



Select Board Meeting

Monday, October 5, 2020 7:00 PM

Virtual Meeting Broadcast on Comcast Channel 22 Verizon Channel 45

RECEIVED
TOWN CLERK'S OFFICE
2020 OCT -1 PM 3:28
TOWN OF ANDOVER, MASS

I. Call to Order – 7:00 P.M.

II. Opening Ceremonies

A. Moment of Silence/Pledge of Allegiance

III. Communications/Announcements/Liaison Reports

IV. Public Hearings

A. Liquor License Transfer Hearing – (10 minutes)

Board to review and consider voting to approve the application of Charnik Lakeside LLC d/b/a Barron's Country Store, 429 Lowell Street, Andover, MA, for a transfer of a Wine and Malt Retail Package Store License from Barron's Country Store, Inc., 429 Lowell Street, Andover, MA, and that Keyur Patel, 1431 Pawtucket Blvd. Unit 69, Lowell, MA be the designated the manager.

V. Regular Business of the Board

A. Eagle Scout Project Gift Acceptance – (5 minutes)

Board to vote to accept gifts totaling up to \$10,000 for the purposes of an Eagle Scout Project at Spring Grove Cemetery.

B. Naming of the Ballardvale Fire Station and Ballardvale Green – (10 minutes)

Board to discuss and consider voting to approve a request by the George Thomson to name the Ballardvale Fire Station after former Fire Chief William T Downs and a request by the Perry Raffi to name the Ballardvale Green after former Town Manager Richard J. Bowen.

C. Halloween Trick-or-Treating – (5 minutes)

Board to discuss Halloween Trick-or-Treating.

D. In-Person Select Board Meetings – (10 minutes)

Board to discuss process of returning to in-person Select Board Meetings.

E. Post Office Lease – (15 minutes)

Board to consider voting to authorize the Town Manager to enter into and sign a new lease with the United States Postal Service for 1,105 square feet of interior space on the first floor of the Andover Town House at 20 Main Street for a five year period commencing as of August 1, 2020 and ending on July 31, 2025.

F. 2020 State Election Warrant – (5 minutes)

Board to discuss and consider voting to approve the 2020 State Election Warrant.

G. 2021 Annual Town Meeting and Town Election Calendar – (5 minutes)
 Board to discuss and consider voting to approve and adopt the Annual Town Meeting and Town Election Calendar.

H. Continuation of Outdoor Dining on Public and Private Property – (15 minutes)

1. Board to consider approving a resolution supporting an extension of the 120-day Outdoor Dining Community Event on Town property.
2. Board to consider adopting the temporary regulations XI.8 and XI.9 governing the issuance of licenses for outdoor dining on public and private property.
3. Board to consider extending its delegation to the Town Manager of the authority to act as the Andover Local Licensing Authority for the purposes of facilitating outdoor dining through the approval of temporary alteration of existing premises for alcohol licenses.

VI. Consent Agenda

A. Appointments by the Town Manager

Board to vote that the following appointments by the Town Manager be approved.

Department	Name	Position	Rate/Term	Date of Hire
Community Services – Youth Services	Holly Khatchadurian	Seasonal	\$12.75/hr	9/28/2020
Town Clerk	Barbara Bourgeois	Pollworker	\$9.25/hr	9/30/2020
Town Clerk	Kaori Kelts	Pollworker	\$9.25/hr	9/30/2020
Town Clerk	Susan Rice	Pollworker	\$9.25/hr	9/30/2020
Town Clerk	Sarah Slaughter	Pollworker	\$9.25/hr	10/1/2020
Town Clerk	Amy Jaromin	Pollworker	\$9.25/hr	10/1/2020
Town Clerk	Stephanie Hart	Pollworker	\$9.25/hr	10/1/2020
Town Clerk	Linda Kosinski	Pollworker	\$9.25/hr	10/1/2020

VII. Executive Session

A. Board to vote to go into Executive Session pursuant to Purpose 2 of Massachusetts General Laws, Chapter 30, Section 21(a), to conduct strategy sessions in preparation for negotiations with nonunion personnel, i.e., the Town Manager., and to approve and not release Executive Session Meeting Minutes of March 23, 2020 and not to return to open session.

VIII. Adjourn

Pursuant to Governor Baker's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, and the Governor's March 15, 2020 Order imposing strict limitation on the number of people that may gather in one place, this meeting of the Select Board will be conducted via remote participation to the greatest extent possible. For this meeting, members of the public who wish to watch the meeting may do so in the following manner: Andover TV COMCAST CHANNEL 22 AND VERIZON CHANNEL 45. Members of the public who wish to ask a question on particular agenda items during the regular meeting can do so by calling 311 from their landline or cell phone within the geographical boundaries of Andover or by

calling 978-623-8311 from anywhere or by emailing manager@andoverma.gov. Residents are encouraged to email their questions ahead of the meeting, however, staff will be available to present the Board with questions received during the meeting. Please include your name and address with your question.

Every effort will be made to ensure that the public can adequately access the proceedings in real time, via technological means. In the event that we are unable to do so, despite best efforts, we will post on the Town's website an audio or video recording, transcript, or other comprehensive record of the proceedings as soon as possible after the meeting.

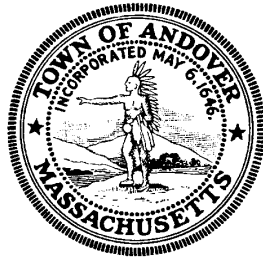


TOWN OF ANDOVER

Town Clerk's Office

36 Bartlet Street
Andover, MA 01810
978-623-8230
townclerk@andoverma.gov

TOWN OF ANDOVER



PUBLIC HEARING

Notice is hereby given in accordance with Chapter 138 of the Massachusetts General Laws, as amended, that Charnik Lakeside LLC, 429 Lowell Street, Andover has applied for a transfer of a Retail Package Goods Wines and Malt Beverages License from Barron's Country Store, Inc., 429 Lowell Street. Keyur Patel, 1431 Pawtucket Blvd., Lowell, MA is the proposed designated manager.

The public hearing will be held on Monday, October 5, 2020 at 7:00 p.m. in accordance with the General Laws relating thereto. Pursuant to Governor Baker's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, and the Governor's March 15, 2020 Order imposing strict limitation on the number of people that may gather in one place, this hearing of the Select Board will be conducted via remote participation. The virtual hearing will be broadcast on Comcast Channel 22 and Verizon Channel 45,

Members of the public who wish to participate in the hearing can do so by calling 311 from their phone within the geographical boundaries of Andover or by calling 978-623-8311 from anywhere, or by emailing manager@andoverma.gov. Residents are encouraged to email their questions or comments ahead of the meeting, however, staff will be available to present the Board with questions and comments received during the hearing. Please include your name and address with your question or comment.

By Order of the
Select Board

Austin Simko
Town Clerk

Date of Issue: Thursday, September 24, 2020



Town of Andover
SELECT BOARD

License and Permit Application Public Hearing Questionnaire

Please be willing and able to address these questions before the Board of Selectmen during your hearing.

Liquor License Application, Renewal, Change of Designated Manager

Name	Keyur Patel.
Address	429 Lowell St. Andover MA 01810
Title	Manager.
Company	Charnika Lakeside LLC (Barrow's Country Store)
Are all employees who will be serving alcohol TIPS certified?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Does the establishment or any employees have any prior violations in terms of liquor license compliance? If yes, please describe the nature of any violations	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Please describe your business and the plans that have brought you before the Board this evening.	This is Beer & wine with Deli store. I care about product, service & most quality. I like to serve better than current position.
Please provide an overview of qualifications, certifications, and experience of the designated manager of the establishment.	I have worked as Restaurant Manager for 3 years. also. worked at Beer & wine shop for almost 3 years.

Charnik Lakeside LLC d/b/a Barron's Country Store
MOTION

MOTION

I move to approve the application of Charnik Lakeside LLC d/b/a Barron's Country Store, 429 Lowell Street, Andover, MA, for a transfer of a Wine and Malt Retail Package Store License from Barron's Country Store, Inc., 429 Lowell Street, Andover, MA, and that Keyur Patel, 1431 Pawtucket Blvd. Unit 69, Lowell, MA be the designated manager, subject to the condition that all other requirements of the Town are met prior to issuance, and that this shall be effective upon the purchase and sale Barron's Country Store.

Moved by _____

Seconded by _____

Voted _____ to _____

22 Alden Road
Andover, MA 01810
28 September 2020

Members of the Town of Andover Select Board
Andover Town Manager Andrew Flanagan

Dear Select Board Members and Mr. Flanagan,

My name is Jackson Mergendahl and I am a Life Scout in Troop 75 Andover. For my Eagle Project, I am working with Andover's Office of Veterans Services and Mr. Mark Comeiro to install a ceremonial granite fire pit and surrounding patio in Andover's Spring Grove Cemetery. The fire pit will be used for American flag retirement ceremonies. To accomplish this, I am raising \$10,000 to cover the cost of the granite fire pit and materials for the surrounding patio. Most of that cost is \$9,700 for the granite monument fire pit from Colizzi Memorials. All the labor will be donated.

This fire pit will be more than a place to retire flags. It will be a granite memorial, pentagon shaped, with the starting words of the Pledge of Allegiance etched around the top and the seals of the military branches on each side. Surrounded by a patio, there will be flag post holders for military and American flags to be installed during ceremonies.

I am requesting that the Select Board allow donations to be deposited into the Veterans Services account so that the \$9,700 bill from Colizzi Memorials may be paid from that account. Several donations will be deposited from local banks and businesses but only Colizzi Memorials will be paid. No other expenses will be funded through the Veterans Services account. All of the \$9,700 to be paid will be deposited and earmarked for this project. No other funds already in the Andover Veterans Services account will be used. If there are any funds leftover beyond \$9,700, they will remain in the Veterans Services account.

If you have any further questions, you can also contact Brian Major, my Scoutmaster, Troop 75, at brian.major@philips.com or (508) 265-3487.

Thank you so much for your consideration.

Sincerely,



Jackson Mergendahl

cc: Mark Comeiro, Director of Veterans Services
Brian Major, Scoutmaster, BSA Troop 75

George Thomson
53 Enmore Street
Andover, Ma. 01810

Good Day,

I respectfully submit on behalf of the Family, Friends and Citizens of the town of Andover a request for the Board of Selectmen to *"name and dedicate the New Ballardvale Fire Station in honor of Retired Fire Chief William T Downs."*

Chief Downs was born in Andover at 123 North Main Street on Thanksgiving Day 1927. Raised in Andover he spent his entire life as part of this community, leaving only to serve his country in the Military Police while stationed at Fort Richardson, Alaska from 1946 to 1948. Returning to Andover to marry and raise a family in the town he loved.

Bill was a loving husband of 68 years to his wife Bunny, they met at "The Spa", a loving father to his 3 children, 7 grandchildren, 5 great grandchildren, his brothers and sisters all of us past and present, and countless friends and acquaintances.

William T. Downs joined the Andover Fire Department in 1955, was one of the first two members to become a certified EMT and as a visionary and leader one of the first to attain a college degree in Fire Science earning his degree the same year one of his daughter's graduated from Andover High in 1973.

He rose through the ranks and was appointed Fire Chief in 1977 serving as Chief until his retirement in 1986 after 31 years of service.

He dedicated a huge part of his life to his community, our Town of Andover, for over 60 years serving and volunteering in so many ways.

Bill helped organize the 1st Annual Santa Parade, was President of the Andover Firemen's Relief Association, and an Active member of the Essex County, Massachusetts, and International Associations of Fire Chiefs.

William was voted onto the Andover Board of Selectmen by his peers, where he served his beloved town for 12 years.

He served on the Essex County Advisory Board, Andover Federal Credit Union Board of Directors, The Greater Lawrence Emergency Medical Council, Founder's Day Committee from 1965 till his death, The Patriotic Holiday Committee bringing the "Street of Flags display to Andover, was Chairman of the Andover Contributory Retirement Board for a time, and served on the Board of Registrars for a decade.

It is in recognition of all of William T Downs' dedication, service, and sacrifice to the Town of Andover, that I/we, respectfully request the Board's approval and support in this initiative.

There will be no cost associated, as all expenses for naming and dedication artifacts, will Be covered by private donations.

Thank You.

Respectfully;

A handwritten signature in cursive script, appearing to read "George P. Plummer". The signature is written in dark ink and is positioned below the word "Respectfully;".

Good Day All,

The purpose of the initiative, submitted by George Thompson, with the permission of the family, is to see if *“the Select Board would vote to name and dedicate the New Ballardvale Fire Station in honor of Retired Fire Chief William T Downs.”*

Chief Downs was born in Andover at 123 North Main Street on Thanksgiving Day 1927. Raised in Andover he spent nearly his entire life as part of this community. Only leaving to serve his country in WWII as a Military Policeman stationed at Fort Richardson, Alaska from 1946 to 1948. He returned to marry and raise a family in the town he loved.

Bill was a loving husband of 68 years to his wife Bunny, they met at “The Spa”.

A loving father to his 3 children. A wonderful, kind, and decent man to his 7 grandchildren, 5 great grandchildren, his brothers and sisters all of us past and present, and countless friends and acquaintances.

William T. Downs joined the Andover Fire Department in 1955, was one of the first two members to become a certified EMT and as a visionary and leader one of the first to attain a college degree in Fire Science earning his degree the same year one of his daughters graduated from Andover High in 1973.

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William was elected onto the Andover Board of Selectmen in 1987 and served his beloved town as a member of the board for 12 years.

It is in recognition of all of William T Downs’ dedication, service, and sacrifice to the Town of Andover, that I/we, respectfully request approval and support of this initiative. Thank you.

