handover of responsibilities and will provide any assistance needed to support the department, our residents and town leadership.

Thank you for the opportunity to serve this community. My deepest thanks to the residents of Chelmsford, our town officials, community groups and the entire Chelmsford Police Department team for your trust, support, and collaboration throughout my career.

Respectfully,

A handwritten signature in blue ink that reads "Colin C. Spence". The signature is written in a cursive style.

Colin Spence
Chief of Police
Chelmsford Police Department

2 Olde North Road, Chelmsford, MA 01824
Telephone: 978-250-5255, Fax: 978-256-7094
Email: CSpence@Chelmsfordma.gov



Town of Chelmsford

50 Billerica Road
Chelmsford, MA 01824

Appointed Board, Commission, & Committee Application

Please fill out this form to apply for any open position on a specific board, commission, or committee that is appointed by the Town Manager or Select Board. The application will be forwarded to the appropriate parties for consideration. If appointed, you will be notified by mail and will need to bring the appointment letter to the Town Clerk's Office to get sworn in. Thank you for your interest in serving the Town of Chelmsford.

Return the completed application to: **Office of the Town Manager, 50 Billerica Road, Chelmsford, MA 01824** or tmoffice@chelmsfordma.gov

* Please note that this application, including the phone number and email address provided, may become public.

| | |
|--|---------------------------|
| Name: Kevin Baxter | Date: 2026-01-13 11:51:06 |
| Street Address: 1 Muriel Rd Chelmsford MA | Zip Code: 01824 |
| Email: kevinmbaxter@gmail.com | Phone: 9788887129 |
| Committee Applying For: BPAC | |
| Amount of Time Available: | |
| Relevant Experience: Avid cyclist and runner; grew up in Chelmsford | |
| Education or Special Training: B.S. Public Health Sciences | |
| Previous Committee Positions Held: N/A | |
| Remarks: Thanks for considering me! I'm a recent college graduate seeking a career in public policy/ public affairs. I'd love to help out some in town government where I can. | |



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| | |
|--|---------------------------|
| Name: David Hamilton | Date: 2026-01-15 17:31:24 |
| Street Address: 60 Mill Road | Zip Code: 01824 |
| Email: dhamilton842@outlook.com | Phone: 9789447266 |
| Committee Applying For: Community Preservation Fund Committee (CPC) | |
| Amount of Time Available: 64 Hours a month | |
| Relevant Experience: I have relevant experience in assisting with the planning of the local 4-H fair in Westford Massachusetts (as well as volunteering during the fair every year). The Director of the fair and I have to plan, budget for, and meet with others on the board to make sure the fair runs smoothly, the kids can have a good time, and that we will be able to do it again next year. In addition, as a career professional, I work at Fidelity Investments as an accountant/operations analyst for our Money Market funds. This is also relevant as there is quite a bit of foresight involved with making sure that operations run smoothly on a day to day basis but also that will run smoothly and more efficiently, in the future. This job requires quite a bit of team work and the ability to make quick and timely decisions about the direction of operations on a day to day basis. | |
| Education or Special Training: I hold a bachelors degree in economics and I am pursuing an advanced degree in applied economics. | |
| Previous Committee Positions Held: N/A | |
| Remarks: I enjoy helping and being involved in my community and want to branch out into public service. I enjoy helping others and I enjoy building things that others can enjoy, like my work with 4-H. I have lived in this town my entire life, been to school here, worked here when I was younger, and have met and become friends with, many in my community. I am looking to jump into civil service where I believe that I would be most useful and where I am qualified to assist the community. Thank you, David | |



Town of Chelmsford

50 Billerica Road
Chelmsford, MA 01824

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| | |
|--|---------------------------|
| Name: Mindy Rosen | Date: 2026-01-21 10:11:36 |
| Street Address: 45 Amble Road, Chelmsford, MA | Zip Code: 01824 |
| Email: marosen45@gmail.com | Phone: 978-319-3766 |
| Committee Applying For: Counsel on Aging Board | |
| Amount of Time Available: 5 hours per month | |
| Relevant Experience: I have been volunteering at the senior center in the office for the past 7 months | |
| Education or Special Training: I have an MBA in finance. I am also a CPA licensed in the Commonwealth of MA. | |
| Previous Committee Positions Held: none | |
| Remarks: | |



