

Select Board Meeting

Monday, November 2, 2020 7:00 PM

Virtual Meeting Broadcast on Comcast Channel 22 Verizon Channel 45

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- I. **Call to Order – 7:00 P.M.**
 - II. **Opening Ceremonies**
 - A. Moment of Silence/Pledge of Allegiance
 - III. **Communications/Announcements/Liaison Reports**
 - IV. **Regular Business**
 - A. COVID-19 Update – (5 minutes)
Town Manager and Director of Public Health to provide update.
 - B. Eversource – (10 minutes)
Edward 'Kelly' Merritt, Community Relations Specialist for Eversource to introduce company to the Board.
 - C. Update on Diversity, Equity & Inclusion Initiative – (10 minutes)
Director of Community Services to provide an update on Diversity, Equity & Inclusion initiative.
 - D. 3 Gray Road Preservation Restriction – (10 minutes)
Board to review and consider voting to approve a Preservation Restriction Agreement for 3 Gray Road.
 - E. Good Energy Agreement – (5 minutes)
Board to vote to approve and sign the agreement with Good Energy for Community Choice Aggregation.
 - F. Andover Means Tested Senior Tax Exemption – (10 minutes)
To see if the Select Board will consider voting to set the exemption amount for the Andover Means Tested Senior Tax Exemption as voted at the 2018 ATM Article 37. The exemption may be up to a 100% match but no less than a 50% match of the amount of the circuit breaker income tax credit that the applicants received in the previous year.
 - G. Useful Life Vote – (5 minutes)
Board to discuss and consider voting to set the useful lives of certain equipment (and thus the maximum borrowing period) at 10 – 15 years.
 - H. Zoning Board of Appeals Appointments – (10 minutes)
Zoning Board of Appeals Subcommittee to recommend the appointments of three members to the Zoning Board of Appeals. Board to consider voting to approve the Subcommittee's recommended appointments.

I. Amendments to the Traffic Rules and Regulations – (10 minutes)

Board to discuss and vote on the following changes to the Traffic Rules and Regulations as proposed by the Andover Safety Officer.

Schedule 1, Article V, Section 2 – Parking

1. Restrict eight (8) parking spaces in the downtown to 15-minute parking for the purposes of curbside food pickup.

Location	Side	From	To	Type
18 Elm Street	North	1 space 22 feet		15-minute parking New
2 Main Street	East	2 spaces 44 feet		15-minute parking New
7 Barnard Street	South	1 space 22 feet		15-minute parking New
Municipal Lot 1	South	1 space 18 feet		15-minute parking Existing
90 Main Street	East	1 space 22 feet		15-minute parking Existing
19 Essex Street	East	1 space 22 feet		15-minute parking New
93 Main Street	West	1 space 22 feet		15-minute parking Existing

V. 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.

**JOHNSON &
BORENSTEIN, LLC**
ATTORNEYS AT LAW

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Mark B. Johnson (MA, NH, DC)
Donald F. Borenstein (MA, ME, NH)

Gregory R. Richard (MA, NH)
Kathleen M. Heyer (MA, NH)
Thomas D. Orr (MA)
Gordon T. Glass (ME, MA)

Of Counsel
Robert W. Lavoie (MA, NH)

Paralegals
Karen L. Bussell
Lianne Patenaude
Ellen M. Melvin
Tina M. Wilson

October 19, 2020

Hand Delivered

Andrew Flanagan, Town Manager
Andover Town Hall
36 Bartlet Street
Andover, MA 01810

Re: Gray Road Preservation Restriction

Dear Andrew:

Enclosed you will find an original Preservation Restriction that has been signed by the Andover Preservation Commission as well as my clients. You will also find enclosed a letter from Massachusetts Historic Commission indicating that it meets with their approval and an email from Barbara Burke indicating that the Zoning Board has approved the Restriction as to form. The revisions requested by Attorney Urbelis have been made.

I would appreciate you placing this matter on the next Selectmen agenda.

Should you have any questions, please feel free to contact me.

Very truly yours,

JOHNSON & BORENSTEIN, LLC

Mark B. Johnson

MBJ~klb
Enclosure

pc: Thomas Urbelis, Esq.

Mark B. Johnson

From: Barbara Burke <barbara.burke@andoverma.us>
Sent: Wednesday, September 30, 2020 9:17 AM
To: Mark B. Johnson
Subject: RE: Gray rd preservation restriction

Hi Mark,

The ZBA voted on 9/3/20 to accept the preservation restriction for Z-19-165 subject to any minor changes by the Preservation Commission.

If you need something more formal, let me know.

Barbara Burke

Zoning Administrative Secretary
Andover Town Offices
36 Bartlet Street, 1st floor
Andover, MA 01810
TEL 978-623-8627
FAX 978-623-8692

The Andover Town Offices are closed to the public until further notice.
HOWEVER, we are still working to provide excellent customer service.

Conduct business online at www.andoverma.gov

-or at the-

CUSTOMER SERVICE CENTER, 36 Bartlet St., at the ground level entrance at the front of the building
MONDAY-FRIDAY, 9 am – 4 pm.

To apply for permits online, please go to our **ONLINE PERMIT PORTAL** at:
<https://andoverma.gov/609/Permits-Licenses>

1. Create an account or log into your existing account to submit an application.
2. Select the permit type (i.e. zoning).
3. Select the permit sub-type (i.e. Zoning Verification for Residential Business or Business Zoning Verification.)
4. Complete all applicable fields, pay and submit.

The **Andover Zoning Bylaw (Article VIII)** is available on the town website: www.ecode360.com/15582155.

Appendix A (Zoning Bylaw Tables) is towards the top of the bylaw as a PDF.

THIS IS SUBJECT TO CHANGE DUE TO OF THE STATE OF EMERGENCY.

ZBA AGENDA: www.andoverma.gov/agendacenter

ZBA WEBPAGE: <https://andoverma.gov/191/Zoning-Board-of-Appeals>



The Commonwealth of Massachusetts
William Francis Galvin, Secretary of the Commonwealth
Massachusetts Historical Commission

Sept 8, 2020

Mark B. Johnson
Johnson & Borenstein, LLC
12 Chestnut Street
Andover MA 01810-3706

RE: Preservation Restriction Agreement, 3 Gray Road (aka Holt District Schoolhouse – Urquhart House),
Andover, Massachusetts (MHC # ANV.208)

Dear Attorney Johnson:

Staff of the Massachusetts Historical Commission (MHC) have reviewed the revised draft preservation restriction agreement for the above-referenced property, provided in response to the MHC's letter of August 14, 2020. The following comments are provided under the MHC's approval authority for preservation restrictions under M.G.L. Chapter 184, Section 32.

The MHC is prepared to approved the preservation restrictions on the Holt District Schoolhouse – Urquhart House, 3 Gray Road, Andover, conditional upon incorporation of the following comments:

- 1) Page 4. Term 4, line 2. Please delete the phrase "beyond those shown on the Plan". This edit should have been requested as part of MHC's previous comment on this paragraph.
- 2) Page 22. Exhibit B. Please reorient the Exhibit B plan 90 degrees and enlarge to fit the page.
- 3) Page 24. Exhibit C. As noted in your email communication of August 28, 2020, the surveyor signature and certificate stamp will be added to this plan before the agreement is executed.

Once the agreement is in final form it should be executed by all parties, and then may be forwarded to the MHC for signature approval. Before forwarding, please review to assure all notary signature verifications have been correctly completed, as notary errors and omissions are common, and the MHC will return agreements for corrections if there are any irregularities. Once approved we will return the agreement to you for recording at the registry of deeds. Please don't hesitate to contact me if you have any questions regarding the comments included in this letter.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Steinitz", written over a horizontal line.

Michael Steinitz
Deputy State Historic Preservation Officer
Director, Preservation Planning Division
Massachusetts Historical Commission
Michael.steinitz@sec.state.ma.us
978-836-2438 (mobile)

Xc: Karen Herman, Andover Preservation Commission

(Space Above this Line Reserved for Registry of Deeds)

PRESERVATION RESTRICTION AGREEMENT

The parties to this Agreement are the Town of Andover, by and through the Andover Preservation Commission located at 36 Bartlett Street, Andover, Massachusetts, hereinafter referred to as the Grantee, and Cathy C. Urquhart, J. Duncan Urquhart, and Christina A. Urquhart having a residence at 3 Gray Road, Andover, Massachusetts, hereinafter referred to as the Grantor.