Kathryn Forina

From: hooknlada@comcast.net
Sent: Monday, September 28, 2020 5:24 PM
To: SelectBoard
Subject: Naming of Ballardvale Fire Station

Dear Selectboard,

I am writing in support of the naming of the new Ballardvale Fire Station after Chief William T. Downs. I have known Chief Downs since I was a little boy, when my father would bring me to the Central Station on Park Street. Years later when I joined the fire department I got to know him as Deputy Downs and then Chief Downs. After his retirement he told me to call him Bill. Out of respect I only called him Bill when we were in a small group of friends otherwise he was "Chief".

I was very fortunate to work for him, his work ethic and his devotion to the department, Town of Andover we're unsurpassed. He was a kind and caring man whose men and women he treated as family along with their wives, husbands, and children, he knew everyone by name.

After his retirement he still served the Town of Andover in many ways as I'm sure you know. He was one of the most honorable men I have ever known a true and upright gentleman, a loving husband and father, and grandfather.

It is for these reasons I ask you to honor him with this naming of the station after him.

Thank You for your consideration,

George Thomson
53 Enmore Street
Andover Ma

Sent from Xfinity Connect App

Kathryn Forina

From: rafterman609@aol.com
Sent: Thursday, September 10, 2020 10:34 PM
To: Kathryn Forina
Cc: Andrew Flanagan
Subject: Dedication of BallardVale Green

Hello,

I respectfully request of the Board of Selectpersons that Richard J. Bowen receive the Honor of having the BallardVale Green dedicated to him. This request is supported by his Family, Friends, Residents of BallardVale and beyond.

Richard grew up in Waterbury Connecticut and the Son of a City Fireman. At the age of 17 and the peak of World War 2 he joined the United States Navy. His service, the GI Bill and more hard work earned him a degree from Colby College in 1951 and a degree from Wharton School of Business in 1953. More importantly in 1951 He and Lucy Statkevicius we're married. Mrs Bowen, a Lithuanian Refugee, immigrated here as a teen and earned a Nursing degree. As Richard began his career as a City Manager, out of state, Mrs. Bowen raised their 6 Children while working night shifts at the hospital. In 1963 Richard became our Town Manager and relocated his family to Bannister Road.

In 1983 he graduated from Suffolk Law School and became a Public Defender with the Commonwealth, defending and helping juveniles while at times acting as a Guardian At Litem. This second career kept him working to the age of 87.

As you may know Richard has always been an advocate for BallardVale. For years he planted flowers at our two War Memorials, monitored our two flag poles, submitted Town Meeting warrant articles on BallardVale's behalf and painted the chains on the green, sometimes with help from the juveniles he defended. He performed for these tasks for years before he became the first Chairman of the BallardVale Historic District Commission and continued for years after he resigned from the BVHDC. Richard organized the first 5 years of the BallardVale Tree Lighting and we are now in our 16th year.

Richard is now in his 94th year, he and Mrs. Bowen reside at Bridges Assisted Living on Lowell Street where they celebrated their 69th Anniversary earlier this month.

Richard Bowen and the late Chief William Downs were good friends and shared a mutual respect for each other and our town. They are both members of the "Greatest Generation" and served their country in wartime. I'm asking for your review of this request to take place alongside that regarding Chief Downs and our new Fire Station, the conditions referenced by George Thompson would be the same here. Thank you for you're consideration in recognizing these two great men.

Respectfully

Perry Raffi
13 Center St.

EMERGENCY ALERTS

Coronavirus Update

Stay informed about COVID-19: Latest on cases, guidance, regulations *Sep. 29th, 2020, 9:00 am*

[Read more](#) ▶

Travel Order: Requirements for individuals entering Massachusetts *Aug. 1st, 2020, 12:00 am*

[Read more](#) ▶

Reopening Massachusetts: Learn more about the phased approach *Aug. 7th, 2020, 12:00 pm*

[Read more](#) ▶

HIDE ALERTS



Mass.gov

NEWS

Halloween During COVID-19

9/24/2020

Department of Public Health

Tips for a Safe and Healthy Halloween

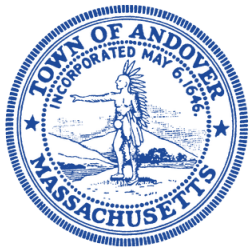
As a reminder, the following COVID-19 prevention and mitigation standards apply to all activities in Massachusetts, including Halloween activities. Residents should adhere to

each of the following:

- Wear a face mask or face covering. For more information on face masks and face coverings, please see the state's [Mask Up MA \(/news/mask-up-ma\)](/news/mask-up-ma) webpage.
- Observe good hand hygiene, including hand washing and use of alcohol-based sanitizers with at least 60% alcohol. Carry hand sanitizer and use it often, especially after coming into contact with frequently touched surfaces and before eating candy.
- Refrain from touching your face.
- Stay home and refrain from Halloween activities, including handing out Halloween treats, if:
 - you feel unwell;
 - you have tested positive for COVID-19;
 - you have been exposed to someone with COVID-19; or
 - you have traveled to or from a state that is not classified as lower risk within the last 14 days. For more information on lower risk states, please see the state's COVID-19 [Travel Order \(/info-details/covid-19-travel-order\)](/info-details/covid-19-travel-order) webpage.
- Maintain social distancing of at least 6 feet of physical distance from all other participants who are not members of the same household.

Halloween Activities

Residents and communities should follow the [Halloween activity guidance released by the Centers for Disease Control and Prevention \(https://www.cdc.gov/coronavirus/2019-ncov/daily-life-coping/holidays.html\)](#) to understand alternative ways to participate in Halloween that may limit the risk of exposure to COVID-19. As a reminder, any Halloween activities are subject to the current [gathering size limits \(/doc/revised-gatherings-order-august-7-2020/download\)](#) as well as applicable [sector-specific workplace safety standards \(/resource/reopening-sector-specific-protocols-and-best-practices\)](#).



Andrew P. Flanagan
Town Manager

TOWN OF ANDOVER

Town Manager's Office
36 Bartlet Street
Andover, MA 01810
(978) 623-8215
www.andoverma.gov

To: Select Board & School Committee
From: Andrew P. Flanagan, Town Manager
CC: Senior Management Team
Subject: In-Person Meetings
Date: October 1, 2020

For over six months, our boards and committees have been meeting remotely in response to regulations related to public gatherings during the COVID-19 pandemic. This memo is intended to outline the challenges and opportunities related to returning to in-person meetings. This information is subject to changes in the Governor's orders regarding public gatherings and the Open Meeting Law.

Space Limitations and Challenges

Limitations on the use of space pose challenges for fully in-person meetings. Below is a list of meeting venue options and the limitations of each option. Please note that occupancy limitations are totals for all attendees, including board members, town staff, Andover TV personnel, and residents.

Meeting Location	Occupancy Limit	Other Considerations
Virtual meetings through WebEx	No limit	Limited public participation
Select Board Room	5	
School Committee Room	8	Andover TV operator is in separate room
Memorial Hall	13	
World War I Auditorium (Doherty)	25	Limited Andover TV streaming capabilities
Collins Center	25	Andover TV setup required; scheduling challenges possible

For most boards and committees, Memorial Hall, the World War I Auditorium, and the Collins Center are the only options for in-person meetings. In order to ensure compliance with the Governor's reduced occupancy limits, limits on in-person public participation would need to be enforced by Town staff. This would create other complications related to access to public meetings, including but not limited to making determinations on whether one audience member having business before a board should have preference over someone who is just observing the meeting. .

There may be opportunities for hybrid meetings, with only some members of the board or committee physically present. Additionally, there may be opportunities for an entire board or committee to be present, with the public limited to virtual participation. The execution of this option will depend, in part, on the number of members of a particular board, as well as staff and other support personnel. These options pose unique logistical and technical challenges logistically and technologically. It should be noted that any in person meetings would require all participants to wear masks, including during deliberations. The Commission on Disabilities has suggested that closed captioning technology be used should in person meetings proceed.

Recommendation

Based on the Governor's orders and guidelines, the Town's options for proceeding with in-person meetings are limited. To the extent that we are able to proceed with some variation of in-person meetings, the scale and opportunity for public participation will remain largely dependent on the Governor's guidelines relating to in-person gatherings. Therefore, in advance of moving to an in-person model, boards and committees should consider: 1.) the number of board or committee members, 2.) necessary support staff, 3.) the quality of current participation including deliberation between board/committee members, presentations and public participation, and 4.) the expectation for public participation and the means for such participation (e.g., phone, by email, or video conference).

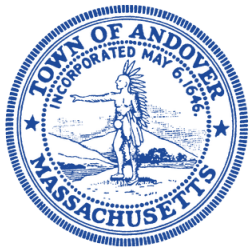
Based on the factors above, I recommend that, should the Select Board and School Committee wish to meet in-person, a hybrid in-person model be used where the School Committee Meeting Room would act as the space for these meetings. I further recommend the following:

- 1.) In-person meetings should be limited to board and committee members and necessary support staff and technical personnel.
- 2.) The hybrid in-person model should initially be limited to the Select Board and School Committee.
- 3.) The opportunity for virtual public participation should be expanded, as necessary, to include video conferencing.
- 4.) Video conferencing technology should also be utilized to allow for participation of additional support staff and/or other participants necessary to conduct the meeting. The Select Board Meeting Room has the technology to serve as a satellite location to the School Committee Meeting Room.
- 5.) Determine the feasibility of closed captioning technology for the purposes of making reasonable accommodations for people watching at home.
- 6.) Should the hybrid in-person model be selected, the model should be piloted beginning November 1 with both the Select Board and School Committee reserving their right to return to a fully virtual model and/or expand the in-person model based on changes to the guidelines or broader conditions.

The success of the Town's virtual meetings was largely a result of an incremental rollout that began with the Select Board and School Committee. This approach provided staff and technical personnel the opportunity to troubleshoot complications and enhance certain functionalities. I believe that a similar approach is necessary as we transition to in-person meetings, and the recommendations outline above will provide staff with the best opportunity to make this transition successful.

As we move forward with the transition, including a sufficient period for testing of the hybrid in person model, the Town Manager's Office will publish a best practices manual for returning to in-person meetings for all boards and committees.

Thank you for your consideration and for your patience and flexibility over the last six months as we have navigated the challenges presented by the pandemic.



Andrew P. Flanagan
Town Manager

TOWN OF ANDOVER

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Thank you for your consideration and for your patience and flexibility over the last six months as we have navigated the challenges presented by the pandemic.



Lease

ANDOVER - OLD TOWN HOUSE (240153-010)
20 MAIN ST, ANDOVER MA 01810-9993



Lease (Multi-Tenant Form)

Facility Name/Location
ANDOVER - OLD TOWN HOUSE (240153-010)
20 MAIN ST, ANDOVER MA 01810-9993

County: Essex
Lease: QU0000536403

This Lease, by and between TOWN OF ANDOVER, MASSACHUSETTS, ("**Landlord**") and the United States Postal Service ("**USPS**" or "**Postal Service**"), is made as of the Effective Date. The "**Effective Date**" shall mean the date the Postal Service executes this Lease.

In consideration of the mutual promises set forth and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. **PREMISES:** Landlord hereby leases to the Postal Service and the Postal Service leases from Landlord, the following premises (the "**Premises**") located in a portion of the first floor of a three story Brick/Block building having a street address of 20 MAIN ST, ANDOVER, MA 01810-9993 (the "**Building**") situated upon the real property with an Assessor's Parcel Number of Assessors Map 39, Lot 1 (the "**Property**"). The Premises consists of approximately 1,105 square feet of net interior space as shown cross-hatched on Exhibit A and additional space, if any, as shown on Exhibit C attached hereto and incorporated herein by this reference.

The Postal Service shall have the non-exclusive right in common with other tenants, if any, of the Building to use any and all stairways, halls, toilets and sanitary facilities, and all other general common facilities in the Building as well as appurtenances and easements benefiting the Premises and the Property, and all common sidewalks, driveways, drive lanes, entrances, exits, access lanes, roadways, service areas, parking and other common areas, wherever located in or on the Property, which the Postal Service deems necessary or appropriate to support its intended use of the Premises and to exercise its rights under this Lease. Landlord shall not make any changes to the size, location, nature, use or place any installations upon, the common areas, including, without limitation the sidewalks and parking areas, of the Property which impair the accessibility to or visibility of or ease of use of the Premises by the Postal Service and/or its customers, as reasonably determined by the Postal Service.

2. **TERM:** The Lease shall be effective as of the Effective Date but the term of this Lease and the obligations of the Postal Service, including the payment of any charges or rent under this Lease, shall begin on August 01, 2020 ("**Commencement Date**") and end on July 31, 2025, unless sooner terminated or extended as provided herein. If this Lease is extended, then such extended period shall also be referred to herein as the "**term**."

3. **RENT:** The Postal Service will pay Landlord an annual rent of: \$22,995.00 ("**Rent**"), payable in equal installments at the end of each calendar month during the term. Rent for a part of a month will be prorated according to the number of days of the month occurring during term.

Rent shall be paid to:
ANDOVER TOWN OFFICES
36 BARTLET ST STE 2
ANDOVER, MA 01810-3882

4. **RENEWAL OPTIONS:** None

5. **OTHER PROVISIONS:** When used herein the term "lease" or "Lease" includes all of the following additional provisions, modifications, riders, layouts, and/or forms which were agreed upon prior to execution and made a part of this Lease.

