TOWN OF DUNSTABLE

SELECT BOARD

MEETING MATERIALS

OCTOBER 27, 2026

511 Main Street

Dunstable, MA 01827

NOTICE OF A PUBLIC MEETING POSTED IN ACCORDANCE WITH THE PROVISIONS OF MGL30A §18 - 25

TOWN OF DUNSTABLE

511 Main Street Dunstable, MA 01827
(978) 649-4514 dunstable-ma.gov

BOARD/COMMITTEE/COMMISSION:	Select Board
SUBMITTED TO TOWN CLERK:	*October 22, 2026 4:51 pm*
MEETING DATE/TIME:	October 27, 2026 5:30 pm
LOCATION:	Town Hall - Upper Level

Note: All topic placement & times are estimated and may vary tremendously from projections

Topics the Chair Reasonably Anticipates will or could be Discussed	
1.	Meeting Called to Order
2.	Public Comment
3.	Approval of Meeting Minutes from September 24, 2026 & October 6, 2026*
4.	Appointments*
5.	5:45pm: National Grid Pole Petition Hearing*
6.	6:00pm: LLA Hearing: Common Victualler License Hearing Dunstable Pizza*
7.	6:15pm: LLA Hearing: On-Premise Liquor License - Malt & Wine Dunstable Pizza*
8.	FY28 Budget and Swallow Union Roof Replacement Project Discussion with Advisory Board
9.	Central Cemetery Fence Repair and Repainting Contract - F&F Pro Painting Corp
10.	Items Not Reasonably Anticipated by the Chair
11.	Adjournment

***Votes likely to be taken**

(Note: This listing of matters reflects those reasonably anticipated by the chair which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.)

Additional Notes:

ITEM #3

MEETING MINUTES



Dunstable Select Board Meeting Minutes
Joint Meeting with the Advisory Board
October 8, 2026

Select Board members present: Ron Mikol, Chair; Leah Basbanes; David Tully. Town Administrator: Jason Silva. Advisory Board members Matt Naughton, Chair, Clint Keeney, Vice Chair, and Charles Lippman participated in the budget discussion.

Other participants included Joseph Dean, Monuments and Memorials Committee Chair; Advisory Board candidates Sarah McInnis; Mitchell Leestma, participating remotely; and Brian Finnell; resident Ron Mayer; and school district representatives Superintendent Dr. Geoff Bruno, and Director of Administration and Finance Sherry Kersey.

Call to Order and Agenda

The Chair called the October 8, 2026 Select Board meeting to order and reviewed the agenda. The Board took the firefighter memorial item out of order to accommodate those attending for that discussion.

Firefighter Memorial Location

Joseph Dean presented the Monuments and Memorials Committee's request to install a firefighter memorial in the open space immediately behind Town Hall. He explained that the Committee and Fire Department had considered several locations, including the fire station and Town Common, before recommending the area behind Town Hall. The project would be funded through donations, with no installation cost to the Town.

The proposed memorial would include a gray granite monument and a walkway with engraved bricks recognizing deceased firefighters. The Board discussed the precise location, nearby trees and parking, snow storage and plowing, and the existing irrigation system. A sketch and on-site coordination were requested. Mr. Silva described a proposed process involving the Town Administrator and Select Board Chair, in consultation with the Committee and Fire Department, to finalize the placement.

Motion made by Ms. Basbanes and seconded by David Tully III to approve installation of a firefighter memorial in the open space immediately behind Town Hall, with the exact location to be determined by the Town Administrator and Select Board Chair in consultation with the Monuments and Memorials Committee and Fire Chief. The motion was approved unanimously.

Public Comment

The Chair invited public comment. No public comment was offered during this agenda item.

Approval of Prior Meeting Minutes

Approval of the September 21 meeting minutes was deferred because the minutes were not prepared. No approval vote was taken.

Advisory Board Vacancy Interviews

The Board interviewed three candidates to fill an Advisory Board vacancy until the next election. Members discussed the Board's role in municipal budgeting, the increased meeting frequency during budget season, familiarity with Excel, prior volunteer service, and the possibility of seeking election for a subsequent term.

Ms. McInnis described her work in financial reporting and internal controls for a life insurance company, daily use of Excel, and interest in becoming more involved in Town government. She had lived in Dunstable for approximately three years and was involved in youth sports. She stated that she would assess the experience before deciding whether to seek a subsequent term but expected to seek out election.

Mitchell Leestma participated remotely. He described service as a Marine Corps engineer officer, graduate degrees in business administration and international relations, oversight of an international capital expenditure portfolio, and financial modeling experience. He currently worked as a financial advisor and had volunteered with the U.S. Naval Sea Cadets and Dunstable youth sports. In response to his question about competing priorities, members discussed the limits of municipal revenue, Town Meeting appropriations, and coordination among departments.

Brian Finnell described nearly 30 years of residency, retirement from AECOM as a vice president in environmental services, and experience managing large project portfolios, budgets, and publicly funded infrastructure work. He also described prior service on a school building committee and familiarity with Excel.

The Chair stated that an appointment would be considered at the next Select Board meeting after members had an opportunity to review the candidates. No appointment was made.

Union Building Reuse and Business Planning Contract

Mr. Silva reported that a $35,000 cultural council grant, with a one-to-one Town match requirement, provided approximately $70,000 for a feasibility study and business planning for the Union Building. Seven proposals were received through an RFP process, and four finalists were interviewed by Mr. Silva and Ms. Basbanes. Keen Independent Research ranked highest following evaluation of the technical proposals, interviews, and after considering pricing.

The study would examine reuse and cultural activation opportunities, stakeholder involvement, governance options, and financial sustainability. The intent was to establish a viable operating and reuse plan before requesting Town Meeting funding for interior improvements. Subject to contract approval, the consultant was expected to attend the Union Building Committee's meeting the following Wednesday to begin the project.

Motion made by Ms. Basbanes and seconded by David Tully III to approve the contract with Keen Independent Research in the amount of $69,950 for development of a feasibility study

and business planning for reuse and cultural activation of the Union Building, and to authorize the Chair to sign the contract on behalf of the Board. The motion was approved unanimously.

Property Conditions at 1085 Main Street

Ron Mayor returned to discuss concerns previously raised on April 30 about conditions at 1085 Main Street. He described accumulated bicycles, construction materials and debris, a damaged fence, and a Country Kitchen trailer. He requested information about actions taken and further enforcement options under the Town's junk and unregistered motor vehicle bylaw. Christine DiCicco also described concerns about debris and rodents. Maureen Mayer asked whether a neighborhood petition would be useful. Statements about property values and rodents were presented as residents' concerns.

Mr. Silva reported that he had spoken with an owner and sent a letter describing the applicable bylaws, enclosing a copy, and requesting compliance. He had not received a formal response. Members discussed the condition and visibility of the materials, the distinction between objectionable appearance and a bylaw violation, and ambiguity in applying the existing bylaws.

The Board discussed further contact with the owner and a formal hearing as possible next steps, including notice and an opportunity to address any violations. Members noted that the bylaw provides for notice to abutters. The Chair indicated that the Board would review an enforcement approach and develop a plan, with Mr. Silva serving as the residents' point of contact. No fine, hearing date, or final enforcement order was adopted during the discussion.

Social Media Policy

Mr. Silva presented revisions to the Town's social media policy. A request by the Council on Aging to establish a Facebook page had prompted review of the policy. He explained that the revisions were primarily administrative clarifications, including provisions concerning printed records and screenshots, and that Sue Fayne had assisted with the edits. Members had received revised and marked-up versions.

Motion made by Ms. Basbanes and seconded by David Tully III to approve the updated social media policy dated September 16, 2026, as presented. The motion was approved unanimously.

FY28 Budget and FY28 through FY30 Forecast

Mr. Silva presented an overview of the financial forecast and updates from the Budget Working Group, which had met three times and included representatives of Dunstable, Groton, and the Groton Dunstable Regional School District. He emphasized that the figures were preliminary projections and would change as department requests, school assessments, certified new growth, state aid, health insurance costs, and other information became available.

The projected FY28 school operating assessment increase had been revised from 8.2 percent to 9.2 percent increase, adding approximately $90,000 to the FY28 projection. The forecast

continued to assume a 12 percent increase in employee health insurance. Mr. Silva reported that MIIA projected an average increase of approximately 10.5 percent across its membership but recommended budgeting 14 percent in light of recent experience. He proposed retaining the 12 percent assumption for the time being.

The group had considered a one-year override, a three-year override, a tiered three-year override, and combinations of those approaches. Mr. Silva discussed experiences in Grafton, Melrose, and Marblehead and presented statewide and local override history. He noted that some communities had multiple ballot questions.

Groton was considering three tiers covering level services, restoration, and investment. Members discussed the need for corresponding budgets and the complexity of coordinating Town Meeting and ballot questions. They expressed concern about divergent outcomes in the two towns, particularly if Groton supported a higher school funding level while Dunstable failed to approve sufficient additional revenue. Mr. Silva urged consideration of Groton's approach in Dunstable's planning.

Mr. Silva explained that Dunstable had set aside funding for its upcoming regional dispatch assessment and that preliminary new growth appeared higher than originally anticipated. These factors improved the Town's position, although the projections remain in significant deficit. Under the current proportional allocation of revenue, the municipal side was projected to balance; the forecasted override need arose from school assessment growth. The scenarios presented did not include any additional municipal staffing, services, projects, or capital investments.

School Service and Restoration Scenarios

The level service scenario assumed annual school assessment increases of approximately 9.2 percent in FY28, FY29, and FY30. The restoration and investment scenario assumed increases of approximately 12.3 percent in FY28, 10.5 percent in FY29, and 9.2 percent in FY30. The latter scenario contemplated approximately 6.6 additional or restored full-time equivalent positions in FY28 and another position in FY29, removal of the full-day kindergarten fee, and curriculum and program improvements.

School representatives described the proposed positions as priorities for direct student services following prior reductions. Examples included an athletic trainer, a team chair, speech and language and occupational therapy services, an elementary teacher, counseling, additional administrative support, and a high school special education position to serve an advancing student cohort. They explained that eliminating full-day kindergarten tuition would cost approximately $365,000 after savings from discontinuing the half-day bus route.

The preliminary three-year override requirement had increased from just under $1.5 million in the initial forecast to approximately $1.8 million for level services. The restoration and investment scenario totaled just under $2.3 million, approximately $462,000 more than level services over the three-year period. Mr. Silva clarified that these figures reflected school-related needs and did not include additional Town investments. He also emphasized the

preliminary nature of these estimates. Potential improvements to ambulance service were being evaluated separately by the Fire Chief and could require additional funding.

Estimated Tax Impacts and Public Communication

Mr. Silva presented preliminary annual tax increases using the existing average home value. Without an override, annual increases were estimated at roughly $250. With the level service scenario, estimated year-over-year increases were $561 in FY28, $761 in FY29, and $837 in FY30. With restoration and investment, the corresponding increases were $781, $881, and $865. These totals included both ordinary levy growth and override effects; they were additional increases each year. The CPA surcharge was excluded. Even the FY27 tax bill remained an estimate because the tax rate had not yet been set.

Members discussed communicating the practical effects of school reductions and reaching residents who do not attend Town Meeting or budget forums. School representatives described newsletters, website budget information, presentations, forums, and a budget-question submission process with published responses. Participants emphasized explaining how lost positions affect students and how limited growth in Chapter 70 aid shifts increased costs to local assessments.

No override structure, amount, or budget was adopted. Mr. Silva stated that direction should be established by approximately early November to allow time to prepare the proposal. He would distribute the presentation and invited questions and suggestions. Members discussed further consideration around the October 27 Select Board meeting and coordination with the Advisory Board.

Town Administrator Report

The written Town Administrator report was available for review. No substantive discussion or action on the report is captured in the transcript.

Executive Session

Motion made by Ms. Basbanes and seconded by David Tully III to enter executive session pursuant to Massachusetts General Laws chapter 30A, section 21(a)(3), to discuss strategy with respect to potential litigation concerning a possible claim relating to PFAS contamination in the Town's public water supply, because discussion in open session may have a detrimental effect on the Board's litigating position, and not to return to open session.

The motion was seconded. Roll call: Ron, yes; Leah Basbanes, yes; David Tully, yes. The motion passed unanimously, 3–0.

The Board entered executive session and stated that it would not return to open session.

Select Board Meeting Minutes (Draft)

September 24, 2026
9:02 AM

Call to Order

The meeting was called to order at 9:02 AM.

Approval of Minutes

The Board approved previously submitted meeting minutes.

Election Documents

The Board signed the documents related to the State Election.

FY27 Goals & Priorities Discussion

The Board reviewed the Town Administrator's FY27 Goals and Objectives, focusing on priorities related to community engagement, financial planning, infrastructure investments, operational improvements, and strategic initiatives as outlined in FY27 Annual Goals & Objectives document.

Community Engagement, Communications & Transparency

The Board discussed ongoing efforts to improve community engagement and communications. Mr. Silva indicated that the popular "Coffee & Convos" sessions at Farmhouse Café will continue, although alternative times may be considered to encourage broader participation. The Board also expressed interest in continuing Student Government Day next year, acknowledging that successful implementation relies heavily on collaboration with the local school district.

The Board noted the successful establishment of the Accessibility Commission, which is now fully operational and actively working on accessibility initiatives throughout the community.

Members discussed the concept of developing an annual "State of the Town" report to provide residents with information on municipal finances, projects, accomplishments, and future priorities, consistent with one of the FY27 objectives presented in the goals document.

Long-Term Financial Stability

DRAFT

The Board reviewed financial transparency initiatives proposed for FY27, including the development of a "What Does It Cost?" program. The initiative would provide residents with a breakdown of how property tax dollars are allocated among municipal services such as public safety, schools, highways, libraries, debt service, and general government. This objective is included among the FY27 financial stability goals.

The Board also discussed upcoming conversations regarding fiscal planning and capital needs. Members noted that discussions regarding potential override strategies will continue at the joint Select Board and Advisory Board meeting scheduled for October 6. Preliminary estimates discussed indicated a potential tax impact of approximately $1,500 over three years, or roughly $500 annually.

Infrastructure & Capital Planning

The Board reviewed FY27 infrastructure and capital priorities, including maintaining and updating the Capital Improvement Plan, advancing major infrastructure projects, and addressing future public safety facility needs. Public safety infrastructure was identified as a significant future expense facing the Town. The goals document highlights several priority initiatives, including public safety facility improvements, PFAS mitigation efforts, Woodward's Mill Dam, Joint Grass Brook improvements, and Town Center projects.

The Board also discussed the Town Hall chimney project. Members requested that the matter be placed on a future agenda for further discussion. Concerns were raised regarding the cost of repairs and whether preserving the structure remains practical. The Board requested additional information regarding whether the venting function remains necessary and whether repairs or removal would be the most appropriate long-term solution.

Service Delivery & Operational Improvements

The Board discussed objectives related to improving municipal operations, including the creation of a centralized project management system to assist with tracking major projects, responsibilities, milestones, funding sources, and project status. Development of such a system is identified as a FY27 operational improvement objective.

Adjournment

No formal action was taken regarding the FY27 goals and priorities at this meeting. Discussion will continue as part of future budget and strategic planning conversations.

The meeting was adjourned at 11:30am.

DRAFT

ITEM #4

ANNUAL APPOINTMENTS

From: Brian Finnell
To: select-board
Subject: [External] Advisory Board Volunteer
Date: Sunday, September 13, 2026 11:30:59 AM

I'm interested in volunteering for the Advisory Board vacancy. I live at 386 Groton Street and have been a resident of Dunstable for the last 29 years. I retired two years ago as a Vice President of Environmental Services at AECOM, a multinational Engineering firm. In my role, I was responsible for the execution/operations of over $600M in business related to over 400 individual projects. As such, I am very familiar in evaluating budgets, identifying and managing risk, and identifying cost savings. I also have some minor experience in municipal volunteering as a member of the Building Committee associated with the building of the current High School and renovation of the Middle School North.

Thanks!
Brian Finnell

From: Mitch Leestma
To: Leestma, Mitchell
Cc: select-board
Subject: Re: [External] Vacancy - Town of Dunstable Advisory Board
Date: Wednesday, September 30, 2026 7:54:02 PM
Attachments: image001.png

Hello, just writing today to confirm that my message below has been received - I would certainly love to speak to someone if possible. Thank you for your time.

Mitch Leestma
612.747.4546
mitchell.leestma@gmail.com

On Wed, Sep 23, 2026 at 9:04 PM Leestma, Mitchell <Mitchell.Leestma@ampf.com> wrote:

> Hello,
>
> My name is Mitch Leestma, and I live at 76 Hardy Street in Dunstable. I'm writing you today to express my interest in speaking with the Select Board about the vacancy on the Advisory Board.
>
> While I am a new resident of Dunstable – my wife and I moved here in June of 2025 – I have maintained a strong commitment to public service to both my country and my community throughout my life. I served eight years on active and reserve duty with the US Marine Corps as an engineer officer, mentored veterans in their journey to college and graduate education, and more recently as a youth soccer and baseball coach in the Groton-Dunstable sports leagues.
>
> I believe that my previous experience both on the ground - building bases in Afghanistan as a Marine Corps engineer officer – and as a planner - working with nine different subsidiaries on six continents on an annual construction budget of $5 billion – well suits me for 'crunching the numbers' as well as working together with others towards achieving planning goals and targets.
>
> I've attached my resume for consideration, and I would very much appreciate the opportunity to speak with the board to discuss why I think I could be a valuable hand to the advisory board as well as the Dunstable community. The below is my work contact info, but I can also be reached on my personal cell at 612-747-4546 or Mitchell.leestma@gmail.com.
>
> Regards,
>
> Mitch
>
> **Mitch Leestma, MBA**
> Financial Advisor
> Curran & Associates
> A private wealth advisory practice of Ameriprise Financial Services, LLC
>
> Schedule 30 minutes with me

.....

Ameriprise Financial Services, LLC
1400 Computer Dr
Ste 110
Westborough, MA 01581

Mobile: 978.591.6493

Fax: 508.621.5655



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The information provided here is for general financial and tax planning purposes only. I am not a CPA, and you should review all tax-related questions with a certified public accountant or tax professional.

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****
*

From: Jason Silva
To: Jason Silva
Subject: FW: Advisory Board vacancy
Date: Thursday, September 17, 2026 11:08:26 AM

FYI

Jason Silva
Town Administrator
Town of Dunstable
(978) 743-6340
www.dunstable-ma.gov

"I've got a theory that if you give 100 percent all of the time, somehow things will work out in the end." – Larry Bird

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From: Jason Silva
Sent: Thursday, September 17, 2026 11:05 AM
To: 'Sarah McInnis' <smcinnis01@hotmail.com>
Subject: RE: Advisory Board vacancy

Hi Sarah:

The Select Board asked that I respond to your email. You can find the Advisory Board webpage here: https://www.dunstable-ma.gov/advisory-board. Their website also includes the Advisory Board bylaw which will give you a good idea on the Board's role and responsibilities: https://www.dunstable-ma.gov/sites/g/files/vyhlif4361/f/uploads/advisory_board_bylaw.pdf.

In general, the Advisory Board reviews Town Meeting articles and town finances, then makes recommendations to voters. It primarily serves as the Town's finance committee. The Board is required to hold a public hearing on every Town Meeting warrant article and report its recommendations to Town Meeting. It also works closely with staff and the Select Board on reviewing past spending and proposed budgets each year, developing financial forecasting models, budget recommendations, and other spending/appropriation requests.

The board has 6 elected members serving 3-year terms and currently has one vacancy. Its role is advisory; Town Meeting makes final appropriation decisions. The baord's meeting cadence is typically once a month, although in some months (mostly in summer) they may not meet, and as it gets closer to Town Meeting and during budget

season, they meet more frequently.

After reviewing this information, if you would like to discuss the board further, please feel free to give me a call. I'd be happy to try to answer any additional questions you may have.

Thanks for expressing your interest.

Jason Silva
Town Administrator
Town of Dunstable
(978) 743-6340
www.dunstable-ma.gov

"I've got a theory that if you give 100 percent all of the time, somehow things will work out in the end." – Larry Bird

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From: Sarah McInnis <smcinnis01@hotmail.com>
Sent: Tuesday, September 15, 2026 8:01 PM
To: select-board <select-board@dunstable-ma.gov>
Subject: [External] Advisory Board vacancy

Good afternoon,

I am interested in volunteering for the Advisory Board. Could you please send more information about this volunteer position?

Greatly appreciated

Sarah McInnis

Citizen Activity Form

The Town of Dunstable relies on the efforts of our volunteers. The Dunstable Board of Selectmen keeps a file of residents who are interested in serving on any appointed committees, boards and commissions. This information will be used by the Board of Selectmen to fill vacancies as they occur.

I am applying to be appointed to: Zoning Board of Appeals

*(You will need to complete a separate form for each application)**

Applicant Information

First Name & Middle Initial:*

Olivia R

Last Name:*

Glennon

Residence Address:*

446 Westford Street

Email Address:

oldsoup@gmail.com

Daytime Phone:*

8576360829

Evening Phone:*

8576360829

How long have you lived in Dunstable?:*

7 months

Current Employer:*

Trio Health

Job Title:*

Principal Product Engineer

I wish to serve on this committee/board/commission because:*

I would like to serve on this committee because I am very interested in supporting residents in what they would like to do with their own properties while also maintaining our rural and agricultural character, keeping Dunstable a desirable place to live, and of course staying within other local and state regulations. If instances were to come up where something in its first iteration would not work, I would be excited to work with residents to find a middle ground where both their needs and the town's can be met.

I have the following training, experience, and/or qualifications:*

As part of my work on the EDC, I have begun to identify ways for the town to make working in agriculture, artisanal and similar "cottage industries" opportunities more accessible to our residents while still maintaining sensible guidelines and restrictions. I think this line of thinking and focus aligns well with the work on the Zoning Board of Appeals. I also served on the Trustee Board for my previous residence in Cambridge and would review owner proposals for work on their units and made sure it was in line with our guidelines and help to find compromises when needed.

I am currently serving on the following committee/board/commission, and/or Town Meeting:

I currently serve on the EDC, Union School Restoration Committee, and the Master Plan Implementation Committee.

I have served on the following committee/board/commission, and/or Town Meeting in the past:

Reference Information
Please do not list current members of the Board of Selectmen as any of your three references.

Name:*
Tim Burcham
Address:*
2662 Elm Street, Denver, CO 80207
Email Address:*
tburcham@gmail.com
Relationship:*
Previous boss and colleague
Daytime Phone:*
3038755491

Name:*
Bill Stoneman
Address:*
41 Linnaean Street, Apt 34, Cambridge, MA 02138
Email Address:*
williampstoneman@gmail.com
Relationship:*
Co-member on condo Board of Trustees
Daytime Phone:*
6174858626

Name:*
Kyle Oba
Address:*
7018 Hawaii Kai Dr, Unit 208, Honolulu, HI 96825
Email Address:*
koba@pasdechocolat.com
Relationship:*
Previous colleague and collaborator

Daytime Phone:*

7146424969

Optional Information

The following four questions are optional. The goal of the Board of Selectmen is to appoint qualified and interested Dunstable residents who are broadly representative of the Town. Any information you provide in this section would aid us in that goal.

Age:

Gender:

Female

Racial/Ethnic Background:

White

Residence:

Own ☑

Rent ☐

Languages Spoken:

English, proficient in Italian

More Information:

While I have not lived in Dunstable long, I do see this as my "forever home" where I plan to raise my future kids and am eager to get involved. I am a web developer for work and have also worked as a professional photographer, so I am also available to help in that capacity for the town if needed.

Required: Please read the following and state that you understand and agree:

The filing of this form does not guarantee my appointment. An application is kept on file for two (2) years; after that I must file a new Citizen Activity Form. Being appointed to a Town committee, board, or commission means that I am considered a Municipal Employee under MGL Chapter 268A and thereby subject to Conflict of Interest Law MGL Chapter 268A, Financial Disclosure Law MGL Chapter 268B, as well as Open Meeting Law MGL Chapter 39: Section 23B. I understand that I will take the conflict of interest test AFTER being appointed but BEFORE being sworn in by the Town Clerk. I will contact the appointing authority with any questions about my service.

I have read, understand and agree to the above terms:*

Yes ☑



Signature

From: Patti S
To: Sue Fayne
Subject: [External] Nov 10 Select Board Meeting/Babcock Scholarship Trustee
Date: Monday, October 19, 2026 1:13:55 PM

Hi Sue,

Our Babcock Scholarship meeting is scheduled for Tuesday, November 10, and I believe there is also a Select Board meeting that evening.

If so, would it be possible to add approval of Mitchell Leestma as a new trustee for the Helene Morgan and Alfred Babcock Memorial Scholarship Committee to the Select Board agenda?

Thank you for your help!

Patti

ITEM #5

HEARING NATIONAL GRID

nationalgrid

August 19, 2026

Town of Dunstable

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:

Please notify National Grid's Vincent LoGuidice of the hearing date / time at 978-255-5558 or Vincent.LoGuidice@NationalGrid.com.

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

National Grid Contact: Vincent LoGuidice; 1101 Turnpike Street; North Andover, MA 01845

Very truly yours,

Zylmar Garcia
Name: Distribution Design Supervisor
Supervisor, Distribution Design

Enclosures

Questions contact – George Combes 508-935-1667

PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

North Andover, Massachusetts

To the Board of Selectmen
Of Dunstable, 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:

Pleasant St Extension - National Grid to install 1 JO Pole on Pleasant St Extension beginning at a point approximately 200 feet SE of the centerline of the intersection of Pleasant St Extension and Pleasant St. Install (1) mid span pole on Pleasant St Extension. Pole is in support of substation improvements.

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 – Pleasant St Extension - Dunstable – Massachusetts.

No.# 31039763 August 19, 2026

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 Zylmar Garcia
BY _____
Engineering Department

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

ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

To the Board of Selectmen - Dunstable, 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 19th day of August, 2026.

All construction under this order shall be in accordance with the following conditions:
Poles shall be of sound timber, and reasonable straight, and shall be set substantially at the points indicated upon the plan marked – Pleasant St Extension - Dunstable – Massachusetts.

August 19, 2026. Filed with this order. WR # 31039763.
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:

Pleasant St Extension - National Grid to install 1 JO Pole on Pleasant St Extension beginning at a point approximately 200 feet SE of the centerline of the intersection of Pleasant St Extension and Pleasant St. Install (1) mid span pole on Pleasant St Extension. Pole is in support of substation improvements.