WHEREAS, the Grantor is the owner in fee simple of certain real property with improvements thereon known as the Holt District Schoolhouse located at 3 Gray Road in Andover, Massachusetts, hereinafter referred to as the “Parent Parcel”, which is described in Grantor’s Deed recorded at the Northern Essex Registry of Deeds in Book 2928, Page 236, and in **Exhibit A**, attached hereto and incorporated herein by this reference. The Parent Parcel is further described as Lot A on a plan entitled “Plan of Land in Andover, Mass.”, dated August 13, 1998, prepared by Andover Consultants, Inc., and recorded at the Northern Essex Registry of Deeds as Plan Number 13363. A copy of said plan is attached hereto and incorporated herein by reference as **Exhibit B**. The portion of the Parent Parcel containing the Holt District Schoolhouse, said portion hereinafter referred to as the “Premises”, is depicted as Lot 1 on a plan entitled “Plan of Land in Andover, Mass. Prepared for William M. Urquhart Ruth C. Urquhart 3 Gray Road, Andover, Massachusetts 01810”, dated September 20, 2019, prepared by Merrimack Engineering Services, a copy of which is attached hereto and incorporated herein by reference as

Exhibit C. For Grantor's title see Deed recorded at the Northern Essex Registry of Deeds in Book 2928, Page 236, and documents filed with Essex County Probate Court Matter 89P3107-P1 and Essex County Probate Matter ES19P0283EA;

WHEREAS, the Grantor wishes to impose certain restrictions, obligations and duties upon it as the owner of the Premises and on the successors to its right, title and interest therein, with respect to maintenance, protection, and preservation of the Holt District School (the "House") located on the Premises in order to protect the architectural, archaeological and historical integrity thereof;

WHEREAS, the Grantee is a government body organized under the laws of the Commonwealth of Massachusetts and is authorized to accept these preservation restrictions under the Act;

WHEREAS, the Preservation Restriction is in accordance with the Andover Zoning Board of Appeals ("ZBA") Decision No. Z-19-165, dated February 7, 2020;

WHEREAS, said House is an architecturally and historically significant structure meriting the protections of a perpetual Preservation Restriction Agreement under M.G.L. Chapter 184, §§ 31-33;

WHEREAS, the preservation of the Premises with the House is important to the public for the enjoyment and appreciation of its architectural, archaeological and historical heritage and will serve the public interest in a manner consistent with the purposes of M.G.L. Chapter 184, §§ 31, 32 and 33, hereinafter referred to as the Act; and

WHEREAS, the Premises and House are documented on a Massachusetts Historical Commission Inventory Form B prepared by the Andover Preservation Commission dated April 19, 2020, a copy of which is attached hereto and incorporated herein by reference as **Exhibit D**, and in a series of ten (10) photographs dated March 2020, copies of which are attached hereto and incorporated herein by reference as **Exhibit G**.

NOW, THEREFORE, for good and valuable consideration, the Grantor conveys to the Grantee the following preservation restrictions which shall apply in perpetuity to the Premises. These preservation restrictions are set forth so as to ensure the preservation of those characteristics which contribute to the architectural, archaeological and historical integrity of the House on the Premises.

Characteristics which contribute to the architectural, archaeological and historical integrity of the House include, but are not limited to, the artifacts, features, materials, appearance, and workmanship of the House, including those characteristics which originally qualified the House for listing in the Andover Historic Building Survey. The terms of the Preservation Restriction are as follows:

1. MAINTENANCE OF PREMISES: After the completion of the work authorized by the ZBA pursuant to Decision No. Z-19-165 dated February 7, 2020 and recorded with the Registry in Book 16213, Page 194, and which decision is attached to this Agreement as **Exhibit E** and is hereby incorporated by reference, including subdividing the Parent Parcel into two parcels, one of which (Lot 1 the Premises) will contain the House, in substantial conformity with the Plot Plan prepared by Merrimack Engineering Services, dated September 20, 2019, on file with the ZBA (referred to herein as the “Plan”); the Grantor and its successors and assigns shall be responsible for the continued maintenance, repair and administration of the exterior of the House and Premises so as to preserve the characteristics which contribute to the architectural, archaeological and historical integrity of the House and Premises in a manner satisfactory to the Grantee according to the Secretary of the Interior’s “*Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings*” (36 C.F.R. 67 and 68), as these may be amended from time to time (hereinafter “the *Secretary’s Standards*”).” The Grantor may seek financial assistance from any source available to it. The Grantee does not assume any obligation for maintaining, repairing or administering the Premises.

2. INSPECTIONS: The Grantor agrees that the Grantee may inspect the Premises from time to time upon reasonable notice to determine whether the Grantor is in compliance with the terms of this Agreement.

3. INSURANCE: Grantor shall keep the Premises insured by an insurance company rated “A” or better by Best’s for the full replacement value against loss from perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death and property damage. The Grantor shall deliver to the Grantee, within ten (10) business days of the Grantee’s written request thereof, certificates of such insurance coverage.

Provided, however, that whenever the Premises are encumbered with a mortgage or deed of trust, nothing contained in this paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds.

4. ALTERATIONS: The Grantor agrees that no exterior alterations, changes or additions shall be made to the House and Premises, unless such alteration, change or addition (a) is approved as a minor modification by the Andover Preservation Commission; (b) is authorized by the Andover ZBA Decision; (c) is clearly of minor nature and not affecting the characteristics which contribute to the architectural, archaeological or historical integrity of the House, or (d) the Grantee has previously determined that it will not impair such characteristics after reviewing plans and specifications submitted by the Grantor, (in its review the Grantee will apply the *Secretary's Standards* to all proposed work), or (e) required by casualty or other emergency promptly reported to the Grantee. Ordinary maintenance and repair of the House may be made without the written permission of the Grantee. For purposes of this section, interpretation of what constitutes alterations of a minor nature and ordinary maintenance and repair shall be governed by the terms of the Restriction Guidelines relating to exterior of the structure, which are attached to this Agreement as **Exhibit F** and hereby incorporated by reference. Notwithstanding anything to the contrary contained herein, Grantor shall have the right to make any renovations, alterations and/or changes to the interior of the House and to conduct minor routine landscaping activities on the Premises as defined by Restriction Guidelines without obtaining any consent or approval from the Grantee.

4.1 REVIEW OF GRANTOR'S REQUESTS FOR APPROVAL: Grantor shall submit to the Grantee for the Grantee's approval of activities proposed relative to the terms set out in Section 4 two copies of information (including plans, specifications, and designs where appropriate) identifying the proposed activity with reasonable specificity. In connection therewith, Grantor shall also submit to the Grantee a timetable for the proposed activity sufficient to permit the Grantee to monitor such activity. Within forty-five (45) days of the Grantee's receipt of any plan or written request for approval hereunder, Grantee shall certify in writing that (a) it approves the plan or request, or (b) it disapproves the plan or request as submitted, in which case the Grantee shall provide

Grantor with written suggestions for modification or a written explanation for the Grantee's disapproval. Any failure by the Grantee to act within forty-five (45) days of the receipt of Grantor's submission or resubmission of plans or requests shall be deemed to constitute approval by the Grantee of the plan or request as submitted and to permit Grantee to undertake the proposed activity in accordance with the plan or request submitted, so long as the request sets forth the provisions of this Section relating to deemed approval after the passage of time provided nothing herein shall be construed to permit Grantor to undertake any of the activities prohibited hereunder.

4.2 STANDARDS FOR REVIEW: In exercising any authority created by this Preservation Restriction Agreement to inspect the Premises, to review any construction, alteration, repair, or maintenance, or to review casualty damage or to reconstruct or approve reconstruction of the House or additions thereto following casualty damage, the Grantee shall apply the Secretary's Standards.

4.3 ALTERATION, ADDITION, AND MODIFICATION IN THE EVENT OF DAMAGE: In the event of damage to the historic structure, by natural causes or otherwise, such that the historic structure cannot be repaired, the Grantor will notify Grantee within fourteen (14) days of such damage and may perform temporary reconstruction, so as to prevent further damage. Subject to the conditions and requirements of Sections 4, 4.1, 4.2, 4.4 and 4.5 of this Preservation Restriction, Grantor may rebuild on the lot, provided that the new dwelling does not contain more than the same interior floor area as the historic structure (the House), and meets one of the following: (i) the new dwelling is placed in the existing footprint; or (ii) the new dwelling is built in conformity with the zoning side, front and rear setbacks in effect at the time of rebuilding.

4.4 CASUALTY DAMAGE OR DESTRUCTION: In the event that the House or any part thereof shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement or other casualty, Grantor shall notify Grantee in writing within fourteen (14) days of the damage or destruction, such notification shall include what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the House and to protect public safety, shall be undertaken by Grantor without Grantee's prior written approval of the work. Within thirty (30) days of the date of damage or

destruction, a report shall be prepared by a qualified restoration architect and an engineer who are acceptable to the Grantor and the Grantee, which report shall include the following: (i) an assessment of the nature and extent of the damage; (ii) a determination of the feasibility of the restoration of the House and/or reconstruction of damaged or destroyed portions of the House; and (iii) a report of such restoration/reconstruction work necessary to return the House to the condition existing at the date hereof.

4.5 REVIEW AFTER CASUALTY DAMAGE OR DESTRUCTION: If, after reviewing the report provided in Section 4.4 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims, Grantor and Grantee agree that the Purpose of the Preservation Restriction Agreement will be served by such restoration/reconstruction, Grantor and Grantee shall establish a schedule under which Grantor shall complete the restoration/reconstruction of the House in accordance with plans and specifications consented to by the parties up to at least the total of the casualty insurance proceeds available to Grantor.