- General Conditions to USPS Lease
- Real Estate Conflict of Interest Certification



Lease (Multi-Tenant Form)

Facility Name/Location
ANDOVER - OLD TOWN HOUSE (240153-010)
20 MAIN ST, ANDOVER MA 01810-9993

County: Essex
Lease: QU0000536403

- Addendum
- Maintenance Rider Landlord Responsibility
- Utilities, Service, & Equipment Rider

6. TERMINATION: There shall be no early termination rights, except as otherwise provided in this Lease.

[Signature Page Follows]



Facility Name/Location
ANDOVER - OLD TOWN HOUSE (240153-010)
20 MAIN ST, ANDOVER MA 01810-9993

County: Essex
Lease: QU0000536403

LANDLORD
TOWN OF ANDOVER, MASSACHUSETTS

Name: _____
Witness _____

By: _____

Name: Andrew Flanagan

Title: Town Manager

Name: _____
Witness _____

Date: _____

Provide for Execution by Witnesses above or Notary below

State of _____

County of _____

I, the undersigned Notary Public of the County of _____ and State aforesaid, certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this ____ day of _____, ____.

My Commission Expires: _____

(Affix Seal)

Notary Public

Notary's Printed or Typed Name

POSTAL SERVICE

By: _____

Name: PAUL FRYE

Title: Contracting Officer

Date: _____



Real Estate Conflict of Interest Certification

Facility Name/Location
ANDOVER - OLD TOWN HOUSE (240153-010)
20 MAIN ST, ANDOVER MA 01810-9993

County: Essex
Lease: QU0000536403

To avoid actual or apparent conflicts of interest, the United States Postal Service ("Postal Service") requires the following certification from you as a potential Landlord/Licensor/Supplier/Contractor to the Postal Service. Please check all that apply in item A below. Further, please understand that the Postal Service will be relying on the accuracy of the statements made by you in this certification in determining whether to proceed with any possible transaction with you.

I, Andrew Flanagan hereby certify to the Postal Service as follows:
[PRINT: name of potential Landlord/Licensor/Supplier/Contractor]

A. (Check all that apply) I am:

- (i) A Postal Service employee;
- (ii) The spouse of a Postal Service employee;
- (iii) A family member of a Postal Service employee; (Relationship) _____
- (iv) An individual residing in the same household as a Postal Service employee;
- (v) I am one of the individuals listed in (i) through (iv) above AND a controlling shareholder or owner of a business organization leasing or licensing space or intending to lease or license space to the Postal Service; OR
- (vi) None of the above.

B. (Complete as applicable):

- i. I have the following job with the Postal Service:
(Title)_____ (Location)_____
- ii. My spouse who works for the Postal Service holds the following job:
(Title)_____ (Location)_____
- iii. My family member who works for the Postal Service holds the following job:
(Title)_____ (Location)_____
- iv. My household member who works for the Postal Service holds the following job:
(Title)_____ (Location)_____

C. If you have checked "none of the above" and during the lease or license term or any renewal term, you do fall into any of the categories listed in A (i) through (v) above, you shall notify the Postal Service's Contracting Officer in writing within 30 days of the date you fall into any of the such categories and shall include an explanation of which of the above categories now applies.

D. The person signing this certification has full power of authority to bind the potential Landlord/Supplier/Contractor named above.



Real Estate Conflict of Interest Certification

Facility Name/Location
ANDOVER - OLD TOWN HOUSE (240153-010)
20 MAIN ST, ANDOVER MA 01810-9993

County: Essex
Lease: QU0000536403

Executed this ____ day of _____, 20__

BY: _____
[Insert Signature]

BY: Andrew Flanagan
[PRINT: name of entity or person]

Title: Town Manager
[Insert title]

[INTERNAL USE ONLY: 1) If A(vi) 'none of the above' is selected, stop, file form with the lease/license. 2) If other items are selected, submit form to Ethics.help@usps.gov. File form and Ethics determination with the lease/license.]

Facility Name/Location
ANDOVER - OLD TOWN HOUSE (240153-010)
20 MAIN ST, ANDOVER MA 01810-9993

County: Essex
Lease: QU0000536403

Exhibit A





Exhibits

Facility Name/Location
ANDOVER - OLD TOWN HOUSE (240153-010)
20 MAIN ST, ANDOVER MA 01810-9993

County: Essex
Lease: QU0000536403

Exhibit B

Parking Area
(Not Applicable)

Facility Name/Location
ANDOVER - OLD TOWN HOUSE (240153-010)
20 MAIN ST, ANDOVER MA 01810-9993

County: Essex
Lease: QU0000536403

Exhibit C

If there is any conflict or ambiguity between any items of the lease, Exhibit A, and Exhibit B, the terms of this Exhibit C shall control.

Area	Sq ft
Rentable SF:	1,105
Total USPS Leased SF:	1,105
Exterior, Total Site:	1,105

Facility Name/Location
ANDOVER - OLD TOWN HOUSE (240153-010)
20 MAIN ST, ANDOVER MA 01810-9993

County: Essex
Lease: QU0000536403

If there is any conflict or ambiguity between any items of the Lease or this Addendum, the terms of this Addendum shall control.

INDEMNIFICATION CLAUSE:

7. The Postal Service hereby agrees to save harmless and indemnify the landlord from all claims, losses, damages, actions, causes of action, expenses, and/or liabilities resulting from the use of said property by the Postal Service whenever such claim, loss, damage, action, cause of action, expense, and/or liability arises from the negligent or wrongful act or omission by an employee of the Postal Service while acting within the scope of his or her employment, under circumstances where the Postal Service, if a private person, would be liable in accordance with the law of the place where the negligent or wrongful act or omission occurred. Notwithstanding the above, the Postal Service is under no obligation to save harmless and indemnify the landlord where any negligent or wrongful act or omission by the landlord, its employees or agents, in any way causes or contributes to the claim, loss, damage, action, cause of action, expense and/or liability.

8. The leased premises consists of the area in the building currently occupied by the Postal Service. The hours of access to the building are restricted from 8:00 a.m. to 4:00 p.m., Monday through Friday and 8:00 a.m. to 12:00 noon on Saturday. The building is closed on Sundays and holidays.

9. Notwithstanding anything to the contrary set forth in the Utilities, Service and Equipment Rider attached to the Lease, the USPS agrees to annually reimburse the landlord for its pro-rata share of heat, electric, water and sewer charges. The pro-rata share shall be the percentage of the total net rentable square footage of the building occupied by the USPS. That percentage is 15%. The landlord shall submit the bills with appropriate back-up documentation to the Postmaster annually on May 1st. Payment shall be made within 30 days.

10. The premises is currently occupied by the Postal Service. The Postal Service agrees to accept the Premises in its present condition. Other than the Landlord's Maintenance obligations in any prior lease or under this Lease, Landlord shall not be required to make any improvement or to clean the Premises.

11. Section 2.a of the General Conditions to USPS Lease shall be amended to provide that if the Premises has been previously occupied by the Postal Service, then Landlord's representation regarding adverse physical conditions relating to the Property is limited to conditions that Landlord is responsible to maintain, repair, replace or remediate under this Lease.

12. Section 3 of the General Conditions is deleted in its entirety.

13. Section 4a., line 3 of the General Conditions shall be modified as follows:
After "inconsistent with" insert "historic preservation laws, local/state procurement laws and/or"

14. Sections 5(b)(i) and (ii) of the General Conditions to USPS Lease shall be further amended to provide that if Landlord believes that the time periods for application and completion set forth in therein are insufficient, Landlord may propose another time period for completion reasonably acceptable to the Contracting Officer and such periods shall be extended for the time required to comply with such legal requirements. Alternatively, the Postal Service shall have the option of canceling the Lease by written notice.

Facility Name/Location
ANDOVER - OLD TOWN HOUSE (240153-010)
20 MAIN ST, ANDOVER MA 01810-9993

County: Essex
Lease: QU0000536403

15. Sections 5.b and 5.d of the General Conditions to USPS Lease shall be amended to provide that the time periods for the completion of Landlord's obligations set forth therein shall run from the date that the Postal Service provides Landlord with notice of any Casualty and not from the date of the Casualty.

16. Section 6.b of the General Conditions to USPS Lease shall be amended to provide that in lieu of a copy of the premium bill evidencing Landlord's insurance, Landlord may provide a statement signed by Landlord's insurer confirming the date to which the premium has been paid in full.

17. Section 6.b.(i) of the General Conditions shall be amended by deleting the additional insured requirement.

18. Section 6.b.(iii) of the General Conditions to USPS Lease shall be amended by deleting the tornado insurance requirement.

19. In accordance with Section 7(b) of the General Conditions to USPS Lease, Landlord discloses the following conditions to the Postal Service: (i) there is lead paint present in the Building and that there may be lead piping and/or solder in the Building; (ii) to the best of Landlord's knowledge, all asbestos has been removed from the Building, but it is possible that asbestos may be present in some exterior caulking or flooring; and (iii) to the best of Landlord's knowledge and records there have not been any test done at the Building to verify radon levels nor does Landlord have any knowledge of whether there is in fact radon gas existing in the Building.

20. Section 7.(c) (i) of the General Conditions shall be amended by deleting "contractors and" in line 5.

21. Section 7.(c) (ii) of the General Conditions to USPS Lease shall be amended by replacing "7 days" with "30 days".

22. Section 7.(d) of the General Conditions to USPS Lease shall be amended by inserting at the beginning of the paragraph the following:

Except as the Commonwealth of Massachusetts is precluded from pledging credit by Section 1 of Article 62 of the Amendments to the Constitution of the Commonwealth of Massachusetts and except as the Commonwealth's cities and towns are precluded by Section 7 of Article 2 of the Amendments to the Massachusetts Constitution from pledging their credit without prior legislative authority, and except as the Commonwealth cities and towns are precluded by General Laws Chapter 44, Section 31, and other applicable laws, from entering into an indemnification agreement without an advance appropriation, and recognizing that the Town of Andover has not made an advance appropriation for an indemnity agreement for this particular lease, and recognizing that in 2006 the Massachusetts Attorney General opined that municipalities may not enter into enforceable open ended indemnification agreements with private parties, and cited the case of *Loving v. Beaudette*, 30 Mass. App. Ct. 665, 670 (1991), the Town of Andover shall, to the extent permitted by applicable law,

23. Section 9.k of the General Conditions to USPS Lease shall be amended to provide that Landlord shall have an affirmative obligation to use reasonable efforts to obtain another tenant for the Premises at a fair market rental and to otherwise mitigate its damages.

24. Section 10.b. of the General Conditions shall be deleted in its entirety.

25. Section 10.i of the General Conditions to USPS Lease is deleted in its entirety.

26. Section 10.k of the General Conditions to USPS Lease shall be amended to permit Landlord access to the Premises for inspection on the same terms as access is granted for performing

Facility Name/Location

ANDOVER - OLD TOWN HOUSE (240153-010)
20 MAIN ST, ANDOVER MA 01810-9993

County: Essex

Lease: QU0000536403

maintenance or repairs that are the responsibility of the Landlord under the Lease; provided that no inspections may occur during the Postal Service's peak season (November 1 of each year through January 31 of the following year) other than those necessitated by the sale or refinance of the Property.

27. Section 1.b of the Maintenance Rider Landlord Responsibility attached to the Lease shall be amended to add the following language to the end thereof: "SEE SECTION 5 OF THE GENERAL CONDITIONS TO USPS LEASE."

28. Section 1.c. of the Maintenance Rider Landlord Responsibility attached to the Lease shall be amended to provide that any heating system and air conditioning equipment provided by Landlord must be capable of providing heat to a minimum temperature of 68 degrees Fahrenheit (68°F) and cooling to a maximum temperature of 78 degrees Fahrenheit (78°F) in all enclosed portions of the Premises (excluding any rear vestibule) at all times during the appropriate seasons.

29. Section 1.g. of the Maintenance Rider is hereby deleted.

30. Section 1.h. of the Maintenance Rider is hereby deleted.



General Conditions to USPS Lease

Facility Name/Location
ANDOVER - OLD TOWN HOUSE (240153-010)
20 MAIN ST, ANDOVER MA 01810-9993

County: Essex
Lease: QU0000536403

1. APPLICABLE CODES AND ORDINANCES

The Landlord shall comply with all codes and ordinances applicable to the ownership and operation of the Building and Property without regard to the Postal Service tenancy and obtain all necessary building permits, certificates of occupancy, and similar related items at no cost to the Postal Service. The Postal Service agrees (i) to comply with all applicable codes and ordinances to the operations of the Postal Service at the Premises, to the extent enforceable against the Postal Service, and (ii) when the Postal Service or one of its contractors (other than Landlord) is performing work at the Premises, the Postal Service will be responsible for obtaining applicable permits and related items and to pay the associated costs. Nothing herein shall be construed as a waiver of the Postal Service's sovereign immunity.