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| | |
|--|---------------------------|
| Name: Marie Cumming | Date: 2026-01-19 10:05:54 |
| Street Address: 5 Dayton St | Zip Code: 01863 |
| Email: mariecumming0601@gmail.com | Phone: 7174873441 |
| Committee Applying For: Historic District Commission Alternate | |
| Amount of Time Available: Flexible | |
| Relevant Experience: Before returning to Chelmsford, I lived in a neighborhood in York, PA. that worked on and obtained National Historic Register designation. We did that because there was a similar neighborhood across town where the homes had mostly been turned into commercial use. We wanted to protect our neighborhood! I ve always owned and renovated historic homes and feel these structures have an important role in preserving a community s history. They tie into the families and business people who helped to build the town. | |
| Education or Special Training: I ve previously worked as a teacher and as a banker. I m currently a licensed realtor in MA. | |
| Previous Committee Positions Held: None | |
| Remarks: I look forward to having the opportunity to help in preserving Chelmsford s history, and getting to know other people in the community who have the same passion for preservation. | |

Holiday Decorating Committee

| Member | Address | Term |
|---------------|----------------|-------------------------------|
| John Floria | 65 Acton Rd | 1 year term ending 12/31/2026 |



Town of Chelmsford

50 Billerica Road
Chelmsford, MA 01824

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| | |
|--|---------------------------|
| Name: Adam R McCusker | Date: 2026-01-14 17:48:52 |
| Street Address: 33 Washington St | Zip Code: 01863 |
| Email: adamlucky77@hotmail.com | Phone: 9787267203 |
| Committee Applying For: Vinal Square Strategic Action Plan Committee | |
| Amount of Time Available: Monthly | |
| Relevant Experience: Varney park committee Town meeting rep | |
| Education or Special Training: Masters Degree | |
| Previous Committee Positions Held: | |
| Remarks: Looking forward to joining the committee. | |

Town of Chelmsford Select Board Minutes
50 Billerica Rd., Room 204
Chelmsford, MA 01824

Select Board Regular Meeting MINUTES
January 12, 2026

Attending:

Patrick Maloney, Chair
Patricia Wojtas, Vice Chair
Aaron Cunningham, Clerk
Jeffrey Hardy, Board Member

Paul Cohen, Town Manager

Please note that all documents referenced in these minutes are on file at the Town Manager's Office, 50 Billerica Rd., Chelmsford, Mass.

CALL TO ORDER – NOTIFICATION OF LIVE BROADCAST

Chair Maloney called the regular meeting of the Board to order at 6:00PM.

PUBLIC SERVICE ANNOUNCEMENTS

Vice Chair Wojtas read the following announcements:

109th Birthday Certificate Sylvia Contover

Vice Chair Wojtas presented the Birthday Certificate in recognition of the 109th birthday of Sylvia Contover to her son Dean.

100th Birthday Certificate Jean-Paul Dulac

Vice Chair Wojtas presented the Birthday Certificate in recognition of the 100th birthday celebration of Jean-Paul Dulac to his son.

Memorial Tree Program

The Town of Chelmsford is proud to launch the Memorial Tree Program, offering residents a meaningful way to honor loved ones while adding beauty and shade to our community. Applications accepted until February 1, 2026 at www.chelmsfordma.gov/document-center/view/21372/memorial-tree-program.

2026 Dog Licensing

Every 2025 dog license expired on December 31st. Licensing for 2026 began on December 1st. Information is available at www.chelmsfordma.gov/249/Dog-Licenses.

2026 Annual Town Census

The 2026 annual town census was mailed to all households in January. Please return your census to keep active on the voting list, and if not a registered voter, returning it ensures that the Clerk's office can provide you with proof of residency. An accurate count of residents assists in providing better municipal services.