If, after reviewing the report provided in Section 4.4 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims, Grantor and Grantee agree that restoration/reconstruction of the House is impractical or impossible, or agree that the Purpose of the Preservation Restriction would not be served by such restoration/reconstruction, Grantor, may with the prior written consent of the Grantee, demolish, remove or raze the House or construct new improvements on the Premises subject to the requirements of Section 4.1 and 4.2 of this Preservation Restriction Agreement and all in accordance with applicable laws and regulations. If after reviewing the report provided in Section 4.4 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims, Grantor and Grantee are unable to agree that the purpose of the Preservation Restriction Agreement will or will not be served by such restoration/reconstruction, the matter may be referred by either party to binding arbitration and settled in accordance with the Commonwealth of Massachusetts arbitration statute then in effect.

5. PROHIBITED ACTIVITIES: The following acts or uses are expressly forbidden on, over, or under the Premises, except as otherwise conditioned herein:

- a. after subdividing the Parent Parcel into two parcels, the House shall not be demolished, removed or razed except as provided in section 4, 4.1, 4.2, 4.3, 4.4 and 4.5, above;
- b. no new structures, including, but not limited to, satellite receiving dishes (small rooftop dishes excluded), camping accommodations or mobile homes, shall be erected or placed on the Premises hereafter except for temporary structures required for the maintenance or rehabilitation of the Premises, such as construction trailers;
- c. the dumping of ashes, trash, rubbish, or any other unsightly or offensive materials is prohibited on the Premises;
- d. the Premises shall not be divided or subdivided in law or in fact and the Premises shall not be devised or conveyed except as a unit; and,
- e. no above ground utility transmission lines, except those reasonably necessary to serve the House on the Premises, may be created on the Premises, subject to utility easements already recorded.

6. INDEMNIFICATION; TAXES; LIENS:

6.1 INDEMNIFICATION: Grantor hereby agrees to pay, protect, indemnify, hold harmless and defend at its own cost and expense, Grantee, its agent, directors and employees, or independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses, and expenditures (including reasonable attorney's fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person; physical damage to the Premises; the presence or release in, on, or about the Premises, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any law, ordinance or regulation as a hazardous, toxic, pollution, or contaminating substance; or other injury or other damage occurring on or about the Premises, unless such injury or damage is caused by Grantee or any agent, trustee, employee, or contractor of Grantee. In the event that Grantor is required to indemnify Grantee pursuant to the terms of this section, the amount of such indemnity, until discharged, shall constitute a lien on the Premises with the same effect and priority as a mechanic's lien. Provided, however, that nothing contained herein shall jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with the promissory note secured by the Premises.

6.2. TAXES: Grantor shall pay immediately, when first due and owing, all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may become a lien on the Premises unless Grantor timely objects to the amount or validity of the assessment or charge and diligently prosecutes an appeal thereof, in which case the obligation to pay such charges shall be suspended for the period permitted by law for prosecuting such appeal and any applicable grace period following completion of such action. Grantee is hereby authorized but in no event required or expected, to make or advance upon three (3) days prior written notice to Grantor in the place of Grantor, any payment relating to taxes, assessments, water rates, sewer rentals and other governmental or municipality charge, fine, imposition, or lien procured from the appropriate public office without inquiry into the accuracy of such bill, statement or assessment or into the validity of such tax, assessment, sale or forfeiture. Such payment if made by Grantee shall constitute a lien on the Premises with the same effect and priority as a mechanic's lien. Provided, however, that nothing contained herein shall jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the Premises.

6.3 LIENS: Any lien on the Premises created pursuant to any paragraph of this Restriction may be confirmed by judgment and foreclosed by Grantee in the same manner as a mechanic's lien. Provided, however, that no lien created pursuant to this Restriction shall jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the Premises.

7. GRANTEE'S REMEDIES: Grantee may, following reasonable written notice to Grantor, institute suit(s) to enjoin any violation of the terms of this Restriction by ex parte, temporary, preliminary, and/or permanent injunction, including prohibitory and/or mandatory injunctive relief, and to require the restoration of the Premises and House to the condition and appearance required under this Restriction. Grantee shall also have available all legal and other equitable remedies to enforce Grantor's obligations hereunder.

In the event Grantor is found to have violated any of its obligations, Grantor shall reimburse Grantee for any costs or expenses incurred in connection with Grantee's

enforcement of the terms of this Restriction, including all reasonable Court costs, and attorney's, architectural, engineering, and/or expert witness fees.

Exercise by Grantee of one remedy hereunder shall not have the effect of waiving or limiting any other remedy, and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

8. NOTICES:

8.1 NOTICE FROM GOVERNMENT AUTHORITIES: Grantor shall deliver to Grantee copies of any notice of violation or lien relating to the Premises received by Grantor from any government authority within five (5) days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice or lien where compliance is required by law.

8.2 NOTICE OF PROPOSED SALE: Grantor shall promptly notify Grantee in writing of any proposed sale of the Premises. Grantor shall provide new owners with a copy of this restriction and provide the opportunity for Grantee to explain the terms of the Restriction to potential new owners prior to sale closing.

9. RESTORATION OF STRUCTURE: If, during the subdivision of the Parent Parcel into two parcels, the House is destroyed, or its exterior historic features are damaged beyond repair, and it is found that the historic structure cannot be saved; then the Grantor and Grantee may agree to seek the extinguishment of this Preservation Restriction Agreement following the terms of Section 15 of this Preservation Restriction Agreement and all the requirements of the Act and the applicable laws of the Commonwealth for extinguishment.

10. VALIDITY AND SEVERABILITY: The invalidity of M.G.L. Chapter 184 or any part thereof shall not affect the validity and enforceability of this Agreement according to its terms. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

11. RECORDING: The Grantor agrees to record this Agreement with the appropriate Registry of Deeds and to file a copy of such recorded instrument with the Grantee.

12. RESTRICTIONS SHALL RUN WITH THE LAND: The burden of these restrictions shall run with the land and shall be binding on all future owners of the interest therein. The right of enforcement shall be as provided for in the Act.

Anything contained herein to the contrary notwithstanding, an owner of the Premises, shall have no obligation pursuant to this instrument where such owner shall cease to have any ownership interest in the Premises by reason of a bona fide transfer. The restrictions, stipulations, and covenants contained herein shall be inserted by Grantor, verbatim or by express reference, in any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title to or any lesser estate in the Premises or any part thereof, including by way of example and not limitation, a lease of all or a portion of the Premises.

13. INTERPRETATION: The following provisions shall govern the effectiveness, interpretation, and duration of this Agreement.

a. Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of Premises shall not apply in the construction or interpretation of this Restriction and this instrument shall be interpreted broadly to affect its Purpose and the transfer of rights and the restrictions on use herein contained.

b. This instrument is executed in two counterparts, one of which is to be retained by Grantor and the other, after recording, to be retained by Grantee. In the event of any disparity between the counterparts produced, the counterpart retained by Grantee shall in all cases govern. Except as provided in the preceding sentence, each counterpart shall constitute the agreement of the parties.

c. This instrument is made pursuant to the Act, but the invalidity of such statute or any part thereof shall not affect the validity and enforceability of this Restriction according to its terms, it being the intent of the parties to agree and to bind themselves, their successors and their assigns in perpetuity to each term of this instrument whether or not this instrument be unenforceable by reason of any statute, common law, or private agreement either in existence now or at any time subsequent hereto.

d. Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to building materials, construction methods or use. In the event of any conflict between any such ordinance or

regulation and the terms hereof, Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purposes of both this Restriction and such ordinance or regulation.

14. RECORDING AND EFFECTIVE DATE: The terms of this Agreement shall not take full force or effect until approved and signed by the Massachusetts Historical Commission, Andover Preservation Commission and the Andover Select Board and recorded with the proper Registry of Deeds.

15. EXTINGUISHMENT: Grantor and Grantee hereby recognize that an unexpected change in the conditions surrounding the Premises may make impossible the continued use of the Premises for the purpose of this Preservation Restriction Agreement and necessitate extinguishment of the Preservation Restriction Agreement, provided, however, that no such extinguishment shall prevent the Grantor from rebuilding the dwelling in accordance with Section 4 hereof. Such a condition may include, but is not limited to, partial or total destruction of the House resulting from casualty. Such an extinguishment must meet all the requirements of the Act and the laws of the Commonwealth for extinguishment, including approvals following public hearings by the Town of Andover and by the Massachusetts Historical Commission to determine that such extinguishment is in the public interest.

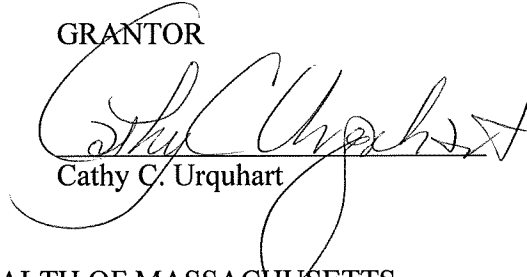
16. BASELINE DOCUMENTATION: Original, archival quality, photographic prints of the high-resolution baseline photographs included herewith as **Exhibit G**, together with the digital electronic photographic files, shall be maintained by the Town of Andover and the Andover Preservation Commission at Town of Andover municipal offices, together with a numbered list of the photographs indicating photographic view and date taken, said photographic documentation to be used in the administration and enforcement of the Purpose and terms of this Preservation Restriction Agreement. An additional copy of the baseline documentation shall be filed with the Massachusetts Historical Commission.