2. LANDLORD'S INTEREST

a. Landlord represents and warrants to the Postal Service that as of the Effective Date, (i) Landlord owns and holds fee title in and to the Building, the Premises and the Property; (ii) there are no encumbrances, liens, agreements, covenants in effect that would materially interfere with the Postal Service's ability to operate its operations, materially impair the Postal Service's rights under this Lease, or materially increase the Postal Service's obligations under this Lease; and (iii) Landlord is unaware of any existing or impending condemnation plans, proposed special assessments or other adverse physical conditions relating to the Property. The term "**Landlord**" as used herein shall mean only the owner or owners, at the time in question, of the fee title (or a tenant's interest in a ground lease) of the Property.

b. If this Lease provides for payments aggregating \$10,000 or more to Landlord, claims for monies due or to become due from the Postal Service under it may be assigned by Landlord to a bank, trust company, or other financing institution, including any federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any assignment or reassignment must cover all amounts payable and must not be made to more than one party at a time, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this Lease. No assignment or reassignment by Landlord will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment and other reasonable documentation, including without limitation, a W-9, is filed with:

1. the Postal Service's Contracting Officer; and
2. the surety or sureties, if any, upon any bond.

c. Assignment by Landlord of this Lease or any interest in this Lease other than in accordance with the provisions of this clause will be grounds for termination of this Lease by the Postal Service.

d. Nothing contained herein shall be construed so as to prohibit transfer of ownership of the Premises by Landlord, provided that:

1. such transfer is subject to this Lease;
2. a copy of the recorded deed or other official transfer instrument evidencing the transfer is provided to the Postal Service; and



General Conditions to USPS Lease

Facility Name/Location
ANDOVER - OLD TOWN HOUSE (240153-010)
20 MAIN ST, ANDOVER MA 01810-9993

County: Essex
Lease: QU0000536403

3. Landlord shall cause its assignee or transferee to assume the provisions of this Lease and Landlord shall deliver notice of such assignment or transfer and a copy of the effective instrument of transfer to the Postal Service within 15 days after the date of transfer. In addition, both the original Landlord and the successor landlord shall execute the standard Certificate of Transfer of Title to Leased Property and Lease Assignment and Assumption form to be provided by the Postal Service within 15 days after receipt of such form from the Postal Service. If due to the death or dissolution of the original Landlord preventing the execution and delivery of the Certificate of Transfer of Title to Leased Property and Lease Assignment and Assumption form, the Postal Service may reasonably request such other documentation to evidence the transfer and ownership by the successor landlord, including but not limited to, a W-9 and an agreement to indemnify and hold harmless the Postal Service with respect to any claims by other parties of ownership interest in the Premises or entitlement to the Rent. The Postal Service shall be entitled to continue to pay rent and give all notices to Landlord until it has received the foregoing from Landlord. Landlord shall deliver all such funds in which the Postal Service has an interest to Landlord's successor or assignee. Provided Landlord's successor or assignee expressly assumes Landlord's duties and covenants under this Lease as required hereunder, Landlord shall be released from all liability toward the Postal Service arising from this Lease because of any act, occurrence or omission of Landlord's successors occurring after the transfer of Landlord's interest in this Lease. Nothing herein shall be deemed to relieve Landlord of any liability for its acts, omissions or obligations occurring or accruing up to and including the date of such transfer, and the Postal Service shall be free to exercise any and all remedies for a Landlord default against either the Landlord or a successor landlord, at the election of the Postal Service. Notwithstanding anything to the contrary contained herein, in the case of new leased space projects, this Lease may only be assigned or ownership of the property transferred following commencement of the fixed term, unless prior written consent is obtained from the Postal Service.

3. ASSIGNMENT/SUBLEASE BY THE POSTAL SERVICE

~~The Postal Service may sublet all or any part of the Premises or assign this Lease only with the prior written consent of Landlord, such consent not to be unreasonably withheld, conditioned, or delayed, but the Postal Service shall not be relieved from any obligation under this Lease by reason of any subletting or assignment. If Landlord fails to respond in writing to a written request to sublease or assign from the Postal Service within 10 business days after receipt by Landlord of the Postal Service's written request, Landlord shall be deemed to have consented to such sublease or assignment, as applicable.~~

4. ALTERATIONS AND RESTORATION

a. The Postal Service shall have the right to make alterations, attach fixtures and erect additions, structures and install flags or signs in or upon the Premises or common areas (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the Property); which fixtures, additions, structures, flags or signs so placed in, upon or attached to the Premises or common areas shall be and remain the property of the Postal Service and may be removed or otherwise disposed of by the Postal Service at any time and from time to time, including, without limitation, at the end of the term or any renewal term, subject to the provisions of Section 4b below. The Postal Service shall also have the right to display and install the Postal Service and/or American flags in such common areas as reasonably determined by the Postal Service consistent with its operations.

b. Upon expiration or termination of this Lease, the Postal Service shall remove its personal property and restore the Premises to a "broom clean" condition with any systems and structures for which the Postal Service is responsible (under the Maintenance Rider attached to this Lease) in working order. Except as provided to the



General Conditions to USPS Lease

Facility Name/Location
ANDOVER - OLD TOWN HOUSE (240153-010)
20 MAIN ST, ANDOVER MA 01810-9993

County: Essex
Lease: QU0000536403

contrary in the immediately preceding sentence, the Postal Service shall not be responsible to restore any condition due to reasonable and ordinary wear and tear, damages by the elements, or by circumstances over which the Postal Service has no control. The Postal Service at its sole option may, prior to the expiration or termination of the Lease, remove any or all of the alterations or improvements or elect to abandon the alterations or improvements in or on the Premises. If the Postal Service elects to abandon, the abandoned alterations and improvements shall become the property of the Landlord and the Postal Service shall be relieved of any liability in connection therewith; provided, however, if following expiration of the Lease the Postal Service enters into a new lease agreement with Landlord to remain in the Premises, the Postal Service shall have continued responsibility for maintenance of such alterations or improvements which were installed by the Postal Service during the term of this Lease (and not by Landlord) in accordance with the Maintenance Rider attached to this Lease.

5. DAMAGE AND DESTRUCTION

a. **Obligation to Repair.** If all or any portion of the Premises, parking areas, or any common areas of the Property providing access to the Premises or access to the parking areas are damaged or destroyed by fire or other casualty, Acts of God, of a public enemy, riot or insurrection, vandalism, or other similar casualty (each, a "**Casualty**"), Landlord shall, subject to the provisions of this Section, promptly commence and diligently pursue to completion the repair of such damage so that the Premises and the parking areas, or any common areas of the Property providing access to the Premises or access to the parking areas are restored to a condition of similar quality, character and utility for the Postal Service's purposes and to the Postal Service's reasonable satisfaction. Landlord shall not be responsible for (i) repairing or restoring the Premises to the extent the Casualty in question results from the negligent act, omission or negligence of the Postal Service or its employees (in which event that portion of the costs of repairs for damage directly caused by the negligence of the Postal Service shall be the responsibility of the Postal Service), (ii) repairing or restoring any improvements, alterations, or additions installed by the Postal Service, or (iii) any furniture fixtures, equipment, or other personal property of the Postal Service.

b. Time Period to Repair.

(i) If the damage from the Casualty is such that the Postal Service reasonably determines the Premises is tenantable (i.e. suitable for the Postal Service's use and occupancy in the then ordinary course of its business being conducted on the date of the Casualty), the Postal Service shall so notify Landlord not later than 3 days following the Casualty. Landlord shall submit to the Postal Service a copy of its construction contract for the repair or evidence of its filing of applications for necessary building permits and/or other required governmental approvals (as applicable) for the repair, within 30 days after the date of the Casualty, and shall complete the repair to the reasonable satisfaction of the Postal Service within 90 days after the date of the Casualty. Nothing stated herein is intended to relieve Landlord of its continuing obligations under this Lease, including, without limitation, Landlord's obligations to comply with law and for maintenance under this Lease.

(ii) If the damage from the Casualty is such that the Postal Service reasonably determines the Premises is untenable (i.e., not suitable for the Postal Service's use and occupancy in the then ordinary course of its business being conducted on the date of the Casualty), the Postal Service shall so notify Landlord not later than 3 days following the Casualty. If the Postal Service gives such notice that the Premises is untenable, Landlord shall submit to the Postal Service a copy of its construction contract for the repair or evidence of its filing of applications for necessary building permits and/or other required governmental approvals (as applicable) for the repair, within 90 days after the date of the Casualty, and shall complete the repair within 270 days after the date of the Casualty. Nothing stated herein is intended to relieve Landlord of its continuing obligations under this Lease, including, without limitation, Landlord's obligations to comply with law and for maintenance under this Lease so that the Premises, if tenantable following the Casualty, remain tenantable.



General Conditions to USPS Lease

Facility Name/Location
ANDOVER - OLD TOWN HOUSE (240153-010)
20 MAIN ST, ANDOVER MA 01810-9993

County: Essex
Lease: QU0000536403

c. Postal Service's Remedies. If Landlord fails to meet any of the deadlines set forth in subsection b(i) or (ii), as applicable, then the Postal Service may (i) perform the repair (by contract or otherwise) and recover the cost plus a reasonable administrative cost and/or interest, by offsetting Rent and other payments and reimbursements due or to become due to Landlord under this Lease and/or any other lease with Landlord, or (ii) terminate the Lease upon 30 day's prior written notice with a termination date effective as of the date of such Casualty.

d. Abatement of Rent. Rent and all other payments and reimbursements due or to become due to Landlord under this Lease shall abate, in whole or in part, commencing on the date the Postal Service reasonably determines all or any portion of the Premises, any common areas of the Property providing access to the Premises, or parking areas or access thereto are untenantable or unfit for the Postal Service's use or occupancy and continuing until the Premises, common areas providing access to the Premises or parking areas are once again tenantable or fit for the Postal Service's use or occupancy, as applicable. The Rent and all other payments and reimbursements due or to become due to Landlord under this Lease shall abate from time to time in proportion to the part or parts of the Premises not reasonably capable of such use and occupancy or the degree to which access to the Premises or parking for the Premises is reduced. The Postal Service shall attempt to continue the operation of its business on the Premises following a Casualty to the extent reasonably practicable consistent with life safety and good business practices. No exercise by the Postal Service of its right to rent abatement as stated above is intended to extend the time periods for producing the contracts for repair and for the completion of construction when the Premises are deemed to be tenantable or untenantable by the Postal Service as described hereinabove. By way of example, and not in limitation, in the event that a Casualty occurs and the damage from the Casualty is such that the Postal Service reasonably determines that a portion of the Premises is suitable for the Postal Service's use and occupancy in the then ordinary course of its business, then while rent will abate for the untenantable portion as described above, the Landlord shall remain obligated to submit to the Postal Service a copy of its construction contract for the repair or evidence of its filing of building permits, if applicable, for the repair, within 30 days after the date of the Casualty, and complete the repair to the reasonable satisfaction of the Postal Service within 90 days after the date of the Casualty.

6. INSURANCE

a. Postal Service's Insurance. Landlord acknowledges that the Postal Service does not routinely purchase commercial insurance or maintain a separate account for potential claims, as is required to technically be considered "self-insured." Rather, the Postal Service is authorized to pay proper claims against it out of its general revenue fund and available credit, and is subject to suit for damages. Liability claims against the Postal Service are governed by the Federal Tort Claims Act, 39 U.S.C. §409(c), with the specific provisions being set forth at 28 U.S.C. §§1346(b), 2401(b), and 2671-2680. With respect to the issue of Workers' Compensation coverage, pursuant to 39 U.S.C. §1005(c), the Federal Employees' Compensation Act ("FECA"), 5 U.S.C. §§8101 et seq., is the exclusive remedy for all postal employees who sustain personal injuries on the job. While the Landlord is hereby waiving its standard insurance requirements for the Postal Service, if at any time the Postal Service assigns or subleases any portion of the Premises in accordance with the terms of this Lease to a non-governmental entity, Landlord has the right to impose its reasonable insurance requirements on the assignee and/or subtenant which are based on the assignee's and/or subtenant's proposed use of the Premises including the requirement that the assignee and/or subtenant reimburse Landlord for any increase in insurance premiums incurred by Landlord as a result of the assignee and/or subtenant's proposed use for the balance of the Term and any extensions, all as a condition of the assignment or sublease.

b. Landlord's Insurance. Landlord shall, at its own expense, obtain and keep in full force and effect, the following insurance from an insurance company with a Best's rating of at least A and a Best's financial performance rating of at least 7. The insurance required to be carried by Landlord under this Section shall be referred to herein as "Landlord's Insurance." Upon request, Landlord shall provide the Postal Service with a copy of the certificate of

Facility Name/Location
ANDOVER - OLD TOWN HOUSE (240153-010)
20 MAIN ST, ANDOVER MA 01810-9993

County: Essex
Lease: QU0000536403

insurance and premium bill evidencing Landlord's Insurance, together with the appropriate form stating Landlord's insurance policy(ies) has been endorsed.

(i) Liability Insurance. Bodily injury, personal injury and property damage insurance, ~~naming the Postal Service as an additional insured~~, insuring against claims of bodily injury or death, personal injury or property damage, arising out of or in connection with Landlord's acts or omission upon, in or about the Property, with an each occurrence limit of not less than \$2,000,000 and a general aggregate limit of not less than \$2,000,000.

Landlord's Insurance shall be primary with respect to any claim covered under such insurance and arising out of events that occur outside the Premises. Landlord shall have the right, but not the obligation, to increase the amounts or limits of insurance to such amounts as Landlord deems reasonably necessary. Landlord may, at Landlord's option, carry insurance required under this Section under an umbrella policy or policies for coverage amounts exceeding \$1,000,000, provided that such umbrella policy or policies otherwise comply with the requirements of this Section.

(ii) Property Insurance. Insurance covering loss or damage to the Premises and the Property by reason of fire (extended coverage) and those perils included within the classification of "Special Form Causes of Loss" insurance (with other appropriate endorsements), which insurance shall be in the amount of at least 90% of the full replacement value of the Premises (exclusive of excavation, footings, and foundations) as determined by insurance company appraisers or Landlord's insurance broker.

(iii) Flood, Earthquake, and Tornado Insurance. Insurance covering loss or damage to the Premises and the Property by reason of flood, earthquake, ~~or tornado~~, which insurance shall be in the amount in line with insurance carried by comparable property owners of comparable properties within the vicinity of the Property.