Nomination Papers Available Beginning January 5 for the April 7 Spring Annual Town Election

Nomination papers for various town offices are available at the Town Clerk's office for open seats. For further information contact the Clerk's office at 978-250-5205. Deadline is February 12, 2026 at 5:00PM to obtain papers and must be returned by February 17, 2026 at 5:00PM.

GENERAL PUBLIC INPUT

In accordance with Select Board Policies Section 1-2.B, speakers will be limited to no more than three (3) minutes. Speakers may not cede their time to others unless required as a reasonable accommodation because of a disability. Total time for General Public Input is limited to no more than thirty (30) minutes.

Brian Latina, precinct 9 Town meeting representative, appeared before the Board. Chair Maloney stated that his input is limited to three minutes. Mr. Latina acknowledged what he referred to as “censorship,” and added that limiting public input overall to thirty minutes is also censorship. He has been a town meeting representative for thirty years and complained that he received a \$1K increase in taxes this year, costing him “more than \$25/day to live in Chelmsford.”

He referred to his citizen petition for Town Meeting, which requires ten signatures. He noted that this is the first time that a citizen petition, including the signature, addresses and printed names were included in the Select Board meeting packet. This would normally require a request to the Town Clerk’s office. As he could not find a single case where this information was required, he considered it discriminatory for his petition and not equal treatment under the law. He asked that all citizen petitions be treated equally.

COMMITTEE VACANCIES

Vice Chair Wojtas read the list of current vacancies. Interested applicants can apply online at <http://www.chelmsfordma.gov> or through the Town Manager’s office.

Town Manager Cohen asked that the following agenda item be taken out of order.

SELECT BOARD’S ENDORSEMENT OF MASSACHUSETTS HOUSE OF REPRESENTATIVES BILL #4723: AN ACT DESIGNATING A CERTAIN BRIDGE IN THE TOWN OF CHELMSFORD AS THE FERREIRA BROTHERS BRIDGE

Chris Ferreira appeared before the Board, along with other Ferreira family members, in support of the House bill to name the Bridge at Gorham St. in honor of the Ferreira Brothers, his grandfather and three great uncles. His grandfather’s garage on Gorham St. was taken by eminent domain for the building of Route 495. He maintained a business in town for many years and served as a volunteer. His two great uncles both served in World War II and on return one worked in the highway department and the other at Fort Devens. A third disabled uncle was active in town serving his neighbors.

Mr. Ferreira proudly shared photos of his relatives with the Board.

MOTION: by Vice Chair Wojtas to endorse House Bill #4723 which will name the bridge over Route 495 at Gorham Street the Ferreira Brothers Bridge and strongly urge our legislative delegation to vote in favor of that bill. Seconded by Board Member Hardy.

Motion carries 4-0, unanimous.

REPORTS AND PRESENTATIONS

Northern Middlesex Council of Governments (NMCOG) Executive Director Jenny Raitt and NMCOG Deputy Director Kelly Lynema – NMCOG Status Report

Northern Middlesex Council of Governments Executive Director Jenny Raitt and Deputy Director Kelly Lynema reviewed their PowerPoint presentation on the NMCOG Annual Report including the following highlights:

- About us.
- Local designees.
- Our work with the Town.
- Regional collaboration.
- What’s next.

Appreciation was expressed for the efforts of NMCOG to collaborate with the Town in advancing its projects.

Department of Public Works Director Christine Clancy – American Rescue Plan Act Project Status Report (ARPA)

Department of Public Works Director Christine Clancy reviewed her PowerPoint presentation on the ARPA status report update including the project summary of seventy-seven total projects, and the fourteen remaining unfinished projects.

SELECT BOARD’S ENDORSEMENT OF THE MASSACHUSETTS MUNICIPAL ASSOCIATION (MMA) 2026 ANNUAL BUSINESS MEETING PROPOSED RESOLUTION Proposed Resolution Supporting a Strengthened Fiscal Partnership Between Municipal and State Governments in Fiscal 2027 and Beyond

Town Manager Cohen reviewed the Massachusetts Municipal Association (MMA) 2026 annual business meeting proposed resolution to support a strengthened fiscal partnership between municipal and state governments in FY27 and beyond.