17. ARCHAEOLOGICAL ACTIVITIES: The conduct of archaeological activities on the Premises, including without limitation survey, excavation, and artifact retrieval, may occur only following the submission of an archaeological field investigation plan prepared by the Grantor and approved in writing by the Grantee and the State

Archaeologist of the Massachusetts Historical Commission (M.G.L. c.9, Sec. 27C, 950 C.M.R. 70.00).

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of 28th, 2020.

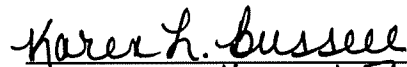
GRANTOR


Cathy C. Urquhart

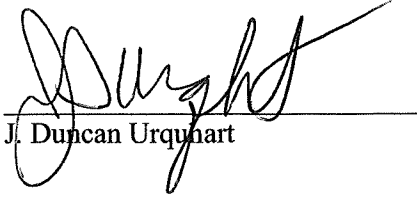
COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

On this 28th day of September, 2020, before me, the undersigned notary public, personally appeared Cathy C. Urquhart and proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.


Notary Public: Karen L. Busse
My Commission Expires: June 5, 2026



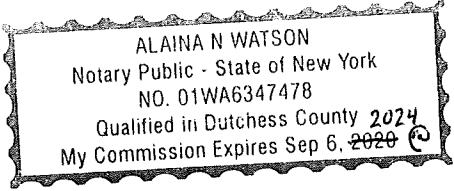



J. Duncan Urquhart

STATE OF New York

County of Dutchess, ss. Hyde Park

On this 25th day of September, 2020, before me, the undersigned notary public, personally appeared J. Duncan Urquhart and proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.





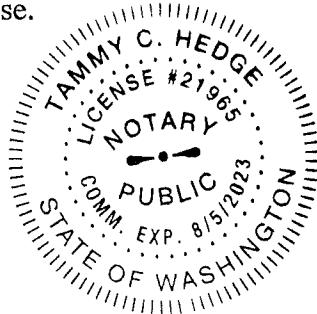
Notary Public:
My Commission Expires: September 6th, 2024

Christina A. Urquhart
Christina A. Urquhart

STATE OF Washington

COUNTY OF Whatcom, ss.

On this 25th day of September, 2020, before me, the undersigned notary public, personally appeared Christina A. Urquhart and proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose names is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.



Tammy C Hedge
Notary Public: Tammy C Hedge
My Commission Expires: August 5, 2023

APPROVAL AND ACCEPTANCE BY THE ANDOVER SELECT BOARD

The undersigned hereby certifies that the foregoing preservation restrictions have been approved and accepted pursuant to Massachusetts General Laws, Chapter 184, Section 32, on _____, 2020.

ANDOVER SELECT BOARD

By _____
Ann W. Gilbert, Chair

By _____
Daniel A. Koh, Vice Chair

By _____
Christian C. Huntress, Clerk

By _____
Alexander J. Vispoli, Member

By _____
Laura M Gregory, Member

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

On this ____ day of _____, 2020, before me, the undersigned notary public, personally appeared Ann Gilbert, Chair of the Andover Select Board, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public:
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

On this ____ day of _____ 2020, before me, the undersigned notary public, personally appeared Laura M. Gregory, Member of the Andover Select Board proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public:
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

On this ____ day of _____, 2020, before me, the undersigned notary public, personally appeared Daniel A. Koh, Vice Chair of the Andover Select Board, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public:
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

On this ____ day of _____ - 2020, before me, the undersigned notary public, personally appeared Christian C. Huntress, Clerk of the Andover Select Board, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public:
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

On this ____ day of _____, 2020, before me, the undersigned notary public, personally appeared Alexander J. Vispoli, Member of the Andover Select Board, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public:
My Commission Expires:

ACCEPTANCE BY THE ANDOVER PRESERVATION COMMISSION

The undersigned hereby certifies that the foregoing preservation restrictions have been approved and accepted pursuant to Massachusetts General Laws, Chapter 184, Section 32, on September 24, 2020.

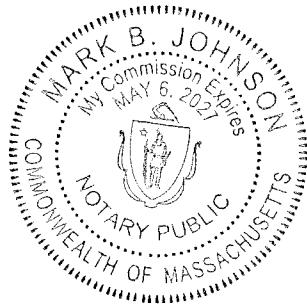
ANDOVER PRESERVATION
COMMISSION

By Karen M. Herman
Karen Herman, Chairwoman

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

On this 24 day of September, 2020, before me, the undersigned notary public, personally appeared, Karen Herman, Chairwoman and Authorized Signatory of the Andover Preservation Commission, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.



Notary Public: Mark B. Johnson
My Commission Expires: 5/6/2027

APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION

The undersigned hereby certifies that the foregoing preservation restrictions have been approved pursuant to Massachusetts General Laws, Chapter 184, Section 32.

MASSACHUSETTS HISTORICAL
COMMISSION

By _____
Brona Simon
Executive Director and Clerk
Massachusetts Historical Commission

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

On this _____ day of _____, 2020 before me, the undersigned notary public, personally appeared, Brona Simon, Executive Director and Clerk of the Massachusetts Historical Commission, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public:
My Commission Expires:

Exhibit A

Legal Description of Parent Parcel

Source: Northern Essex Registry of Deeds, Book 2928, Page 236

... the land and buildings in that part of Andover called "Holt District"

Beginning at the Southwesterly corner of said land at the junction of Salem Street and Gray Road, so called, thence Easterly by said Salem Street to a corner at land now or formerly of the Wright; thence Northerly by the land of said Wright, to a corner; thence Easterly again by land of said Wright to a corner at land now or formerly of Gould; thence Northerly by land of said Gould to a corner at land now or formerly of D'Arcy; thence Westerly by said land of D'Arcy to a corner at said Gray Road; and thence Southerly by said Gray Road to said Salem Street, and the point of beginning;

Being all of the measurements, more or less, and said premises containing forty (40) acres of land, more or less.

There is specifically excluded from the above described parcel of land the parcel described in a deed from John D. Urquhart to George E. Many recorded in the North Essex Registry of Deeds in Book 610 Page 445 and Book 710 Page 69 and both parcels shown on said registry plan #1876; there is also excluded deeds from the Grantors herein to Picwel Builders, Inc., recorded in Book 1681 Page 208 and a correction deed at Book 1706 Page 178; and there is further excluded the deeds from the Grantors herein to Dana F. Perkins & Associates, Inc. recorded in Book 1687 Page 204, Book 1745 Page 256, and Book 1745 Page 257.

Exhibit B

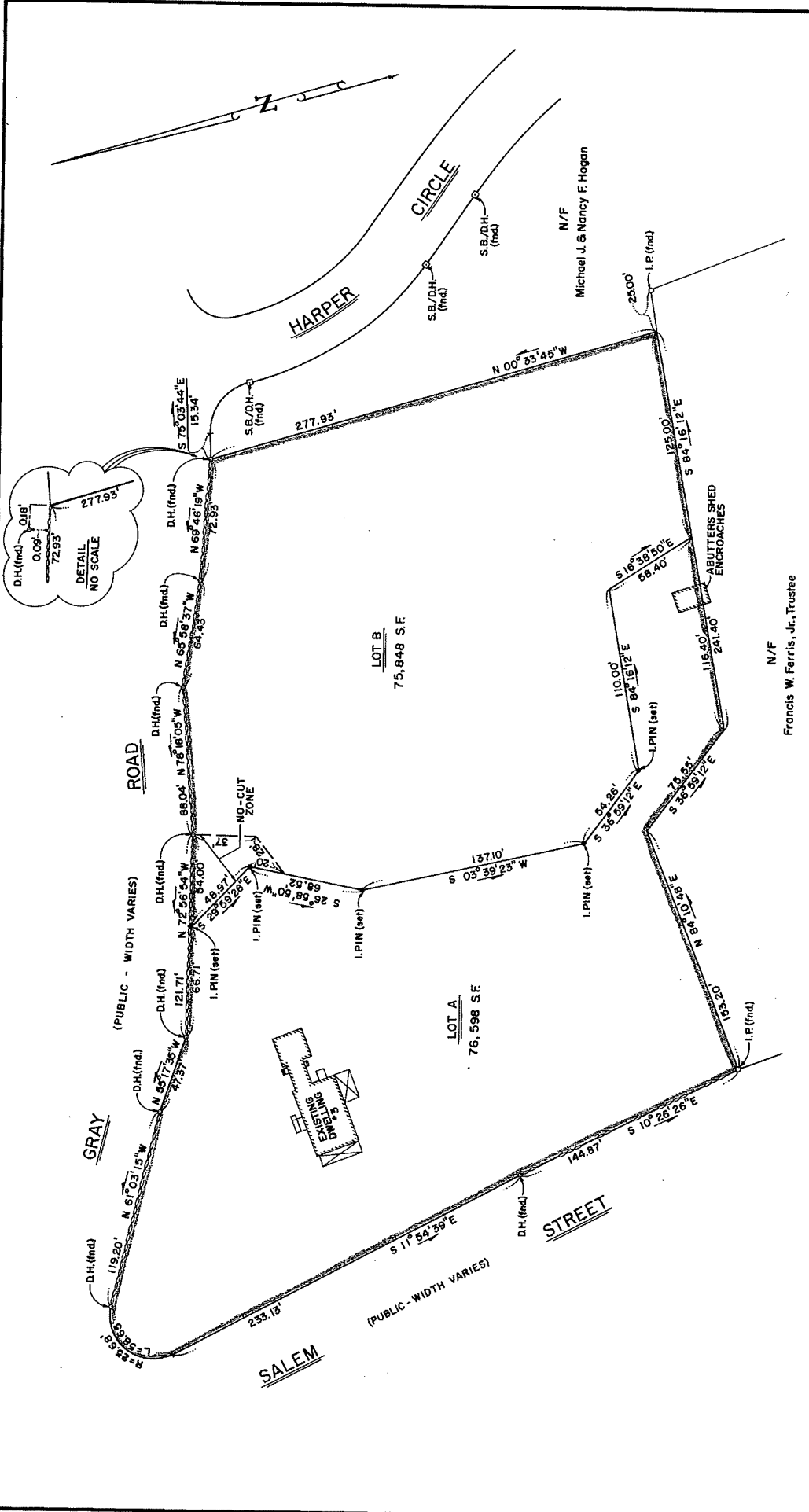
“Plan of Land in Andover, Mass.”
Northern Essex Registry of Deeds Plan Number 13363