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.

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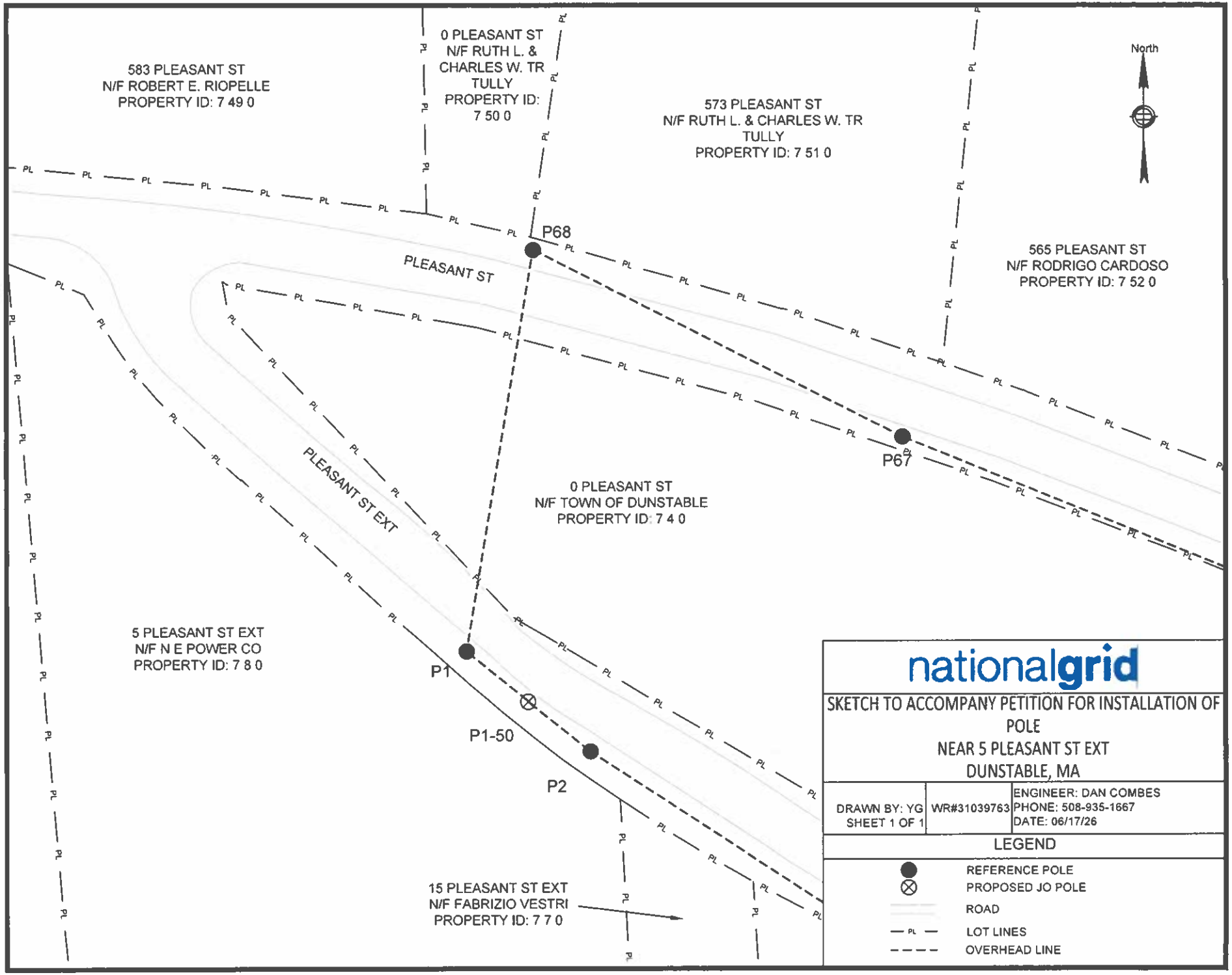
.....
.....
Board or Council of Town or City, Massachusetts

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 , 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


583 PLEASANT ST
N/F ROBERT E. RIOPELLE
PROPERTY ID: 7 49 0
0 PLEASANT ST
N/F RUTH L. &
CHARLES W. TR
TULLY
PROPERTY ID:
7 50 0
573 PLEASANT ST
N/F RUTH L. & CHARLES W. TR
TULLY
PROPERTY ID: 7 51 0
North
565 PLEASANT ST
N/F RODRIGO CARDOSO
PROPERTY ID: 7 52 0
P68
PLEASANT ST
P67
PLEASANT ST EXT
0 PLEASANT ST
N/F TOWN OF DUNSTABLE
PROPERTY ID: 7 4 0
5 PLEASANT ST EXT
N/F N E POWER CO
PROPERTY ID: 7 8 0
P1
P1-50
P2
15 PLEASANT ST EXT
N/F FABRIZIO VESTRI
PROPERTY ID: 7 7 0
nationalgrid
SKETCH TO ACCOMPANY PETITION FOR INSTALLATION OF POLE
NEAR 5 PLEASANT ST EXT
DUNSTABLE, MA
DRAWN BY: YG
SHEET 1 OF 1
WR#31039763
ENGINEER: DAN COMBES
PHONE: 508-935-1667
DATE: 06/17/26
LEGEND
REFERENCE POLE
PROPOSED JO POLE
ROAD
LOT LINES
OVERHEAD LINE

ITEM #6

DUNSTABLE PIZZA
COMVIC HEARING



SELECT BOARD
TOWN OF DUNSTABLE
511 MAIN STREET
DUNSTABLE, MA 01827
Phone: (978) 649-4514 x224
email: select-board@dunstable-ma.gov



VIA CERTIFIED MAIL
October 8, 2026

NOTICE OF PUBLIC HEARINGS

2 Public hearings will be held on the evening of October 27, 2026:

In accordance with Massachusetts General Laws (MGL) c. 138, § 15, notice is hereby given that the Town of Dunstable Select Board will hold a **Public Hearing on October 27, 2026 at 6:00pm** to consider approval of a new **Common Victualler License**, at the request of Dunstable Pizza, located at **207 Pleasant Street, Dunstable**.

Immediately following this hearing, the Town of Dunstable Select Board will hold a **Public Hearing on October 27, 2026 at 6:15pm** to consider approval of a new **On-Premise Liquor License – Malt & Wine**, at the request of Dunstable Pizza, located at **207 Pleasant Street, Dunstable.**

Members of the public who wish to attend in person are welcome to attend at Dunstable Town Hall, 511 Main Street Dunstable.

SELECT BOARD
DUNSTABLE, MASSACHUSETTS

ABUTTER NOTIFICATION

OFFICE OF THE
SELECT BOARD
TOWN OF DUNSTABLE
TOWN HALL, 511 MAIN STREET
DUNSTABLE, MA 01827-1313
(978) 649-4514 X224
e-mail select-board@dunstable-ma.gov



GENERAL LICENSE APPLICATION

BUSINESS/ENTITY NAME:	DUNSTABLE PIZZA INC.
DBA:	
PREMISE ADDRESS:	207 PLEASANT ST. DUNSTABLE MA 01827
MANAGER/CONTACT NAME:	ANASTASIOS VOUTHOURELIS
EMAIL:	ANASTASIOSVOUTHOURELIS@gmail.com
PHONE:	
BUSINESS MAILING ADDRESS: (if different from premise)	
FID/SS#:	[redacted]

Please select the license type for which you are applying below.

✓	License Type	Fee
	*Common Victualler	$35.00
	*Liquor License – All Alcohol on Premise	$3,000
	*Off Premise	$2,000
	*Liquor License – Beer & Wine on Premise	$1,500
	*Off Premise	$1,000
	*Liquor License – One Day	$100

I certify under the penalties of perjury, that the above information is true, and that named applicant has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature: _____ **Date:** _____

Upon review of the Licensing Agent, this renewal application requires Select Board approval as Licensing Authority.

Select Board SIGNATURE: _____ **DATE:** _____

OFFICE OF THE
SELECT BOARD
TOWN OF DUNSTABLE
TOWN HALL, 511 MAIN STREET
DUNSTABLE, MA 01827-1313
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SECTION 1: REQUIRED PLAN

1. Submit a detailed, scaled plan of the premises showing the following:
   - Square footage
   - Number of entrances/exits
   - Number of rooms
   - Number of tables
   - Number of seats
   - Storage area
   - Kitchen area
   - Entertainment area

***PLEASE NOTE:** If the plan is submitted in any form larger than 8.5"x11", the applicant must submit 12 copies. No rolled plans will be accepted. All plans must be folded to fit 8.5"x11".*

SECTION 2: WRITTEN DESCRIPTION OF PROPOSED PREMISES

2. Provide written description the premise depicted in the attached plan including square footage; type of building; number of entrances/exits; number of rooms; number of tables; number of seats for both indoor and, if applicable, outdoor areas; storage area; kitchen area; entertainment area.

875 Sqave footage
2 entrances - 2 EXITS
3 Rooms
5 tables
20 seats
574 Squere F. Storage

SECTION 3: HOURS OF OPERATION

3. Hours of Operation:

Monday:	From	11	:	am/pm	Until	9	:	am/pm
Tuesday:	From		:	am/pm	Until		:	am/pm
Wednesday:	From		:	am/pm	Until		:	am/pm
Thursday:	From		:	am/pm	Until		:	am/pm
Friday:	From		:	am/pm	Until		:	am/pm
Saturday:	From		:	am/pm	Until		:	am/pm
Sunday:	From		:	am/pm	Until		:	am/pm CLOSED

OFFICE OF THE
SELECT BOARD
TOWN OF DUNSTABLE
TOWN HALL, 511 MAIN STREET
DUNSTABLE, MA 01827-1313
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SECTION 4: DESCRIPTION OF FOOD

4. Describe the type of food served.

PIZZA / FAST FOOD

5. What meals will be served?
   ☐ Breakfast ☒ Lunch ☒ Dinner

6. Will takeout service be offered?
   ☒ Yes ☐ No

7. Will delivery service be offered?
   ☒ Yes ☐ No

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
Department of Criminal Justice Information Services 200
Arlington Street, Suite 2200, Chelsea, MA 02150
TEL: 617-660-4640 | TTY: 617-660-4606 | FAX: 617-660-5973
MASS.GOV/CJIS

This form is not to be faxed. Please return form to organization.

Criminal Offender Record Information (CORI) Acknowledgement Form

To be used by organizations using consumer reporting agencies to conduct CORI checks for employment, volunteer, subcontractor, licensing, and housing purposes.

_____ is registered under the
(Organization)
provisions of M.G.L. c.6, § 172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licensees, and applicants for the rental or lease of housing. _____ has authorized
(Organization)
_____ to submit CORI checks
(Consumer Reporting Agency)
to the Massachusetts Department of Criminal Justice Information Services (DCJIS) on its behalf.

As a prospective or current employee, subcontractor, volunteer, license applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the DCJIS. I hereby acknowledge and provide permission to _____
(Consumer Reporting Agency)
to submit a CORI check for my information to the DCJIS. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing _____
(Organization)
with written notice of my intent to withdraw consent to a CORI check. I also understand that this form is a CORI acknowledgement form and I am entitled to additional consumer reporting disclosure forms under the Fair Credit Reporting Act. If I have not received those disclosures, I should contact _____
(Organization)
to request this information.

FOR EMPLOYMENT, VOLUNTEER, AND LICENSING PURPOSES ONLY:

I also undertand that the
_____, on behalf of
(Consumer Reporting Agency)
_____ may conduct
(Organization)
subsequent CORI checks within one year of the date this Form was signed by me.

By signing below, I provide my consent to a CORI check and affirm that the information provided on Page 2 of this Acknowledgement Form is true and accurate.

_____ _____
Signature of CORI Subject *Date*

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
Department of Criminal Justice Information Services
200 Arlington Street, Suite 2200, Chelsea, MA 02150
TEL: 617-660-4640 | TTY: 617-660-4606 | FAX: 617-660-5973
MASS.GOV/CJIS

SUBJECT INFORMATION

Please complete this section using the information of the person whose CORI you are requesting.
The fields marked with an asterisk (*) are required fields.

* First Name: ANASTASIOS Middle Initial:
* Last Name: VOUTHOURELIS Suffix (Jr., Sr., etc.):
Former Last Name 1:
Former Last Name 2:
Former Last Name 3:
Former Last Name 4:
* Date of Birth (MM/DD/YYYY): 04/06/1963 Place of Birth: GREECE
* Last **SIX** digits of Social Security Number: [redacted] ☐ No Social Security Number
Sex: MALE Height: 5 ft. 11 in. Eye Color: HAZEL Race: WHITE
Driver's License or ID Number: [redacted] State of Issue: MA
Father's Full Name: GEORGE VOUTHOURELIS
Mother's Full Name: ELENI VOUTHOURELIS

Current Address

* Street Address: 6 HASKELL RD
Apt. # or Suite: *City: PEPPERELL *State: MA *Zip: 01463

SUBJECT VERIFICATION

The above information was verified by reviewing the following form(s) of government-issued identification:

Verified by:

Print Name of Verifying Employee

Signature of Verifying Employee *Date*

OFFICE OF THE
SELECT BOARD
TOWN OF DUNSTABLE
TOWN HALL, 511 MAIN STREET
DUNSTABLE, MA 01827-1313
(978) 649-4514 X224
select-board@dunstable-ma.gov



TAX COMPLIANCE AFFIDAVIT

Licensee Name: DUNSTABLE PIZZA INC
(Name of corporate entity or name of sole proprietor or partners)

D/B/A: _____

Premises Address: 207 PLEASANT ST. DUNSTABLE MA 01827

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

[redacted]
Federal Identification Number or Social Security Number
(*enter the number used when filing taxes for the business*)

Anastasios Vouthouraelis
Signature

ANASTASIOS VOUTHOURAELIS
Print Name and Title

6/15/2026
Date

Information and Instructions

Massachusetts General Laws chapter 152 requires all employers to provide workers' compensation for their employees. Pursuant to this statute, an ***employee*** is defined as "...every person in the service of another under any contract of hire, express or implied, oral or written."

An ***employer*** is defined as "an individual, partnership, association, corporation or other legal entity, or any two or more of the foregoing engaged in a joint enterprise, and including the legal representatives of a deceased employer, or the receiver or trustee of an individual, partnership, association or other legal entity, employing employees. However, the owner of a dwelling house having not more than three apartments and who resides therein, or the occupant of the dwelling house of another who employs persons to do maintenance, construction or repair work on such dwelling house or on the grounds or building appurtenant thereto shall not because of such employment be deemed to be an employer."

MGL chapter 152, §25C(6) also states that "**every state or local licensing agency shall withhold the issuance or renewal of a license or permit to operate a business or to construct buildings in the commonwealth for any applicant who has not produced acceptable evidence of compliance with the insurance coverage required.**" Additionally, MGL chapter 152, §25C(7) states "Neither the commonwealth nor any of its political subdivisions shall enter into any contract for the performance of public work until acceptable evidence of compliance with the insurance requirements of this chapter have been presented to the contracting authority."

Applicants

Please fill out the workers' compensation affidavit completely, by checking the boxes that apply to your situation and, if necessary, supply your insurance company's name, address and phone number along with a certificate of insurance. Limited Liability Companies (LLC) or Limited Liability Partnerships (LLP) with no employees other than the members or partners, are not required to carry workers' compensation insurance. If an LLC or LLP does have employees, a policy is required. Be advised that this affidavit may be submitted to the Department of Industrial Accidents for confirmation of insurance coverage. **Also be sure to sign and date the affidavit.** The affidavit should be returned to the city or town that the application for the permit or license is being requested, **not** the Department of Industrial Accidents. Should you have any questions regarding the law or if you are required to obtain a workers' compensation policy, please call the Department at the number listed below. Self-insured companies should enter their self-insurance license number on the appropriate line.

City or Town Officials

Please be sure that the affidavit is complete and printed legibly. The Department has provided a space at the bottom of the affidavit for you to fill out in the event the Office of Investigations has to contact you regarding the applicant. Please be sure to fill in the permit/license number which will be used as a reference number. In addition, an applicant that must submit multiple permit/license applications in any given year, need only submit one affidavit indicating current policy information (if necessary). A copy of the affidavit that has been officially stamped or marked by the city or town may be provided to the applicant as proof that a valid affidavit is on file for future permits or licenses. A new affidavit must be filled out each year. Where a home owner or citizen is obtaining a license or permit not related to any business or commercial venture (i.e. a dog license or permit to burn leaves etc.) said person is NOT required to complete this affidavit.

The Office of Investigations would like to thank you in advance for your cooperation and should you have any questions, please do not hesitate to give us a call.

The Department's address, telephone and fax number:

The Commonwealth of Massachusetts
Department of Industrial Accidents
Office of Investigations
Lafayette City Center
2 Avenue de Lafayette,
Boston, MA 02111-1750
Tel. (857) 321-7406 or 1-877-MASSAFE
Fax (617) 727-7749
www.mass.gov/dia

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

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information **Please Print Legibly**

Business/Organization Name: DUNSTABLE PIZZA INC

Address: 207 PLEASANT ST

City/State/Zip: DUNSTABLE MA 01827 Phone #: 978 - 761 - 1573

Are you an employer? Check the appropriate box:

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

Business Type (required):

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

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.
**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

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

Insurance Company Name: _____

Insurer's Address: _____

City/State/Zip: _____

Policy # or Self-ins. Lic. # _____ Expiration Date: _____

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

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

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

Signature: Anthony Vouthouly Date: 7-21-2026

Phone #: _____

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

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

Issuing Authority (check one):

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

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/25/2026

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

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

PRODUCER AP Intego Insurance Group, LLC 1075 Main Street, Suite 220 Waltham, MA 02451	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** support@apintego.com
	INSURER(S) AFFORDING COVERAGE — **NAIC #** **INSURER A :** Hartford Ins Co Of The Midwest — 37478 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**
INSURED DUNSTABLE PIZZA INC 207 Pleasant St Dunstable MA 01827	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		76WEGCD3Y3Y	06/12/2026	06/12/2027	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

Proof of Coverage

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CONSTRUCTION NOTES:

1. THE CONTRACTOR SHALL BE PRESENT ON THE PROJECT SITE AT ALL TIMES.

2. THE CONTRACTOR SHALL BECOME FAM LIAR WITH THE EXISTING SITE CONDITIONS AND MATERIALS.

3. THE CONTRACTOR SHALL VERIFY ALL D MENSIONS AND EXISTING CONDITIONS PRIOR TO THE START OF WORK. NOTIFY THE ARCHITECT OF ANY SIGN FICANT CHANGES N DIMENSIONS OR CONDITIONS.

4. THE CONTRACTOR SHALL PROV DE ALL MATERIALS, TOOLS, EQUIPMENT AND NECESSARY FACILITIES, AND PERFORM ALL LABOR AND SERVICES OF EVERY DESCRIPTION AS MAY BE NECESSARY TO COMPLETE THE SCOPE OF WORK DEFINED ON THE DRAWINGS.

5. THE CONTRACTOR SHALL ARRANGE FOR, OBTAIN AND PAY FOR ALL PERMITS, CERTIFICATES, INSPECTIONS, AGENCY APPROVALS, ETC. AND PAY ALL FEES LEVIED BY STATE, LOCAL AND MUNICIPAL AUTHORITIES HAVING JURISDICTION OVER WORK PERFORMED UNDER THIS CONTRACT. PROV DE COPIES OF ALL REQUIRED PERMITS, CERTIFICATES, INSPECTIONS AND AGENCY APPROVALS TO THE OWNER.

6. FABRICATE AND INSTALL ALL WORK IN STRICT ACCORDANCE WITH THE INTERNATIONAL BUILDING CODE, ALL APPLICABLE STATE AND LOCAL CODES, AND THE GENERAL AND SUPPLEMENTARY CONDITIONS OF THE CONTRACT.

7. ALL CONTRACTORS AND SUBCONTRACTORS SHALL BE RESPONS BLE FOR THE PROPER PERFORMANCE OF THEIR WORK, COORDINAT NG WITH OTHER TRADES, MEANS AND METHODS OF CONSTRUCTION, SAFETY AND SECURITY ON SITE.

8. CUTT NG AND PATCHING SHALL BE PERFORMED BY EACH TRADE AS NECESSARY FOR THE PERFORMANCE AND INSTALLATION OF THEIR WORK. CUTTING AND PATCHING SHALL BE PERFORMED N A WORKMANLIKE MANNER CONSISTENT WITH INDUSTRY STANDARDS FOR FINISHES AND SUBSTRATES AFFECTED.

9. THE CONTRACTOR SHALL PROTECT THE FACILITY FROM WEATHER AND MAINTAIN SECURITY DURING ALL CONSTRUCTION WORK.

10. THE CONTRACTOR SHALL PROTECT EXISTING PROPERTY DURING CONSTRUCTION AND SHALL REPAIR OR REPLACE, WITHOUT ADDITIONAL CHARGE TO THE OWNER, ANY EXISTING WORK DAMAGED DURING THE COURSE OF CONSTRUCTION.

11. UNLESS ITEMS OF MATERIAL, EQUIPMENT OR WORK ARE SPECIFICALLY NOTED TO BE PROVIDED OR FURNISHED BY OTHERS, THEY SHALL BE PROVIDED UNDER THIS CONTRACT.

12. ALL WORK SHALL BE PERFORMED BY SKILLED WORKERS IN A WORKMANLIKE AND PROFESSIONAL MANNER CONSISTENT WITH NDUSTRY STANDARDS.

13. MATERIALS AND COMPONENTS AS SPECIFIED CONSTITUTE A STANDARD OF QUALITY, UNLESS OTHERWISE NOTED. EQUAL SUBSTITUTES WILL BE ACCEPTABLE ONLY WITH WRITTEN PRIOR APPROVAL BY THE ARCHITECT.

14. THE CONTRACTOR SHALL PERFORM TESTS AT HIS OWN EXPENSE, AS NECESSARY OR AS REQUIRED BY ANY INSPECTION AGENCY. TEST SHALL BE MADE TO VERIFY WHETHER THE SYSTEM OR COMPONENTS INSTALLED COMPLY WITH THE SPECIFICATIONS AND ARE IN WORKING ORDER.

15. THE CONTRACTOR SHALL LEAVE THE WORK IN PROPER WORKING ORDER AND SHALL, WITHOUT ADDITIONAL CHARGE, REPLACE ANY WORK, MATERIALS, OR EQUIPMENT FURNISHED AND NSTALLED UNDER HIS CONTRACT WHICH DEVELOPS DEFECTS, EXCEPT FROM ORDINARY WEAR AND TEAR, WITHIN ONE (1) YEAR FROM THE DATE OF F NAL ACCEPTANCE BY THE OWNER

FOUNDATION NOTES:

1. FOUNDATIONS SHALL CONSIST OF FOOTINGS, FOUNDATION WALLS ON SPREAD FOOTINGS, FROST WALLS, AND SLAB ON GRADE.

2. FOUNDATION UNITS SHALL BE CENTERED UNDER SUPPORTED STRUCTURAL MEMBERS, UNLESS SPECIFIED ON THE PLANS.

CONCRETE NOTES:

1. CONCRETE WORK SHAL CONFORM TO "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE" (ACI 318-05).

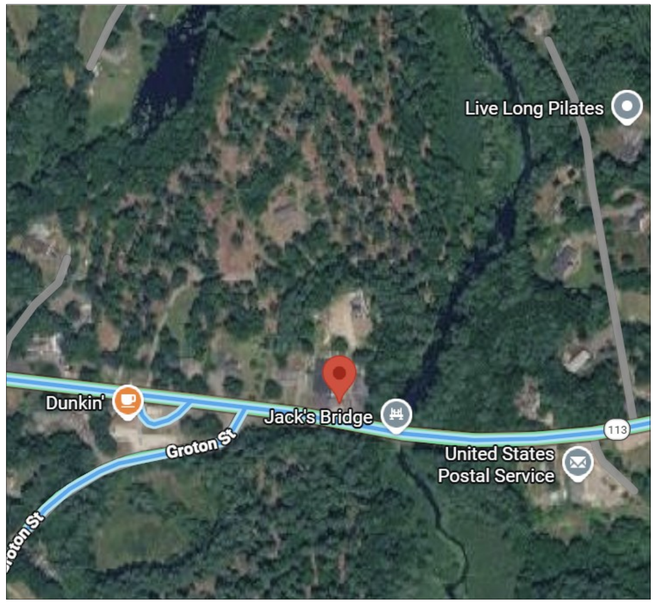
2. CONCRETE SHALL HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH AND SHALL BE 4000 PSI (NORMAL WEIGHT).

DESIGN LOAD NOTES:

1. DEAD LOAD: BU LDING COMPONENTS - 10 PSF

2. LIVE LOAD: COMMERCIAL (ASSEMBLY AND BUSINESS) - 100 PSF
STA RS, CORR DORS, AND EXITS - 100 PSF
RESIDENTIAL SLEEPING AREAS - 30 PSF
RESIDENTIAL FLOOR AREAS - 40 PSF

3. SNOW LOAD: MASSACHUSETTS SNOW LOAD - 50 PSF





BUILDING ANALYSIS:

BUILDING CODES:

ICC NTERNATIONAL BU LD NG CODE 2015 W/ MA AMENDMENTS 780 CMR
ICC NTERNATIONAL ENERGY CONSERVATION CODE 2021
ICC NTERNATIONAL EXISTING BU LD NG CODE 2021

BUILDING CONSTRUCTION CLASSIFICATION:

BUILDING TYPE: 5A
FIRE RESISTANCE REQUIREMENTS:
PRIMARY STRUCTURAL FRAME: 1 HOUR
BEARING WALLS AND PARTITIONS:
EXTERIOR: 1 HOUR
INTERIOR: 1 HOUR
NON-BEARING WALLS AND PARTITIONS:
EXTERIOR: 1 HOUR
INTERIOR: 0 HOUR
FLOOR CONSTRUCTION AND SECONDARY MEMBERS: 1 HOUR
ROOF CONSTRUCTION AND SECONDARY MEMBERS: 1 HOUR

SHEET INDEX

ARCHITECTURAL:	
COVER SHEET ..... A 00	
GENERAL NOTES ..... A 0.1	
SITE PLAN ..... A 01	
FLOOR PLANS ..... A 02	

Project Address

9-11 NICHOLS ST, HAVERHILL, MA 01830

Clients

DUNSTABLE PIZZA

Contractor

TBD

Date

09.14.2026

PERMIT SET

DEMORLA
DESIGN & BUILD LLC
ALEXANDER DEMORLA / 978-994-5497
ALEXANDERDEMORLA@GMAIL.COM
WWW.DEMORLA.COM

CSL GENERAL CONTRACTOR:
TBD

PROPERTY OWNER:
DUNSTABLE PIZZA.