7. HAZARDOUS/TOXIC CONDITIONS CLAUSE

a. **Definitions.** As used in this Lease, the following terms have the following meanings:

"Environmental Laws" mean all federal, state or local statutes, laws, ordinances, rules or regulations, relating to protection of human health or the environment, including but not limited to (i) all laws relating to the release of Hazardous Materials into the air, surface water, groundwater or land, or relating to the reporting, investigation or remediation of, licensing, manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials; (ii) all laws pertaining to the protection of the health and safety of employees; and (iii) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601 et seq.; the Hazardous Materials Transportation Act as amended 49 U.S.C. §1801 et seq.; the Resource Conservation and Recovery Act, as amended 42 U.S.C. §6901 et seq.; and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251 et seq.

"Hazardous Materials" mean (i) any toxic substance or hazardous waste, substance or related material, or any pollutant or contaminant that is or may hereafter be defined as or included in the definition of "hazardous substances," "toxic substances," "hazardous materials," "hazardous waste" or words of similar import under any and all Environmental Laws; (ii) petroleum, radon gas, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, transformers or other equipment that contain dielectric fluid containing levels of polychlorinated biphenyls in excess of federal, state or local safety guidelines, whichever are more stringent; and (iii) any substance, gas material or chemical that is or may hereafter be defined as or included in the definition of "hazardous substances," "toxic substances," "hazardous materials," "hazardous waste" or words of similar import under any Environmental Laws.

Facility Name/Location
ANDOVER - OLD TOWN HOUSE (240153-010)
20 MAIN ST, ANDOVER MA 01810-9993

County: Essex
Lease: QU0000536403

"Environmental Contamination" means the presence of any Hazardous Materials which includes the presence of friable asbestos materials at any level, in, on, or under the Property, the Premises, common areas or the Building, at levels that require reporting to the enforcing environmental regulatory agency and/or environmental response action (s) under applicable Environmental Laws.

"Asbestos-Containing Material" (ACM) means any material containing more than 1% asbestos as determined by using the method specified in 40 CFR Part 763, Subpart E, Appendix E. "Friable asbestos material" means any ACM that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

b. Landlord Certification. By execution of this Lease, the Landlord certifies that, to the best of its knowledge and excluding any written disclosures made to the Postal Service: (i) the Property and premises are free of Environmental Contamination; (ii) there are no undisclosed underground storage tanks or associated piping on, in, or under the premises or Property; (iii) there are no ACMs, radon, lead-based paint, or lead piping or solder in drinking water systems, or in or on the Property; and (iv) Landlord has not received, nor is Landlord aware of, any notification or other communication from any party concerning any environmental condition, or violation or potential violation of any Environmental Law, regarding the Property or its vicinity. If the Landlord becomes aware of any such conditions, potential conditions, or violations of any Environmental Laws regarding the Property or its vicinity defined herein, subsequent to Lease commencement, Landlord must disclose the new information to the Postal Service as soon as possible, and under no circumstances later than 5 business days after first becoming aware.

c. Environmental Condition of the Premises.

(i) Unless due to the negligence of the Postal Service, if after the Lease Commencement Date or any renewal thereof, Environmental Contamination is at any time identified on the Property, upon notification by the Postal Service, the Landlord agrees to remediate such Environmental Contamination to the extent required by Environmental Laws. Prior to performing any work, Landlord must seek and receive written approval from the Postal Service Contracting Officer of the Landlord's ~~contractor and~~ scope of work, and such approval will not be unreasonably withheld. The foregoing notwithstanding, the Postal Service shall pay that portion of the costs of remediation of Environmental Contamination caused directly by the negligence of the Postal Service.

(ii) In performance of any work under this Clause, Landlord and Landlord's agents, contractors, and consultants ("**Landlord's Agents**") shall provide all information and data obtained, generated or learned as a result the work, including all verified lab data and all consultant reports, studies and analysis to Postal Service as soon as they become available, but no later than the seven business days after receipt. In addition, if requested by Postal Service, Landlord and Landlords Agents shall promptly make available to Postal Service access to all raw data, whether or not verified. Landlord also shall provide Postal Service with copies of all correspondence, information and documents submitted by or received by Landlord or Landlord's Agents from any third party or any governmental authority relating to the work promptly upon its receipt and/or submission by Landlord or Landlord's Agents. Postal Service shall be permitted to have representatives present during all work, and Landlord and Landlord's Agents shall provide to Postal Service samples, copies of the results of on-site testing and visual inspections, and complete access to all samples and tests taken or conducted.

(iii) If the Landlord fails to remove Environmental Contamination to the extent required by Environmental Law, or otherwise respond in accordance with Environmental Law, to any Environmental Contamination, with such diligence as will ensure its completion within the time specified in Postal Service notice to Landlord (or any extension thereof as may be granted at the sole discretion of the Postal Service), or fails to complete the work within said time, as provided in the Maintenance Rider, the Postal Service shall have the right to perform the work



General Conditions to USPS Lease

Facility Name/Location
ANDOVER - OLD TOWN HOUSE (240153-010)
20 MAIN ST, ANDOVER MA 01810-9993

County: Essex
Lease: QU0000536403

(by contract or otherwise), and withhold the cost plus administrative costs and/or interest, from rent payments due or to become due or to become due under this Lease (or from other amounts owed to Landlord by the Postal Service or federal government). Completion of the work by Postal Service shall not relieve Landlord of its responsibility to perform the work in the future. In addition, the Postal Service may proportionally abate the rent for any period the premises, or any part thereof, are determined by the Postal Service to have been rendered untenantable or unavailable to it by reason of such condition. Alternatively, if Landlord fails to prosecute the work as required and the Postal Service Contracting Officer determines that the premises are untenantable or unfit for use or occupancy, with reasonable discretion, cancel this Lease in its entirety without liability. The remedies provided in this section are non-exclusive and are in addition to any remedies available to the Postal Service under applicable law. If non-friable ACM, whether disclosed by the Landlord prior to execution of this Lease or subsequently found in or on the Property after execution of this Lease, should become friable due to any cause other than the negligence of the Postal Service, the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM shall be performed by the Landlord at the Landlord's sole cost and expense. If ACM in or on the Property or the Building was rendered friable due to the negligence of the Postal Service (including any such negligence of the Postal Service under any prior lease or leases of the Premises), the Postal Service shall be liable for the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM at the Postal Service's sole cost and expense. The parties agree as follows: (1) neither of the following shall constitute the negligence of the Postal Service: (a) reasonable and ordinary wear and tear and (b) damages by the elements or by circumstances over which the Postal Service has no control; (2) to the extent a failure by the Postal Service to maintain the improvements containing ACM in accordance with the Postal Service's obligations under the Maintenance Rider in the current or a prior lease of the Premises causes asbestos in ACM in the Premises to become friable, such failure shall constitute the negligence of the Postal Service hereunder, and the Postal Service shall be liable for the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM at the Postal Service's sole cost and expense; and (3) to the extent a failure by the Landlord to maintain the improvements containing ACM in accordance with the Landlord's obligations under the Maintenance Rider in the current or a prior lease of the Premises causes asbestos in ACM in the Premises to become friable, such failure shall constitute the negligence of the Landlord hereunder, and the Landlord shall be liable for the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM at the Landlord's sole cost and expense.

d. Landlord Indemnification of Postal Service. The Landlord hereby indemnifies and holds harmless the Postal Service and its officers, agents, representatives, and employees from and against any and all claims, losses, damages, actions, causes of action, expenses, fees and/or liability resulting from, brought for, or on account of any violation of this clause or in any way arising out of or connected to Environmental Contamination on the Property, except that Landlord shall not be required to indemnify the Postal Service for, and to the extent of, that portion of Environmental Contamination caused directly by the negligence of the Postal Service.

e. Landlord Rights to Contribution. Nothing stated herein is intended to limit the right of the Landlord or the Postal Service to make claims for contribution or cost recovery under applicable laws against each other or any other persons or entities responsible for such Environmental Contamination.

8. DEFAULTS

a. Default by Postal Service. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by the Postal Service:

(i) The failure by the Postal Service to make any payment of Rent or any other payment required to be made by the Postal Service under this Lease, as and when due, where such failure shall continue for a period of 30



General Conditions to USPS Lease

Facility Name/Location
ANDOVER - OLD TOWN HOUSE (240153-010)
20 MAIN ST, ANDOVER MA 01810-9993

County: Essex
Lease: QU0000536403

days after Landlord notifies the Postal Service in writing of such failure; or
(ii) The failure by the Postal Service to observe or perform any of the provisions of this Lease to be observed or performed by the Postal Service, other than the payment of sums due hereunder, where such failure shall continue for a period of 30 days after written notice thereof from Landlord to the Postal Service; provided, however, that if the nature of the Postal Service's default is such that more than 30 days are reasonably required for its cure, then the Postal Service shall not be deemed to be in default if the Postal Service commences such cure within such 30 day period and thereafter diligently pursues such cure to completion.

b. Default by Landlord; Remedies. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Landlord: (i) Landlord's failure to observe or perform any of the provisions of this Lease required to be observed or performed by Landlord, where such failure is not cured to the full satisfaction of the Postal Service within 30 days after written notice by the Postal Service to Landlord of said failure; provided, however, that if the nature of Landlord's default does not have a materially adverse impact upon the Postal Service's operations in the Premises (as reasonably determined by the Postal Service) and is such that more than 30 days are reasonably required for its cure, then Landlord shall not be deemed to be in default if Landlord commences such cure within such 30 days, thereafter diligently pursues such cure to completion, and completes such cure not later than 60 days from the date of the Postal Service's initial written notice to Landlord; or (ii) if any representation or warranty made by Landlord was false in any material respect when given or deemed given hereunder. In the event of a default by Landlord, the Postal Service, at its option, without further notice or demand, shall have the right to any one or more of the following remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein: (a) to remedy such default or breach and deduct the costs thereof from the Rent next falling due; (b) to proportionately abate the Rent for any period the Premises, or any part thereof, are reasonably determined by the Postal Service to have been rendered untenable, or unfit for use and occupancy, by reason of such default or breach; (c) to seek money damages for loss arising from Landlord's failure to discharge its obligations under the Lease; provided, however, that the Postal Service shall not seek or demand any consequential, punitive or special damages arising from Landlord's default; and (d) to terminate the Lease. Nothing herein contained shall relieve Landlord from its obligations hereunder, nor shall this Section be construed to obligate the Postal Service to perform Landlord's repair obligations under this Lease. The notice and cure provisions in this Paragraph (b) are for general defaults by Landlord not otherwise expressly addressed in other sections of this Lease, and therefore, to the extent of any conflict between the provisions of other sections of this Lease and this Paragraph (b), the provisions of other sections of this Lease shall govern.

c. Force Majeure. In the event that either party shall be delayed or hindered in or prevented from the performance of any covenant, agreement, work, service, or other act required under this Lease to be performed by such party (a "Required Act"), and such delay or hindrance is due to causes entirely beyond its control such as riots, insurrections, martial law, civil commotion, war, acts or threats of terrorism, fire, flood, earthquake, delays by governmental authorities or other casualty or acts of God (a "Force Majeure Event"), then the performance of such Required Act shall be excused for the period of delay, and the time period for performance of the Required Act shall be extended by the same number of days in the period of delay. For purposes of this Lease, the financial inability of Landlord or the Postal Service to perform any Required Act, including (without limitation) failure to obtain adequate or other financing, shall not be deemed to constitute a Force Majeure Event. A Force Majeure Event shall not be deemed to commence sooner than 15 days before the date on which the party who asserts some right, defense or remedy arising from or based upon such Force Majeure Event gives written notice thereof to the other party hereto. If abnormal adverse weather conditions are the basis for a claim for an extension of time due to a Force Majeure Event, the written notice shall be accompanied by data substantiating (i) that the weather conditions were abnormal for the time and could not have been reasonably anticipated and (ii) that the weather conditions complained of had a significant adverse effect on the performance of a Required Act. To establish the extent of any delay to the performance of a Required Act due to abnormal adverse weather, a comparison will be made of the weather for the time of performance of the Required Act with the average of the preceding ten (10) years climatic



General Conditions to USPS Lease

Facility Name/Location
ANDOVER - OLD TOWN HOUSE (240153-010)
20 MAIN ST, ANDOVER MA 01810-9993

County: Essex
Lease: QU0000536403

range based on the National Weather Service statistics for the nearest weather reporting station to the Premises. No extension of time for or excuse for a delay in the performance of a Required Act will be granted for rain, snow, wind, cold temperatures, flood or other natural phenomena of normal intensity for the locality where the Premises are located.

9. CLAIMS AND DISPUTES

a. This Lease shall be governed by federal law, including but not limited to, the Contract Disputes Act of 1978 (41 U.S.C. 7101-7109) (the "Act").

b. Except as provided in the Act, all disputes arising under or relating to this Lease must be resolved under this clause.

c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this Lease. However, a written demand or written assertion by the Landlord seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph d below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

d. A claim by the Landlord must be made in writing and submitted to the Postal Service Contracting Officer for a written decision. A claim by the Postal Service against the Landlord is subject to a written decision by the Postal Service Contracting Officer. For Landlord claims exceeding \$100,000, the Landlord must submit with the claim the following certification:

"I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief, that the amount requested accurately reflects the contract adjustment for which the Landlord believes the Postal Service is liable, and that I am duly authorized to certify the claim on behalf of the Landlord."