[see attached]

40194
13363

1.50

2/20/98



PLAN OF LAND
in
ANDOVER, MASS.

OWNER: RUTH C. URQUHART

DATE: AUGUST 13, 1998
SCALE: 1" = 40'

andover consultants inc.

William S. MacLead
Reg. Prof. Land Surveyor
1 East River Place
Methuen, Mass. 01844
0 40 80 120 160 Ft.

ANDOVER PLANNING BOARD
THIS PLAN DOES NOT REQUIRE THE APPROVAL OF THE ANDOVER PLANNING BOARD.

Francis W. Ferris, Jr.
Francis W. Ferris, Jr., Trustee
N/F

Ruth C. Urquhart
DATE: 8/21/98

I HEREBY CERTIFY THAT THE LOTS SHOWN ON THIS PLAN CONFORM TO THE DEFINITION OF LOT AREA AS DEFINED IN THE ANDOVER ZONING BY-LAW. I ALSO CERTIFY THAT THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF MASSACHUSETTS.

William S. MacLead
REG. PROF. LAND SURVEYOR

FOR REGISTRY USE ONLY
Plan # 13363
Registry of Deeds
North Andover, Mass.
December 25, 1998 at 8:31 AM
William S. MacLead
Registrar of Deeds

1.50

Exhibit C

“Plan of Land in Andover, Mass. Prepared for William M. Urquhart Ruth C. Urquhart 3
Gray Road, Andover, Massachusetts 01810”, dated September 20, 2019, prepared by
Merrimack Engineering Services

[see attached]

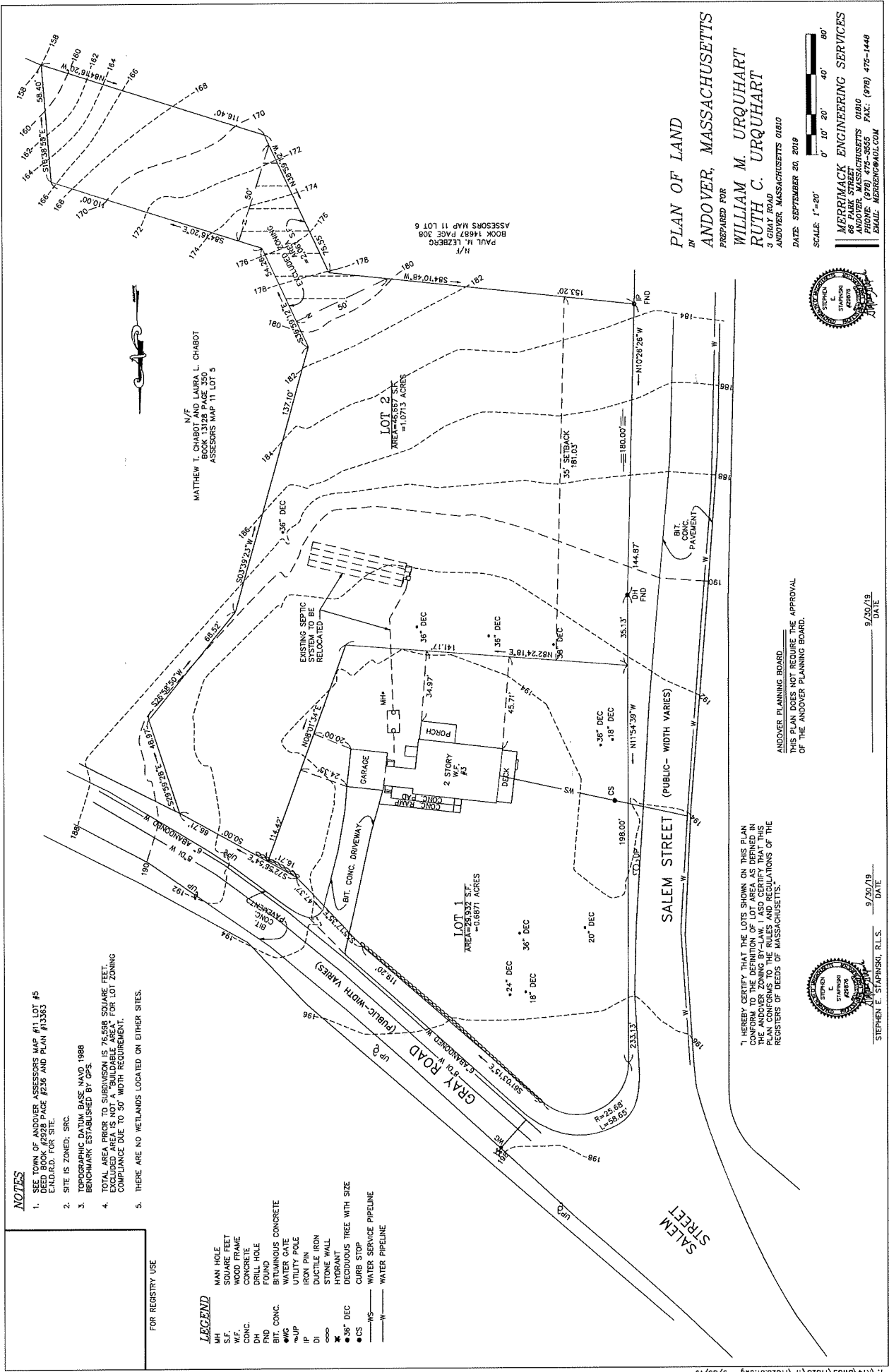
NOTES

1. SEE TOWN OF ANDOVER, ASSESSORS MAP #11 LOT #5 AND MAP #25B AND PLAN #3585 E.N.D.A.D. FOR SITE.
2. SITE IS ZONED, SRC.
3. TOPOGRAPHIC DATUM BASE, NAVD 1988 BENCHMARK ESTABLISHED BY GPS.
4. TOTAL AREA PRIOR TO SUBDIVISION IS 76,598 SQUARE FEET. TOTAL AREA OF THIS PLAN IS 10,073 SQUARE FEET FOR LOT ZONING COMPLIANCE DUE TO 50' WIDTH REQUIREMENT.
5. THERE ARE NO WETLANDS LOCATED ON EITHER SITES.

FOR REGISTRY USE

LEGEND

- MH MAN HOLE
- S.F. SQUARE FEET
- N/F. NODIFIED
- CONC. CONCRETE
- DH DRILL HOLE
- FOUND FOUND
- BIT. CONC. BITUMINOUS CONCRETE
- W/C WATER CURE
- IP IRON PIN
- DI DUCTILE IRON
- STONE WALL
- DECIDUOUS TREE WITH SIZE
- 36" DEC 36" DEC
- CS CURB STOP
- WS WATER SERVICE PIPELINE
- W WATER PIPELINE



MATTHEW T. CHABOT AND LAURA L. CHABOT
N/F
BOOK 13243 PAGE 350
ASSESSORS MAP #11 LOT 5

LOT 2
AREA = 1.0713 ACRES

LOT 1
AREA = 0.6971 ACRES

PAUL M. LEZBERG
N/F
BOOK 1453 PAGE 308
ASSESSORS MAP #11 LOT 6

PLAN OF LAND
IN
ANDOVER, MASSACHUSETTS
PREPARED FOR
WILLIAM M. URQUHART
RUTH C. URQUHART
3 GRAY ROAD
ANDOVER, MASSACHUSETTS 01810
DATE: SEPTEMBER 20, 2019

SCALE: 1"=20'
0' 10' 20' 40' 60'

MERRIMACK ENGINEERING SERVICES
66 PARK STREET
ANDOVER, MASSACHUSETTS 01810
PHONE: (978) 472-5555 FAX: (978) 475-1448
EMAIL: MERRENG@AOL.COM



I, HEREBY CERTIFY THAT THE LOTS SHOWN ON THIS PLAN CONFORM TO THE DEFINITION OF LOT AREA AS DEFINED IN THE ANDOVER ZONING BY-LAW. I ALSO CERTIFY THAT THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF MASSACHUSETTS.