207 PLEASANT ST
DUNSTABLE MA

NOTES:
PERMITS MUST BE OBTAINED

SCALE: 24"X36" AS STATED
SCALE: 11"X17" HALF STATED

REVISIONS
1 09/14/2026 \PERMIT SET

PROJECT STATUS	
07/30/2025	
Author	
COVER SHEET	A 00
Designer	

3/32" ARIAL

1/8" ARIAL

3/16" ARIAL

1/4" ARIAL

DEFAULT	RED	-01- .0010"
ARROW OPEN	GREEN	-02- .0050"
ARROW CLOSED	BLUE	-03- .0080"
DOT	-01-	-04- .0125"
DIAGONAL	-04-	-05- .0150"
TARGET	-07-	-06- .0175"
TICK	-Call Out 1-	-07- .0200"
TRIANGLE	-Call Out 2-	-08- .0250"
SQUARE	-Call Out 3-	-09- .0300"
LOOP	-Center/Grid 1-	-10- .0350"
	-Center/Grid 2-	-11- .0400"
	-Center/Grid 3-	-12- .0450"
	-Hidden 1-	-13- .0500"
	-Hidden 2-	-14- .0600"
	-Hidden 3-	-15- .0700"
	-Overhead 1-	-16- .0800"
	-Overhead 2-	
	-Overhead 3-	
	-Demolished 1-	
	-Demolished 2-	
	-Demolished 3-	
	-Property/Setback 1-	
	-Property/Setback 2-	
	-Property/Setback 3-	
	-Utility 1-	
	-Utility 2-	
	-Utility 3-	
	-Dot 1-	
	-Dot 2-	
	-Dot 3-	

SHEET LIST - BY NUMBER

SHEET NO.	SHEET NAME
A 00	COVER SHEET
A 0.1	GENERAL NOTES
A 01	SITE PLAN
A 02	FLOOR PLANS
S 01	FRAM NG PLANS
S 02	FRAM NG PLANS 2
S 03	FRAM NG PLANS 3
S 04	BU LDING DETA LS

SHEET LIST - BY ORDER

SHEET NO.	SHEET NAME
A 00	COVER SHEET
A 0.1	GENERAL NOTES
A 01	SITE PLAN
A 02	FLOOR PLANS
S 01	FRAM NG PLANS
S 02	FRAM NG PLANS 2
S 03	FRAM NG PLANS 3
S 04	BU LDING DETA LS

NOTES - DEMO

- ALL WORK SHALL COMPLY WITH FEDERAL, STATE AND LOCAL BUILDING CODES AND REGULATIONS.

- VERIFY IN FIELD ALL LOAD PATHS AND BEARING WALLS PRIOR TO ANY DEMO WORK. IF AN EXISTING LOAD PATH OR BEARING WALL IS TO BE DEMOLISHED, PROVIDE THE NECESSARY SHORING AND BRACING TO MAINTAIN STRUCTURAL INTEGRITY UNTIL COMPLETION OF STRUCTURAL WORK. ANY CONDITION FOUND IN FIELD NOT DEPICTED IN THE DRAWING SHALL BE BROUGHT TO THE ARCHITECT'S ATTENTION IMMEDIATELY.

- COORDINATE ALL DEMO ITEMS WITH PROPOSED WORK. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE ARCHITECT OF ANY DISCREPANCY BETWEEN DEMO WORK AND PROPOSED WORK, AND OF ANY ITEM OF CONCERN PRIOR TO COMMENCEMENT OF WORK.

- PROTECT ALL EXISTING ITEMS TO REMAIN, IN ACCORDANCE WITH LOCAL LAW AND IN A CLEAN AND ORGANIZED MANNER.

- ANY ITEM NOTED AS SALVAGED IS TO BE STORED ON SITE AND PROTECTED FROM WEATHER, IN A CLEAN AND ORGANIZED MANNER.

- REMOVE ALL EXISTING ITEMS NECESSARY FOR THE COMPLETION OF THE WORK AS DEPICTED ON THE DRAWINGS, INCLUDING BUT NOT LIMITED TO ITEMS SHOWN ON THE PLANS WITH DASHED LINES. NECESSARY DISCONNECTS AND ALTERATIONS TO EXISTING MECHANICAL AND ELECTRICAL SYSTEMS SHALL BE INCLUDED.

- PATCH, REPAIR, AND REFINISH ALL ITEMS TO REMAIN IN ACCORDANCE WITH THE CONTRACT DRAWINGS AND SCOPE OF WORK AS REQUIRED. DISPOSAL OF MATERIALS IS THE RESPONSIBILITY OF THE CONTRACTOR. VERIFY WITH OWNER, THE DISPOSITION AND REMOVAL OF ANY COMPONENTS OF SALVAGEABLE VALUE.

- REMOVE ONLY NON-LOAD BEARING CONSTRUCTION AND PARTITIONS. CONTRACTOR IS TO VERIFY THAT NO STRUCTURAL COMPONENTS ARE DESIGNATED FOR REMOVAL, PRIOR TO REMOVAL.

- CONTACT THE ARCHITECT PRIOR TO REMOVAL OF ANY ITEM IN QUESTION OR DEVIATING FROM THE DESIGN INTENT. CONTRACTOR'S NON-CONTACT OF ARCHITECT PRIOR TO REMOVAL OF ANY WORK INDICATES HIS COMPLETE UNDERSTANDING THAT NO LOAD BEARING OR STRUCTURAL WORK IS BEING ALTERED UNDER THIS CONTRACT.

- PATCH ALL FINISHES TO MATCH EXISTING. VERIFY MATCH OF NEW FINISH MATERIALS TO EXISTING IN COLOR, TEXTURE, THICKNESS, CUT, ETC... TO SATISFACTION OF OWNER AND ARCHITECT PRIOR TO INSTALLATIONS. PROVIDE ALL MATERIALS TO MATCH EXISTING WHEN REQUIRED. TO BE APPROVED BY OWNER AND ARCHITECT.

- WHERE APPLICABLE, SHORE UP, PLUMB, LEVEL AND REINFORCE ALL EXISTING FLOORS, WALLS, ROOFS, AND CEILINGS.

NOTES - ELECTRICAL

- ELECTRICIAN TO VERIFY ALL QUANTITIES OF LIGHT & ELECTRICAL FIXTURES, RECEPTACLES, AND SWITCHES.

- ELECTRICIAN TO COORDINATE WITH ALL OUTLET LOCATIONS SHOWN ON PLAN WITH EXISTING.

- REPLACE EXISTING LIGHT FIXTURES AS DIRECTED BY OWNER. ALL NEW FIXTURES SELECTED BY OWNER.

- PROVIDE AND INSTALL GROUND FAULT CIRCUIT INTERRUPTERS (GFI) AS REQUIRED BY THE NATIONAL ELECTRIC CODE (NEC) AND MEETING THE REQUIREMENTS OF ALL GOVERNING CODES.

- REFER TO SPEC FOR ADDITIONAL INFORMATION.

- MAINTAIN EXISTING LIGHTING AND POWER UNLESS OTHERWISE NOTED, EXISTING CIRCUITS TO REMAIN.

- PROVIDE POWER TO ALL FIXTURES AND APPLIANCES AS REQUIRED.

- UNLESS OTHERWISE INDICATED INSTALL SWITCHES AND RECEPTACLES AT THE FOLLOWING HEIGHTS ABOVE FINISH FLOOR:

SWITCHES	42"
OUTLETS	16"
TELEPHONE	16"
TELEVISION	16"

NOTES - LIFE SAFETY

- ALL FIRE DETECTION, NOTIFICATION AND PROTECTION EQUIPMENT AND DEVICES SHALL BE LISTED AND INSTALLED IN ACCORDANCE WITH 780 CMR 5313.2, THE EQUIPMENT MANUFACTURER'S INSTRUCTIONS, THE LISTING CRITERIA, 527 CMR 12.00 AND NFPA 72, AS APPLICABLE.

- ALL SMOKE, HEAT AND CARBON MONOXIDE DETECTORS TO BE COMPATIBLE AND INTERCONNECTED SO THAT ALL ALARMS WILL SOUND WITH A MINIMUM RANGE OF 85 dBA AT TEN FEET DISTANCE IF ONE DEVICE ACTIVATES.

- DEVICES TO BE POWERED BY PERMANENTLY WIRED AC PRIMARY POWER SOURCE WITH MONITORED BATTERY BACK-UP IN COMPLIANCE WITH NFPA 72.

- SMOKE DETECTORS LOCATED WITHIN 20 FEET OF THE KITCHEN OR A BATHROOM SHALL BE THE PHOTOELECTRIC TYPE.
ALL OTHER SMOKE DETECTORS SHALL BE COMBINATION PHOTOELECTRIC AND IONIZATION TYPE.

- CARBON MONOXIDE DETECTORS SHALL BE UL 2034 LISTED AND INSTALLED IN ACCORDANCE WITH THE PROVISIONS OF 780 CMR 51.00 THROUGH 99.00, THE MANUFACTURER'S INSTRUCTIONS, THE LISTING CRITERIA, 527 CMR 12.00 AND NFPA 720.

NOTES - GENERAL

- ALL WORK SHALL COMPLY WITH FEDERAL, STATE AND LOCAL BUILDING CODES AND REGULATIONS.

- ALL DIMENSIONS TO NEW WALLS ARE TO FACE OF STUD OR AS NOTED.

- ALL DIMENSIONS TO EXISTING WALLS ARE TO FINISH FACE.

- ALL PORCH/DECK FRAMING, EXPOSED FRAMING, AND FRAMING AT DISSIMILAR MATERIALS TO BE PRESSURE TREATED (AS APPLIES).

- PROVIDE BLOCKING / ADDITIONAL FRAMING AS REQUIRED FOR ALL CABINETRY, LIGHT FIXTURES, TOWEL BARS, ETC.

- ALL DETAILS, SECTIONS, NOTES, OR REFERENCES TO OTHER DRAWINGS ARE INTENDED TO BE TYPICAL, UNLESS OTHERWISE NOTED.

- ALL DIMENSIONS AND SITE CONDITIONS TO BE FIELD VERIFIED AND SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR. THE GENERAL CONTRACTOR SHALL NOTIFY THE ARCHITECT OF ANY DISCREPANCY PRIOR TO COMMENCEMENT OF WORK.

- DURING CONSTRUCTION, AND PRIOR TO THE INCORPORATION OF ANY CHANGES, REVISIONS, MODIFICATIONS AND/OR DEVIATIONS FROM THE CONSTRUCTION DOCUMENTS, CONTRACTOR SHALL BRING TO THE ATTENTION OF THE HOME OWNER AND OBTAIN APPROVAL FROM THE GOVERNING BUILDING OFFICIAL BEFORE PROCEEDING WITH THE WORK.

- IT SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO LOCATE ALL EXISTING UTILITIES WHETHER INDICATED ON THE PLANS OR NOT, AND TO PROTECT THEM FROM DAMAGE.

- ALL MATERIALS AND EQUIPMENT SHALL BE INSTALLED PER MANUFACTURER'S INSTRUCTIONS/SPECIFICATIONS UNLESS OTHERWISE SPECIFIED.

- GENERAL CONTRACTOR SHALL COORDINATE AND/OR OBTAIN ALL BUILDING PERMITS REQUIRED FOR CONSTRUCTION AND CERTIFICATES OF OCCUPANCY.

- ALL MECHANICAL, ELECTRICAL AND PLUMBING WORK SHALL BE PERFORMED BY SUBCONTRACTORS LICENSED IN THE STATE IN WHICH WORK IS BEING PERFORMED.

- ALL SUBCONTRACTORS SHALL PROVIDE CERTIFICATION OF GENERAL LIABILITY INSURANCE AND WORKMAN S COMPENSATION COVERAGE, AS REQUIRED BY THE GENERAL CONTRACTOR.

- GENERAL CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, AND PROCEDURES, AS WELL AS ALL ASPECTS OF SAFETY DURING BUILDING CONSTRUCTION, AND SHALL PROVIDE ADEQUATE SHORING AND BRACING TO ENSURE SUCH SAFETY.

INFO - TYPICAL ABBREVIATIONS

NOTE: THESE ABBREVIATIONS EXCLUDE MATERIALS

AFF		ABOVE FINISH FLOOR
APRX		APPROXIMATE
AVB		A R + VAPOR BARRIER
BO		BOTTOM OF
CLR		CLEAR
DEMO		DEMOLISHED
D M		DIMENSION
DIA		DIAMETER
DN		DOWN
DWG		DRAWING
EA		EACH
EL		ELEVATION
EQ		EQUAL
EXT		EXTERIOR
FO		F NISH OPEN NG / FACE OF
GALV		GALVANIZED
HVAC		HEATING, VENT NG, & A R CONDITIONING
INSUL		INSULATION OR INSULATED
NT		INTERIOR
MAX		MAXIMUM
MECH		MECHANICAL
MIN		M NIMUM
MO		MASONRY OPEN NG
NIC		NOT IN CONTRACT
OC		ON CENTER
PT		PRESSURE TREATED
RCP		REFLECTED CE LING PLAN
RO		ROUGH OPENING
SA		SOUND ATTENUATING
S M		S MILAR
SPEC		SPECIFICATIONS / SPECIFIED
TO		TOP OF
TYP		TYPICAL
V F		VER FY N FIELD
W/		WITH
W/O		WITHOUT

INFO - HEADER SCHEDULE

HEADER SUPPORT NG:	SIZE	BU LDING W DTH 20' SPAN	20' # JACK STUDS	28' SPAN	28' # JACK STUDS	36' SPAN	36' # JACK STUDS
ROOF AND CE LING	(2) 2X4	3'-2"	1	2'-9"	1	2'-6"	1
	(2) 2X6	4-8"	1	4'-0"	1	3'-8"	2
	(2) 2X8	5-11"	2	5'-2"	2	4'-7"	2
	(2) 2X10	7'-3"	2	6'-3"	2	5'-7"	2
	(2) 2X12	8'-5"	2	7'-3"	2	6'-6"	2
	(3) 2X8	7'-5"	1	6'-5"	2	5'-9"	2
	(3) 2X10	9'-1"	2	7'-10"	2	7'-0"	2
	(3) 2X12	10'-7"	2	9'-2"	2	8'-2"	2
	(4) 2X8	8'-4"	1	7'-5"	1	6'-8"	1
	(4) 2X10	10'-6"	1	9'-1"	2	8'-2"	2
	(4) 2X12	12'-2"	2	10'-7"	2	9'-5"	2
ROOF AND CEIL NG: ONE CENTER BEAR NG FLOOR	(2) 2X4	2'-9"	1	2'-5"	1	2'-2"	1
	(2) 2X6	4'-0"	1	3'-7"	2	3'-3"	2
	(2) 2X8	5'-2"	2	4'-6"	2	4'-0"	2
	(2) 2X10	6'-4"	2	5'-6"	2	5'-0"	3
	(2) 2X12	7'-4"	2	6'-5"	3	5'-9"	3
	(3) 2X8	6'-5"	2	5'-8"	2	5'-1"	2
	(3) 2X10	7'-11"	2	6'-11"	2	6'-3"	2
	(3) 2X12	9'-2"	2	8'-1"	2	7'-3"	2
	(4) 2X8	7'-5"	1	6'-6"	2	5'-11"	2
	(4) 2X10	9'-1"	2	8'-1"	2	7'-2"	2
	(4) 2X12	10'-7"	2	9'-3"	2	8'-4"	2
ROOF AND CEIL NG: ONE CLEAR SPAN FLOOR	(2) 2X4	2'-7"	1	2'-3"	1	2'-1"	1
	(2) 2X6	3'-10"	2	3'-4"	2	3'-1"	2
	(2) 2X8	4'-10"	2	4'-2"	2	3'-9"	2
	(2) 2X10	5'-11"	2	5'-1"	2	4'-7"	3
	(2) 2X12	6'-10"	2	5'-11"	3	5'-4"	3
	(3) 2X8	6'-1"	2	5'-3"	2	4'-8"	2
	(3) 2X10	7'-5"	2	6'-5"	2	5'-9"	2
	(3) 2X12	8'-7"	2	7'-5"	2	6'-8"	3
	(4) 2X8	7'-0"	1	6'-1"	2	5'-5"	2
	(4) 2X10	8'-7"	2	7'-5"	2	6'-7"	2
	(4) 2X12	9'-11"	2	8'-7"	2	7'-8"	2
ROOF CEIL NG & TWO CENTER BEAR NG FLOORS	(2) 2X4	2'-6"	1	2'-2"	1	1'-11"	1
	(2) 2X6	3'-8"	2	3'-2"	2	2'-10"	2
	(2) 2X8	4'-7"	2	4'-0"	2	3'-8"	2
	(2) 2X10	5'-8"	2	4'-11"	2	4'-5"	3
	(2) 2X12	6'-6"	2	5'-9"	3	5'-2"	3
	(3) 2X8	5'-9"	2	5'-1"	2	4'-7"	2
	(3) 2X10	7'-1"	2	6'-2"	2	5'-7"	2
	(3) 2X12	8'-2"	2	7'-2"	2	6'-5"	3
	(4) 2X8	6'-8"	1	5'-10"	2	5'-3"	2
	(4) 2X10	8'-2"	2	7'-2"	2	6'-5"	2
	(4) 2X12	9'-5"	2	8'-3"	2	7'-5"	2
ROOF CEIL NG & TWO CLEAR SPAN FLOORS	(2) 2X4	2'-0"	1	1'-8"	1	1'-5"	2
	(2) 2X6	3'-0"	2	2'-7"	2	2'-3"	2
	(2) 2X8	3'-10"	2	3'-4"	2	2'-11"	3
	(2) 2X10	4'-8"	2	4'-0"	3	3'-7"	3
	(2) 2X12	5'-5"	2	4'-8"	3	4'-2"	3
	(3) 2X8	4'-9"	3	4'-1"	2	3'-8"	2
	(3) 2X10	5'-10"	2	5'-0"	2	4'-6"	3
	(3) 2X12	6'-9"	2	5'-10"	3	5'-3"	3
	(4) 2X8	5'-6"	2	4'-9"	2	4'-3"	2
	(4) 2X10	6'-9"	2	5'-10"	2	5'-2"	2
	(4) 2X12	7'-9"	2	6'-9"	2	6'-0"	3

NOTES - WINDOW

- NEW WINDOWS TO BE ANDERSEN 400 SERIES WINDOWS, UNLESS NOTED OTHERWISE

- EXISTING WINDOWS TO REMAIN TO BE REPAIRED AND REFINISHED, UNLESS NOTED OTHERWISE

- TAPE AND SEAL ALL JOINTS AND SEAMS AT R.O. AND FIELD-MULLED UNITS. FLASH ACCORDING TO MANUFACTURERS SPECIFICATIONS TO MAINTAIN WARRANTY. ALL ABOVE WEATHER-PROOFING TO BE COORDINATED WITH WALL ENCLOSURE SYSTEM.

- VERIFY ALL MODEL NUMBERS AND DIMENSIONS WITH MANUFACTURER

- SEE EXTERIOR ELEVATIONS FOR WINDOW HEAD HEIGHTS

- PROVIDE 1/2 SCREENS AT ALL OPERABLE UNITS, UNLESS NOTED OTHERWISE

- PROVIDE PERMANENT DIVIDED LIGHT GRILLES WITH DARK INTERIOR SPACERS, SEE EXTERIOR ELEVATIONS FOR LOCATIONS AND PATTERNS, MUNTIN SIZE TO MATCH EXISTING WINDOWS

NOTES - DOOR

- NEW EXTERIOR DOORS TO BE ANDERSEN 400 SERIES DOORS, UNLESS NOTED OTHERWISE

- NEW INTERIOR DOORS TO BE SOLID CORE, STAIN GRADE, UNLESS OTHERWISE NOTED

- EXISTING DOORS TO REMAIN TO BE REPAIRED AND REFINISHED, UNLESS OTHERWISE NOTED

- TAPE AND SEAL ALL JOINTS AND SEAMS AT R.O. AND FIELD-MULLED UNITS. FLASH ACCORDING TO MANUFACTURERS SPECIFICATIONS TO MAINTAIN WARRANTY. ALL ABOVE WEATHER-PROOFING TO BE COORDINATED WITH WALL ENCLOSURE SYSTEM. [ABOVE FOR EXTERIOR DOORS ONLY]

- VERIFY ALL MODEL NUMBERS AND DIMENSIONS WITH MANUFACTURER

NOTES - STRUCTURAL

SEE ORDER OF CONDITIONS FOR CONSTRUCTION REQUIREMENTS

- ALL EXTERIOR WALLS TO BE CONSTRUCTED IN ACCORDANCE WITH 780 CMR BRACED WALL PANEL CONSTRUCTION METHOD #3 (5602.10.3)

- STRUCTURAL PANEL SHEATHING TO BE CONTINUOUS AROUND ALL NEW CONSTRUCTION AND/OR RENOVATIONS

- ALL EXTERIOR WALL STUD SPACING TO BE 16" O.C. MAX, UNLESS OTHERWISE NOTED

- ALL JOIST AND RAFTER SPACING TO BE 16" O.C. MAX, UNLESS OTHERWISE NOTED

- ALL STRUCTURAL PANELS TO BE FASTENED IN ACCORDANCE WITH 780 CMR TABLE 5602.3(1)

- SPANS ARE BASED ON NUMBER TWO OR STANDARD GRADE LUMBER. NUMBER THREE GRADE LUMBER MAY BE USED WITH APPROPRIATE DESIGN

- NOMINAL FOUR INCH WIDE SINGLE HEADERS MAY BE SUBSTITUTED FOR THE DOUBLE MEMBERS

- PROVIDE BLOCKING / ADDITIONAL FRAMING AS REQUIRED FOR ALL CABINETRY, LIGHT FIXTURES, TOWEL BARS, ETC.

- PROVIDE SISTERED FRAMING MEMBERS (TYPICAL UNLESS NOTED OTHERWISE) UNDER ALL PARTITIONS THAT RUN PARALLEL TO THE FRAMING SPAN.

- ALL STRUCTURAL FRAMING CONNECTIONS SHALL BE MADE WITH MANUFACTURED STEEL MECHANICAL CONNECTORS (SIMPSON STRONG-TIE OR EQUAL)

- WHEREVER DIMENSIONAL LUMBER ABUTS ENGINEERED MEMBERS, OFFSET ENGINEERED MEMBERS 1/4" DOWN TO ACCOUNT FOR FUTURE DIMENSIONAL LUMBER SHRINKAGE.

- IF DIMENSIONAL LUMBER JOISTS MUST BE NOTCHED OR BORED FOR PLUMBING, ELECTRICAL, OR OTHER TRADES, LIMITATIONS APPLY AS FOLLOWS:

  - NO HOLE DIAMETER SHALL BE GREATER THAN 1/3 OF THE JOIST DEPTH.
  - NO HOLE SHALL BE LOCATED WITHIN 2" OF THE TOP, BOTTOM, OR EDGE OF ANY JOIST.
  - NO NOTCH SHALL BE LOCATED IN THE MIDDLE 1/3 OF ANY JOIST.
  - NO NOTCH SHALL BE DEEPER THAN 1/6 OF THE JOIST DEPTH.
  - NO NOTCH SHALL BE LONGER THAN 1/3 OF THE JOIST DEPTH.

- IF ENGINEERED LUMBER MUST BE NOTCHED OR BORED FOR PLUMBING, ELECTRICAL, OR OTHER TRADES, REFER TO THE MANUFACTURERS GUIDELINES FOR LIMITATIONS.

COMMON SYMBOL LEGEND

N	NORTH INDICATOR: - DIRECTION OF RELATIVE NORTH
1 VIEW 1/4" = 1'-0"	VIEW TITLE: - DETAIL NUMBER - VIEW NAME - VIEW SCALE
1 A101	SECTION REFERENCE: - VIEW NUMBER - SHEET REFERENCE
1 A101	DETAIL REFERENCE: - DETAIL NUMBER - SHEET NUMBER
0 A000 0	ELEVATION REFERENCE: - VIEW NUMBERS - SHEET NUMBER
0	GRID HEAD AND LINE: - GRID NUMBER
LEVEL 100'-0"	LEVEL INDICATOR AND LINE: - LEVEL NAME - LEVEL ELEVATION
LEVEL 100'-0"	SPOT ELEVATION INDICATOR: - ELEVATION VALUE
	REVISION CLOUD AND TAG: - REVISION NUMBER ON SHEET
	BREAK LINE: - (INDICATES A BREAK IN DRAWING)
2x12 @ 16" O.C.	STRUCTURAL SPAN INDICATOR: - DIRECTION OF SPAN (FILLED ARROWS) - SPAN MEMBER LAYOUT (OPEN ARROWS)
6" REINFORCED SLAB	STRUCTURAL SPAN INDICATOR: - DIRECTION OF SPAN (FILLED ARROWS)
101	DOOR TAG: - DOOR NUMBER ON SCHEDULE
1	WINDOW TAG: - WINDOW TYPE ON SCHEDULE
1	WALL TAG: - WALL TYPE ON LEGEND
101	ROOF TAG: - ROOF TYPE ON LEGEND (MAY ALSO INDICATE OTHER BUILDING ITEMS)
101 1'-0"	FLOOR TAG: - FLOOR TYPE ON LEGEND - FLOOR ELEVATION
20R @ 7 1/2"	STAIR TAG: - NUMBER OF RISERS - @ GIVEN RISER HEIGHT
3'-9"	LINEAR DIMENSION: - LINEAR DIMENSION OF OR BETWEEN ELEMENTS
2'-10"	RADIAL DIMENSION: - RADIAL DIMENSION OF OR BETWEEN ELEMENTS
12" 6" 6"/12"	SLOPE INDICATORS: - RISE DIMENSION - RUN DIMENSION

0' 1' 2' 3' 4' 5' 10' 20'

DEMORLA
DESIGN & BUILD LLC

ALEXANDER DEMORLA / 978-994-5497
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WWW.DEMORLA.COM

CSL GENERAL CONTRACTOR:

TBD

PROPERTY OWNER:
DUNSTABLE PIZZA.