The certification may be executed by any person duly authorized to bind the Landlord with respect to the claim.

e. For Landlord claims of \$100,000 or less, the Postal Service Contracting Officer must, if requested in writing by the Landlord, render a decision within 60 days of the request. For Landlord-certified claims over \$100,000, the Postal Service Contracting Officer must, within 60 days, decide the claim or notify the Landlord of the date by which the decision will be made.

f. The Postal Service Contracting Officer's decision is final unless the Landlord appeals or files a suit as provided in the Act.

g. When a claim is submitted by or against a Landlord, the parties by mutual consent may agree to use an alternative dispute resolution (ADR) process to assist in resolving the claim. A certification as described in subparagraph d of this clause must be provided for any claim, regardless of dollar amount, before ADR is used.

h. The Postal Service will pay interest on the amount found due and unpaid from:

1. the date the Postal Service Contracting Officer receives the claim (properly certified if required); or



General Conditions to USPS Lease

Facility Name/Location
ANDOVER - OLD TOWN HOUSE (240153-010)
20 MAIN ST, ANDOVER MA 01810-9993

County: Essex
Lease: QU0000536403

2. the date payment otherwise would be due, if that date is later, until the date of payment.

i. Simple interest on claims will be paid at a rate determined in accordance with the Act.

j. Landlord must proceed diligently with performance of this Lease, pending final resolution of any request for relief, claim, appeal, or action arising under this Lease, and comply with any decision of the Postal Service Contracting Officer.

k. In the event of an alleged Postal Service default where the Postal Service has vacated the Premises, Landlord shall in all events have an affirmative obligation to obtain another tenant for the Premises at a fair market rental and to otherwise mitigate its damages. In no event shall the Postal Service or Landlord be liable for any consequential, punitive, or special damages under this Lease. The parties agree that this restriction shall not apply to liquidated damages, if any, provided for in any workletter or other rider or attachment to this Lease.

10. GENERAL

a. **Quiet Enjoyment.** Without limiting any rights the Postal Service may have by statute or common law, Landlord covenants and agrees that, provided that the Postal Service is not in default under this Lease, and for so long as this Lease is in full force and effect, the Postal Service shall lawfully and quietly hold, occupy and enjoy the Premises during the term of this Lease from and after Landlord's delivery of the Premises to the Postal Service until the end of the term, without disturbance by Landlord or by any person having title paramount to Landlord's title or by any person claiming by, through or under Landlord.

~~b. **Exterior of Building.** Landlord shall not place, or allow any other person or entity to place, any advertising, bas reliefs, murals or other decorations on the exterior walls of the area in which the Premises is located nor shall Landlord place, or allow any other person or entity to place any additional landscaping or plantings in such area in excess of that landscaping or planting in existence at the commencement of this Lease. Nothing stated herein is intended to prohibit Landlord from replacing the landscaping or plantings in existence at the commencement of this Lease as needed.~~

c. **Recording.** Not Applicable

d. **Subordination, Non-Disturbance and Attornment Agreement.** Not Applicable

e. **Severability.** The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

f. **Interpretation.** Section headings are not a part hereof and shall not be used to interpret the meaning of this Lease. This Lease shall be interpreted in accordance with the fair meaning of its words and both parties certify they either have been or have had the opportunity to be represented by their own counsel and that they are familiar with the provisions of this Lease, which provisions have been fully negotiated, and agree that the provisions hereof are not to be construed either for or against either party as the drafting party.

g. **Incorporation of Prior Agreements; Amendments.** This Lease contains all agreements of the parties as of the date hereof with respect to any matter mentioned herein. No prior agreement, correspondence or understanding pertaining to any such matter shall be effective to interpret or modify the terms hereof. This Lease may be modified only in writing, signed by the parties in interest, at the time of the modification. Landlord specifically acknowledges that the Postal Service's employees at the Premises do not have authority to modify the Lease or to waive the Postal Service's rights hereunder.



General Conditions to USPS Lease

Facility Name/Location
ANDOVER - OLD TOWN HOUSE (240153-010)
20 MAIN ST, ANDOVER MA 01810-9993

County: Essex
Lease: QU0000536403

h. **Waivers.** No waiver by the Postal Service or Landlord of any provision hereof shall be deemed a waiver of any other provision hereof and no waiver of any breach hereunder by Postal Service or Landlord shall be deemed a waiver of any subsequent breach by the Postal Service or Landlord of the same or any other provision. A party's consent to or approval of any act shall not be deemed to render unnecessary obtaining such party's consent to or approval of any subsequent act. No waiver shall be effective unless it is in writing, executed on behalf of Landlord or the Postal Service by the person to whom notices are to be addressed.

~~i. **Holding Over.** If the Postal Service remains in possession of the Premises or any part thereof after the expiration of the term, with or without the written consent of Landlord, such occupancy shall be on all the terms of this Lease with the exception that the Postal Service will continue to pay either the last rental rate in effect prior to the expiration or termination of the Lease or the fair market value (as determined by the Postal Service in its sole, but reasonable, discretion) of the leasehold, whichever is higher. If the parties agree to and execute a new lease or a lease extension, the rent paid during the holdover period will be adjusted to reflect the rate negotiated by the parties for the new lease or lease extension, and the difference, if any, will be paid to Landlord along with the new rent for the new lease or lease extension, or credited to the Postal Service, if applicable. The Postal Service may terminate the Lease during the holdover period upon 60 days' prior written notice to Landlord without any liability hereunder to Landlord. Failure by the Postal Service to deliver keys to the Premises to Landlord or to remove its personal property therefrom at the end of the Lease term shall not be construed as an act of holdover by the Postal Service.~~

j. **Successors and Assigns.** Subject to the provisions of this Lease, this Lease shall be binding upon and benefit the parties, their personal representatives, successors and assigns.

k. **Landlord's Access.** Landlord and Landlord's agents shall have the right to enter the Premises upon reasonable prior written notice for the purpose of performing maintenance or repairs that are the responsibility of Landlord under this Lease. The Landlord's right of entry hereunder shall be exercisable only during normal business hours and only on the terms set forth below. All other access to the Premises, including but not limited to showing the property to potential buyers, and within 30 days of the end of the Lease term, showing the property to potential tenants, shall be at the sole discretion of the Postal Service. In the event of emergency requiring access after-hours, Landlord must call the Postal Inspection Service at 1-877-876-2455 Option 2 "Emergency" prior to entry. When entering or performing any repair or other work in the Premises, Landlord, its agents, employees and/or contractors (i) shall identify themselves to the Postal Service's personnel immediately upon entering the Premises, and must be accompanied by a Postal Service employee when not in public areas; and (ii) shall use commercially reasonable, good faith efforts not to materially or unreasonably affect, interrupt or interfere with the Postal Service's use, business or operations on the Premises or obstruct the visibility of or access to the Premises. In the event of substantial, material or unreasonable interference, the Rent and other payments and reimbursements due or to become due under this Lease all shall be equitably abated if the interference continues for more than 24 hours. In the event such interference shall continue for longer than 6 months, the Postal Service shall have the option to terminate this Lease or continue to operate with rent abatement until the interruption ceases. Notwithstanding the foregoing, in the event that, as a result of any substantial, material or unreasonable interference, the Postal Service is legally required to move any of its business operations, then Landlord shall reimburse the Postal Service for the actual reasonable costs incurred in connection with such move.

l. **Calendar Days.** All references herein to "days" shall mean calendar days unless specified to the contrary.

m. **Counterparts.** This Lease may be executed in counterparts, which together shall constitute a single instrument. The parties agree that if the signature(s) of either Landlord or the Postal Service on this Lease or any amendments,



General Conditions to USPS Lease

Facility Name/Location
ANDOVER - OLD TOWN HOUSE (240153-010)
20 MAIN ST, ANDOVER MA 01810-9993

County: Essex
Lease: QU0000536403

Landlord without penalty, or (iii) exercise any other remedy it may have for damages or injunctive relief. The Postal Service may exercise any or all of the foregoing remedies.

11. FACILITIES NONDISCRIMINATION

- a. By executing this Lease, the Landlord certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained.
- b. The Landlord will insert this clause in all contracts or purchase orders under this Lease unless exempted by Secretary of Labor rules, regulations, or orders issued under Executive Order 11246.

12. CLAUSES REQUIRED TO IMPLEMENT POLICIES, STATUTES, OR EXECUTIVE ORDERS

The following clauses are incorporated in this Lease by reference. The text of incorporated terms may be found in the Postal Service's Supplying Principles and Practices, accessible at <http://about.usps.com/manuals/spp/html/spp10.htm> or by searching www.usps.com.

Clause 1-5, Gratuities or Gifts (March 2006)

Clause 1-6, Contingent Fees (March 2006)

Clause 9-3, Davis-Bacon Act (March 2006)¹

Clause 9-7, Equal Opportunity (March 2006)²

Clause 9-13, Affirmative Action for Handicapped Workers (March 2006)³

Clause 9-14, Affirmative Action for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (February 2010)⁴

Clause B-25, Advertising of Contract Awards (February 2013)

Note: For purposes of applying the above standard clauses to this Lease, the terms "supplier," "contractor," and "lessor" are synonymous with "Landlord," and the term "contract" is synonymous with "Lease."

¹ For premises with net interior space in excess of 6,500 SF.

² For leases aggregating payments of \$10,000 or more.

³ For leases aggregating payments of \$10,000 or more.

⁴ For leases aggregating payments of \$25,000 or more.



Maintenance Rider Landlord Responsibility

Facility Name/Location
ANDOVER - OLD TOWN HOUSE (240153-010)
20 MAIN ST, ANDOVER MA 01810-9993

County: Essex
Lease: QU0000536403

1. Landlord shall, except as otherwise specified herein and except for damage resulting from, and to the extent of, the negligence of the Postal Service agents or employees (which portion of the damage arising directly from Postal Service agent or employee negligence shall be the responsibility of the Postal Service), maintain the Premises, including the building and any and all equipment, fixtures, systems, common facilities and appurtenances (including but not limited to parking lots, driveways, sidewalks and fencing), whether severable or non-severable, furnished by Landlord under this Lease, in good repair and tenantable condition consistent with standards of comparable buildings and/or projects located in the vicinity of the Property. Landlord's duties under this Rider shall include repair and replacement, as necessary, and includes without limitation:
 - a. Landlord is responsible for inspection, prevention and eradication of vermin, birds, insects, including, without limitation, termites and any other wood-eating insects and for repairs of any damage resulting therefrom.
 - b. Landlord is responsible to repair damages resulting from Acts of God; acts of public enemy, riot or insurrection; and vandalism and damages resulting from fire or other casualty (except to the extent such damages were caused due to the negligence of the Postal Service agents or employees in which case the Postal Service shall be responsible for the portion of repairs caused directly by its negligence).
 - c. Any heating system and air conditioning equipment furnished by Landlord must be properly sized for the facility, must be in good working order at the commencement of the term, and must be maintained and, if necessary, replaced by Landlord to ensure that it remains in good working order and in proper operation; such system and equipment must be capable of cooling the Premises to 68 degrees Fahrenheit (68°F) and heating the Premises to 78 degrees Fahrenheit (78°F) in all enclosed portions of the Premises (excluding any rear vestibule) at all times. In addition, such system and equipment must provide heat to a minimum of 68 degrees Fahrenheit (68°F) and cooling to a maximum of 78 degrees Fahrenheit (78°F) in all enclosed portions of the Premises (excluding any rear vestibule) at all times during the appropriate seasons. Landlord shall be responsible for maintaining and servicing of the heating system and air-conditioning equipment, including, refrigerant and filters per manufacturer's recommendation as required for proper operation of the equipment and for replacing the same at the end of its useful life or earlier. Regardless of whether Landlord is required by the Lease to provide fuel for a heating system as set forth in the USE Rider, any investigative and remediation cost associated with a release of fuel from the heating system, including any fuel tank, shall be the responsibility of the Landlord, unless, and to the extent that, the release is caused due to the negligence of the Postal Service agents or employees, in which event the Postal Service shall be responsible for a portion of the investigative and remediation costs associated with the release to the extent such release was due directly to the Postal Service's agents' or employees' negligence.
 - d. Boilers (heating and hot water supply) and unfired pressure vessels provided by Landlord as part of the Premises shall be maintained and, if necessary, replaced by the Landlord in accordance with ASME Boiler and Pressure Vessel Code, Sections IV, VI, and VIII; National Fire Prevention Association (NFPA)-70, National Electric Code; and/or ASME Safety Code No. CSD-1, Controls and Safety Devices for Automatically Fired Boilers; ASME A18.1, Safety Standard for Platform Lifts and Chairlifts; NFPA-54, National Fuel Gas Code; and NFPA-31, Oil Burning Equipment Code, as applicable, or as required by local ordinances. Current safety certificates issued by an organization recognized by the National Board of Boiler and Pressure Vessel Inspectors or a federal, state or municipal authority which has adopted the American National Standard Institute/American Society of Mechanical Engineers (ASME) Boiler and Vessel Code, must be provided by



Maintenance Rider Landlord Responsibility

Facility Name/Location
ANDOVER - OLD TOWN HOUSE (240153-010)
20 MAIN ST, ANDOVER MA 01810-9993

County: Essex
Lease: QU0000536403

Landlord for boilers and unfired pressure vessels. In the event local jurisdictions do not require periodic inspection of such equipment, the Postal Service shall have the right to conduct inspections in accordance with the aforesaid codes, and may issue safety certificates, as appropriate.