ANDOVER PLANNING BOARD
THIS PLAN DOES NOT REQUIRE THE APPROVAL OF THE ANDOVER PLANNING BOARD.

STEPHEN E. STARNSKI, R.L.S. 9/20/19 DATE

9/20/19 DATE

Exhibit D

Andover Historic Building Survey – Inventory Form

[see attached]

FORM B – BUILDING

MASSACHUSETTS HISTORICAL COMMISSION
MASSACHUSETTS ARCHIVES BUILDING
220 MORRISSEY BOULEVARD
BOSTON, MASSACHUSETTS 02125

Assessor's Number USGS Quad Area(s) Form Number

11-5			
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Town/City: Andover

Place: (*neighborhood or village*): Holt District- Old Cape District

Address: 3 Gray Road

Historic Name: Holt District Schoolhouse - Urquhart House

Uses: Present: single family residence

Original: schoolhouse

Date of Construction: 1869, post 1913

Source: Andover Advertiser, June 18, 1869

Style/Form: Gothic Revival

Architect/Builder: William S. Jenkins, builder

Exterior Material:

Foundation: stone & granite

Wall/Trim: clapboards/wood

Roof: asphalt-gable

Outbuildings/Secondary Structures: attached rear ell and garage, mid 20th century

Major Alterations (*with dates*): The schoolhouse was converted to residence after 1913 and the roof raised by four feet to accommodate a second floor.

Condition: excellent

Moved: no yes **Date:**

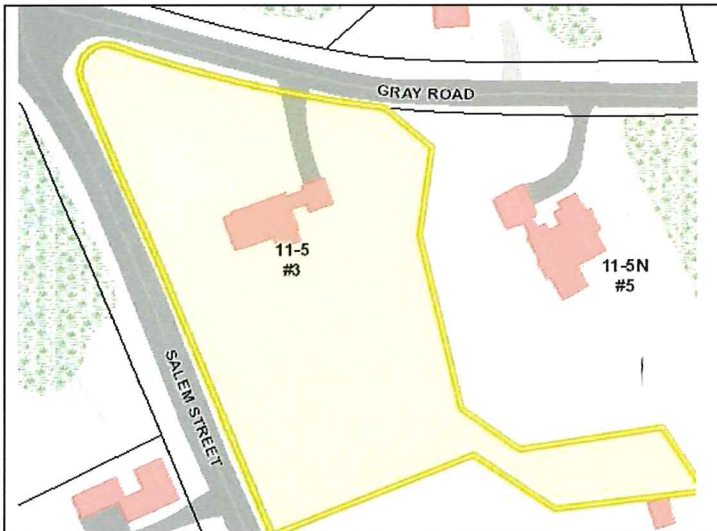
Acreage: 1.758 acres

Setting: residential

Photograph



Locus Map



Recorded by: Stack/Mofford, Batchelder, Greene, Herman

Organization: Andover Preservation Commission

Date (*month / year*): 1975-77, 3/10/2015, 4/19/2020, 8/20/2020



Bk 16213 Ps194 #5391
03-03-2020 @ 02:23p
Essex North Registry

**DECISION OF THE
ZONING BOARD OF APPEALS
ANDOVER, MASSACHUSETTS**

(Space above reserved for Registry of Deeds)
(Space below reserved for Town Clerk)

Decision Number: Z-19-165

Date Application Filed: December 10, 2019

Applicant: Estate of Ruth Urquhart
Cathy C. Urquhart, Trustee
3 Gray Road
Andover, MA 01810

Premises Affected: Land and buildings at 3 Gray Road
Located in Zoning District SRC
Town Assessor's Map 11, Lot 5
Essex North Registry of Deeds Book 2928, ^{Page} ~~Lot~~ 236

Owner of Record: Estate of Ruth Urquhart
Cathy C. Urquhart, Trustee
3 Gray Road
Andover, MA 01810

Relief Requested: Special Permit under Article VIII, §7.9

Public Notice: Notice published in the Andover Townsman on December 19 and 26, 2019 and notice sent by mail, postage prepaid, to all interested parties pursuant to the provisions of Massachusetts General Laws.

Public Hearing(s) held: January 2, 2020 and continued to February 6, 2020

Decision of the Board: Special Permit under Article VIII, §7.9 GRANTED with conditions

Members participating: Oltman, McDonough, Rechisky, Casper, Faulk

Date of Decision: February 7, 2020

RECEIVED
TOWN CLERK'S OFFICE
2020 FEB - 7 P 12:30
TOWN OF ANDOVER, MASS

3 Gray Road
Decision No. Z-19-165

I. FACTS PRESENTED AT THE PUBLIC HEARING

A public hearing was held in Conference Room A, 3rd Floor, Town Offices, 36 Bartlet Street, Andover, MA on Thursday, January 2, 2020 on the petition of Cathy Urquhart for a Special Permit under Article VIII, §7.9 to subdivide the Parent Lot located at 3 Gray Road, creating a Host Lot with an existing historic house and one new lot. Present were: Elizabeth Oltman, Chair; Carol C. McDonough, Clerk; Lisa Rechisky, Daniel Casper, and Kathy Faulk, Members; Denise Bordonaro, Ellen Keller, Michael Novaria, and David Guerette, Associate Members.

Attorney Mark Johnson appeared before the Board on behalf of the Applicant. Also present was Cathy Urquhart, the Applicant and Trustee. The Applicant is requesting a Dimensional Special Permit for Historic Preservation pursuant to §7.9 of the Zoning By-law. The Parent Parcel is a 1.76-acre parcel located at 3 Gray Road in the SRC district, which Applicant proposes to divide into two lots. The Host Lot will contain the existing historic dwelling, thought to be the former Holt District Schoolhouse, and is designated as Lot 1 on the Plan of Land dated September 20, 2019. One New Lot will be created for a new dwelling, designated as Lot 2 on the Plan of Land.

The Applicant proposes to maintain the historic dwelling in its current location and condition on the Host Lot. This historic house was built in approximately 1855 and is listed on the Andover Historic Preservation Commission Register. The existing septic system will be relocated to Lot 1. The Andover Preservation Commission has approved this application.

After the proposed subdivision, the Host Lot will contain 29,932 square feet of lot area, more than the one-half of the specified minimum lot area for the SRC district (43,560 square feet). The Host Lot (Lot 1) will meet the remaining dimensional requirements for a historic preservation special permit: 183 feet of frontage (100 feet required); over 50 feet front yard (50 feet required); 20 feet side yard (20 feet required); and a 34.97 feet rear yard setback (30 feet required).

The New Lot will meet all the dimensional requirements applicable in an SRC district for lot area and lot frontage and the dwelling constructed on them will meet the applicable SRC setback requirements and will be designed to maintain the existing character of the neighborhood. There are no wetland areas on either lot. Municipal water services will be provided and each lot will have an on-site septic system.

The current dwelling on the Host Lot is not currently protected by a preservation restriction and Applicant argues that the requested modification of dimensional requirements and issuance of this special permit are necessary to protect the existing historic dwelling and the streetscape from changes to the structure or demolition. If issuance of the special permit is approved, the Applicant will execute and record a Preservation Restriction in the form required in §7.9.6.8.

In response to questions from the Board, Attorney Johnson noted that the septic systems for the Host Lot and the New Lot will be subject to the approval of the Department of Health. The Host Lot and the New Lot will be shown on an Approval Not Required (ANR) plan certified by the Planning Board pursuant to §7.9.6.5. The Board requested that the Applicant file consent forms from the other two property owners, siblings of Ms. Urquhart.

Karen Herman, Chair of the Andover Preservation Commission, submitted a statement that the Commission fully supports this proposal. The Commission is of the opinion that this project qualifies for consideration of the historic preservation by-law. The Commission will approve the design of the new dwelling to be constructed, to

3 Gray Road
Decision No. Z-19-165

review and approve the preservation restriction, and to review and approve any work to be done on the historic house.

No one else appeared before the Board to speak either for or against the petition. The Board voted unanimously to waive a viewing of the premises and to close the public hearing. The Board then proceeded to deliberate the matter. In deliberation, the sense of the Board was to approve the requested special permit with appropriate findings and conditions. The Board voted unanimously to continue its deliberation to its regular meeting to be held on February 6, 2020 for the purpose of reviewing and voting on the final decision, findings and conditions.

In addition to the written application, the following documents and materials were received by the Board and considered at the public hearing:

- Plan entitled "Plan of Land" prepared by Merrimack Engineering Services and dated September 20, 2019
- Addendum to Petition of Cathy C. Urquhart, 3 pages
- Andover Historic Preservation Architectural Description and Historical Narrative, 6 pages
- Deed for transfer of 3 Gray Road
- Draft of proposed Historic Preservation Restriction Agreement
- Andover Preservation Commission Meeting Minutes of Thursday, November 14, 2019
- Letter from Karen Herman, Chair of the Andover Preservation Commission, to the Zoning Board of Appeals, dated November 18, 2019, including associated historical information and photograph of 3 Gray Road
- Letter of Authorization from the heirs of the Estate of Ruth Urquhart received 1/23/20.