207 PLEASANT ST

DUNSTABLE MA

NOTES:

PERMITS MUST BE OBTAINED

SCALE: 24"X36" AS STATED
SCALE: 11"X17" HALF STATED

REVISIONS	
1	09/14/2026 \PERMIT SET

PROJECT STATUS

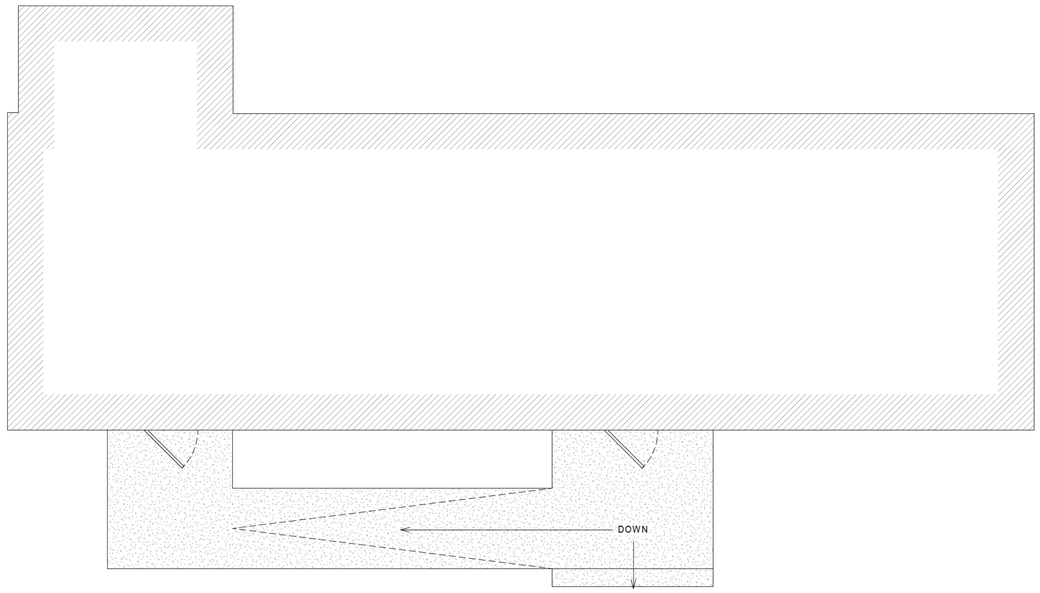
07/30/2025

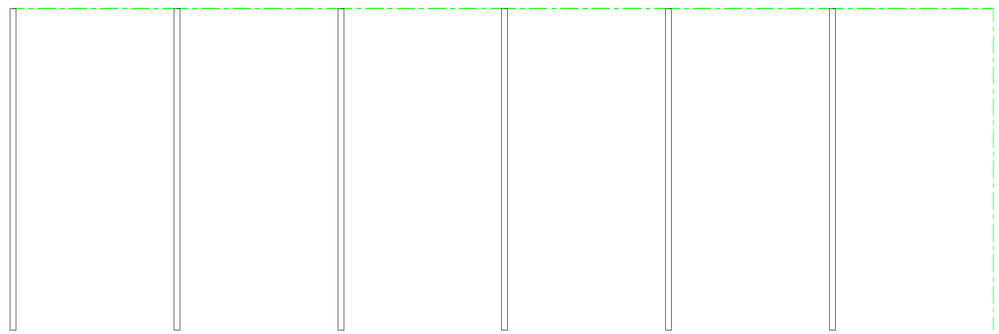
Author

GENERAL NOTES

Designer

A 0.1





PLEASANT ST

1 PROPOSED - FIRST FLOOR Copy 1
1/4" = 1'-0"

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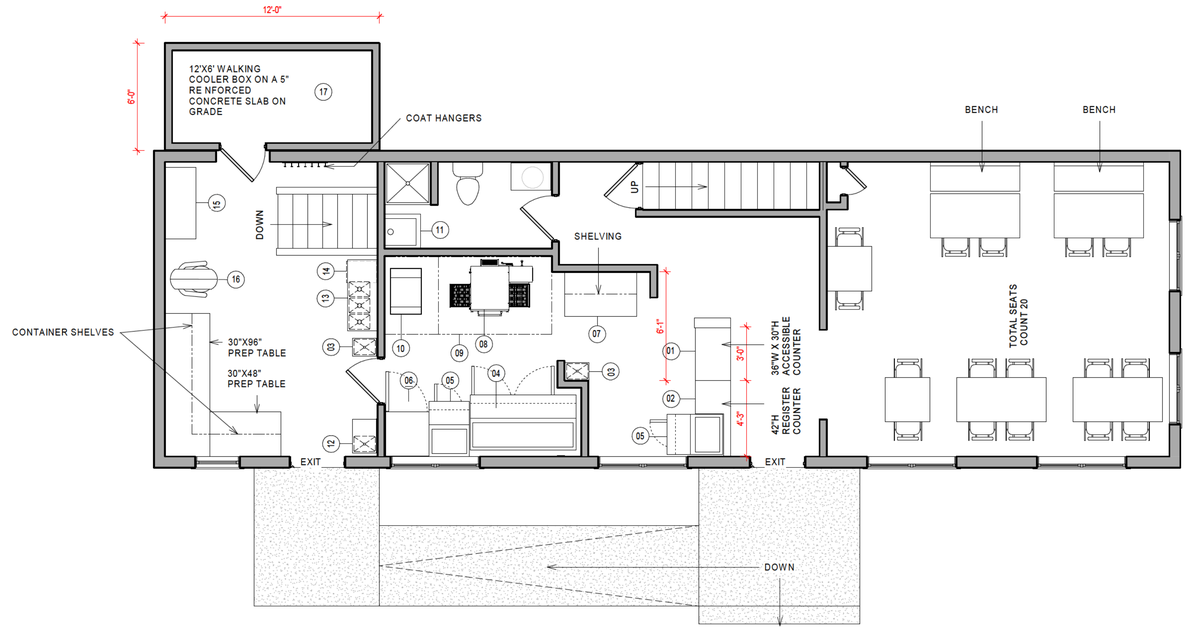
SCALE: 11"X17" HALF STATED

REVISIONS	
1	09/14/2026 \PERMIT SET

PROJECT STATUS	
07/30/2025	
Author	
SITE PLAN	A 01
Designer	



1 PROPOSED - FIRST FLOOR
1/4" = 1'-0"

BAR & KITCHEN EQUIPMENT SCHEDULE					
			SIZE		
ITEM #	QTY	DESCRIPTION	WIDTH	DEPTH	HEIGHT
1	1	REGISTER COUNTER	51 IN	24IN	42 IN
2	1	ACCESSIBLE COUNTER	51 IN	24 IN	42 IN
3	2	HAND SINK	12 IN	16 IN	
4	1	REFRIGERATOR PIZZA UNIT	71 IN	36 IN	
5	2	MEGATOP SANDWITCH/SALAD PREPARATION REFRIGERATOR	27 IN	36 IN	
6	1	REACH IN FREEZER	29 IN	31 IN	83 IN
7	1	PREP TABLE	48 IN	30 IN	36 IN
8	1	XLR PIZZA OVEN	78 IN	50 IN	68 IN
9	1	HOOD			
10	1	FLOOR FRYER	20.1	30.1IN	44.8 IN
11	1	MOP SINK	24 IN	24 IN	12 IN
12	1	ONE (1) COMPARTMENT SINK			
13	1	3 BAY SINK	47.5 IN	19 13/16 IN	39.75 IN
14	1	GREASE TRAP			
15	1	WIRE SHELVING UNITS	60 IN	24 IN	74 IN
16	1	PLANETARY MIXER			
17	1	WALK IN COOLER BOX	12 IN	6 IN	7' 7"

- ALL DIMENSIONS AND SITE CONDITIONS TO BE FIELD VERIFIED AND SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR. THE GENERAL CONTRACTOR SHALL NOTIFY THE ARCHITECT OF ANY DISCREPANCY PRIOR TO COMMENCEMENT OF WORK.

-VINYL COVING TO BE USE THROUGHOUT.

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CSL GENERAL CONTRACTOR:
TBD

PROPERTY OWNER:
DUNSTABLE PIZZA.

207 PLEASANT ST
DUNSTABLE MA

NOTES:
PERMITS MUST BE OBTAINED

SCALE: 24"X36" AS STATED
SCALE: 11"X17" HALF STATED

REVISIONS

1 09/14/2026 \PERMIT SET

PROJECT STATUS

07/30/2025
Author
FLOOR PLANS
Designer
A 02

The Commonwealth of Massachusetts, William Francis Galvin

Corporations Division

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

Articles of Organization

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

Minimum Filing Fee: $250.00

Identification Number: 001978431 (number will be assigned)

ARTICLE I

The exact name of the corporation is:

DUNSTABLE PIZZA INC

ARTICLE II

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

THE NATURE OF THE PRIMARY BUSINESS OR PURPOSES FOR WHICH THE COMPANY IS FORMED ARE TO ERECT, CONSTRUCT, ESTABLISH, PURCHASE, LEASE, ACQUIRE, AND TO HOLD, USE, EQUIP, OUTFIT, SUPPLY, SERVICE, MAINTAIN, OPERATE, SELL, AND OTHERWISE DISPOSE OF ROAST BEEF/FAST FOOD, CONVENIENCE STORES, RESTAURANTS, INNS, TAVERNS, CAFES, CAFETERIAS, GRILLES, AUTOMATS, BUFFETS, DINERS, PIZZA RESTAURANTS, DELICATESSENS, LUNCH ROOMS, COFFEE SHOPS, LUNCHEONETTES, ICE CREAM PARLORS, MILK BARS, SALOONS, COCKTAIL LOUNGES, BANQUET HALLS, CATERING ESTABLISHMENTS, CONCESSIONS AND OTHER EATING AND DRINKING PLACES AND ESTABLISHMENTS OF EVERY KIND AND DESCRIPTION AND CHECKROOMS, NEWSSTANDS, AND CIGAR, CIGARETTE AND TOBACCO STANDS AND STORES, AND GENERALLY TO CONDUCT THE BUSINESS OF RESTAURANTEURS, CATERERS, INNKEEPERS, TOBACCONISTS, BAKERS, BUTCHERS, COOKS, CONCESSIONAIRES AND PURVEYORS, SUPPLIERS, PREPARERS, SERVERS AND DISPENSERS OF FOOD AND DRINK; AND TO ENGAGE IN ALL ACTIVITIES, OR RENDER ALL SERVICES, AND TO BUY, SELL, USE, HANDLE AND DEAL IN ALL FIXTURES, MACHINERY, APPARATUS, EQUIPMENT, ACCESSORIES, TOOLS, MATERIALS, PRODUCTS, AND MERCHANDISE INCIDENTAL TO OR RELATED THERETO, OR OF USE THEREIN. TO CARRY ON THE ABOVE BUSINESS, OR ANY OTHER LAWFUL BUSINESS, TO THE SAME EXTENT AS THE LAWS OF MASSACHUSETTS WILL PERMIT AND AS FULLY AND WITH ALL THE POWERS THAT THE LAWS OF MASSACHUSETTS CONFER ON CORPORATIONS AND ORGANIZATIONS: AND TO CONDUCT THE ABOVE BUSINESS, OR ANY OTHER LAWFUL BUSINESS, TO THE SAME EXTENT AS NATURAL PERSONS MIGHT OR COULD DO; AND TO OTHERWISE PERFORM AND DO EVERY ACT OR THING PERMITTED WITHIN THE POWERS, RIGHTS, AND PRIVILEGES GIVEN A CORPORATION UNDER CHAPTER 156D OF THE GENERAL LAWS OF THE COMMONWEALTH OF MASSACHUSETTS OR ANY ACT AMENDATORY THEREOF, SUPPLEMENTAL THERETO, OR SUBSTITUTED THEREFOR.

ARTICLE III

State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized

ARTICLE IV

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

ARTICLE V

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

ANY STOCKHOLDER, INCLUDING THE HEIRS, ASSIGNS, EXECUTORS OR ADMINISTRATORS OF A DECEASED STOCKHOLDER, DESIRING TO SELL OR TRANSFER SUCH STOCK OWNED BY HIM OR THEM, SHALL FIRST OFFER IT TO THE CORPORATION THROUGH THE BOARD OF DIRECTORS IN THE FOLLOWING MANNER: HE SHALL NOTIFY THE DIRECTORS OF HIS DESIRE TO SELL OR TRANSFER BY NOTICE IN WRITING, WHICH NOTICE SHALL CONTAIN THE PRICE AT WHICH HE IS WILLING TO SELL OR TRANSFER AND THE NAME OF THE ARBITRATOR. THE DIRECTORS SHALL, WITHIN THIRTY (30) DAYS THEREAFTER, EITHER ACCEPT THE OFFER, OR BY NOTICE TO HIM IN WRITING, NAME A SECOND ARBITRATOR, AND THESE TWO SHALL NAME A THIRD. IT SHALL THEN BE THE DUTY OF THE ARBITRATORS TO ASCERTAIN THE VALUE OF THE STOCK, AND IF APPOINTED BY THE ARBITRATORS, A MAJORITY MAY ACT IN THE ABSENCE OF SUCH ARBITRATOR. AFTER THE ACCEPTANCE OF THE OFFER, OR THE REPORT OF THE ARBITRATORS AS TO THE VALUE OF THE STOCK, THE DIRECTORS SHALL HAVE THIRTY (30) DAYS WITHIN WHICH TO PURCHASE THE SAME AT SUCH VALUATION, BUT IF AT THE EXPIRATION OF THIRTY (30) DAYS, THE CORPORATION SHALL NOT HAVE EXERCISED THE RIGHT SO TO PURCHASE, THE OWNER OF THE STOCK SHALL BE AT LIBERTY TO DISPOSE OF THE SAME IN ANY MANNER HE MAY SEE FIT. NO SHARES OF STOCK SHALL BE SOLD OR TRANSFERRED ON THE BOOKS OF THE CORPORATION UNTIL THESE PROVISIONS HAVE BEEN COMPLIED WITH. IN PARTICULAR INSTANCES THIS REQUIREMENT MAY BE WAIVED.

ARTICLE VI

Other lawful provisions, and if there are no provisions, this article may be left blank.

1. THE BOARD OF DIRECTORS IS AUTHORIZED AND EMPOWERED FROM TIME TO TIME, IN ITS DISCRETION, TO MAKE, AMEND OR REPEAL THE BY-LAWS, IN PART OR IN WHOLE, EXCEPT WITH RESPECT TO ANY PROVISIONS THEREOF WHICH BY STATUTE OR THE BY-LAWS REQUIRES ACTION BY THE STOCKHOLDERS. 2. THE BOARD OF DIRECTORS SHALL HAVE FULL POWER AND AUTHORITY TO DETERMINE THE TERMS AND MANNER OF ISSUE OF SHARES OF CAPITAL STOCK, INCLUDING, BUT NOT LIMITED TO, THE CONSIDERATION THEREFORE, AND TO ISSUE OR CAUSE THE ISSUANCE OF ALL SHARES OF CAPITAL STOCK OF THE CORPORATION NOW OR FROM TIME TO TIME HEREAFTER AUTHORIZED. 3. MEETING OF THE STOCKHOLDERS MAY BE HELD OUTSIDE THE COMMONWEALTH OF MASSACHUSETTS AT SUCH LOCATION WITHIN THE UNITED STATES AS THE BOARD OF DIRECTORS MAY DETERMINE.4. THE CORPORATION MAY BE A PARTNER IN ANY BUSINESS ENTERPRISE THAT IT WOULD HAVE THE POWER TO CONDUCT BY ITSELF. 5. THE DIRECTORS SHALL HAVE THE POWER TO FIX FROM TIME TO TIME THEIR COMPENSATION. NOR SHALL A PERSON BE DISQUALIFIED FROM HOLDING ANY OFFICE BY REASON OF ANY INTEREST. IN THE ABSENCE OF FRAUD, ANY DIRECTOR, OFFICER OR STOCKHOLDER OF THE CORPORATION INDIVIDUALLY, OR ANY INDIVIDUAL HAVING ANY INTEREST IN ANY CONCERN WHICH IS A STOCKHOLDER OF THIS CORPORATION, OR ANY CONCERN WHICH IN WHICH ANY SUCH DIRECTORS, OFFICERS, STOCKHOLDERS, OR INDIVIDUALS HAVE ANY INTEREST, MAY BE A PART

COUNTED IN DETERMINING THE EXISTENCE OF A QUORUM AT ANY MEETING OF THE DIRECTORS OR ANY COMMITTEE THEREOF WHICH SHALL AUTHORIZE ANY SUCH CONTRACT, TRANSACTION OR ACT, AND ANY VOTE TO AUTHORIZE THE SAME; THE TERM "INTEREST" INCLUDING PERSONAL INTEREST AND INTEREST AS A DIRECTOR, OFFICER, STOCKHOLDER, TRUSTEE, MEMBER OR BENEFICIARY OF ANY CONCERN; AND THE TERM "CONCERN" MEANING ANY CORPORATION, ASSOCIATION, TRUST, PARTNERSHIP, FIRM, PERSON OR OTHER ENTITY OTHER THAN THIS CORPORATION. 6. SHARES MAY BE PLEDGED AS COLLATERAL WITHOUT PRIOR WRITTEN CONSENT OF ALL OTHER SHAREHOLDER. 7. THE CORPORATION SHALL BY THE EXTENT LEGALLY PERMISSIBLE, INDEMNIFY ANY PERSON SERVING AS DIRECTOR OR OFFICER OF THE CORPORATION, OR AT ITS REQUEST AS DIRECTOR, TRUSTEE, OFFICER, EMPLOYEE, OR OTHER AGENT OF ANY ORGANIZATION IN WHICH THE CORPORATION OWNS SHARES OR OF WHICH IT IS A CREDITOR, AGAINST ALL LIABILITIES AND EXPENSES, INCLUDING AMOUNTS PAID IN SATISFACTION OF JUDGMENTS, IN COMPROMISE OR AS FINES AND PENALTIES, AND COUNSEL FEES REASONABLY INCURRED BY HIM IN CONNECTION WITH THE DEFENSE OR DISPOSITION OF ANY ACTION, SUIT OR OTHER PROCEEDING, WHETHER CIVIL OR CRIMINAL, IN WHICH HE MAY BE INVOLVED OR WITH WHICH HE MAY BE THREATENED, WHILE SERVING OR THEREAFTER, BY REASON OF HIS BEING OR HAVING BEEN SUCH A DIRECTOR, OFFICER, TRUSTEE, EMPLOYEE OR AGENT, EXCEPT WITH RESPECT TO ANY MATTER AS TO WHICH HE SHALL HAVE BEEN ADJUDICATED IN ANY PROCEEDING NOT TO HAVE ACTED IN GOOD FAITH IN THE REASONABLE BELIEF THAT HIS ACTION WAS IN THE BEST INTEREST OF THE CORPORATION; PROVIDED, HOWEVER, THAT AS TO ANY MATTER DISPOSED OF BY A COMPROMISE PAYMENT OR FOR ANY OTHER EXPENSES SHALL BE PROVIDED UNLESS; SUCH COMPROMISE SHALL BE APPROVED AS IN THE BEST INTEREST OF THE CORPORATION; AFTER NOTICE THAT IT INVOLVED SUCH INDEMNIFICATION: A. BY DISINTERESTED MAJORITY OF THE DIRECTORS THEN IN OFFICE; OR B. IN THE ABSENCE OF ACTION BY DISINTERESTED DIRECTORS OR STOCKHOLDERS, THERE HAS BEEN OBTAINED AT THE REQUEST OF A MAJORITY IF THE DIRECTORS THEN IN OFFICE AN OPINIONOPINION IN WRITING OF INDEPENDENT LEGAL COUNSEL TO THE EFFECT THAT SUCH DIRECTOR OR OFFICER APPEARS TO HAVE ACTED IN GOOD FAITH IN THE REASONABLE BELIEF THAT HIS ACTION WAS IN INTERESTS OF THE CORPORATION. EXPENSES, INCLUDING COUNSEL FEES, REASONABLY INCURRED BY ANY SUCH DIRECTORS, OFFICERS, TRUSTEE, EMPLOYEE OR AGENT IN CONNECTION WITH THE DEFENSE OR DISPOSITION OF ANY SUCH ACTION, SUIT OR OTHER PROCEEDING MAY BE PAID FROM TIME TO TIME BY THE CORPORATION IN ADVANCE OF THE FINAL DISPOSITION THEREOF UPON RECEIPT OF AN UNDERTAKING BY SUCH INDIVIDUAL TO REPAY THE AMOUNTS SO PAID TO THE CORPORATION IF IT IS ULTIMATELY DETERMINED THE INDEMNIFICATION HEREBY PROVIDED SHALL NOT BE EXCLUSIVEOF OR AFFECT ANY OTHER RIGHTS TO WHICH ANY SUCH DIRECTOR, OFFICER, TRUSTEE, EMPLOYEE OR AGENT MAY BE ENTITLED. NOTHING CONTAINED IN THIS ARTICLE SHALL AFFECT ANY RIGHTS TO INDEMNIFICATION TO WHICH CORPORATE PERSONNEL OTHER THAN SUCH DIRECTORS, OFFICERS, TRUSTEES, EMPLOYEES OR AGENTS MAY BE ENTITLED BY CONTRACTS OR OTHERWISE UNDER LAW. AS USED IN THIS ARTICLE, THE TERMS "DIRECTOR", "OFFICER", "TRUSTEE", "EMPLOYEE", AND "AGENT" INCLUDE THEIR RESPECTIVE HEIRS, EXECUTORS AND ADMINISTRATORS, AND A "INTERESTED" DIRECTOR, OFFICER, TRUSTEE, EMPLOYEE OR AGENT IS ONE AGAINST WHOM IS SUCH CAPACITY THE PROCEEDINGS IN QUESTION OR OTHER PROCEEDINGS ON THE SAME OR SIMILAR GROUNDS IS THEN PENDING. CAPITAL STOCK IN THE CORPORATION IS TO BE ISSUED UNDER FORM 2553 OF THE INTERNAL REVENUE CODE, SEC. 1362. THE CORPORATION SHALL ELECT TO BE TAXED AS AN "S" CORPORATION UNDER THE INTERNAL REVENUE CODE. THE STOCK ISSUED SHALL BE PURSUANT TO SECTION 1244 OF THE INTERNAL REVENUE CODE, AS AMENDED.

ARTICLE VII

The effective date of organization shall be the date and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a later effective date is desired, specify such date, which may not be later than ninety (90) days from the date and time of filing

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

a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:

Agent name: ANASTASIOS VOUTHOURELIS

Number and street: 207 PLEASANT ST

Address 2:

City or town: DUNSTABLE State: MA Zip code: 01827

c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

Title	Individual Name	Address
PRESIDENT	ANASTASIOS VOUTHOURELIS	207 PLEASANT ST DUNSTABLE, MA 01827 USA
TREASURER	ANASTASIOS VOUTHOURELIS	207 PLEASANT ST DUNSTABLE, MA 01827 USA
SECRETARY	MARY ANGELA VOUTHOURELIS	207 PLEASANT ST DUNSTABLE, MA 01827 USA
VICE PRESIDENT	MARY ANGELA VOUTHOURELIS	207 PLEASANT ST DUNSTABLE, MA 01827 USA
DIRECTOR	ANASTASIOS VOUTHOURELIS	207 PLEASANT ST DUNSTABLE, MA 01827 USA
DIRECTOR	MARY ANGELA VOUTHOURELIS	207 PLEASANT ST DUNSTABLE, MA 01827 USA

d. The fiscal year end (i.e., tax year) of the corporation:

December 31

e. A brief description of the type of business in which the corporation intends to engage:

PIZZA SHOP FAST FOOD ESTABLISHMENT

f. The street address (post office boxes are not acceptable) of the principal office of the corporation:

Number and street: 207 PLEASANT ST

Address 2:

City or town: DUNSTABLE State: MA Zip code: 01827

Country: UNITED STATES

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

City or town:	DUNSTABLE	State:	MA	Zip code:	01827
Country:	UNITED STATES				

Which is:

☑ its principal office

☐ an office of its transfer agent

☐ an office of its secretary/assistant secretary

☐ its registered office

Signed this 9 Day of June, 2026 at 11:06 AM by the incorporator(s). (If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)

ANASTASIOS VOUTHOURELIS

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:

June 09, 2026 11:09 AM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

OFFICE OF THE
SELECT BOARD
LOCAL LICENSING AUTHORITY
TOWN OF DUNSTABLE
TOWN HALL, 511 MAIN STREET
DUNSTABLE, MA 01827-1313
(978) 649-4514 X224 select-board@dunstable-ma.gov



DEPARTMENT REVIEW SHEET

Please circulate to all Departments listed below and provide opportunity for comments and concerns with the Common Victuaeller License request. Alternatively, applicants can share information via email and attach correspondence to the application. All requirements on the license should be set forth by each Department below.

Building Department – Reviewer Date 10/26/2026
Town Hall, Basement, Mondays, 2 PM to 4 PM
Comments

Building permit application draft for interior renovations (flooring, counter). Permits issued for 215 Pleasant St. related to business: Building Permits issued for Roof, Windows, Insulation. Plumbing, Gas, Electrical, Sheet Metal permits have been issued for work to kitchen area including oven, hood, sinks etc.. Once work is completed, inspections need to be scheduled and completed. Occupancy will be determined & COO issued after final inspections.

Board of Health – Review Date10/26/2026
Town Hall, 511 Main Street, First Floor, Tuesdays, 8 AM to 10 AM
Comments:

The food service permit has not been issued yet. The owner needs to call for the final inspection when the kitchen installation is complete.

The septic system has not been installed yet. The kitchen cannot open until the system is installed and a COC for the system is issued. The building must also be tied into town water.