- e. Any electrical/power system furnished by Landlord must be properly sized for the facility, must be in good working order at the commencement of the term, and must be maintained and, if necessary, replaced by Landlord to ensure that it remains in good working order and in proper operation.
- f. Whether public or private water or sewer systems are provided, said systems (including potable water) must be properly sized for the facility and be maintained in good working order at all times during the term and replaced by Landlord as necessary to ensure that the same remain in good working order as aforesaid, including any inspections that may be required.
- g. ~~Landlord shall paint all interior and exterior previously painted surfaces as follows: no later than six (6) months following the start of the Lease term, unless painted within 60 months prior to the Commencement Date, and at least once every five (5) years during the continuance of the Lease term unless required more often because of damage from fire or other casualty. Landlord is required to apply only one coat of paint. If additional coats are required by the Postal Service, the Postal Service will be responsible for cost of additional coats of paint, including application costs. Landlord shall coordinate the painting schedule in advance with the Postal Service's on-site facility manager. The Postal Service will be responsible for moving furniture and equipment away from walls as required, provided that Landlord gives the Postal Service at least 60 days prior notice of the need to do so, and provided that Landlord shall not conduct any type of painting (interior or exterior) during the period beginning October 1 and ending January 30 during the Lease term.~~
- h. ~~Any elevators, escalators and/or dumbwaiters provided by the Landlord as part of the Premises shall be maintained in good working order throughout the term, and, if necessary to ensure that the same remain in good working order and in proper operation, replaced by the Landlord in accordance with ASME A17.1, Safety Code for Elevators, Escalators, Dumbwaiters, and Moving Walks; ASME A17.2, Elevator Inspectors Manual; ASME A17.3 Safety Code for Existing Elevators and Escalators; ASME A17.4, Emergency Evacuation Procedures for Elevators; and ASME A17.5, Elevator and Escalator Electrical Equipment. Landlord must ensure that current safety certificates for elevators, dumbwaiters and escalators are issued by an organization authorized to inspect in accordance with the ANSI/ASME Code for Elevators, Dumbwaiters and Escalators or appropriate federal, state or municipal authority. In the event local jurisdictions do not require periodic inspection of such equipment, the Postal Service shall have the right to conduct inspections in accordance with the aforesaid codes.~~
- i. Any wiring, including, but not limited to, wiring for the Electronic Security and Surveillance Equipment (ESS), Closed Circuit Television (CCTV), Very Small Aperture Terminal (VSAT), Criminal Investigation System (CIS), Intrusion Detection System (IDS), etc., installed by Landlord shall be maintained, and if necessary, replaced by Landlord. However, the Landlord shall not attempt any maintenance of, or repair of, or interfere with, the actual security, telephone, or telecommunications equipment, such as cameras, consoles, monitors, satellite dishes, telephone handsets, and Point-of-Service (POS) equipment.
- j. Landlord is responsible for all utilities including all systems and structures and the components thereof which deliver such utility services to the Premises, including but not limited to base building plumbing, pipes, conduit, wiring, and related components located within the facility including, without limitation, behind walls,



Maintenance Rider Landlord Responsibility

Facility Name/Location
ANDOVER - OLD TOWN HOUSE (240153-010)
20 MAIN ST, ANDOVER MA 01810-9993

County: Essex
Lease: QU0000536403

under floors and inside ceilings. This excludes additional systems and/or structures that were specifically installed by the Postal Service or its contractors for the Postal Service's particular furniture, fixtures, and equipment (FF&E) needs.

2. Notwithstanding anything herein to the contrary, the Postal Service shall, except for damage resulting from, and to the extent of, the negligence of Landlord, maintain the following items at the Premises if originally installed by the Postal Service: flag poles, dock lifts, roll-up customer service windows, roll-up doors, scissor lifts, electronic security systems, and lobby and back-door locks. The Postal Service's duties include repair and replacement, as necessary, and shall be fulfilled at such time and in such manner as the Postal Service reasonably considers necessary to keep such items in proper condition during the Lease term. The Landlord shall be responsible for the portion of maintenance, repair and replacement costs for damage to such items resulting directly from its negligence.
3. Whenever the Landlord's obligation for maintenance, repair, or replacement arises under this Lease, Landlord shall make all repairs promptly but in any event within the time period provided in the Postal Service's notice to Landlord and submit photographs of the completed repair to the Postal Service at the address designated in such notice provided by the Postal Service. If Landlord fails to make such repairs within the time period set forth in the Postal Service's notice to Landlord (except when the repairs require more time than as provided in the Postal Service's notice to Landlord and Landlord proposes another time period for completion acceptable to the Postal Service), the Postal Service may (i) perform the maintenance, repair, or replacement (by contract or otherwise) and recover the cost plus any administrative cost and/or interest, from the Landlord and from Rent and other payments and reimbursements due or to become due to Landlord, or (ii) terminate the Lease on a date specified by the Postal Service in the notice to Landlord. Notwithstanding the foregoing, in the event of an emergency (as reasonably determined by the Postal Service), the Postal Service may give Landlord such shorter notice as is practicable under the circumstances, including by telephone, and if Landlord fails to make such repairs immediately, the Postal Service may immediately perform the maintenance, repair, or replacement (by contract or otherwise) and recover the cost plus any administrative cost and/or interest, from Landlord and from Rent and other payments and reimbursements due or to become due to Landlord. The Postal Service may abate Rent and all other payments due or to become due under this Lease for any period the Postal Service reasonably determines all or any portion of the Premises, any common areas of the Property providing access to the Premises, or parking areas are untenantable or unfit for the Postal Service's use. The remedies provided in this section are non-exclusive and are in addition to any remedies available to the Postal Service under applicable law.
4. In performing the maintenance, repair and/or replacement obligations under this Lease, Landlord must:
 - a. comply with applicable Occupational Safety and Health Standards, title 29 Code of Federal Regulations (CFR) (including but not limited to Parts 1910 and 1926), promulgated pursuant to the authority of the Occupational Safety and Health Act of 1970 (OSHA);
 - b. comply with any other applicable federal, state, or local regulation governing workplace safety to the extent they are not in conflict with section (a) above; and



Maintenance Rider Landlord Responsibility

Facility Name/Location
ANDOVER - OLD TOWN HOUSE (240153-010)
20 MAIN ST, ANDOVER MA 01810-9993

County: Essex
Lease: QU0000536403

c. take all other proper precautions to protect the health and safety of:

- (1) any laborer or mechanic employed by the Landlord in performance of this Lease;
- (2) Postal Service employees; and
- (3) the public.

Landlord must include this clause in all contracts hereunder and require its inclusion in all subcontracts of a lower tier. The term "Landlord" as used in this clause in any contract must be deemed to refer to the contractor.



Utilities, Service, & Equipment Rider

Facility Name/Location
ANDOVER - OLD TOWN HOUSE (240153-010)
20 MAIN ST, ANDOVER MA 01810-9993

County: Essex
Lease: QU0000536403

1. HEAT

Landlord must furnish and maintain a heating system in accordance with the Maintenance Rider and pay for all fuel required for proper operation of the heating system. (See Addendum #9)

2. AIR CONDITIONING

Landlord must furnish and maintain air-conditioning equipment in accordance with the Maintenance Rider and pay for all power required for proper operation of the equipment. (See Addendum #9)

3. ELECTRICITY

Landlord must furnish and maintain an electrical system in accordance with the Maintenance Rider, and pay for all recurring electric bills. (See Addendum #9)

4. LIGHT

Landlord must provide light fixtures in good working order and maintain, repair and replace the same to ensure that the light fixtures remain in good working order throughout the Lease term. Landlord is not responsible for replacement of light bulbs.

5. WATER

Landlord must furnish and maintain at all times throughout the Lease term a potable water system in good working order, in accordance with the Maintenance Rider, and pay for all recurring water charges. (See Addendum #9)

6. SEWER

Landlord must furnish and maintain at all times throughout the Lease term a sewer system in good working order, in accordance with the Maintenance Rider, and pay for all recurring sewer charges. (See Addendum #9)

7. TRASH

The Postal Service agrees to furnish trash receptacles and pay for all trash removal for the Premises.

8. SNOW

Landlord agrees to furnish and pay for the timely (but in no event later than as required by local law) removal of snow and ice from the roof and the sidewalks, driveway, parking and maneuvering areas, and any other areas providing access to the Premises for use by the Postal Service's employees, contractors, or the public (including, but not limited to, stairs, handicap access ramps, carrier ramps, etc.).

9. CUSTODIAL SERVICES

The Postal Service agrees to furnish and pay for all custodial services for the Premises.

MOTION: I move that the Select Board declare that the 1,105 square feet of interior space on the first floor of the Andover Town House at 20 Main Street currently occupied by the United States Postal Service is available for disposition and that the Select Board authorize the Town Manager to enter into and sign a new lease with the United States Postal Service for said space for a five year period commencing as of August 1, 2020 and ending on July 31, 2025.

COMMONWEALTH OF MASSACHUSETTS

WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH

ESSEX, SS.

To the Constables of the Town of Andover,

GREETINGS:

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said town who are qualified to vote in Elections to vote at:

Precincts 1 and 3
THE CORMIER YOUTH CENTER
WHITTIER COURT, ANDOVER, MASSACHUSETTS

Precincts 4, 5, and 6
WOOD HILL MIDDLE SCHOOL GYMNASIUM
HIGH PLAIN ROAD, ANDOVER, MASSACHUSETTS

Precincts 2, 7, 7A, 8, and 9
THE RICHARD J. COLLINS FIELD HOUSE ANDOVER HIGH SCHOOL
SHAWSHEEN ROAD, ANDOVER, MASSACHUSETTS

on **TUESDAY, THE THIRD DAY OF NOVEMBER, 2020**, from 7:00 A.M. TO 8:00 P.M. for the following purpose:

To cast their votes in the State Election for the candidates for the following offices:

ELECTORS OF PRESIDENT AND VICE PRESIDENT.FOR THESE UNITED STATES
SENATOR IN CONGRESS.FOR THIS COMMONWEALTH
REPRESENTATIVE IN CONGRESSTHIRD CONGRESSIONAL DISTRICT
Precincts 2-7 & 9
REPRESENTATIVE IN CONGRESS.SIXTH CONGRESSIONAL DISTRICT
Precincts 1, 7A & 8
COUNCILLOR.FIFTH DISTRICT
SENATOR IN GENERAL COURTSECOND ESSEX & MIDDLESEX DISTRICT
REPRESENTATIVE IN GENERAL COURTSEVENTEENTH ESSEX DISTRICT
Precincts 2, 3 & 4
REPRESENTATIVE IN GENERAL COURT. EIGHTEENTH ESSEX DISTRICT
Precincts 1 & 5-9
REGISTER OF PROBATE.ESSEX COUNTY

QUESTION 1: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives on or before May 5, 2020?

SUMMARY

This proposed law would require that motor vehicle owners and independent repair facilities be provided with expanded access to mechanical data related to vehicle maintenance and repair.

Starting with model year 2022, the proposed law would require manufacturers of motor vehicles sold in Massachusetts to equip any such vehicles that use telematics systems — systems that collect and wirelessly transmit mechanical data to a remote server — with a standardized open access data platform. Owners of motor

vehicles with telematics systems would get access to mechanical data through a mobile device application. With vehicle owner authorization, independent repair facilities (those not affiliated with a manufacturer) and independent dealerships would be able to retrieve mechanical data from, and send commands to, the vehicle for repair, maintenance, and diagnostic testing.

Under the proposed law, manufacturers would not be allowed to require authorization before owners or repair facilities could access mechanical data stored in a motor vehicle's on-board diagnostic system, except through an authorization process standardized across all makes and models and administered by an entity unaffiliated with the manufacturer.

The proposed law would require the Attorney General to prepare a notice for prospective motor vehicle owners and lessees explaining telematics systems and the proposed law's requirements concerning access to the vehicle's mechanical data. Under the proposed law, dealers would have to provide prospective owners with, and prospective owners would have to acknowledge receipt of, the notice before buying or leasing a vehicle. Failure to comply with these notice requirements would subject motor vehicle dealers to sanctions by the applicable licensing authority.

Motor vehicle owners and independent repair facilities could enforce this law through state consumer protection laws and recover civil penalties of the greater of treble damages or \$10,000 per violation.

A YES VOTE would provide motor vehicle owners and independent repair facilities with expanded access to wirelessly transmitted mechanical data related to their vehicles' maintenance and repair.

A NO VOTE would make no change in the law governing access to vehicles' wirelessly transmitted mechanical data.

QUESTION 2: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives on or before May 5, 2020?

SUMMARY

This proposed law would implement a voting system known as "ranked-choice voting," in which voters rank one or more candidates by order of preference. Ranked-choice voting would be used in primary and general elections for all Massachusetts statewide offices, state legislative offices, federal congressional offices, and certain other offices beginning in 2022. Ranked-choice voting would not be used in elections for president, county commissioner, or regional district school committee member.

Under the proposed law, votes would be counted in a series of rounds. In the first round, if one candidate received more than 50 percent of the first-place votes, that candidate would be declared the winner and no other rounds would be necessary. If no candidate received more than 50 percent of the first-place votes, then the candidate or candidates who received the fewest first-place votes would be eliminated and, in the next round, each vote for an eliminated candidate would instead be counted toward the next highest-ranked candidate on that voter's ballot. Depending on the number of candidates, additional rounds of counting could occur, with the last-place candidate or candidates in each round being eliminated and the votes for an eliminated candidate going to the voter's next choice out of the remaining candidates. A tie for last place in any round would be broken by comparing the tied candidates' support in earlier rounds. Ultimately, the candidate who was, out of the remaining candidates, the preference of a majority of voters would be declared the winner.

Ranked-choice voting would be used only in races where a single candidate is to be declared the winner and not in races where more than one person is to be elected.