The Board deliberated and voted to approve the following findings and decision at a public meeting held in Conference Room A, 3rd Floor, Town Offices, 36 Bartlet Street, Andover, MA on Thursday, February 6, 2020 Present and voting were: Elizabeth Oltman, Chair; Carol C. McDonough, Clerk; Lisa Rechisky, Daniel Casper and Kathy Faulk, Members; and Denise Bordonaro, Michael Novaria, and David Guerette, Associate Members.

II. FINDINGS AND DECISION OF THE BOARD

The purpose of By-law Section 7.9 is to encourage the preservation of buildings, structures, sites and settings of historic significance, by allowing such buildings or features to remain in place, or be moved to another location rather than be demolished or otherwise compromised.

The dwelling currently located at 3 Gray Road, known as the former Holt District Schoolhouse, meets the definition of a historic structure by virtue of being listed on Andover's Historic Building Register, as certified by the Andover Preservation Commission, and as required by §7.9.2.1 of the By-law.

Section 7.9.4 of the By-law sets forth specific standards and regulations that shall be applied to a Dimensional Special Permit for Historic Preservation. The Board has reviewed the Application and finds as follows:

1. The Parent Parcel is located in the SRC district. (§7.9.4.1)
2. After the proposed subdivision the Host Lot (Lot 1) will include 29,932 square feet of contiguous upland lot area, which exceeds one-half of the 43,560 square foot minimum lot area for the SRC district. (§7.9.4.2.c)

3 Gray Road
Decision No. Z-19-165

3. The Host Lot will meet all other dimensional requirements for a Dimensional Special Permit for a property within the SRC district. It will provide 183 feet of lot frontage, where 100 feet is required. The existing front yard setback of over 50 feet provided to the current dwelling will be maintained, where 50 feet is required. The house will provide a side yard setback of at least 20 feet and a rear yard setback of at least 30 feet as required. (§7.9.4.3.c)
4. The Host Lot and New Lot have their required frontage on a public way. (§7.9.4.4)
5. The Host Lot is not located in the SRA or SRB Zoning Districts, so §7.9.4.5 does not apply.
6. The Host Lot and New Lot are to be served by municipal water, and because municipal sanitary sewer service is not available, each lot will contain an on-site sanitary sewage disposal system. (§7.9.4.6)
7. As shown on the Plan of Land, the New Lot will meet all the dimensional requirements applicable in an SRC District. (§7.9.4.7)
8. The Parent Parcel will not be divided to create more than one Host Lot, so §7.9.4.8 does not apply.
9. The Host Lot is not a vacant existing non-conforming lot, so §7.9.4.9 does not apply.
10. No historic structure will be placed on the Host Lot, so §7.9.4.10 does not apply.
11. The design of any new structures to be placed on the New Lot shall be reviewed and approved by the Andover Preservation Commission in accordance with Condition 11 below. (§7.9.4.11)

Section 7.9.5 of the By-law sets forth specific findings that shall be applied to a Dimensional Special Permit for Historic Preservation. The Board finds that retaining the existing structure at 3 Gray Road is a priority in this application, as this portion of Gray Road represents a valid historic setting and context for the structure. The Board finds as follows:

1. The modification of the dimensional requirements is necessary to protect and maintain the historic dwelling, known as the former Holt District Schoolhouse, and to protect the existing house and the streetscape from changes or demolition. The existing house is a significant historic structure as certified by the Andover Preservation Commission, and obtaining a historic preservation restriction on the house will be beneficial in preserving the historic structure.
2. The existing dwelling will remain as existing, without modification or demolition of any portion of the building.
3. The requested modification of dimensional requirements and issuance of this special permit are necessary to protect the existing historic dwelling and the streetscape from changes or demolition.
4. The no interdepartmental review team meeting was held and was not deemed necessary by the Board.
5. The Andover Preservation Commission supports this Application in its Letter dated November 18, 2019 and its recommended conditions are incorporated in this decision.

Based on the forgoing arguments and findings, and the evidence presented at the public hearing, the Board concludes that the application for a dimensional special permit for historic preservation meets the standards and regulations set forth in the Zoning By-law, and therefore the project is eligible for a Dimensional Special Permit for Historic Preservation. The Board finds that providing a historic preservation deed restriction is beneficial in preserving the existing historic structure in its current location and with its current character. Pursuant to §9.4.2 of the By-law, the Board finds that the overall proposal will not be unreasonably detrimental to the established or

3 Gray Road
Decision No. Z-19-165

future character of the neighborhood and Town and that such is in harmony with the general purpose and intent of the By-law. It will serve the community by preserving the historic dwelling, and the new dwelling will be in keeping with the character of the neighborhood. The utilities provided meet the requirements of §7.9 and will be adequate for the structures. Coupled with the review by the Planning Board with respect to the creation of the subdivision and by the Board of Health for the septic systems, there will be no adverse impacts on the natural environment or on traffic flow or safety.

The Board votes unanimously (5-0) to grant the Special Permit for Historic Preservation under Article VIII, §7.9, subject to the following conditions:

1. The Applicant will file consent forms from the other two family members who hold joint ownership of the property at 3 Gray Road with the Building Department prior to any submission for lot subdivision to the Andover Planning Board.
2. The subdivision of the land shall be done in conformity with the plan submitted with the application entitled "Plan of Land" prepared by Merrimack Engineering Services and dated September 20, 2019, with such changes as may be required by the Planning Board, provided that any such changes do not cause the Host Lot or the New Lot to fail to conform to the requirements of §7.9.
3. The existing dwelling shall be secured and maintained in a good state of repair so as to ensure the preservation and integrity of the structure and to prevent deterioration due to neglect or disuse, intentional or otherwise.
4. In the event of a fire, explosion or other catastrophic event which results in damage to the existing dwelling on the Host Lot at 3 Gray Road such that the historic structure cannot be repaired, then following the approval and recording of the Historic Preservation Restriction as provided for in condition #10 below, the owner may rebuild on the Host Lot, provided that the new structure does not contain more than the same interior floor area as the historic structure and meets one of the following requirements:
 - a. The new structure is placed in the same footprint as that occupied by the historic structure; or
 - b. The new structure is built in conformity with the applicable front, side and rear setbacks in effect at the time of rebuilding as set forth in Section 4.1.2 of the Zoning By-law (the "Table of Dimensional Requirements").
 - c. If a new structure is to be built pursuant to either (a) or (b) above, the design of the new structure to be built shall be submitted to the Andover Preservation Commission, which shall review the design of the new structure, including factors relating to building massing, materials, siting, dimensions and setbacks as these factors relate to compatibility with the existing neighborhood. Approval of the design by the Andover Preservation Commission shall be required to the issuance of a building permit for the new structure.
5. After the dimensional special permit for historic preservation has become final, any proposed alterations or changes to the historic structure shall be submitted to the Andover Preservation Commission for its review and approval. If the Preservation Commission determines that the proposed alteration or changes are not minor, the owner shall seek a modification of the special permit from the Board of Appeals.

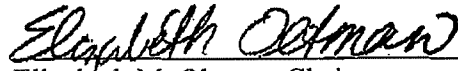
3 Gray Road
Decision No. Z-19-165

6. When this decision of the Board of Appeals on the application for a dimensional special permit for historic preservation has become final and has been recorded at the Registry of Deeds, the plan upon which this decision is based shall be submitted to the Andover Planning Board for certification as an Approval Not Required (ANR) plan pursuant to Chapter 41, Section 81P of the Massachusetts General Laws.
7. The Approval Not Required (ANR) plan as certified by the Planning Board shall be recorded at the Essex North District Registry of Deeds.
8. Other than permits required to protect or stabilize the existing historic dwelling, no building permit for the new house on the subdivided New Lot shall be issued until the ANR plan has been recorded at the Essex North District Registry of Deeds.
9. Within thirty (30) days following the effective date of this decision, the applicant and/or his legal representative shall contact the Massachusetts Historical Commission to begin the application process for the preservation restriction as required by Condition #10 below.
10. The owner shall record at the Essex North District Registry of Deeds a historic preservation restriction in the form presented to and hereby approved by this Board, with such changes as may be approved by the Andover Preservation Commission. Such restriction shall also be approved and endorsed by the Andover Board of Selectmen and by the Massachusetts Historical Commission in accordance with Chapter 184, Section 32, of the General Laws, and shall at a minimum provide for conditions under which alterations, additions or modifications may be made, and in the event of damage to the existing historic dwelling, known as the former Holt District Schoolhouse, on the Host Lot such that the historic structure cannot be repaired, the owner may rebuild on the lot, provided that the new dwelling does not contain more than the same interior floor area as the historic structure and meets one of the following requirements: (i) the new dwelling is placed in the existing footprint; or (ii) the new dwelling is built in conformity with the zoning side, front and rear setbacks in effect at the time of rebuilding. Any mortgagee shall subordinate its mortgage to this restriction. No Certificate of Occupancy for the existing dwelling or for the new dwelling on the subdivided New Lot shall be issued until the Historic Preservation Restriction has been recorded pursuant to this section.
11. The design of the new structure to be built on the subdivided New Lot (Lot 2) shall be submitted to the Andover Preservation Commission, which shall review the design of the new structure, including factors relating to building massing, materials, siting, dimensions and setbacks as these factors relate to compatibility with the existing neighborhood. Approval of the design by the Andover Preservation Commission shall be required to the issuance of a building permit for the new structure. Any proposed changes to the design of any such structure following approval thereof by the Commission shall also be submitted to the Commission for its review and approval prior to issuance of a building permit for such structure.
12. The New Lot (Lot 2) will not be eligible for any variances from the yard depth requirements of the SRC District as detailed within By-law Article VIII, Section 4.1.2.
13. The septic system for the existing historic dwelling will be relocated to the Host Lot. The septic systems for both the historic dwelling and the new dwelling will be subject to the approval of the Department of Health.