Tax Collectors Office – Review Date 10/26/26
Town Hall, First Floor, Tuesdays - Thursdays, 8 AM to 1 PM

Comments:

No issues from Tax Collectors Office

Fire Prevention Office – Review Date 09/21/26
Fire Station, 28 Pleasant Street, by appointment, (978) 649-6661

Comments:

10/26/26: Will need annual inspection ongoing.
9/21/26: I have reviewed your architectural drawings and from the fire department side they are acceptable. Please send me over any plans which show necessary emergency light locations. I will also need to have a plan sent over to review for the hood suppression system. Your chosen company should have that. There is no need for us to do any inspections at this time. We will need to do a hood suppression inspection prior to you opening, as well as the Certificate of Occupancy inspection with

Police Department – Review Date 10/26/26
Police Station, 23 Pleasant Street, by appointment, (978) 649-7445
Comments:

I have no concerns with this request.

ITEM #7

DUNSTABLE PIZZA
LIQUOR LICENSE HEARING

Select Board
Town of Dunstable
511 MAIN STREET
DUNSTABLE, MA 01827-1313
978-649-4514 x224
licensing@dunstable-ma.gov

October 7, 2026

PUBLIC HEARING
SELECTBOARD

In accordance with Massachusetts General Laws (MGL) c. 138, § 15, notice is hereby given that the Town of Dunstable Select Board will hold a Public Hearing on **October 27, 2026 at 6:15pm** to consider approval of a new On-Premise Liquor License – Malt & Wine, at the request of Dunstable Pizza, located at 207 Pleasant Street, Dunstable. Members of the public who wish to attend in person are welcome to attend at Dunstable Town Hall, 511 Main Street Dunstable.

TOWN OF DUNSTABLE
OFFICE OF THE SELECT BOARD

511 Main Street
Dunstable, MA 01827
(978) 649-4514 x224
dunstable-ma.gov

ALCOHOLIC BEVERAGES LICENSE APPLICATION

BUSINESS/ENTITY NAME:	Dunstable Pizza, Inc.
DBA:	
PREMISE ADDRESS:	207 PLEASANT ST. DUNSTABLE MA
MANAGER/CONTACT NAME:	Anastasios Vouthaurelis
EMAIL:	anastasiosvouthaurelis@gmail.com
PHONE:	978-761-1573
BUSINESS MAILING ADDRESS: (if different from premise)	
FID/SS#:	[redacted]
Hours of Operation:	
Monday	11am - 9pm
Tuesday	11 am - 9 pm
Wednesday	11 am - 9 PM
Thursday	11 am - 9 PM
Friday	11 am - 9 PM
Saturday	11 am - 9 PM
Sunday	CLOSED

Please select the license transaction for which you are applying below.
Each transaction has an application fee of $150.00 made payable to TOWN OF DUNSTABLE.

☑ New License	☐ Change Corporate Name	☐ Change of Corporate Structure
☐ Transfer of License	☐ Change of Ownership Interest	☐ Pledge of Collateral
☐ Change of Manager	☐ Change of Class (i.e. Annual/Seasonal)	☐ Management/Operating Agreement
☐ Change of Officer/Directors/LLC Managers	☐ Change of License Type	☐ Change of Hours
☐ Change of Location	☐ Change of Category (i.e. All Alcohol/Wine, Malt)	☐ Change of DBA
☐ Alteration of Licensed Premises	☐ Issuance/Transfer of Stock/New Stockholder	☐ Other_____

I certify under the penalties of perjury that the above information is true, and that named applicant has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature: Anas Vo. **Date:** 4-16-2026

This license application requires Select Board approval upon prior approval from the Police Department, Fire Department, Board of Health, Building Inspector and Treasurer/Collector.

OFFICE OF THE
SELECT BOARD
TOWN OF DUNSTABLE
TOWN HALL, 511 MAIN STREET
DUNSTABLE, MA 01827-1313
(978) 649-4514 X224
select-board@dunstable-ma.gov



TAX COMPLIANCE AFFIDAVIT

Licensee Name: Dunstable Pizza INC
(Name of corporate entity or name of sole proprietor or partners)

D/B/A: _____

Premises Address: 207 Pleasant Street Dunstable MA 01827

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

[redacted]
Federal Identification Number or Social Security Number
(*enter the number used when filing taxes for the business*)

Signature

Anastasios Vouthouveles OWNER
Print Name and Title

9-16-2026
Date

NEW LICENSE

Please watch the video below for a walk-through of the New Retail License Application:
ABCC New Retail License Application Video Guide

To apply for an alcoholic beverages retail license, you will need the following:

- **$200 Fee** paid online through our online payment link: **ABCC PAYMENT WEBSITE**
- **Monetary Transmittal Form**
- **New Retail Application**
- **Manager Application**
- **Vote of the Entity**
- **Business Structure Documents**
    - If Sole Proprietor, **Business Certificate**
    - If partnership, **Partnership Agreement**
    - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth
- **CORI Authorization Form** Complete one for each individual with financial or beneficial interest in the entity that is applying AND one for the proposed manager of record. *This form must be notarized with a stamp or raised seal.*
- **Proof of Citizenship/Qualified Alien** for the proposed Manager of Record (*Manager must be a U.S citizen or a Qualified Alien under the Immigration and Nationality Act, 8 U.S.C. 1101*). Please Include one of the following:
    - U.S. Passport
    - Voter's Certificate
    - Birth Certificate
    - Naturalization Papers
    - Permanent Resident Card "Green Card"
    - Employment Authorization Document
- **Supporting Financial Records** for all financing and or loans, including pledge documents, if applicable.
- **Legal Right to Occupy**, a lease or deed.
- **Floor Plan**
- **Abutter's Notification**
- **Advertisement**
- **Additional information, if necessary, utilizing the formats provided and or any affidavits.**
- **Management Agreement**, if applicable, requires the following:

    - Management Agreement Application
    - Management Agreement
    - Vote of the Entity
    - CORI Forms for all listed in Section 11 and attachments

Please Note: You may be requested to submit additional supporting documentation if necessary.

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

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM

APPLICATION FOR A NEW LICENSE

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

ECRT CODE: RETA

Please make $200.00 payment here: ABCC PAYMENT WEBSITE

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

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

ENTITY/ LICENSEE NAME Dunstable Pizza

ADDRESS 207 Pleasant St.

CITY/TOWN Dunstable **STATE** MA **ZIP CODE** 01827

For the following transactions (Check all that apply):

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

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

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

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

APPLICATION FOR A NEW LICENSE

Municipality: Dunstable

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
On-Premises	§12 Restaurant	Wine and Malt 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.

Pizzeria

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: Dunstable Pizza FEIN: 42-3076055

DBA: Manager of Record: Anastasios Vouthourelis

Street Address: 207 Pleasant St. Dunstable, MA 01827

Phone: TBD Email:

Alternative Phone: 978-761-1573 Website: TBD

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.

Total Square Footage: 1200 Number of Entrances: 2 Seating Capacity: 20

Number of Floors: 1 Number of Exits: 2 Occupancy Number: 22

4. APPLICATION CONTACT

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

Name: Anastasios Vouthourelis Phone: 978-761-1573

Title: President Email: anastasiosvouthourelis@gmail.com

5. CORPORATE STRUCTURE

Entity Legal Structure: Corporation

Date of Incorporation: 06/09/2026

State of Incorporation: Massachusetts

Is the Corporation publicly traded? ◯ Yes ◉ 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	Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Anastasios Vouthourelis	6 Haskell Road, Pepperell MA	[redacted]		President	50%	◉ Yes ◯ No	◯ Yes ◉ No	◉ Yes ◯ No
Mary Vouthourelis		[redacted]		Secretary	50%	◉ Yes ◯ No	◉ Yes ◯ No	◉ Yes ◯ No
						◯ Yes ◯ No	◯ Yes ◯ No	◯ Yes ◯ No
						◯ Yes ◯ No	◯ Yes ◯ No	◯ Yes ◯ No
						◯ Yes ◯ No	◯ Yes ◯ No	◯ Yes ◯ No

Additional pages attached? ◯ Yes ◯ No

CRIMINAL HISTORY

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

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
Aegean Pizza and Seafood	Beer & Wine		Nashua, NH
Family Pizza & Roast Beef	Beer & Wine		Nashua, NH

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

7. OCCUPANCY OF PREMISES

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

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

Please indicate by what means the applicant will occupy the premises: Lease

Landlord Name: 215 Pleasant Street Trust

Landlord Phone:

Landlord Email: msraymond@aol.com

Landlord Address: 501 High St., Dunstable, MA

Lease Beginning Date: 09/01/2026

Rent per Month: $2500

Lease Ending Date: 09/01/2031

Rent per Year: $30,000

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

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	0
B. Purchase Price for Business Assets	0
C. Other * (Please specify below)	$80,000
D. Total Cost	$80,000

*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
Anastasios Vouthourelis	$80,000.00
Total:	

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
N/A			◯ Yes ◯ No
			◯ Yes ◯ No
			◯ Yes ◯ No
			◯ Yes ◯ No

FINANCIAL INFORMATION

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

-Sale of Pizza Business in Nashua, NH in 2026.
-Applicant's new location, 207 Pleasant St. Dunstable, MA, is a leased premises.

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: Anastasios Vouthourelis Date of Birth: [redacted] SSN: [redacted]

Residential Address: 6 Haskell Rd. Pepperell, MA 01463

Email: anastasiosvouthourelis@gmail.com Phone: 978-761-1573

Please indicate how many hours per week you intend to be on the licensed premises: 50

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
2017	2026	Owner/Manager	Aegean Pizza & Seafood	
2006	2019	Owner/Manager	Family Pizza & Roast Beef	

D. PRIOR DISCIPLINARY ACTION

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

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

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

Manager's Signature: _____ Date: _____

11. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement? ◯ Yes ◉ No
If yes, please fill out section 11.

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

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

11A. MANAGEMENT ENTITY

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

Entity Name	Address	Phone

Name of Principal	Residential Address	SSN	DOB

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

Name of Principal	Residential Address	SSN	DOB

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

Name of Principal	Residential Address	SSN	DOB

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

Name of Principal	Residential Address	SSN	DOB

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

CRIMINAL HISTORY

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

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
Aegean Pizza	Beer & Wine	On Premise Beer Wine	Nashua, NH
Family Pizza	Beer & Wine	On Premise Beer Wine	Nashua, NH

11D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 11A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

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

Licensee Name	License Type	Municipality	Date(s) of Agreement

11E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Has any of the disclosed licenses listed in questions in section 11B, 11C, 11D ever been suspended, revoked or cancelled?

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

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

11F. TERMS OF AGREEMENT

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

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

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

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

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

☐ $ per month/year (indicate amount) _____

☐ % of alcohol sales (indicate percentage) _____

☐ % of overall sales (indicate percentage) _____

☐ other (please explain) _____

ABCC Licensee Officer/LLC Manager

Signature: _____

Title: _____

Date: _____

Management Agreement Entity Officer/LLC Manager

Signature: _____

Title: _____

Date: _____

ADDITIONAL INFORMATION

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

APPLICANT'S STATEMENT

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

of Dunstable Pizza
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: _____

Title: _____

ENTITY VOTE

The Board of Directors or LLC Managers of Dunstable Pizza, Inc. (Entity Name)

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

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on _____ (Date of Meeting)

For the following transactions (Check all that apply):

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

"VOTED: To authorize Anastasios Vouthourelis (Name of Person)

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

"VOTED: To appoint Anastasios Vouthourelis (Name of Liquor License Manager)

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

A true copy attest,

_____

Corporate Officer /LLC Manager Signature

Anastasios Vouthourelis

(Print Name)

For Corporations ONLY

A true copy attest,

_____

Corporation Clerk's Signature

_____

(Print Name)

ADDENDUM A

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

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

Entity Name

Percentage of Ownership in Entity being Licensed
(Write "NA" if this is the entity being licensed)

Name of Principal | Residential Address | SSN | DOB

Title and or Position | Percentage of Ownership | Director/ LLC Manager | US Citizen | MA Resident

Yes No | Yes No | Yes No

Name of Principal | Residential Address | SSN | DOB

Title and or Position | Percentage of Ownership | Director/ LLC Manager | US Citizen | MA Resident

Yes No | Yes No | Yes No

Name of Principal | Residential Address | SSN | DOB

Title and or Position | Percentage of Ownership | Director/ LLC Manager | US Citizen | MA Resident

Yes No | Yes No | Yes No

Name of Principal | Residential Address | SSN | DOB

Title and or Position | Percentage of Ownership | Director/ LLC Manager | US Citizen | MA Resident

Yes No | Yes No | Yes No

Name of Principal | Residential Address | SSN | DOB

Title and or Position | Percentage of Ownership | Director/ LLC Manager | US Citizen | MA Resident

Yes No | Yes No | Yes No

Name of Principal | Residential Address | SSN | DOB

Title and or Position | Percentage of Ownership | Director/ LLC Manager | US Citizen | MA Resident

Yes No | Yes No | Yes No

Name of Principal | Residential Address | SSN | DOB

Title and or Position | Percentage of Ownership | Director/ LLC Manager | US Citizen | MA Resident

Yes No | Yes No | Yes No

Name of Principal | Residential Address | SSN | DOB

Title and or Position | Percentage of Ownership | Director/ LLC Manager | US Citizen | MA Resident

Yes No | Yes No | Yes No

CRIMINAL HISTORY

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

ITEM #8

FY28 BUDGET
SWALLOW UNION ROOF

Town of Dunstable

FY2028

Operating Budget Updates

Thursday, October 8, 2026

Joint Select Board and Advisory Board Meeting

Changes and Updates Since Forecast

Groton Dunstable Regional School District FY28 Operating Assessment Increase

FY28 Forecast **Projected 8.2% operating assessment increase: $744,760**

Updated to 9.2% increase: $835,584

Variance of $90,824

Changes and Updates Since Forecast

Group Health Insurance - MIIA

FY28 Forecast **Projected 12% increase in health insurance:** **$45,000**

MIIA projection 10.5% average increase: **$39,375**

MIIA recommended FY28 budget placeholder: **14% or $52,500**

Expense variance range of $5,625 below to $7,500 above forecast

FY28

Budget Working Group Update

Town of Dunstable

Budget Working Group Composition

Dunstable

Dunstable Town Administrator
Chair, Select Board
Chair, Advisory Board

Groton

Groton Town Manager
Select Board Member
Chair, Finance Committee
Groton Finance Team

GDRSD

School Superintendent
Assistant Superintendent
Director of Finance and Administration
Chair, GDRSD School Committee

Meetings

Monthly to-date

- July 9, 2026
- August 26, 2026
- September 30, 2026

Progress

Towns will require an override to fund town and school budgets at level service
Continued refinement of budget projections in both towns and school district
Significant discussion regarding override amounts and approach
Desire to balance budget while avoiding further reductions

Override Options Discussed and Considered

- One-year override request for FY28
- Three-year override request for FY28-FY30
- Three-year tiered override request for FY28-FY30
- Some combination of options above

Communities Reviewed

Grafton

Requested and approved a $5,000,000 override ($1,114,629 for FY27)

Override intended to cover 5 years

Has track record of passing general overrides every 5-6 years

The last 2 overrides adopted were planned to last 5 years and were stretched for an additional year

Melrose

Requested and approved a multi-tiered, multi-year override

Override will cover 3 years

The tiered ballot format allowed voters to vote on three amounts ($9.3M, $11.9M, and $13.5M); the highest amount receiving a majority "yes" vote ($13.5 million) went into effect.

Tiers were defined as strengthen, repair, and stabilize options

FY25 override request failed at the ballot

Marblehead

Requested and approved a multi-tiered, multi-year override

Override will cover 3 years

The tiered ballot format allowed voters to vote on three amounts ($9M, $12M, and $15M); the highest amount receiving a majority "yes" vote ($15 million) went into effect.

Tiers were defined as invest, build, and partial restore options

Last override was FY06; loss in FY12, FY23, and FY24

FY28

General Override Review

Town of Dunstable

FY26 Override Data

Communities Requesting Overrides	57
Communities with at least one Passed Override	29
Communities with at least one Failed Override	31

*3 communities had both yes and no outcomes- Paxton, Royalston, Winchendon

Total Wins	36
Total Losses	43
Total Votes	79
Win Rate	45.57%

% of towns/cities seeking override	16.24%
	1 of every 6.16 communities

FY27 Override Data

Communities Requesting Overrides	55
Communities with at least one Passed Override	37
Communities with at least one Failed Override	21

*3 communities had both yes and no outcomes- Southampton, Spencer, and Stoneham

Total Wins	52
Total Losses	33
Total Votes	85
Win Rate	61.18%

% of towns/cities seeking override	15.67%
	1 of every 6.4 communities

FY28

General Override Review

Town of Dunstable

Dunstable Override Data

- 10 of 18 overrides have passed since 1990 (55.6%)
- 8 of the last 10 overrides passed
- In FY24, $301,162 request failed by 6 votes
- FY25's $2.07 million request was the latest loss
- FY26's $480,841 override passed with 60% support

Fiscal Year	Win / Loss	Yes Votes	No Votes	Description	Amount
1990	WIN	170	124	Consulting Fees For Plan/Close Landfill	46,000
1991	WIN	267	257	Fund Town's Share/Reg.Sch.Dist Budget	143,036
1991	LOSS	114	417	Reconstruct/Resurface Street	18,000
1991	LOSS	115	420	Purchase Computer Hardware/Software	19,600
1991	LOSS	234	303	Fund Reg. Sch. District	143,036
1991	LOSS	190	346	Highway Dept. Salaries	33,500
1992	LOSS	148	267	Conservation Fund	5,000
1992	LOSS	195	222	Share Of Budget For Dunstable-Groton Reg	30,838
1994	WIN	314	308	Additional Taxes For Regional School	125,000
2003	WIN	380	293	Groton-Dunstable Reg School Assessments	139,714
2008	WIN	627	349	General Operating Expenditures	79,494
2009	WIN	398	274	Snow Removal Deficit	220,758
2015	WIN	459	304	Supplementing The Total Town Operating Budget	200,000
2017	WIN	395	326	Operating Expense For GDRSD	475,000
2022	WIN	243	205	Fund Police Budget	125,000
2025	LOSS	520	648	Operating Budget Of Town And Schools	2,074,351
2026	WIN	534	355	Operating Budget Of Town And Schools	480,841

*2024 override request is missing from the chart

A 3-tier, 3-year approach

Groton is currently considering a 3-tier, 3-year approach to the override

Level Service Budget Scenario

Restoration Budget Scenario

Investment Budget Scenario

A 3-tier, 3-year approach

In the restore/investment scenario, the GDRSD would include previously reduced positions based on current need and anticipated needs for FY28 and FY29.

In sum, the school would look to restore:

- 6.6 FTEs in FY28
- 1 FTE in FY29.

The GDRSD would also include new literacy curriculum in FY28 and FY29 and programmatic enhancements in FY29.

The Kindergarten fee would also be removed.

- Dunstable's FY28 GDRSD operating assessment is ESTIMATED to increase by 9.2% which equates to a $835,584 increase, and in FY29 and FY30 a 9.2% increase in the operating assessment is estimated, to maintain level services.

- With these additional restorations and investments, the Town's FY28 operating assessment is ESTIMATED to increase by 12.3% which equates to a $1,117,139 increase, and in FY29 the operating assessment will increase by 10.5%, and in FY30, 9.2%.

FY28

General Override Review

Town of Dunstable

Initial Forecast Override Amounts

FY28	$302,719
FY29	$578,665
FY30	$609,985
Override Total	**$1,491,369**

Updated Forecast - Level Services

FY28	$393,544
FY29	$683,022
FY30	$729,544
Override Total	**$1,806,110**

Restoration and Investment

FY28	$675,099
FY29	$834,481
FY30	$759,027
Override Total	**$2,268,607**

Variance - Updated Level Services vs. Restore and Invest

FY28	281,555
FY29	151,459
FY30	29,483
Override Total	**462,497**

FY28

Additional Override Requirements

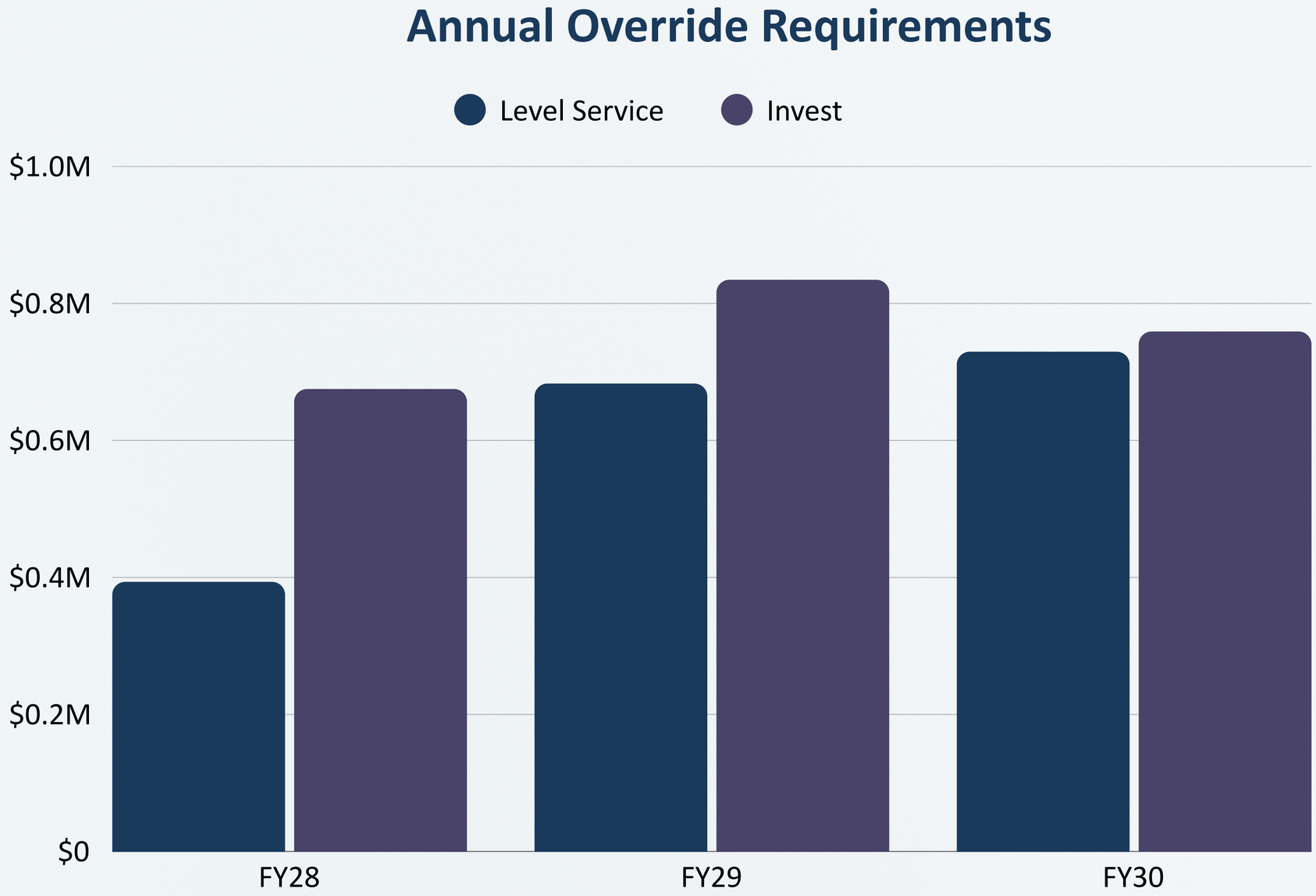
Town of Dunstable

FY28
-$393,544 Level
-$675,099 Invest

FY29
-$683,022 Level
-$834,481 Invest

FY30
-$729,544 Level
-$759,027 Invest

Total 3-year Override
-$1,806,110 Level
-$2,268,607 Invest



Tax Impact Estimates:

- 3-year staged overrides
- Based on existing average home at $745,483
- Excluded debt included
- CPA is not included

Note: This remains a preliminary planning document and not yet a proposed FY28 budget. All figures are planning estimates and will change as certified revenues, assessments, insurance rates, and other information becomes available.

FY28

Dunstable tax impact ESTIMATES

Town of Dunstable

Without override

Fiscal year	Tax rate	Rate increase	Annual tax bill	Bill increase	Bill increase %	Increase vs FY27	Override vs no
FY2027	$14.09		$10,503.85			$0.00	$0.00
FY2028	$14.43	$0.34	$10,757.41	$253.56	2.4%	$253.56	$0.00
FY2029	$14.74	$0.31	$10,986.01	$228.60	2.1%	$482.16	$0.00
FY2030	$15.09	$0.36	$11,252.98	$266.97	2.4%	$749.13	$0.00

FY28

Dunstable tax impact ESTIMATES

Town of Dunstable

Level service override

Fiscal year	Tax rate	Rate increase	Annual tax bill	Bill increase	Bill increase %	Increase vs FY27	Override vs no
FY2027	$14.09		$10,503.85			$0.00	$0.00
FY2028	$14.84	$0.75	$11,064.97	$561.12	5.3%	$561.12	$307.56
FY2029	$15.86	$1.02	$11,826.19	$761.23	6.9%	$1,322.34	$840.19
FY2030	$16.99	$1.12	$12,663.97	$837.77	7.1%	$2,160.12	$1,410.99

Restoration and Investment

Fiscal year	Tax rate	Rate increase	Annual tax bill	Bill increase	Bill increase %	Increase vs FY27	Override vs no
FY2027	$14.09		$10,503.85			$0.00	$0.00
FY2028	$15.14	$1.05	$11,285.01	$781.16	7.4%	$781.16	$527.60
FY2029	$16.32	$1.18	$12,166.52	$881.51	7.8%	$1,662.67	$1,180.51
FY2030	$17.48	$1.16	$13,031.84	$865.33	7.1%	$2,527.99	$1,778.87

FY28

Dunstable tax impact ESTIMATES

Town of Dunstable

Annual tax increase breakdown

Fiscal year	No-override increase	Additional increase: level service	Total increase: level service	Additional increase: invest	Total increase: invest
FY2028	**$253.56**	$307.56	**$561.12**	$527.60	**$781.16**
FY2029	**$228.60**	$532.63	**$761.23**	$652.91	**$881.51**
FY2030	**$266.97**	$570.81	**$837.77**	$598.36	**$865.33**

Not currently incorporated:

- Final GLTRHS assessments (operating, debt)
- Final state aid/assessments
- Final Health Insurance rates
- Certified FY27 and FY28 new growth
- Formal departmental budget requests

Note: This remains a preliminary planning document and not yet a proposed FY28 budget. All figures are planning estimates and will change as certified revenues, assessments, insurance rates, and other information becomes available.