Under the proposed law, if no candidate received more than 50 percent of first-place votes in the first round, the rounds of ballot-counting necessary for ranked-choice voting would be conducted at a central tabulation facility. At the facility, voters' rankings would be entered into a computer, which would then be used to calculate the

results of each round of the counting process. The proposed law provides that candidates in a statewide or district election would have at least three days to request a recount.

The Secretary of State would be required to issue regulations to implement the proposed law and conduct a voter education campaign about the ranked-choice voting process. The proposed law would take effect on January 1, 2022.

A YES VOTE would create a system of ranked-choice voting in which voters would have the option to rank candidates in order of preference and votes would be counted in rounds, eliminating candidates with the lowest votes until one candidate has received a majority.

A NO VOTE would make no change in the laws governing voting and how votes are counted.

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

Given under our hands this 5th day of October, 2020.

Ann W. Gilbert, Chair

Alex J. Vispoli, Selectman

Daniel Arrigg Koh, Vice Chair

Laura M. Gregory, Selectwoman

Christian C. Huntress, Clerk

Select Board of: Andover, Massachusetts

A true copy

ATTEST

Ronald Bertheim, Constable

Pursuant to the foregoing Warrant, I, the subscriber, one of the Constables of the Town of Andover, have notified the Inhabitants of said Town to meet at the time and place and for the purposes stated in said Warrant, by posting a true and attested copy of the same on the Town Hall, on each schoolhouse, and in no less than five other public places where bills and notices are usually posted. Said Warrants have been posted at least seven days before the Election.

_____, 2020.

Pursuant to the foregoing Warrant, I, the subscriber, one of the Constables of the Town of Andover, have notified the Inhabitants of said Town to meet at the time and place and for the purposes stated in said Warrant, by posting a true and attested copy of the same on the Town Hall, on each schoolhouse, and in no less than five other public places where bills and notices are usually posted. Said Warrants have been posted at least seven days before the Election.

_____, 2020.
Ronald Bertheim, Constable

WARRANT POSTING PLACES

Precinct One	Youth Center Town Offices Doherty Middle School
Precinct Two	Public Library Post Office (Stevens Street) Shawsheen School
Precinct Three	Town House (Main Street) YMCA (Haverhill Street)
Precinct Four	West Elementary School Greater Lawrence Vocational Technical High School
Precinct Five	High Plain Elementary School Wood Hill Middle School
Precinct Six	Post Office, Ballardvale Sanborn Elementary School
Precinct Seven	South Elementary School
Precinct Eight	Bancroft Elementary School
Precinct Nine	Andover High School West Middle School

Motion for 2020 State Election Warrant

I move that the Select Board vote to approve and sign the 2020 State Election Warrant.



TOWN OF ANDOVER

Town Clerk's Office

36 Bartlet Street
Andover, MA 01810
978-623-8230
townclerk@andoverma.us

ANNUAL TOWN MEETING AND TOWN ELECTION CALENDAR

2021

TOWN ELECTION:	Tuesday, March 23, 2021 7:00AM - 8:00PM Precinct Polling places: Precincts 1 & 3 – Cormier Youth Center Precincts 4, 5, & 6 – Wood Hill Middle School Precincts 2, 7, 7A, 8, & 9 – Andover High School
ANNUAL TOWN MEETING:	May 3 & 4 and 10 & 11, 2021 7:00PM J. Everett Collins Center Auditorium Andover High School, Shawsheen Road
TOWN WARRANT:	Opens: Monday, October 26, 2020 Closes: Friday, January 22, 2021 (4:30PM)
BUDGET DUE TO TOWN:	Friday, February 5, 2021 (First Friday of February)
ANNUAL TOWN REPORT:	Tuesday, March 16, 2021 (7 days before town election)
FINANCE COMMITTEE REPORT	Friday, April 23, 2021 (10 days before business meeting)

PLEASE NOTE: Mail-in voter registration forms are available at the Registry of Motor Vehicles, Memorial Hall Library, all four Post Offices, the Secretary of the Commonwealth's web site, and the Town Offices on Bartlet Street. If you are not registered to vote, to be eligible to vote at an Election or Town Meeting, your mail-in form must be received or postmarked by the last day to register per State law. On-line voter registration is now available on the Secretary of the Commonwealth's web site.

ANDOVER TOWN ELECTION DEADLINES

1. Last day to submit nomination papers to the Board of Registrars for Town Election
Tuesday, February 2, 2021 5:00PM (49 days)
2. Last day to Withdraw from Town Election (notarized statement in writing)
Thursday, February 18, 2021 5:00PM (33days)
3. Last Day to Register to vote for the Town Election for non-registered voters:
Wednesday, March 3, 2021 (20 days)

Town Clerk's Office: Open for voter registration from 8:30AM to 8:00PM

4. Warrant Posted & Published: **No later than Tuesday, March 9, 2021** (14 days)

ANNUAL TOWN MEETING DEADLINES

1. Last Day to Register to vote for the Annual Town Meeting for non-registered voters:

Tuesday, April 13, 2021 (20 days)

Town Clerk's Office: Open for voter registration from 8:30AM to 8:00PM

2. Warrant Posted & Published: **No later than Monday, April 19, 2021** (14 days)

TOWN ELECTION CAMPAIGN FINANCE REPORTING FOR 2021

REPORT DUE:

REPORTING PERIOD DATES:

**2020 End-of-Year
Due Jan. 20, 2021**

Reporting Period Ending: December 31, 2020

from date of last report filed in 2020:

- **June 29, 2020 – December 31, 2020** (2020 candidates not dissolved)
- **January 1, 2020 – December 31, 2020** (all others)

**8 Day Pre-Election
Due March 15, 2021**

Reporting period: January 1, 2021 – March 5, 2021

(accounting closes 10 days before due date)

**30 Day Post-Election
Due April 22, 2021**

Reporting period: March 6, 2021 – April 12, 2021

(accounting closes 10 days before due date)

**2021 End-of-Year
Due Jan. 20, 2022**

Reporting Period Ending – December 31, 2021

from date of last report filed in 2020:

- **April 13, 2021 through December 31, 2021** (all 2020 candidates not dissolved)
- **January 1, 2021 through December 31, 2021** (all others)

Dissolution Report

Due when balance is zero with written notice

2021 STATE ELECTIONS

There are no State elections scheduled for 2021.

Motion for 2021 Annual Town Meeting and Town Election Calendar

I move that the Select Board vote to approve and adopt the 2021 Annual Town Meeting and Town Election Calendar.

Resolution of the Select Board
Town of Andover
October 5, 2020

Whereas, due to the serious medical, social, and economic effects of the Covid-19 epidemic, The Commonwealth of Massachusetts and this Select Board have declared states of emergency for the Commonwealth and Town, respectively;

Whereas, Andover's small businesses face extraordinary challenges due to State restrictions, dwindling customers, and the complexities of operating according to social distancing requirements;

Whereas, Andover's restaurants are required by State law to substantially limit the number of seats available to patrons;

Whereas, Governor Baker's Covid-19 Order No. 50 made certain Phase III adjustments;

Whereas, since June 11, under the auspices of a 120-day community event authorized by this Select Board and declared by the Town Manager, the Town has provided qualifying restaurants use of certain outdoor Town-owned space so that outdoor seating can be offered to patrons, thereby increasing restaurants' capacity to serve the public;

Whereas, the Town Manager, exercising his authority under Section 10(f) of the Town Charter, intends to organize an extension of the initial 120-day community event during which restaurants in Andover will have the opportunity to provide outdoor seating to patrons using defined Town-owned property; and

Whereas, in coordinating this continued community event, the Town Manager, in consultation with the Town Clerk's Office, the Planning Director, the Director of Business Arts, and Culture, Andover Police Department, Andover Fire Rescue, the Department of Public Works, the Public Health department, the Town's Insurance Coordinator, Town Counsel, and the Inspector of Buildings, intends to authorize restaurants to provide outdoor dining on such public property if restaurants meet all of the requirements of the Alcohol Beverage Control Commission, the Board's policies, and certain requirements imposed by the Town Manager at his discretion to protect the Town's public safety, health, parking, and potential liability by way of insurance.

NOW THEREFORE, the Andover Select Board hereby resolves that the Town Manager can and should extend the community event to a time appropriate in his judgement in order to support Andover's restaurants.

Annie Gilbert, Chair

XI.8 TEMPORARY REGULATIONS FOR COVID-19 COMMUNITY EVENT: LICENSES FOR OUTDOOR DINING ON TOWN PROPERTY

These temporary regulations are adopted pursuant to the Resolutions of the Select Board dated May 18, 2020 and October 5, 2020 for the Town Manager's community event in response to the COVID-19 Coronavirus.

OUTDOOR DINING

1. The provisions of Policy XI.5 regulations for outdoor dining licenses (ODL) shall apply to outdoor dining on all Town owned property and not only to outdoor dining on Town sidewalks.
2. Notwithstanding the provisions of Policy XI.5 to the contrary, the Town Manager shall have all of the powers of the Select Board to issue outdoor dining licenses.
3. The insurance requirements set forth in Policy XI.5.7 shall apply to outdoor dining facilities on any Town owned property, and not only to outdoor dining facilities on Town owned sidewalks. The insurance limits applicable under Policy XI.5.7 shall be \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
4. Policy XI.5.4 is deleted, but all other provisions of Policy XI.5 shall apply.
5. Applicants shall conduct activities under issued ODLs in accordance with all State and local social distancing requirements.

ALCOHOLIC BEVERAGES ON TOWN OWNED PROPERTY

1. An existing license holder may apply to temporarily serve alcohol on Town owned property under an ODL issued in connection with the community event declared by the Town Manager. Policy XI.2.L of the Select Board Policies, "Alcohol Beverage Licenses on Town Owned Property," is hereby temporarily amended for this purpose. Applications for a change in the description of a licensed premises must comply with the following:
 - a. Policy XI.2.I "Section 12 Pouring License Provisions: Patios and Outdoor Areas," except paragraph 7 of said Policy.
 - b. Applicants must present a security plan describing provisions for dealing with unruly patrons, traffic/parking considerations, and controlling access to alcohol by minors. Applicants must demonstrate that persons who will serve alcohol are at least 21 years of age and have certification in TIPS or comparable training.
 - c. The application shall be reviewed and approved by the Town Clerk, the Andover Police Department, Andover Fire Rescue, the Department of Public Works, the Public Health Division, and Inspectional Services.

- d. Applicants shall be responsible for cleaning the Town owned property after the community event and shall leave the property in the same condition as it was before the community event.
- e. Applicants shall conduct activities according to all State and local social distancing requirements.
- f. Applicants shall comply in all respects with all requirements of the Massachusetts Alcohol Beverages Control Commission.

DURATION

These Temporary Regulations shall be effective until rescinded by the Select Board or until Governor Baker's Covid-19 Order No. 50 is rescinded or until 60 days after Governor Baker's March 10, 2020 declaration of emergency is ended, whichever occurs first.

**XI.9 TEMPORARY REGULATIONS FOR COVID-19 COMMUNITY EVENT:
LICENSES FOR OUTDOOR DINING ON PRIVATE PROPERTY**

These temporary regulations are adopted pursuant to the Governor's Emergency COVID-19 Order No. 35, dated June 1, 2020, and Order No. 50.

OUTDOOR DINING ON PRIVATE PROPERTY:

1. The provisions of Policy XI.5 regulating outdoor dining shall apply to outdoor dining on private property except as modified or deleted herein.
2. Notwithstanding the provisions of Policy XI.5 to the contrary, the Town Manager shall have all of the powers of the Select Board to issue outdoor dining licenses (ODL) on private property.
3. Policies XI.5.4 and XI.5.8 are deleted.
4. In Policy XI.5.7, the applicable insurance limits are revised to \$1,000,000 per occurrence and \$2,000,000 in the aggregate. If the applicant's outdoor dining plan does not involve crossing any Town property, including without limitation a Town sidewalk to access the outdoor dining area on private property, Policy XI.5.7 is inapplicable.
5. The applicant shall comply with all applicable regulations of the Architectural Access Board.
6. At least 50 percent of the perimeter of any covered dining space must at all times remain open and unobstructed by any form of siding or barriers.
7. Applicants shall conduct activities under issued ODLs in accordance with all State and local social distancing requirements.

ALCOHOL BEVERAGES ON PRIVATE PROPERTY

8. If an application is made to the Select Board for approval of an extension of the licensed premises for service of alcoholic beverages onto private property, the applicant must comply with the Alcoholic Beverages Control Commission's "Guidelines For An Extension of Premises to Patio and Outdoor Areas," approved July 28, 2015, and all other requirements of the Alcoholic Beverages Control Commission.
9. Further, any such the applicant must comply with Policy XI.2.I "Section 12 Pouring License Premises: Patio and Outdoor Areas," except that if a parking lot is included in the area approved by the Select Board as an extension of the premises, paragraph 7 of said policy shall not apply to the approved area.
10. Applicants shall conduct activities according to all State and local social distancing requirements.

DURATION

These Temporary Regulations shall be effective until rescinded by the Select Board or until Governor Baker's Covid-19 Order No. 50 is rescinded or until 60 days after Governor Baker's March 10, 2020 declaration of emergency is ended, whichever occurs first.

Motion of the Select Board:

Delegation of Authority as Local Licensing Authority

I move that the Board, in accordance with Governor Baker's June 1, 2020 COVID-19 Order No. 35 and his September 10, 2020 COVID-19 Order No. 50, designate the Town Manager to act as the Andover Local Licensing Authority for the purposes of facilitating outdoor dining and hereby delegate to the Town Manager the authority to approve temporary alteration of existing premises for alcohol licenses to allow the service of alcohol onto approved outdoor dining facilities.