MOTION: by Vice Chair Wojtas to endorse the proposed resolution of MMA to support the fiscal partnership between municipal and state governments as presented. Seconded by Board Member Hardy. **Motion carries 4-0, unanimous.**

SIGN FIRST AMENDMENT TO GRANT OF EASEMENT FOR 260 OLD WESTFORD ROAD

Town Manager Cohen presented the amendment to grant an easement for 260 Old Westford Road for signature by the Board.

MOTION: by Vice Chair Wojtas to approve and sign the easement granted by the Town of Chelmsford to Massachusetts Electric Company to be located at Fire Engine #3 at 260 Old Westford Rd. in Chelmsford as presented. Seconded by Board Member Hardy. **Motion carries 4-0, unanimous.**

TOWN MANAGER BID AWARDS

South Row Elementary School Roof Replacement Project

MOTION: by Vice Chair Wojtas to approve the Town Manager’s bid award for the South Row Elementary roof replacement project to WPI Construction Inc. in the amount of \$2,027,878 as presented. Seconded by Board Member Hardy. **Motion carries 4-0, unanimous.**

South Row Elementary School Electrical Panelboard Replacement Project

MOTION: by Vice Chair Wojtas to approve the Town Manager’s bid award for the electrical panel board replacement at South Row Elementary School to Daigle Electrical Construction Corporation in the amount of \$68,686 as presented. Seconded by Board Member Hardy. **Motion carries 4-0, unanimous.**

TOWN MANAGER REPORTS

Town Manager Cohen presented the following reports:

Citizen Petition Warrant Article Submitted for the 2026 Spring Annual Town Meeting

Petitioner Brian Latina submitted the following warrant article: “To see if the Town will vote to overturn the adopted 2025 Fall Town Meeting Warrant Article 29 Zoning Bylaw Amendment Definition of Family, changing the definition of Family in Zoning Article X, Terminology, from the pre-existing

relationship-based definition of family to a zoning terminology-based definition of family and restore the pre-existing relationship based definition of family.” The zoning article will be advertised and hearings held by the Planning Board as required.

Fire Stations Construction Project Update

Town Manager Cohen reviewed the Owner Project Manager’s monthly project report for Chelmsford Fire Stations #3 and #5 projects.

Select Board and Town Manager’s FY26 Goals Status Report

Town Manager Cohen reviewed his PowerPoint presentation status report on the FY26 Select Board and Town Manager goals including the following highlights:

- Fiscal management and visibility.
 - Early notification of financial issues.
 - Fee structure evaluation.
 - Additional revenue options.
 - Operational savings options.
 - Collective bargaining.
- Sewer/stormwater drainage/water.
 - Sewer inflow and infiltration reductions.
 - Sewer reserve capacity.
 - Sewer capacity expansion options.
 - Water supply capacity expansion options.
 - Water district consolidation.
 - Sewer infrastructure maintenance.
- Infrastructure.
 - Roads/sidewalk construction and planning.
 - Underground utility phase 2 project in town center.
- Town government focus areas.
 - 54 Richardson Rd. PFAS remediation.
 - Warren-Pohl conservation restriction.
 - Koulas Farm conservation restriction.
 - Traffic – major issues.
 - Tree planting and invasive management.
 - Consolidated/regional services.
 - Business development updates.
- Board and committee initiatives.
 - MSBA – Parker Middle School project.
 - Fire stations construction.
 - Ledge Rd. commercial trucking.
 - Open space and recreation plan – accessibility.
 - Clean energy and sustainability.
 - ADU/housing.
 - Pet cemetery evaluation.
- Strategic plan implementation.
 - Community engagement.
 - High performing government.
 - Infrastructure.
 - Managing growth.
 - Quality of life.
- Process improvement.
 - Gap analysis.

- Reporting on projects and metrics.
- Policy updates.
 - Town Accountant hiring process/timeline.
 - Minutes policy.
 - Create committee manual.
- Volunteer appreciation.
 - Recognize municipal volunteerism.
 - Civic Academy.
- Charter update.
 - Language regarding committees.