Groton-Dunstable Regional School District

Memorandum

To: Jason Silva, Town Administrator
Dunstable Select Board
Dunstable Advisory Board
From: Sherry Kersey, Director of Finance & Operations
Geoff Bruno, Superintendent of Schools
Lacey McCabe, School Committee Chair
RE: Swallow Union Roof Update
Date: October 22, 2026

As you continue your discussions on upcoming operational budget funding options for the town and the school district, I wanted to bring you up to speed on where we are on the roof repair at Swallow Union.

The school district applied for an Accelerated Repair Project (ARP) with the Massachusetts School Building Authority (MSBA) in March 2025 for a partial roof repair/replacement for the Swallow Union Elementary School to address ongoing roof leaks and deteriorated conditions.

On October 29, 2025, the MSBA Board of Director invited us to participate in the ARP program for Schematic Design phase of a partial roof repair/replacement at Swallow Union. We were assigned a MSBA representative in February 2026.

During one of the Spring 2026 tri-board meetings in Dunstable, there appeared to be a lot of interest in supporting a whole building renovation. In response to that meeting, the school committee submitted an application for a CORE renovation project. The MSBA contacted us and said we could only participate in one project at a time. Since we had already been invited into the ARP program for the roof repair, it made sense to stick with the ARP project at this time.

On May 27, 2026, the School Committee voted to appropriate up to $150,000 from Capital Stabilization Fund to pay for the cost of OPM and architect expenses needed for Schematic Design phase.

In September 2026, the MSBA set the reimbursement rate of our project at 51.0%. We also learned that the MSBA performs ADA compliance reviews and will pay 100% of those upgrades up to a threshold of 30% of the assessed value of the building.

Engineers and architects are still working on the Schematic Design documents to present to the MSBA board for approval to the next phase. Rough estimates as of today have the roof repairs at just under $2 million (Dunstable would need a debt exclusion of 51% of that) and ADA compliance upgrades (such as bathrooms, exterior doors, all door handles to name a few) are currently around $1 million (100% funded by MSBA). These are just verbal preliminary numbers today and are subject to change, but it is good to know the range for discussion purposes.

The Schematic Design will be scheduled to go before the MSBA Board of Directors on April 28, 2027. If approved, the Town will have 90 days to secure funding of the project. As with any MSBA project, the TOTAL amount of the project gets brought to the voters, even though the amount that Dunstable will be fiscally responsible to borrow is much less. Annual Town Meeting will be on or around May 10, 2027 which is within the 90-day window. If the appropriation passes at ATM, a ballot vote to raise the funds will also be needed.

ITEM #9

CEMETERY FENCE REPAIR CONTRACT

Central Cemetery Fence Repair and Repainting

Bidder	Price	Complete	Email
F and F Pro Painting Corp	**$37,900.00**	**Y**	**franklinvillanueva57@gmail.com**
WBE Fence Company Inc	$56,890.00	Y	wbefence@gmail.com
ATE Painting	$59,900.00	Y	atepainting@yahoo.com
Katco Contracting Inc	$84,000.00	Y	katcocontracting@gmail.com

TOWN OF DUNSTABLE

CONTRACT FOR PUBLIC WORKS IMPROVEMENTS

This contract ("Contract") is entered this _____day of _____, 20__, by and between the **Town of Dunstable**, a duly organized Massachusetts municipal corporation with a business address of 511 Main Street, Dunstable MA 01827 (the "Town"), and F&F Pro Painting Corp., 51 Lowell Street, Methuen, MA 01844 (the "Contractor"). The Town and the Contractor are together the "Parties" and individually a "Party."

WHEREAS, in accordance with MGL c. 30, §39M, the Town publicly solicited for bids for the completion of "Central Cemetery Fence Restoration and Painting" (the "Project");

WHEREAS, the Contractor submitted a bid to complete the Project that was acceptable to the Town; and

WHEREAS, by entering this Contract, the Contractor represents to the Town that it has the skill, experience, equipment and manpower necessary to complete the Project in accordance with the terms and requirements set forth herein.

NOW THEREFORE, in consideration of the mutual exchange of promises set forth below and for other good and valuable consideration, the Town and the Contractor hereby agree as follows:

1. Scope of Work: The Contractor shall provide all labor, materials and equipment and perform all work required by the plans and specifications and attached hereto as Exhibit A.

2. Commencement and Completion of the Project: The Contractor shall commence work under this Contract within ten days from the date of execution of this Contract (the date of Commencement). **The Contractor shall obtain Substantial Completion of the Project within thirty (30) days from the date of Commencement. Time is of the essence for the completion of the Project.**

3. Contract Sum: The Town shall pay the Contractor, in current funds, for the performance of the work, subject to Additions and Deductions by approved Change Order(s) (if any), the Contract Sum of:

   Thirty Seven Thousand Nine Hundred Dollars

   ($37,900).

4. Appropriation: This Contract is subject to an appropriation being available therefore.

5. Payments and Retainage (MGL c. 30, §39F and §39G). The Contractor shall submit a written invoice upon completion of the project. The Contractor shall supply any additional information as may reasonably be required by the Owner to clarify, substantiate or otherwise explain the work completed or the amount payable.

6. Insurance:

    a. Prior to commencing any work, the Contractor shall deliver to the Town/Town evidence of insurance coverage in the amounts set forth in the Bidding Documents or, if not so specified, as follows:

        i. General Liability with minimum limits of $1,000,000 per occurrence/$2,000,000 aggregate written on an occurrence basis.

        ii. Auto Liability (including owned, hired and non-owned autos): $1,000,000 combined single limit (each accident).

        iii. Excess Liability: $2,000,000 minimum limits in excess of underlying limits. The umbrella shall be no more restrictive than underlying coverage.

        iv. Worker's Compensation and Employer's Liability per Commonwealth of Massachusetts statutory limits.

    b. The Contractor shall provide the Town with suitable evidence of the required insurance coverage prior to commencement of any work. This insurance shall be written by a company licensed to do business in the state of Massachusetts with a minimum A.M. Best rating of A- VII. Each policy shall provide for written notification to the Town at least thirty (30) days prior to termination, material change or restrictive amendments. The coverage's and limits are to be considered minimum requirements under this contract and in no way limit the liability of the Contractor.

7. Standard of Performance: The work performed under this Contract shall be rendered in conformity with the standards of the trade and shall be professional and of the highest fabrication and installation quality in all respects. Substandard fabrication and installation quality shall be deemed a breach of this Contract.

8. Safety Standards: The Contractor acknowledges that the Project involves public property. The Contractor shall provide protection to members of the public at all times while performing work on the Project in accordance with OSHA regulations, and shall contact the Town's Police Department if any public safety details protection may be necessary.

9. Guarantees:

    a. The Contractor guarantees the work under this Contract and the materials furnished by it for use in connection therewith to be free from defects or flaws for one year after the completion of the Contract. It is expressly understood, however, that this guarantee provision shall not absolve the Contractor from any liability to the Town arising out of a failure to substantially comply with the terms of the Contract.

    b. If at any time within said guaranty period, any part of the work constructed under the terms of this Contract shall in the opinion of the Town require repair due to defective work or materials furnished by the Contractor, the Town may notify the Contractor in writing to make the required repairs. If the Contractor shall neglect to start such

repairs within ten days of the date of receipt of notice thereof and to complete the same to the satisfaction of the Town with reasonable dispatch, then the Town may employ other persons to make such repairs. The Town shall charge the expense thereof to the Contractor and may use any moneys still retained to pay for the same, and if such sum is insufficient, the Contractor shall be obligated to pay the balance thereof.

10. Indemnification: Notwithstanding the availability and policy limits of any insurance, the Contractor hereby agrees to defend, indemnify and hold harmless, including attorneys fees, the Town, its officers and employees ("Indemnified Parties") against any claims made or legal actions brought against an Indemnified Party(ies) by any person or entity as a result of or arising from injuries, damages, expenses and losses actually or allegedly incurred by such a person or entity ("Liabilities") arising out of or relating to the Contractor's performance or failure to perform pursuant to this Contract, except where the Liabilities are the result of the Indemnified Party's own direct and sole negligence. This obligation shall survive the termination, completion or expiration of this Contract. The Contractor shall promptly notify the Town of any claim or action brought in connection with this Contract and thereupon shall promptly take over and defend any such claim or action.

11. Remedies of the Town:

    a. If the Contractor shall provide services in a manner which are not to the satisfaction of the Town, the Town may request that the Contractor redo the work at no additional cost to the Town until approved by the Town. If the Contractor shall fail to provide such services or shall provide services which are not satisfactory to the Town, in the alternative, may make any reasonable purchase or contract to purchase services in substitution of those due from the Contractor. The Town may deduct the cost of any substitute contract or nonperformance of services together with incidental and consequential damages from the contract price and shall withhold such damages from sums due to become due. If after reasonable effort, the Town is unable to make any reasonable purchase or contract in substitution thereof, the Town may require the Contractor to deliver all completed work to date.

    b. If the damages sustained by the Town as determined by the Town exceed sums due or to become due, the Contractor shall pay the difference to the Town upon demand.

12. Post-Completion: Upon the completion of the Project, the Contractor shall at his own expense remove all equipment, temporary Contractor's buildings and sheds, fencing, rubbish and waste material in and about the area that has been worked and he shall leave the premises and the work performed all in a neat and proper condition.

13. Schedule: Before commencing the Project, the Contractor shall, if required, submit a schedule of operations for approval by the Town. The schedule shall show the methods and order of operations that the Contractor proposes to use. The approval of the schedule by the Town shall not be construed as relieving the Contractor from any responsibility.

14. Unanticipated Delay: Should the Contractor be obstructed or delayed in the prosecution of the work by any act or neglect on the part of the Town, or as a result of damage which may be caused by lightning, earthquake, rain, storm, or cyclone, then the time fixed for completion may be extended for a period equivalent to the time lost by reason of any of the foregoing causes. No such extension shall be made unless a claim therefor is presented in writing to the Town within forty-eight hours of the occurrence of such delay. The Contractor shall have no claim against the Town for damages on account of such delay. The duration of the extension itself must be certified in writing by the Town.

15. The Contract Documents: The following, together with this Contract, form the Contract and all are as fully a part of the Contract as if attached to this Contract or herein repeated: the Advertisement of the Invitation for Bids, the Bidding Documents, including the Contractor's completed Bid Form, the Contract Forms, the Statutory Provisions for Public Construction in Massachusetts (attached as Exhibit B) and the plans and specifications attached as Exhibit A.

16. Termination:

    a. If the Contractor shall be adjudged a bankrupt, or if he shall make a general assignment for the benefit of his creditors, or if a receiver of his property shall be appointed, or if the work to be done under the Contract shall be abandoned, or if the Contract or any part thereof shall be sublet without the previous written consent of the Town, or if the Contract or any claim thereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time the Town's Town Administrator shall be of the opinion that the work, or any part thereof, is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of the Contract, the Town's Town Administrator, for and in behalf of the Town, may notify the Contractor to discontinue all work, or any part thereof; and thereupon the Contractor shall discontinue such work or such part thereof as the Town's Town Administrator may designate, remove his equipment, tools, supplies and materials as the Town's Town Administrator directs, and the Town may thereupon, by contract or otherwise, as it may determine, complete the work, or such part thereof, and charge the entire expense of so completing the work or any part thereof to the Contractor.

    b. If the Town's Town Administrator shall certify by written notice to the Contractor that the rate of progress is not satisfactory, the Town may, instead of notifying the Contractor to discontinue all of the work or any part thereof, notify him from time to time to increase the force, equipment and plant, or any of them, employed on the whole or any part of the work, stating the amount of increase required. Unless the Contractor shall, within five days after such notice, increase his force, equipment and plant to the extent required therein, and maintain and employ the same from day to day until the completion of the work or such part thereof, or until the conditions of the work or such part thereof, or until the conditions as to the rate of progress shall, in the opinion of the Town's Town Administrator, be fulfilled, the Town may employ and direct the labors of such additional force, equipment and plant as may, in the opinion of the Town's Town Administrator, be necessary to insure the completion of the work or such part thereof within the time specified or at the earliest possible date thereafter, and charge the expense thereof to the Contractor. Neither the notice from

the Town's Town Administrator to the Contractor to increase his force, equipment or plant nor the employment of additional force, equipment or plant by the Town shall be held to prevent a subsequent notice to the Contractor from the Town to discontinue the work under the provisions of the preceding portion of this section.

c. All expenses charged under this section shall be deducted by the Town out of moneys then due or to become due the Contractor under this Contract, or any part thereof. In such accounting the Town shall not be obligated to obtain the lowest figures for the work of completed the Contract or any part thereof, or for insuring its proper completion, and all sums actually paid by the Town shall be charged to the Contractor. If the expense so charged is greater than the sum which would have been payable under the Contract, if the same had been completed by the Contractor, then the Contractor shall pay the amount of the excess to the Town upon completion of the work and without further demand being made therefor.

d. This contract may be terminated at any time for the convenience of the Town at the option of the Town by delivering or mailing to the Contractor at the Contractor's business address a written notice of termination setting forth the date, not less than seven (7) days after the date of such delivery or mailing; when such termination for convenience occurs, the Contractor shall be compensated for all services rendered to the effective date of said termination in accordance with the rates of compensation specified in this contract.

e. The Contractor shall not be relieved of liability to the Town by virtue of any termination of this Contract and any claim for damages against the Contractor relating to the Contractor's performance under this Contract shall survive any termination hereunder.

17. Authority to Authorize Change Orders and Adjustments: The Contractor shall perform all the work required in conformity with the plans and specifications provided by the Town. This Contract may be amended only by a written Change Order, mutually agreed upon and duly executed by the parties hereto. No modifications, waiver or alternation of the Contract or any term herein shall be enforceable unless it is in writing, as a Change Order, and duly executed by both the Town and the Contractor. An executed Change Order shall constitute a final settlement of all matters relating to the change in the work that is the subject of the Change Order.

18. Assignment: The Contractor shall not assign, subcontract, or in any way transfer any interest in this Contract without the prior written consent of the Town.

19. Massachusetts Law: This Contract shall be construed in accordance with and shall be governed by the laws of the Commonwealth of Massachusetts. Wherever applicable law mandates the inclusion of any term into a contract for the Project, this Contract shall be deemed to include such term or. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities, towns and/or Towns, such law or regulation shall control.

20. Prevailing Wages: This Contract is subject to the Massachusetts Prevailing Wage Statute, M.G.L. c. 149, § 27 and the Contractor shall pay applicable wages as set forth in the schedule of wages included in the Bidding Documents.

21. REAP Certification: Pursuant to M.G.L. c. 62C, § 49A, the individual signing this Contract on behalf of the Contractor certifies, under the penalties of perjury, that, to the best of his/her knowledge and belief, the Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

22. Conflict of Interest: The Contractor's attention is called to M.G.L. c. 268A. The Contractor shall not act in collusion with any Town officer, agent, employee, or any party regarding this Contract, nor shall the Contractor make gifts regarding this Contract or any other matter in which the Town has a direct or substantial interest.

23. Independent Contractor: The Town and the Contractor intend that the relationship established between them pursuant to this Contract shall be that of client and independent contractor. No agent, employee, or servant of the Contractor shall be or shall be deemed to be an employee, agent or servant of the Town. For the limited purposes of M.G.L. c. 268A, the Contractor shall be considered a "municipal employee."

24. Liability of Public Officials: To the full extent permitted by law, no official, employee, agent or representative of the Town shall be individually or personally liable on any obligation of the Town under this contract.

25. Notices: All notices under this Contract shall be in writing and shall be deemed received (i) upon delivery in hand, (ii) one business day after being sent by reputable overnight delivery or courier service providing for receipted delivery, or (iii) two business days after being sent by certified or registered mail, return receipt requested, postage prepaid, or (iv) the same business day after being sent by facsimile with confirmation of receipt; and addressed as follows:

    To the Town:

        Town Administrator
        511 Main Street
        Dunstable MA 01827

    To the Contractor:

        Franklin Villanueva
        Founder and CEO
        F&F Pro Painting Corp.
        51 Lowell Street.
        Methuen, MA 01844

26. Entire Contract: This Contract constitutes the entire Contract between the parties with respect to the matters addressed herein.

[Signatures on Next Page]

EXECUTED by the parties and effective as of the date first written above.

TOWN OF DUNSTABLE

By: _____
_____,
Ron Mikol, Duly Authorized by Vote of the Dunstable Select Board on
_____

_____

By: _____
Name: Franklin Villanueva
Title: Founder and CEO

[Attach evidence of Authority]

Certification Pursuant to M.G.L. c. 44, § 31C:

Funds for this Contract are available
in Account No. _____

By: _____

EXHIBIT A

Project Overview

The Town of Dunstable is seeking a qualified contractor to repair, selectively replace, prepare, prime, and paint approximately 750 linear feet of historic wood fencing at Central Cemetery. The purpose of the work is to restore the fence to a sound condition while preserving its historic design, materials, proportions, and appearance. All work is subject to review and acceptance by the Town and the Dunstable Cemetery Commission.

The Contractor shall furnish all labor, supervision, materials, tools, equipment, transportation, temporary protection, containment, cleanup, and disposal necessary to provide a complete project, whether or not every incidental item is expressly identified in this Scope of Work.

Existing Conditions and Estimated Quantities

The quantities below are estimates for bidding and comparison purposes. Bidders shall inspect the site and verify conditions before bidding. The Contractor shall take final field measurements before fabricating or ordering replacement components. It should be noted that the Town believes there are sections of the fence that will require lead paint remediation to successfully complete the work.

Component	**Estimated Quantity**
Fence to be prepared and painted	Approximately 750 feet
Wood pickets approximately 25 inches long	Approximately 50 each
Front bottom boards approximately 5 1/2 inches wide	Approximately 240 feet
Back bottom boards approximately 2 by 6 inches	Approximately 30 feet
Cedar top boards or rails approximately 8 3/4 inches wide	Approximately 165 feet
Boards beneath top boards 2 by 6 inches	Approximately 20 feet
Loose or failed joints or unions above granite posts	Approximately 40

The Contractor shall not perform work beyond the authorized quantities without prior written approval from the Town.

Required Work

1. Inspect the entire fence and identify deteriorated, damaged, loose, or missing components. Coordinate with the Town before removing or replacing any component and identify any variations between this scope of work and inspection findings.

2. Remove only those components approved by the Town for replacement. Preserve sound historic material wherever and whenever possible.

3. Repair and securely refasten loose but re-usable components. Repair approximately 40 loose or failed joints or unions located above the granite posts.

4. Replace authorized deteriorated or missing components with wood components that match the existing fence in dimensions, profile, configuration, spacing, workmanship, and appearance.

5. Use heat-treated pine for replacement fence sections and components, except that replacement top boards or rails need to be cedar. All replacement wood shall be exterior grade and free from defects.

6. Remove loose, peeling, cracked, or failed paint by methods appropriate for historic woodwork. Clean and scrape, and otherwise prepare surfaces to provide a clean, dry, sound surface for priming and painting.

7. Prime all exposed bare wood, repaired areas, and replacement wood with the approved oil-based exterior wood primer. Prime replacement pieces before installation where surfaces will become inaccessible.

8. Apply the approved exterior finish paint in the color and sheen selected by the Town. Apply not fewer than two finish coats and any additional coats required for a uniform, fully covered finish consistent with the manufacturer's written instructions.

9. Paint all exposed faces, edges, ends, joints, and accessible surfaces. Completed work shall be free of runs, drips, marks, overspray, missed areas, and surface defects.

10. Protect granite posts, monuments, markers, graves, vegetation, and property throughout the work.

11. Collect and remove paint chips, deteriorated wood, containers, and all project debris daily. Legally dispose of all waste and leave the site clean and restored upon completion.

Historic Preservation Requirements

All work shall preserve the historic character of the fence. Before fabrication or installation, the Contractor shall obtain the Town's approval of each type of replacement component. Replacement components shall:

- Be constructed of wood only;

- Match the corresponding original component in size, shape, profile, spacing, and visible appearance;
- Replicate existing decorative and construction details; and
- Be installed without altering the historic configuration of the fence or damaging the granite posts.

Any non-wood replacement materials are not permitted. Removal of sound historic material for convenience is not permitted.

Painting and Primer Requirements

The basis-of-design products are Benjamin Moore oil-based exterior wood primer and Benjamin Moore exterior finish paint, or approved equals. The identification of Benjamin Moore establishes the minimum standard of quality and is not intended to restrict competition or require a proprietary product.

A proposed equal shall be at least equal to the basis-of-design product in quality, durability, appearance, adhesion, weather resistance, service life, suitability for historic exterior wood, and compatibility with the existing substrate and the complete coating system. The primer and finish coats shall be compatible products approved by their manufacturer for use together.

A bidder proposing an equal product shall identify it in the bid and provide manufacturer, product name and number, technical data sheets, safety data sheets, application requirements, and other information reasonably requested by the Town. The Town shall determine whether a proposed product is equal. Approval of an equal does not relieve the Contractor from meeting any requirement of the Contract Documents. No product substitution may be made after award without the Town's prior written approval.

The final paint color and sheen shall be selected or approved by the Town before materials are ordered. Coatings shall be applied in accordance with the manufacturer's written instructions, including requirements for surface moisture, temperature, weather conditions, drying time, and recoating.

Nails

All new nails shall be stainless steel and appropriate for the wood species and application. Nails shall be installed to prevent staining, corrosion, splitting, loosening, and paint bleed-through. Exposed fasteners shall be located and finished to match the historic work.

Submittals and Test Section

Before work begins, the Contractor shall submit the following for the Town's review:

- Product data for proposed wood, nails, primer, finish paint, and related materials;
- A sample, detailed photograph, or shop drawing for each proposed replacement component;

- Paint color and sheen samples;
- The proposed surface-preparation and paint-containment methods; and
- Any proposed equal products and supporting equivalency documentation not previously submitted with the bid.

The Contractor shall complete a representative test section showing the proposed preparation, repair, priming, and finish painting. Full-scale work shall not proceed until the Town accepts the test section.

Site Protection and Operations

The cemetery will remain in use during the project. The Contractor shall coordinate its schedule with the Town, maintain safe access, and promptly comply with any direction to suspend or relocate work to accommodate cemetery activities. Work areas, materials, and equipment shall be secured and safe at the end of each workday.

The Contractor shall not disturb graves, monuments, markers, granite posts, landscaping, or other cemetery property. Damage caused by the Contractor shall be reported immediately and repaired or replaced at the Contractor's expense to the Town's satisfaction.

Environmental and Safety Requirements

Because of the age of the fence, existing paint coatings may contain lead. Unless testing accepted by the Town establishes otherwise, the Contractor shall treat the coatings as potentially lead-containing and comply with all applicable federal, state, and local requirements governing worker protection, public protection, containment, collection, handling, transportation, and disposal.

Surface preparation shall use effective ground and adjacent-surface containment. Paint chips, dust, and debris shall not be permitted to enter the cemetery grounds. Uncontrolled dry scraping, sanding, or abrasive blasting are prohibited. The Contractor is responsible for all required licenses, permits, training, safety measures, and documentation applicable to its work.

Discovery of Additional Deterioration

If hidden deterioration or damage beyond the estimated quantities is discovered, the Contractor shall stop the affected work, protect the area, and notify the Town. Additional work shall not proceed without written authorization. Any change to the scope of work or on-site conditions requires a written change order approved by the Town before performance.

Inspection and Acceptance

The Town may inspect the work at any time. The Contractor shall correct rejected materials or workmanship at no additional cost. Before final acceptance, the Contractor shall complete all punch-list items, remove temporary protection and equipment, clean the site, and provide any warranties and closeout documents required by the Contract Documents.

Warranty

The Contractor shall provide a warranty for labor and materials for one year from the Town's written final acceptance. The warranty shall cover defective workmanship, loose or failed repairs, premature coating failure, peeling, blistering, and failure of replacement materials, excluding damage caused by abuse, vandalism, or conditions outside the Contractor's control. Warranty corrections shall be completed promptly and at no additional cost to the Town.

EXHIBIT B

STATUTORY PROVISIONS FOR
PUBLIC CONSTRUCTION CONTRACTS IN MASSACHUSETTS

The following provisions are required by or are intended to be consistent with requirements of Massachusetts statutes governing public construction contracts in the Commonwealth of Massachusetts (hereinafter referred to as the "Commonwealth"). Any other provisions required by statute to be included herein shall be deemed to be so included. In addition, the parties recognize that other rights, duties, and obligations with respect to public construction contracts are provided for by statute, notwithstanding the fact that they are not provided for in the Contract.

In case of conflict between the provisions of these Statutory Provisions and other provisions in the Contract, the provisions of these Statutory Provisions shall govern. In case of conflict between the provisions of these Statutory Provisions and the provisions of any applicable statute, the statutory provisions shall govern.

Where the terms "Awarding Authority" or "Contracting Authority" appear in the following paragraphs, it shall be taken as meaning the Town. Where the term "General Contractor" appears in the following paragraphs, it shall be taken as meaning the Contractor.

ARTICLE I - PAYMENT, CONTRACT ADMINISTRATION, etc.

1.1 Specifications – "or equal" (Statutory reference: c. 30, §39M). Where products or materials are prescribed by manufacturer name, trade name, or catalog reference, the word "or approved equal" shall be understood to follow. An item shall be considered equal to the item so named or described if, in the opinion of the Architect:

a. it is at least equal in quality, durability, appearance, strength and design;

b. it performs at least equally the function imposed in the general design for the Work; and

c. it conforms substantially, even with deviations, to the detailed requirements for the items as indicated by the specifications.

Any structural or mechanical changes made necessary to accommodate substituted equipment under this paragraph shall be at the expense of the Contractor or Subcontractor responsible for the Work item. See other paragraphs of General and Supplement to General Conditions for procedures to be used in determining compliance with the standards of this paragraph.

1.2 Delays. (Statutory reference: c.30, §39O). This Paragraph 1.2 applies to every contract subject to M.G.L. c.30, §39M and to every contract subject to c.149, §§44A through 44H.