Accessory Dwelling Unit Production for Calendar Year 2025

Town Manager Cohen reported that the Executive Office of Housing and Livable Communities requested information from cities and towns about the number of accessory dwelling units applied for and permitted in the first half of 2025. The template form provided is to be completed and submitted before January 16, 2026.

Monthly Double Pole Report

Town Manager Cohen reviewed the monthly double pole report submitted by National Grid.

TOWN MANAGER APPOINTMENTS

Holiday Decorating Committee Re-Appointments – one-year term – December 31, 2026

MOTION: by Vice Chair Wojtas to approve the Town Manager’s re-appointments of Eric Merrill and Deb Taverna to the Holiday Decorating Committee with terms ending December 31, 2026 as presented. Seconded by Board Member Hardy. **Motion carries 4-0, unanimous.**

MEETING MINUTES

Select Board Regular Meeting Minutes – December 22, 2025

MOTION: by Vice Chair Wojtas to approve the meeting minutes of December 22, 2025. Seconded by Board Member Hardy. **Motion carries 4-0, unanimous.**

SELECT BOARD MEMBER LIAISON REPORTS AND REFERRALS

Board Member Wojtas

- Congratulations to Police Department Sgt. Nicholas Ziminsky who was promoted to Lieutenant and Patrolman Nicholas Thayer who was promoted to Sergeant.
- Congratulations to the new Executive Director of the Housing Authority – Kirk Fulton, who replaced David Hedison, a thirty-eight year veteran of the Housing Authority.
- Condolences to the family of Jean Callahan, a former member of the School Committee.

Board Member Hardy

- Congratulations to Jack Eichel and Chevonne Forgan, Chelmsford’s representatives to the Olympics teams.
- Tree damage only at the cemetery from recent storms.
- Meeting of the Parade Committee tomorrow evening – all are welcome.

Clerk Cunningham

- Thanks to Fred Brusseau for his service to the Age-Friendly Committee.
- Board of Health addressing regulations for septic systems and maintenance; may address the moratorium on remaining septic systems with the Board.
- Vinal Square Strategic Planning Committee meets tonight to address CBLT zoning off Princeton St.; informational meetings scheduled January 12 and 14 and February 28.

- Council on Aging meets at the Senior Center on Wednesday; openings on the committee.
- Planning Board scheduling public hearings in next few weeks on water treatment plant at 50 Orleans St.; meeting with NMCOG on January 22.
- Boy Scouts will come to next meeting to see how local government works.
- In recognition of Sylvia Contover's granddaughter, Melissa, in attendance tonight.

Vice Chair Maloney

- Project website on Parker Middle School has been set up and regularly updated; plan to review and finalize educational plan and grade configuration by end of January; School Building Committee meeting scheduled for this Wednesday to evaluate options.

ADJOURNMENT

MOTION: by Vice Chair Wojtas to adjourn at 7:32PM. Seconded by Board Member Hardy.
Motion carries 4-0, unanimous.

Respectfully submitted,

Christine Martin Barraford
 Recording Secretary

Supporting documents:

- Birthday 109 certificate - Sylvia Contover
- Birthday 100 certificate – Jean-Paul Dulac
- Chelmsford memorial tree program PSA
- Dog license PSA
- 2026 town census PSA
- Run for local office 2026
- Committee vacancies as of 2026-1-12
- 20260112 Chelmsford Select Board NMCOG annual report
- 1.12.26 ARPA update
- MMA 2026 business meeting proposed resolution
- H4723
- WR 31222439 AMD 260 Old Westford Rd. Chelmsford MA AMD first 2026
- Bidawardmemo 1.8.26
- 010626 WPI construction recommendation
- 251230 SR MSBA roof bid results tab
- 251205 bid results sheet SR electrical panel
- Citizen petition warrant article
- Chelmsford fire station 3 and 5 projects monthly report 5
- FY26 goals presentation – January 26
- ADU survey
- January 2026 double pole report
- January 2026 double pole report spreadsheet
- Holiday decorating committee
- 12-22-2025 SB minutes draft2