Except as otherwise provided by law and by this Paragraph 1.2, the Contractor shall not be entitled to damages on account of any hindrances or delays, avoidable or unavoidable; but if such delay be occasioned by the Awarding Authority, the Contractor may be entitled to an extension of time only, in which to complete the Work, to be determined by the Architect. In the event a suspension, delay, interruption or failure to act of the Awarding Authority increases the cost of performance to any Subcontractor, that Subcontractor shall have the same rights against the Contractor for payment for an increase in the cost of his performance as provisions (a) and (b) give the Contractor against the Awarding Authority, but nothing in provisions (a) and (b) shall in any way change, modify or alter any other rights which the Contractor or the Subcontractor may have against each other.

(a) The Awarding Authority may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as it may determine to be appropriate for the convenience of the Awarding Authority; provided, however, that if there is a suspension, delay or interruption for fifteen days or more or due to a failure of the Awarding Authority to act within the time specified in this Contract, the Awarding Authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract but shall not include any profit to the Contractor on such increase; and provided further, that the Awarding Authority shall not make any adjustment in the contract price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions.

(b) The Contractor must submit the amount of a claim under provision (a) to the Awarding Authority in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of Final Payment under this Contract, and except for costs due to a suspension order, the Awarding Authority shall not approve any costs in the claim incurred more than twenty days before the Contractor notified the Awarding Authority in writing of the actor failure to act involved in the claim.

1.3 Deviations. (Statutory reference: M.G.L. c.30, §39I). This Paragraph 1.3 applies to every contract for the construction, alteration, maintenance, repair or demolition of, or addition to, any public building or public works for the Commonwealth or any political subdivision thereof.

The Contractor shall perform all the Work required by this contract in conformity with the plans and specifications contained herein. No willful and substantial deviation from said plans and specifications shall be made unless authorized in writing by the Awarding Authority or by the engineer or architect in charge of the Work who is duly authorized by the Awarding Authority to approve such deviations. In order to avoid delays in the

prosecution of the Work required by such contract such deviation from the plans or specifications may be authorized by a written order of the Awarding Authority or such engineer or architect so authorized to approve such deviation. Within thirty days thereafter, such written order shall be confirmed by a certificate of the Awarding Authority stating: (1) If such deviation involves any substitution or elimination of materials, fixtures or equipment, the reasons why such materials, fixtures or equipment were included in the first instance and the reasons for substitution or elimination, and, if the deviation is of any other nature, the reasons for such deviation, giving justification therefor; (2) that the specified deviation does not materially injure the project as a whole; (3) that either the Work substituted for the Work specified is of the same cost and quality, or that an equitable adjustment has been agreed upon between the Awarding Authority and the Contractor and the amount in dollars of said adjustment; and (4) that the deviation is in the best interest of the Awarding Authority. Such certificate shall be signed under the penalties of perjury and shall be a permanent part of the file record of the Work contracted for.

1.4 Finality of Decisions by Awarding, Authority or Architect (Statutory reference: M.G.L. c.30, §39J). This Paragraph 1.4 applies to every contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or public works by the Commonwealth or by any county, city, district, board, commission, or other public body, when the amount of the contract exceeds the amount stated in M.G.L. c.30, §39J.

Notwithstanding any contrary provision of this contract, no decision by the Awarding Authority or by the Architect on a dispute, whether of fact or of law, arising under said contract shall be final or conclusive if such decision is made in bad faith, fraudulently, capriciously, or arbitrarily, is unsupported by substantial evidence, or is based upon error of law.

1.5 Differing Site Conditions (Statutory reference: M.G.L. c.30, §39N). This Paragraph 1.5 applies to every contract subject to M.G.L. c.30, §39M and to every contract subject to M.G.L. c.149, §§44A through 44H.

If, during the progress of the Work, the Contractor or the Awarding Authority discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the Contract Documents, either the Contractor or the Awarding Authority may request an equitable adjustment in the contract price of the contract applying to Work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a Contractor, or upon its own initiative, the Awarding Authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the Contract Documents or from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the plans and Contract Documents and are of such a nature as to cause an increase or decrease in the cost of

performance of the Work or a change in the construction methods required for the performance of the Work which results in an increase or decrease in the cost of the Work, the Awarding Authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly.

1.6 Timely Decision by Awarding Authority (Statutory reference: M.G.L. c.30, §39P). This Paragraph 1.6 applies to every contract subject to M.G.L. c.30, §39M and to every contract subject to M. G. L. c.149, §§44A through 44H.

In every case in which this contract requires the Awarding Authority, any official, its architect or engineer to make a decision on interpretation of the specifications, approval of equipment, material or any other approval, or progress of the Work, the decision shall be made promptly and, in any event, no later than thirty days after the written submission for decision; but if such decision requires extended investigation and study, the Awarding Authority, the official, architect or engineer shall, within thirty days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty-day period and the date by which the decision will be made.

1.7 Certificate of Appropriation (Statutory reference: M.G.L. c.44, §31C). This Paragraph 1.7 applies to contracts for construction, reconstruction, alteration, remodeling, repair or demolition of any public building or public work by any city or town costing more than the amount set forth in M.G.L. c.44, §31C.

This contract shall not be deemed to have been made until the auditor or accountant or other official of the city or town having similar duties has certified thereon that an appropriation in the amount of this contract is available therefor. No order to the Contractor for a change in or addition to the Work, whether in the form of a drawing, plan, detail or any other written instruction, unless it is an order which the Contractor is willing to perform without any increase in the contract price, shall be deemed to be given until the auditor or accountant, or other officer of the Awarding Authority having similar duties, has certified thereon that an appropriation in the amount of such order is available therefor, but such certificate shall not be taken as an admission by the Awarding Authority of its liability to pay for such Work. The certificate of the auditor or accountant or other officer of the Awarding Authority having similar duties, that an appropriation in the amount of such order is available shall bar any defense by the Awarding Authority on the ground of insufficient appropriation.

1.8 Method of Payment – **Building Projects** (Statutory reference: M.G.L. c.30, §39K).

Every contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building by the commonwealth, or by any county, city, town, district, board, commission or other public body, when the amount is more than five thousand dollars in the case of the commonwealth and more than two thousand dollars in the case of any county, city, town, district, board, commission or other public body, shall contain the following paragraph:

Within fifteen days (30 days in the case of the commonwealth, including local housing authorities) after receipt from the Contractor, at the place designated by the Awarding Authority if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the Awarding Authority will make a periodic payment to the Contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the Contractor has title or to which a subcontractor has title and has authorized the Contractor to transfer title to the Awarding Authority, upon certification by the Contractor that he is the lawful owner and that the materials are free from all encumbrances, but less (1) a retention based on its estimate of the fair value of its claims against the Contractor and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, and less (3) a retention not exceeding five per cent of the approved amount of the periodic payment.

After the receipt of a periodic estimate requesting final payment and within sixty-five days after (a) the Contractor fully completes the work or substantially completes the work so that the value of the work remaining to be done is, in the estimate of the Awarding Authority, less than one per cent of the original contract price, or (b) the Contractor substantially completes the work and the Awarding Authority takes possession for occupancy, whichever occurs first, the Awarding Authority shall pay the Contractor the entire balance due on the contract less (1) a retention based on its estimate of the fair value of its claims against the Contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, or based on the record of payments by the Contractor to the subcontractors under this contract if such record of payment indicates that the Contractor has not paid subcontractors as provided in section thirty-nine F of MGL c. 30. If the Awarding Authority fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of three percentage points above the rediscount rate than charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the Contractor; provided, that no interest shall be due, in any event, on the amount due on a periodic estimate for final payment until fifteen days (twenty-four days in the case of the commonwealth) after receipt of such a periodic estimate from the Contractor, at the place designated by the Awarding Authority if such a place is so designated. The Contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

The Awarding Authority may make changes in any periodic estimate submitted by the Contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, but such changes or any requirement for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided, that the Awarding Authority may, within seven days after receipt, return to the Contractor for correction, any periodic estimate which is not in the required form or which contains

computations not arithmetically correct and, in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter. The provisions of section thirty-nine G shall not apply to any contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building to which this section applies.

All periodic estimates shall be submitted to the Awarding Authority, or to its designee as set forth in writing to the Contractor, and the date of receipt by the Awarding Authority or its designee shall be marked on the estimate. All periodic estimates shall contain a separate item for each filed subtrade and each sub-subtrade listed in sub-bid form as required by specifications and a column listing the amount paid to each subcontractor and sub-subcontractor as of the date the periodic estimate is filed. The person making payment for the Awarding Authority shall add the daily interest provided for herein to each payment for each day beyond the due date based on the date of receipt marked on the estimate.

A certificate of the architect to the effect that the Contractor has fully or substantially completed the work shall, subject to the provisions of section thirty-nine J, be conclusive for the purposes of this section.

Notwithstanding the provisions of this section, at any time after the value of the work remaining to be done is, in the estimation of the Awarding Authority, less than 1 per cent of the adjusted contract price, or the Awarding Authority has determined that the Contractor has substantially completed the work and the Awarding Authority has taken possession for occupancy, the Awarding Authority may send to the general Contractor by certified mail, return receipt requested, a complete and final list of all incomplete and unsatisfactory work items, including, for each item on the list, a good faith estimate of the fair and reasonable cost of completing such item. The general Contractor shall then complete all such work items within 30 days of receipt of such list or before the contract completion date, whichever is later. If the general Contractor fails to complete all incomplete and unsatisfactory work items within 45 days after receipt of such items furnished by the Awarding Authority or before the contract completion date, whichever is later, subsequent to an additional 14 days' written notice to the general Contractor by certified mail, return receipt requested, the Awarding Authority may terminate the contract and complete the incomplete and unsatisfactory work items and charge the cost of same to the general Contractor and such termination shall be without prejudice to any other rights or remedies the Awarding Authority may have under the contract. The Awarding Authority shall note any such termination in the evaluation form to be filed by the Awarding Authority pursuant to the provisions of section 44D of chapter 149.

1.9 Direct Payment (Statutory reference: M.G.L. c.30, §39F). This Paragraph 1.9 applies to every contract awarded pursuant to M.G.L. c.149, §§44A through 44H, and (with the exception of Subparagraph 1.9.9) to every contract awarded pursuant to M.G.L. c.30, §39M.

1.9.1 Forthwith after the Contractor receives payment on account of a periodic estimate, the Contractor shall pay to each Subcontractor the amount paid for the labor performed and the materials furnished by that Subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the Subcontractor by the Contractor.

1.9.2 Not later than the sixty-fifth day after each Subcontractor substantially completes his Work in accordance with the plans and specifications, the entire balance due under the subcontract, less amounts retained by the Awarding Authority as the estimated cost of completing the incomplete and unsatisfactory items of Work, shall be due the Subcontractor; and the Awarding Authority shall pay that amount to the Contractor. The Contractor shall forthwith pay to the Subcontractor the full amount received from the Awarding Authority less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the Subcontractor by the Contractor.

1.9.3 Each payment made by the Awarding Authority to the Contractor pursuant to Subparagraphs 1.9.1 and 1.9.2 of this Paragraph 1.9 for the labor performed and the materials furnished by a Subcontractor shall be made to the Contractor for the account of that Subcontractor; and the Awarding Authority shall take reasonable steps to compel the Contractor to make each such payment to each such Subcontractor. If the Awarding Authority has received a demand for direct payment from a Subcontractor for any amount which has already been included in a payment to the Contractor or which is to be included in a payment to the Contractor for payment to the Subcontractor as provided in subparagraphs 1.9.1 and 1.9.2, the Awarding Authority shall act upon the demand as provided in this Paragraph 1.9.

1.9.4 If, within seventy days after the Subcontractor has substantially completed the subcontract Work, the Subcontractor has not received from the Contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the Contractor, less any amount retained by the Awarding Authority as the estimated cost of completing the incomplete and unsatisfactory items of Work, the Subcontractor may demand direct payment of that balance from the Awarding Authority. The demand shall be by a sworn statement delivered to or sent by certified mail to the Awarding Authority, and a copy shall be delivered to or sent by certified mail to the Contractor at the same time. The demand shall contain a detailed breakdown of the balance, due under the subcontract and also a statement of the status of completion of the subcontract Work. Any demand made after substantial completion of the subcontract Work shall be valid even if delivered or mailed prior to the seventieth day after the Subcontractor has substantially completed the subcontract work. Within ten days after the Subcontractor has delivered or so mailed the demand to the Awarding Authority and delivered or so mailed a copy to the Contractor, the Contractor may reply to the demand. The reply shall be a sworn statement delivered to or sent by certified mail to the Awarding Authority, and a copy shall be delivered to or sent by certified mail to the Subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract, including any amount due for extra labor and

materials furnished to the Contractor and of the amount due for each claim made by the Contractor against the Subcontractor.

1.9.5 Within fifteen days after receipt of the demand by the Awarding Authority, but in no event prior to the seventieth day after substantial completion of the subcontract work, the Awarding Authority shall make direct payment to the Subcontractor of the balance due under the subcontract, including any amount due for extra labor and materials furnished to the Contractor, less any amount (i) retained by the Awarding Authority as the estimated cost of completing the incomplete or unsatisfactory items of work, (ii) specified in any court proceedings barring such payment, or (iii) disputed by the Contractor in the sworn reply; provided that the Awarding Authority shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by Subparagraph 1.9.4. The Awarding Authority shall make further direct payments to the Subcontractor forthwith after the removal of the basis for deduction from direct payments made as provided in parts (i) and (ii) of this subparagraph.

1.9.6 The Awarding Authority shall forthwith deposit the amounts deducted from a direct payment as provided in part (iii) of Subparagraph 1.9.5 in an interest-bearing joint account in the names of the Contractor and the Subcontractor in bank in Massachusetts selected by the Awarding Authority or agreed upon by the Contractor and the Subcontractor and shall notify the Contractor and the Subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the Contractor and the Subcontractor or as determined by decree of a court of competent jurisdiction.

1.9.7 All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account or accounts in a bank pursuant to Subparagraph 1.9.6 shall be made out of amounts payable to the Contractor at the time of receipt of a demand for direct payment from a Subcontractor and out of amounts which later become payable to the Contractor and in the order of receipt of such demands from subcontractors. All direct payments shall discharge the obligation of the Awarding Authority to the Contractor to the extent of such payment.

1.9.8 The Awarding Authority shall deduct from payments to a Contractor amounts which, together with the deposits in interest-bearing accounts pursuant to subparagraph 1.9.6, are sufficient to satisfy all unpaid balances of demands for direct payment received from Subcontractors. All such amounts shall be earmarked for such direct payments, and the Subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the Contractor.

1.9.9. If the Subcontractor does not receive payment as provided in Subparagraph 1.9.1 or if the Contractor does not submit a periodic estimate for the value of the labor or materials performed or furnished by the Subcontractor and the Subcontractor does not receive payment for same when due less the deductions provided for in Subparagraph 1.9.1, the Subcontractor may demand direct payment by following the procedure in subparagraph

1.9.4 and the Contractor may file a sworn reply as provided in that same Subparagraph. A demand made after the first day of the month following that for which the Subcontractor performed or furnished the labor and materials for which the Subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the Contractor. Thereafter the Awarding Authority shall proceed as provided in Subparagraphs 1.9.5, 1.9.6, 1.9.7 and 1.9.8.

1.9.10 Any assignment by a Subcontractor of the rights under this section to a surety company furnishing a bond under the provisions of M.G.L. c.149, §29 shall be invalid. The assignment and subrogation rights of the surety to amounts included in a demand for direct payment which are in the possession of the Awarding Authority or which are on deposit pursuant to Subparagraph 1.9.6 shall be subordinate to the rights of all Subcontractors who are entitled to be paid under this section and who have not been paid in full.

1.9.11 "Subcontractor" as used in this Paragraph 1.9, (i) for contracts awarded as provided in M.G.L. C.149, §§44A-44H, inclusive, shall mean a person who files a sub-bid and receives a subcontract as a result of that filed sub-bid or who is approved by the Awarding Authority in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the Contractor, (ii) for contracts awarded as provided in M.G.L. c.30, §39M, paragraph (a) shall mean a person approved by the Awarding Authority in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the Contractor, and (iii) for contracts with the Commonwealth not awarded as provided in M.G.L. c.149, §§44A-44H. inclusive, shall also mean a person contracting with the Contractor to supply materials used or employed in a public works project for a price in excess of five thousand dollars ($5,000.00).

1.9.12 A Contractor or a Subcontractor shall enforce a claim to any portion of the amount of a demand for direct payment deposited as provided in subparagraph 1.9.6 by a petition in equity in the superior court against the other and the bank shall not be a necessary party. A Subcontractor shall enforce a claim for direct payment or a right to require a deposit as provided in subparagraph 1.9.6 by a petition in equity in the superior court against the awarding authority and the Contractor shall not be a necessary party. Upon motion of any party the court shall advance for speedy trial any petition filed as provided in this paragraph. M.G.L. c.231, §§59 and 59B shall apply to such petitions. The court shall enter an interlocutory decree upon which execution shall issue for any part of a claim found due pursuant to §§59 and 59B and, upon motion of any party, shall advance for speedy trial the petition to collect the remainder of the claim. Any party aggrieved by such interlocutory decree shall have the right to appeal therefrom as from a final decree. The court shall not consolidate for trial the petition of any Subcontractor with the petition of one or more Subcontractors or the same general contract unless the court finds that a substantial portion of the evidence of the same events during the course of construction (other than the fact that the claims sought to be consolidated arise under the same general contract) is applicable to the petitions sought to be consolidated and that such consolidation will prevent unnecessary duplication of evidence. A decree in any such

proceeding shall not include interest on the disputed amount deposited in excess of the interest earned for the period of any such deposit. No person except a Subcontractor filing a demand for direct payment for which no funds due the Contractor are available for direct payment shall have a right to file a petition in a court of equity against the awarding authority claiming a demand for direct payment is premature, and such Subcontractor must file the petition before the awarding authority has made a direct payment to the Subcontractor and has made a deposit of the disputed portion as provided in part (iii) of Subparagraph 1.9.5 and in Subparagraph 1.9.6.

1.9.13 In any petition to collect any claim for which a Subcontractor has filed a demand for direct payment the court shall, upon motion of the Contractor, reduce by the amount of any deposit of a disputed amount by the awarding authority as provided in part (iii) of Subparagraph 1.9.5 and in Subparagraph 1.9.6 any amount held under a trustee writ or pursuant to a restraining order or injunction.

Payments – **Public Works Projects** (Statutory Reference: MGL Section 39G).

1.9.14 Upon substantial completion of the work required by a contract with the commonwealth, or any agency or political subdivision thereof, for the construction, reconstruction, alteration, remodeling, repair or improvement of public ways, including bridges and other highway structures, sewers and, water mains, airports and other public works, the contractor shall present in writing to the awarding authority its certification that the work has been substantially completed. Within twenty-one days thereafter, the awarding authority shall present to the contractor either a written declaration that the work has been substantially completed or an itemized list of incomplete or unsatisfactory work items required by the contract sufficient to demonstrate that the work has not been substantially completed. The awarding authority may include with such list a notice setting forth a reasonable time, which shall not in any event be prior to the contract completion date, within which the contractor must achieve substantial completion of the work. In the event that the awarding authority fails to respond, by presentation of a written declaration or itemized list as aforesaid, to the contractor's certification within the twenty-one day period, the contractor's certification shall take effect as the awarding authority's declaration that the work has been substantially completed.

1.9.15 Within sixty-five days after the effective date of a declaration of a substantial completion, the awarding authority shall prepare and forthwith send to the contractor for acceptance a substantial completion estimate for the quantity and price of the work done and all but one per cent retainage on that work, including the quantity, price and all but one per cent retainage for the undisputed part of each work item and extra work item in dispute but excluding the disputed part thereof, less the estimated cost of completing all incomplete and unsatisfactory work items and less the total periodic payments made to date for the work. The awarding authority also shall deduct from the substantial completion estimate an amount equal to the sum of all demands for direct payment filed by subcontractors and not yet paid to subcontractors or deposited in joint accounts pursuant to section thirty-nine F, but no contract subject to said section thirty-nine F shall contain any other

provision authorizing the awarding authority to deduct any amount by virtue of claims asserted against the contract by subcontractors, material suppliers or others.

1.9.16 If the awarding authority fails to prepare and send to the contractor any substantial completion estimate required by this section on or before the date herein above set forth, the awarding authority shall pay to the contractor interest on the amount which would have been due to the contractor pursuant to such substantial completion estimate at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston from such date to the date on which the awarding authority sends that substantial completion estimate to the contractor for acceptance or to the date of payment therefor, whichever occurs first. The awarding authority shall include the amount of such interest in the substantial completion estimate.

1.9.17 Within fifteen days after the effective date of the declaration of substantial completion, the awarding authority shall send to the contractor by certified mail, return receipt requested, a complete list of all incomplete or unsatisfactory work items, and, unless delayed by causes beyond his control, the contractor shall complete all such work items within forty-five days after the receipt of such list or before the then contract completion date, whichever is later. If the contractor fails to complete such work within such time, the awarding authority may, subsequent to seven days' written notice to the contractor by certified mail, return receipt requested, terminate the contract and complete the incomplete or unsatisfactory work items and charge the cost of same to the contractor.

1.9.18 Within thirty days after receipt by the awarding authority of a notice from the contractor stating that all of the work required by the contract has been completed, the awarding authority shall prepare and forthwith send to the contractor for acceptance a final estimate for the quantity and price of the work done and all retainage on that work less all payments made to date, unless the awarding authority's inspection shows that work items required by the contract remain incomplete or unsatisfactory, or that documentation required by the contract has not been completed. If the awarding authority fails to prepare and send to the contractor the final estimate within thirty days after receipt of notice of completion, the awarding authority shall pay to the contractor interest on the amount which would have been due to the contractor pursuant to such final estimate at the rate hereinabove provided from the thirtieth day after such completion until the date on which the awarding authority sends the final estimate to the contractor for acceptance or the date of payment therefor, whichever occurs first, provided that the awarding authority's inspection shows that no work items required by the contract remain incomplete or unsatisfactory. Interest shall not be paid hereunder on amounts for which interest is required to be paid in connection with the substantial completion estimate as hereinabove provided. The awarding authority shall include the amount of the interest required to be paid hereunder in the final estimate.

1.9.19 The awarding authority shall pay the amount due pursuant to any substantial completion or final estimate within thirty-five days after receipt of written acceptance for such estimate from the contractor and shall pay interest on the amount due pursuant to such estimate at the rate hereinabove provided from that thirty-fifth day to the date of

payment. Within 15 days, 30 days in the case of the commonwealth, after receipt from the contractor, at the place designated by the awarding authority, if such place is so designated, of a periodic estimate requesting payment of the amount due for the preceding periodic estimate period, the awarding authority shall make a periodic payment to the contractor for the work performed during the preceding periodic estimate period and for the materials not incorporated in the work but delivered and suitably stored at the site, or at some location agreed upon in writing, to which the contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority, upon certification by the contractor that he is the lawful owner and that the materials are free from all encumbrances. The awarding authority shall include with each such payment interest on the amount due pursuant to such periodic estimate at the rate herein above provided from the due date. In the case of periodic payments, the contracting authority may deduct from its payment a retention based on its estimate of the fair value of its claims against the contractor, a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, and a retention to secure satisfactory performance of the contractual work not exceeding five per cent of the approved amount of any periodic payment, and the same right to retention shall apply to bonded subcontractors entitled to direct payment under section thirty-nine F of chapter thirty; provided, that a five per cent value of all items that are planted in the ground shall be deducted from the periodic payments until final acceptance.

1.9.20 No periodic, substantial completion or final estimate or acceptance or payment thereof shall bar a contractor from reserving all rights to dispute the quantity and amount of, or the failure of the awarding authority to approve a quantity and amount of, all or part of any work item or extra work item.

1.9.21 Substantial completion, for the purposes of this section, shall mean either that the work required by the contract has been completed except for work having a contract price of less than one per cent of the then adjusted total contract price, or substantially all of the work has been completed and opened to public use except for minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the work required by the contract.

ARTICLE 2 - WAGES AND EMPLOYMENT PRACTICES

2.1 Preference To Veterans and Citizens In Public Works; Rate of Wages. (Statutory reference: M.G.L. c.149, §26). This Paragraph applies to every contract or subcontract for the construction of public works by the Commonwealth or by a county, town or district, or by persons contracting or subcontracting for such works.

2.1.1 In the employment of mechanics and apprentices, teamsters, chauffeurs and laborers, in the construction of public works by the Commonwealth or by a county, town, authority or district, or by persons contracting or subcontracting such work, preference shall first be given to citizens of the Commonwealth who have been residents of the Commonwealth for at least six months at the commencement of their employment, who are male veterans

as defined in M.G.L. c.4, §7, clause 43, and who are qualified to perform the work to which the employment relates; and secondly, to citizens of the Commonwealth generally who have been residents of the Commonwealth for at least six months at the commencement of their employment, and if they cannot be obtained in sufficient numbers, then to citizens of the United States, and every contract for such work shall contain a provision to this effect. Each county, town, authority or district in the construction of public works, or persons contracting or subcontracting for such works, shall give preference to veterans and citizens who are residents of such county, town or district.

2.1.2 The rate per hour of the wages paid to said mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works shall not be less than the rate or rates of wages to be determined by the Commissioner of Labor and Industries as hereinafter provided; provided, that the wages paid to laborers employed on said works shall not be less than those paid to laborers in the municipal service of the town or towns where said works are being constructed; provided, further, that where the same public work is to be constructed in two or more towns, the wages paid to laborers shall not be less than those paid to laborers in the municipal service of the town paying the highest rate; provided further, that if, in any of the towns where the works are to be constructed, a wage rate or wage rates have been established in certain trades and occupations by collective agreements or understandings between organized labor and employers, the rate or rates to be paid on said works shall not be less than the rates so established; provided, further, that in towns where no such rate or rates have been so established, the wages paid to mechanics, teamsters, chauffeurs and laborers on public works, shall not be less than the wages paid to the employees in the same trades and occupations by private employers engaged in the construction industry. This section shall also apply to regular employees of the Commonwealth or of a county, town, authority or district, when such employees are employed in the construction, addition to or alteration of public buildings for which special appropriations of more than one thousand dollars are provided. Payments by employers to health and welfare plans, pension plans and supplementary unemployment benefit plans under collective bargaining agreements or understandings between organized labor and employers shall be included for the purpose of establishing minimum wage rates as herein provided.

2.2 List of Jobs; Classifications; Determination of Rate of Wages; Schedule. (Statutory reference: M.G.L. c.149, §27). This Paragraph applies to every contract or subcontract for the construction of public works by the Commonwealth, or by a county, town or district.

The Commissioner of Labor and Industries shall prepare, for the use of such public officials or public bodies whose duty it shall be to cause public works to he constructed, a list of the several jobs usually performed on various types of public works upon which mechanics and apprentices, teamsters, chauffeurs and laborers are employed, including the transportation of gravel or fill to the site of said public works, or the removal of surplus gravel or fill from such site. The Commissioner shall classify said jobs, and he may revise such classifications from time to time, as he may deem advisable. Prior to

awarding a contract for the construction of public works, said public official or public body shall submit to the Commissioner a list of the jobs upon which mechanics and apprentices, teamsters, chauffeurs, and laborers are to be employed, and shall request the Commissioner to determine the rate of wages to be paid on each job. Said rates shall apply to all persons engaged in transporting gravel or fill to the site of said public works or removing gravel or fill from such site, regardless of whether such persons are employed by a contractor or subcontractor, or are independent contractors or owner-operators. The Commissioner, subject to the provisions of Paragraph 2.1 of these Statutory Conditions, shall proceed forthwith to determine the same, and shall furnish said official or public body with a schedule of such rate or rates of wages as soon as said determination shall have been made. In advertising or calling for bids for said works, the awarding official or public body shall incorporate said schedule in the advertisement or call for bids by an appropriate reference thereto, and shall furnish a copy of said schedule without cost, to any person requesting the same. Said schedule shall be made a part of the contract for said works and shall continue to the minimum rate or rates of wages for said employees during the life of the contract. Any person engaged in the construction of said works shall cause a legible copy of said schedule to be kept posted in a conspicuous place at the site of said works during the life of the contract. The aforesaid rates of wages in the schedule of wage rates shall include payments by employers to health and welfare plans, pension plans and supplementary unemployment benefit plans as provided in the previous section, and such payments shall be considered as payments to persons under this section performing Work as herein provided. Any employer engaged in the construction of such works who does not make payments to a health and welfare plan, a pension plan and a supplementary unemployment benefit plan, where such payments are included in said rates of wages, shall pay the amount of said payments directly to each employee engaged in said construction. Whoever shall pay less than said rates of wages, including payments to health and welfare funds and pension funds, or the equivalent payment in wages, on said works, to any person performing the Work within classifications as determined by the Commissioner of Labor and Industries, and whoever, for himself, or as representative, agent or officer of another, shall take or receive for his own use or the use of another person, as a refund, rebate or gratuity, or in any other guise, any part or portion of the wages, including payments to health and welfare funds and pension funds, or the equivalent payment in wages, paid to any such person for Work done or service rendered on said public works, shall be punished or shall be subject to a civil citation or order as provided in M.G.L. c. 149, §27C. The president or treasurer of a corporation and any officers or agents having the management of such corporation shall also be deemed to be employers of the employees of any corporation within the meanings of M.G.L. c. 149, §27B, inclusive.

When an investigation by the attorney general's office reveals that a Contractor or Subcontractor has violated this section by failing to pay said rates of wages, including payments to health and welfare funds and pensions funds, or the equivalent payment in wages, on said works to any person performing work within classifications as determined by the Commissioner of Labor and Industries, or that a Contractor or Subcontractor has, for himself, or as a representative, agent or officer of another, taken or received for his own use or the use of any other person, as a rebate, refund or gratuity, or in any other

guise, any portion of the wages, including payments to health and welfare funds and pension funds, or the equivalent payment in wages, paid to any such person for work done or service rendered on said public works, the attorney general may, upon written notice to the Contractor or Subcontractor, and after a hearing thereon, order work halted on the part of the contract on which such wage violations occurred, until the defaulting Contractor or Subcontractor has filed with the attorney general's office a bond in the amount of such penal sum as the attorney general shall determine, conditioned upon payment of said rate or rates of wages, including payments to health and welfare funds and pension funds, or the equivalent in wages, on said works to any person performing work within classifications as determined by the Commissioner of Labor and Industries.

Any employee claiming to be aggrieved by a violation of this section may, at the expiration of ninety days after the filing of a complaint with the attorney general, or sooner if the attorney general assents in writing, and within three years of such violation, institute and prosecute in his own name and on his own behalf, or for himself and for others similarly situated, a civil action for injunctive relief and any damages incurred, including treble damages for any loss of wages and other benefits. Any employee so aggrieved and who prevails in such an action shall be entitled to an award of the costs of the litigation and reasonable attorneys' fees.

2.3 Employment Records To Be Kept By Contractor, Subcontractors; Statement Of Compliance. (Statutory reference: M.G.L. c.149, §27B). This Paragraph applies to every contract or subcontract for the construction of public works by the Commonwealth, or by a county, town or district.

Every contractor, subcontractor or public body engaged in said public works to which Paragraph 2.2 of these Statutory Conditions applies shall keep a true and accurate record of all mechanics and apprentices, teamsters, chauffeurs and laborers employed thereon, showing the name, address and occupational classification of each such employee on said works, and the hours worked by, and the wages paid to, each such employee, and shall furnish to the Commissioner of Labor and Industries, upon his request, a copy of said record, signed by the employer or his authorized agent under the penalties of perjury. Such records shall be open to inspection by any authorized representative of the Department of Labor and Industries at any reasonable time, and as often as may be necessary. Every contractor and subcontractor required to keep such a record shall submit a copy of said record to the Awarding Authority on a weekly basis.

Each such Contractor, Subcontractor or public body shall preserve its payroll records for a period of three years from the date of completion of the contract.

Each such Contractor, Subcontractor or public body shall furnish to the Commissioner of Labor and Industries within fifteen days after completion of its portion of the work a statement, executed by the Contractor, Subcontractor or public body or by any authorized officer or employee of the Contractor, Subcontractor or public body who supervises the payment of wages, in the following form:

_____, 20__

(Date)

STATEMENT OF COMPLIANCE

I, _____
(Name of signatory party) (Title)

do hereby state;

That I pay or supervise the payment of the persons employed by

_____
(Contractor, subcontractor or public body)

on the _____
(building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty-nine of the General Laws.

Signature_____

Title_____

The above mentioned copies of payroll records and statements of compliance shall be available for inspection by any interested party filing a written request to the Contractor for such inspections.

2.4 Wages of Operators of Rented Equipment; Agreements; Penalty. (Statutory reference: M.G.L. c.149, §27F). This Paragraph applies to every contract for the construction of public works by the Commonwealth, or by a county, city, town or district.

No agreement of lease, rental or other arrangement, and no order or requisition under which a truck or any automotive or other vehicle or equipment is to be engaged in public works by the commonwealth or by a county, city, town or district, shall be entered into or given by any public official or public body unless said agreement, order, or requisition contains a stipulation requiring rates of wages, as determined by the commissioner, to be paid to the operator of said trucks, vehicles, or equipment. Any such agreement, order, or requisition which does not contain said stipulation shall be invalid, and no payment shall be made thereunder. Said rates of wages shall be requested of said commissioner by said public official or public body, and shall be furnished by the commissioner in a schedule containing classifications of jobs, and the rate of wages to be paid for each job. Said rates of wages shall include payments to health and welfare plans, or, if no such plan is in

effect between employers and employees, the amount of such payments shall be paid directly to said operators.

Whoever shall pay less than said rates of wages, including payments to health and welfare funds, or the equivalent payment in wages, on said works, and whoever accepts for his own use, or for the use of any other person, as a rebate, gratuity, or in any other guise, any part or portion of said wages or health and welfare funds, shall have violated this section and shall be punished or shall be subject to a civil citation or order as provided in M.G.L. c. 149, §27C.

2.5 Reserve Police Officers. (Statutory reference: M.G.L. c.149, §34B). This Paragraph 2.5 applies to every contract for the construction, alteration, maintenance, repair or demolition of, or addition to, any public works for the Commonwealth or any political subdivision thereof.

The Contractor shall pay to any reserve police officer employed by him in any city or town the prevailing rate of wages paid to regular police officers in such city or town.

2.6 Eight-Hour Day, etc. (Statutory reference: M.G.L. c.149, §§30, 34, and 34A). This Paragraph 2.6 applies only to contracts which are subject to the provisions of the aforesaid Sections of the Massachusetts General Laws.

No laborer, worker, mechanic, foreman or inspector working within this Commonwealth in the employ of the Contractor, Subcontractor or other person doing or contracting to do the whole or part of the work contemplated by the contract, shall be required or permitted to work more than eight hours in any one day or more than forty-eight hours in any one week, or more than six days in any one week, except in cases of extraordinary emergency.

2.7 Lodging, etc. (Statutory reference: M.G.L. c.149, §25) This Paragraph applies to every contract for the doing of public Work with the Commonwealth, a county, city, or town, or with a department, board, commission, or officer acting therefor.

Every employee under this contract shall lodge, board and trade where and with whom he elects, and neither the Contractor nor his agents or employees shall, either directly or indirectly, require as a condition of the employment of any person that the employee shall lodge, board or trade at a particular place or with a particular person.

2.8 Access to Contractor's Records. (Executive Order No. 195). This paragraph applies to every contract for the purchase of services or materials by any agency, bureau, board, commission, institution, or department of the Commonwealth.

The Governor or his designee, the secretary of administration and finance, and the state auditor or his designee shall have the right at reasonable times and upon reasonable notice to examine the books, records and other compilations of data of the Contractor which pertain to the performance and requirements of this contract.

2.9 Worker's Compensation Insurance. (Statutory reference: M.G.L. c.149, §34A). This Paragraph 2.9 applies to every contract for the construction, alteration, maintenance, repair or demolition of, or addition to, any public building or other public works for the Commonwealth or any political subdivision thereof.

The Contractor shall, before commencing performance of the contract, provide by insurance for the payment of compensation and the furnishing of other benefits under M.G.L. c.152 to all persons to be employed under the contract, and the Contractor shall continue such insurance in full force and effect during the term of the contract. Sufficient proof of compliance with this Paragraph 2.9 must be furnished at the time of execution of this contract. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the contract and shall operate as an immediate termination thereof. No cancellation of such insurance, whether by the insurer or by the insured, shall be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Awarding Authority at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice.

3.0 OSHA Training. (Statutory reference: MGL c. 30, §39S).

(a) As used in this section the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. Any person submitting a bid for, or signing a contract to work on, the construction, reconstruction, alteration, remodeling or repair of any public work by the commonwealth, or political subdivision thereof, or by any county, city, town, district, or housing authority, and estimated by the awarding authority to cost more than $10,000, and any person submitting a bid for, or signing a contract to work on, the construction, reconstruction, installation, demolition, maintenance or repair of any building by a public agency, estimated to cost more than $10,000, shall certify on the bid, or contract, under penalties of perjury, as follows:

(1) that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;

(2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and

(3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

(b) Any employee found on a worksite subject to this section without documentation of successful completion of a course in construction safety and health approved by the

United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal.

ARTICLE 3 - EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

(Statutory reference: M.G.L. c.151 B; Executive Orders No. 74, No. 116, and No. 246)

3.1 Definitions. For purposes of this contract, "minority" refers to Asian-Americans, Blacks, Spanish Surnamed Americans, North American Indians, and Cape Verdeans. "Commission" refers to the Massachusetts Commission Against Discrimination.

3.2 Non-Discrimination and Affirmative Action Requirements. During the performance of his contract, the Contractor and all of (his) Subcontractors (hereinafter collectively referred to as the Contractor), for himself, his assignees, and successors in interest, agree as follows:

3.2.1 In connection with the performance of Work under this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, age or sex. The aforesaid provision shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment advertising; recruitment layoff, termination; rates of pay or other forms of compensation; conditions or privileges of employment; and selection for apprenticeship. The Contractor shall post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the Commission setting forth the provisions of the Fair Employment Practices Law of the Commonwealth.

3.2.2 In connection with the performance of Work under this contract, the Contractor shall undertake in good faith affirmative action measures designed to eliminate any discriminatory barriers in the terms and conditions of employment on the grounds of race, color, religious creed, national origin, age or sex, and to eliminate and remedy any effects of such discrimination in the past. Such affirmative action shall entail positive and aggressive measures to ensure equal opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff or termination, rate of compensation, and in-service or apprenticeship training programs. This affirmative action shall include all action required to guarantee equal employment opportunity for all persons, regardless of race, color, religious creed, national origin, age, or sex. A purpose of this provision is to ensure to the fullest extent possible an adequate supply of skilled tradesmen for this and future Commonwealth public construction projects.

3.3. Non-Discrimination. The Contractor, in the performance of all Work after award, and prior to completion of the contract Work, will not discriminate on grounds of race, color, religious creed, national origin, age or sex in employment practices, in the selection or retention of Subcontractors, or in the procurement of materials and rentals of equipment.

4.0 Records. The Contractor shall maintain records for the Project in accordance with the requirements of MGL c. 30 § 39R.

EXHIBIT C

Bid received from F&F Pro Painting Corp.

EXHIBIT D

Prevailing Wage Rate Sheets

EXHIBIT E

Invitation for Bids and Addenda Issued

F&F PRO PAINTING CORP.

Resulting in Excellence



PREPARED FOR

Town of Dunstable

PREPARED BY

Franklin Villanueva, CEO

OCTOBER 19TH, 2026

Dear Mr. Silva and Members of the Select Board,

F&F Pro Painting Corp. is pleased to submit our formal bid response for the Central Cemetery Fence Restoration and Painting project for the total lump-sum price of **$37,900.00**. We have thoroughly examined the Invitation for Bids, along with Addendum #1 and Addendum #2, and hereby formally acknowledge receipt and full consideration of all project addenda.

As a Massachusetts-registered domestic profit corporation in good standing since 2019, F&F Pro Painting Corp. brings over 6 years of hands-on construction and painting expertise, supported by an operational structure of 14+ skilled professionals. We understand that the Town of Dunstable seeks a qualified contractor to repair, selectively replace, prepare, prime, and paint approximately 750 linear feet of historic wood fencing at Central Cemetery while rigorously preserving its historic design, proportions, materials, and appearance.

Our organization eliminates municipal execution risk by translating core capabilities into direct benefits for the Town:

- **Proven Municipal Track Record:** We have successfully delivered public restoration and coating projects for Massachusetts municipalities, including the Town of Wareham, the City of Salem, and the City of Springfield.
- **Historic Wood Preservation & Technical Standards:** In strict adherence to project specifications and Addendum #2, our team will utilize approved exterior-grade heat-treated pine and cedar components matching existing profiles, perform secure joint refastening above granite posts without altering historic stonework, and apply professional Benjamin Moore exterior wood primers and finish coatings.
- **Safety, Compliance, and Insurance Assurance:** Every field technician on our team holds OSHA 10-Hour construction safety certification, ensuring full compliance with M.G.L. c. 30, §39S and safe operations in an active public cemetery environment. Additionally, we maintain comprehensive commercial general liability, automobile, umbrella, and statutory workers' compensation insurance coverage.
- **Schedule and Execution Discipline:** We are fully prepared to mobilize promptly upon contract execution and authorization, maintaining steady progress to ensure project completion by November 30, 2026.

Enclosed with this cover letter, please find our completed Price Quote Form, Certificate of Non-Collusion, Revenue Enforcement and Protection (REAP) Certification, OSHA Training Certification, Addenda Acknowledgment Form, 5% bid deposit, and required business references.

We welcome the opportunity to partner with the Town of Dunstable to restore and protect this historic community landmark with the highest standards of craftsmanship.

Sincerely,

Franklin Villanueva
Founder & CEO
F&F Pro Painting Corp.

51 Lowell Street, Methuen, MA 01844
(781) 632-2415 | franklinvillanueva57@gmail.com

Company Overview

Since 2019, F&F Pro Painting Corp. has delivered professional interior, exterior, and remodeling services throughout Massachusetts and New England. Led by founder and CEO Franklin Villanueva, our team combines hands-on craftsmanship with a dedicated project management structure to meet tight deadlines without compromising quality.

2019	200+	14+
Year Founded	Projects Completed	Team Professionals

Why Choose F&F Pro Painting

Fully Insured — complete liability coverage on every job.

Free, No-Obligation Estimates — clear pricing before work begins.

OSHA-Certified Crew — 10-Hour construction safety training for all field staff.

Scope of Work

Services Included

F&F Pro Painting Corp. proposes a comprehensive, historic-sensitive execution plan for the Central Cemetery Fence Restoration and Painting project, ensuring the approximately 750 linear feet of historic wood fencing is restored to a sound condition while strictly preserving its original design, proportions, and appearance. Our work plan is structured into five core phases.

- **Inspection & Preparation:** We will conduct an initial joint inspection of the entire 750 linear feet with Town representatives to identify deteriorated elements. In accordance with environmental safety requirements, we will implement effective ground and surface containment to manage potentially lead-containing coatings without uncontrolled dry scraping or abrasive blasting.

- **Carpentry & Structural Repairs:** Sound historic material will be preserved wherever possible. Authorized selective replacements—including approximately 50 pickets, 240 linear feet of front bottom boards, 30 linear feet of back bottom boards, 165 linear feet of cedar top boards/rails, and 20 linear feet of sub-top boards—will be executed using exterior-grade heat-treated pine and cedar matching original dimensions and profiles. We will secure approximately 40 loose or failed joints above the granite posts using stainless steel nails, ensuring zero alteration or damage to the historic granite posts.

- **Test Section Approval:** Per Town requirements, we will complete and submit a representative test section demonstrating our surface preparation, repair, priming, and finish painting methods for formal review and acceptance prior to full-scale execution.

- **Priming & Coating Application:** All bare wood, repairs, and replacement components will be primed with Benjamin Moore oil-based exterior wood primer (or approved equal), with replacement pieces primed prior to installation where surfaces become inaccessible. Not fewer than two finish coats of Benjamin Moore exterior paint in the Town-approved color and sheen will be applied across all exposed faces, edges, ends, and joints.

- **Site Protection & Closeout:** We will maintain daily site cleanup, secure all work areas at the end of each workday, protect adjacent monuments and vegetation, and deliver complete closeout documentation alongside weekly progress invoices and certified payroll.

Value Proposition & Verified Capabilities

Municipal facility upgrades require contractors who can operate securely in public spaces and deliver consistent results without delays or liability exposure. F&F Pro Painting Corp. guarantees this through:

- **Proven Municipal Execution:** We hold a strong track record of executing official contracts for Massachusetts municipalities, including a current on-call carpentry and painting contract with the City of Fitchburg, as well as completed projects for the City of Salem, the City of Springfield, and the Town of Wareham.
- **Operational Scale:** We eliminate timeline delays by deploying a robust team of over 14 specialized professionals managed through a dedicated project management structure.
- **Total Risk Mitigation:** We shield the Town from liability. All field personnel are OSHA 10-Hour certified in construction safety. We carry full insurance coverage, including a $1,000,000 per occurrence / $2,000,000 aggregate Commercial General Liability policy, alongside comprehensive Workers Compensation coverage with $100,000/$500,000 limits.
- **Administrative Readiness:** As a registered Domestic Profit Corporation in good standing in Massachusetts, our administrative onboarding is immediate. Our verified Federal Tax ID and W-9 are on file and ready for contracting.

Certifications & Compliance

- **OSHA Certification** — construction safety training (10-Hour) completed by all field personnel.
- **Active Corporate Registration** — Domestic Profit Corporation in good standing in Massachusetts since 2019.
- **W-9 Tax Compliance** — federal tax ID verified and on file, ready for contracting.

Approval & Signature

By signing below, the undersigned agrees to the terms and pricing outlined in this proposal.

COMPANY	F&F Pro Painting Corp.
ADDRESS	51 Lowell St, Methuen, MA 01844
NAME & TITLE	Franklin Villanueva
DATE	Oct /13th/ 2026

ADDENDA ACKNOWLEDGMENT

Invitation for Bids - Central Cemetery Fence Restoration and Painting

The bidder or proposer must complete and sign this form and submit it with each bid.

PROJECT NAME: Central Cemetery Fence Restoration and Painting project

Addendum Number(s) (Can be listed on one line or separate lines):

#1, #2

The undersigned hereby acknowledges receipt of the addenda listed above and has taken the information contained therein into full consideration in the formulation of each bid. Failure to acknowledge receipt of each addendum may be cause for rejection of the Bid or Proposal.

Company Name: F&F Pro Painting Corp

Printed Name: Franklin Villanueva

Title: CEO

Signature: Franklin Villanueva Date: 10-19-2026

PRICE QUOTE FORM

Proposers must submit pricing in accordance with the following instructions. The pricing is to cover all work/services required for this project as outlined in this IFB. Bid prices must be all-inclusive, including all costs, fees, charges, expenses, travel, postage, fax and telephone charges, preparation of reports, electronic data, training sessions and all meeting attendance and presentations, etc. No separate fees or costs of any kind will be paid other than the stated bid price.

The selected firm agrees to perform all services as required in this REQUEST during the life of this contract.

Total Bid Price for: $ 37,900.00

Proposers must indicate the staff that will be involved with this project who the lead person will be (the person that the town will have contact with).

Company Information

Full Legal Name F&F Pro Painting Corp

Business Mailing address 51 Lowell St, Methuen, MA 01844

Telephone Number: (781) 632-2415 Email: franklinvillanueva57@gmail.com

84-3470114
Federal Identification Number

Franklin Villanueva
Type Name of Person Signing Proposal

Date 10-19-2026

Franklin Villanueva
Signature

Title CEO

51 Lowell St
Street Address

Methuen, MA 01844
City, State, Zip

REFERENCES

All bidders must supply 3 references with whom the bidder has done business within the last twelve (24) months.

Name: Justin Rideout, Town of Wareham Foreman, Building Maintenance

Phone #: (774) 454-1377 - (508) 291-8100 ext. 3110

Address: 54 Marion Road, Wareham, MA 02571

Name: Peter Hurley, Middlesex Independent Secondary School

Phone #: (603) 315-4895

Address: 1400 Lowell Road, Concord, Massachusetts 01742

Name: Anthony P. Delaney, Chief Procurement Office City of Salem

Phone #: 978-619-5695

Address: 93 Washington Street, 2nd Floor, Salem, MA 01970

COMPANY NAME: F&F Pro Painting Corp

SIGNATURE: Franklin Villanueva

OSHA Training Certification of contractors

As of July 1, 2006, the Town of Dunstable will comply with the amended MGL chapter 30 section 39s "**Contracts for Construction: Requirements**" as follows.

The Town of Dunstable in all bids and contracts that fall under the application of this law, as amended, will require bidders and/or contractors to comply with the requirements of certifying that they and their employees have complied with MGL chapter 30 section 39s. This law requires successful completion of a 10-hour OSHA safety training course prior to working on the Town's worksite or in the work subject to the bid or contract.

The Town will require proper certification due upon contract signing. It is expected that the contractor, by signing the certification form provided with the bid is fully meeting the language of the law, as amended, and that they are accepting the responsibilities to comply with the law for the full term of the work.

The Town of Dunstable will pay certified payrolls that are deemed complete. The statute indicates that with the first certified payroll submitted to the Town, documentation must be provided that each employee on the payroll documents submitted to the Town has successfully completed the OSHA training.

Any employee who's name does not appear on the first certified payroll must submit certification with the first payroll they do appear on. Failure to provide full documentation may result in a delay in payment to the vendor as the packet submitted for payment would be determined to be incomplete.

Any employee found on a worksite subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal.

This certification requirement will go into effect for any bids received or contracts awarded after July 1, 2006 in accordance with MGL 30 39s as amended by Chapter 306 of the Acts of 2004.

CERTIFICATION OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) TRAINING

In accordance with Massachusetts General Law 30: Section 39S, as amended by Chapter 306 of the Acts of 2004, effective 7/1/06, for all contracts for the construction, reconstruction, alteration, remodeling or repair of any public work or the construction, reconstruction, installation, demolition, maintenance or repair of any public building estimated to cost more than $10,000, the Contractor hereby certifies to the following:

(1) that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

(a) Any employee found on a worksite subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal.

(b) The attorney general, or their designee, shall have the power to enforce this section including the power to institute and prosecute proceedings in the superior court to restrain the award of contracts and the performance of contracts in all cases where, after investigation of the facts, they have made a finding that the award or performance has resulted in violation, directly or indirectly, of subsection (b), and they shall not be required to pay to the clerk of the court an entry fee in connection with the institution of the proceeding.

The undersigned hereby certifies under the penalties of perjury to the above:

Company: F&F Pro Painting Corp

Authorized Signature: Franklin Villanueva

Print Name: Franklin Villanueva

Title: CEO

Date: 10-19-2026

Telephone: (781) 632-2415

Certificate of Non-Collusion

The undersigned certifies under penalty of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

Franklin Villanueva
Signature of person signing bid or proposal

Franklin Villanueva, CEO
Printed Name of person and title

F&F Pro Corp
Company name

10-19-2026
Date

Revenue Enforcement and Protection Certification (REAP)

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, the company, corporation, partnership or entity named below is in compliance with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

ENTITY NAME: F&F Pro Painting Corp

By: Franklin Villanueva
Authorized signature

10-19-2026
Date

Franklin Villanueva
Name of person signing above (type/print)

51 Lowell St, Methuen, MA 01844
Business address

(781)-632-2415
Telephone Number

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

F&F Pro Painting Corp

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

51 Lowell ST

Requester's name and address (optional)

6 City, state, and ZIP code

Methuen, MA, 01844

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

8	4	–	3	4	7	0	1	1	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** | **Date** 01/06/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/01/2026

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

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

PRODUCER	CONTACT NAME: Maritza	
Bello Insurance Agency 25 A Williams St Chelsea, MA 02150	PHONE (A/C, No, Ext): 617-370-5855	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Midvale Indemnity Company	27138
INSURED F & F Pro Painting Pro 51 Lowell st Methuen MA 01844	INSURER B: Progressive insurance company	11770
	INSURER C: Midvale Indemnity Company	27138
	INSURER D: Midvale Indemnity COmpany	27138
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			CP00201428	06/09/2026	06/09/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			874672147	05/26/2026	05/26/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ 25,000 $ 50,000 $ 30,000 $
D	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			CU00018112	09/02/2026	09/02/2027	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	WK00027125	06/09/2026	06/09/2027	PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000

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

CERTIFICATE HOLDER

Greystar Development & Construction Services, LLC
374 Congress St, Suite 202
Boston, MA 02210

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Maritza Bello

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