3 Gray Road
Decision No. Z-19-165

- 14. No Certificate of Occupancy for the dwelling to be constructed on the subdivided New Lot shall be issued until all of the requirements of Conditions 1 through 13 above have been satisfied as to all of the Host Lot and New Lot and the requirements of Condition 13 have been satisfied as to the structure on the New Lot for which the Certificate of Occupancy is sought.

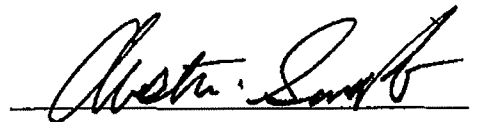
Members voting FOR the decision: Oltman, McDonough, Rechisky, Casper, Faulk
Members voting AGAINST the decision: None


Elizabeth M. Oltman, Chair

EMO/bb

CERTIFICATION

I, Austin P. Simko, Town Clerk and Chief Strategy Officer of the Town of Andover, Massachusetts do hereby certify that twenty days have elapsed since the above referenced decision of the Board of Appeals, which was filed in the office of the Town Clerk on February 7, 2020 and that no appeal has been filed with the Town Clerk.


Austin P. Simko
Town Clerk and Chief Strategy Officer
Andover, Massachusetts

- Recommended for listing in the National Register of Historic Places.
If checked, you must attach a completed National Register Criteria Statement form.

Use as much space as necessary to complete the following entries, allowing text to flow onto additional continuation sheets.

ARCHITECTURAL DESCRIPTION:

Describe architectural features. Evaluate the characteristics of this building in terms of other buildings within the community.

Like most houses that survive from the nineteenth century or earlier, the building currently at 3 Gray Road is the combination of an historic house and a more recent addition. Specifically in this case, a mudroom and garage contained in gable-roofed structures extending from the eastern side of the historic main block built in the mid 20th century.

Historic Main Block (Former schoolhouse)

The house at 3 Gray Road has undergone many changes over the years, the most visually impactful being that the roof was raised in the early 1900's, creating a two story residence from a one story schoolhouse. The resultant clapboard structure as it exists today is a two story, double pile and five bay building with a gable roof. It sits on a rubble fieldstone foundation and has a three-tab asphalt shingle roof. All clapboard siding and trim is wood, and the oldest windows are the 2/1 double hung wood sash found at the second floor level and on both floors of the west elevation. All other windows are also wood, configured as 2/1 and sized to match the older ones unless specifically called out in the description.

Starting at the west elevation (facing Salem Street), the description will proceed in a clockwise direction around the main block. The west elevation as this was originally the primary façade of the original school building exhibits more historic integrity in its design elements than any other elevation. Wide corner boards terminate at an architrave, which in turn supports curved rake boards. The Gothic arch window at the attic level is also notable and a rare original feature. A shed-roofed porch with turned posts and brackets spans the entire gable end over the first floor.

The fenestration pattern on the west elevation is asymmetrical, a trait it shares with most other elevations. On the first floor there are two windows to the left of center, with a door and a small square stained glass window to the right of center. This door is likely an original door to the residential conversion. The stained glass is likely from this era as well. On the second floor, there are two windows left of center (lining up above those on the first floor) and one window slightly right of center. As mentioned previously, the Gothic arch window with its delicate curved muntins is centered on the gable at the attic level.

The north elevation along the building's eaves exhibits a similar lack of symmetry to the western elevation, however there is a central entrance. This entrance is a flat-roofed classical revival portico with round columns supporting Doric capitols and a full entablature. To the left of the entrance is a pair of adjoining shorter windows. To the right of the entrance a single shorter window and then a full size window closer to the corner. The five windows on the second floor are all unevenly spaced from one another but are generally clustered away from the corners of the building. From the north elevation one can also see a small brick chimney extending through the ridgeline slightly right of center.

The ell addition and garage extend from the east elevation of the main block. There is a double window, consisting of two 2/1 windows butted up next to one another on the portion of first floor not taken up by the ell. On the second floor are two 2/1 wood double hung sash, as seen elsewhere on the second floor but in this case remarkable because they are symmetrically positioned across the face of the wall. It is interesting to note that this gable end, unlike the other gable end does not have shaped rake boards or a decorative window. It is possible one or both of these features were removed.

There is a shed-roofed screened porch which extends over the eastern half of the first floor of the south elevation. This porch has square wood columns and rests on cinderblocks. Further to the west and also at first floor level are three 2/1 windows, all equidistant from one another. The second floor has five 2/1 windows, of varying distances from one another and clustered away from the corners and towards the middle of the wall. From this elevation you can see a small corbelled brick chimney coming up through the ridgeline slightly to the right of center.

Connecting ell and garage

The garage is a small salt-box form attached by a short ell to the main block. The ridgeline of the ell and that of the garage align, and are in a parallel orientation to that of the main house. Both the front (north) and rear (south) of the ell consist of three large picture windows and a single glass panel door. The ell sits on a poured concrete foundation. The north side of the garage has two car bays with square paneled garage doors with 16 lights per door at the top. There is a single small window on the east side, and a double slider window centered on the south (rear) side. The garage is resting on cinderblocks. Like the main block, the garage and ell are clapboarded and trimmed in wood and have asphalt shingle roof coverings. Both the rear ell and garage are integral components of the historic house built sometime in the mid-20th century, possibly by William Murray Urquhart (1912-1989) after he and wife Ruth C. resided here (circa 1960).

Features to be Retained Related to Historic Integrity

Historic integrity is the ability of a property to convey its significance. Integrity in this context is defined by seven qualities; Location, Design, Setting, Materials, Workmanship, Feeling and Association.

There are both visible elements and elements that may be presumed to exist that can be noted as worth retaining at 3 Gray Road in order to preserve or enhance historic integrity:

- Elements pertaining to the structure (Including the framing around the Gothic arch window) - Integrity in workmanship, materials suggests retention of significant framing, particularly of the original part of the structure.
- Historic cladding, including exterior sheathing and the roof sheathing – This is for integrity in materials.
- Historical interior wall and ceiling surfaces such as plaster that may be encapsulated under current coverings - Integrity in workmanship, materials.

Historically significant trim (exterior/interior), including the entire main stairway with its balusters, newels, and railing, and any historic chair rails and wainscoting, as well as the character-defining exterior trim such as the cornerboard details on west elevation, the curved

HISTORICAL NARRATIVE

Discuss the history of the building. Explain its associations with local (or state) history. Include uses of the building, and the role(s) the owners/occupants played within the community.

Historical significance:

This property is site of the Holt District Schools through the 19th Century until it closed in 1900. The home on this site today is actually the former schoolhouse, built in 1869, with a second story inserted and an ell off the back with attached garage built in the mid 20th century.

HOLT SCHOOL DISTRICT

This area in town was once known as the Cape District then became the Scotland District in 1795. The Holt School District was created in 1797 by dividing the Scotland School District, to the west, in half. Prior to the creation of 12 school districts in Andover, six in the North Parish and six in the South Parish there were a handful of outlying schools established about 1740.

Each school district had a Prudential Committee of at least three men who were responsible for the hiring of the teachers, building a suitable schoolhouse, maintenance, fuel for winter, providing water and collecting taxes from the residents of the District to cover expenses each year. There were three terms; Fall, Winter and Spring and usually a male teacher was hired during the winter term, but in many cases women often filled the position through the year.

This former schoolhouse was the last Holt District School to be built. It may be the third building on the site since 1797. Schoolhouses were built in a central location for students to walk to school at about 1 1/2 miles distance away as the maximum daily journey one way.

May 4, 1866 Andover Advertiser - the Town of Andover adopts the municipal school district system at Town Meeting, 96 yeas, 73 noes. This vote ended the District Prudential Committees and created one School Committee that established the school budget, hired teachers and built schoolhouses.

An account book found in the Old Town Hall when the offices were moved in 1983 contained early records of the first district system in Andover. This book covers the years from November 1796 to February 1804. It lists 13 school districts, names of teachers, how much they were paid, number of weeks they taught, number of families per district and the amount of money assessed each district. Some miscellaneous items also noted were rents paid, wood for fires, and repairs made to the school houses.

April 18, 1799 - Pay David Gray for a school house rent \$2.63
August 1800 - pay David Gray for the use of his house to keep school in \$2.61
Sept. 23, 1800 - pay David Gray for the use of his house to keep school in \$3.76

The Holt District had 28 families and they were assessed \$52.08 per year.

Expenses for rent & teacher salaries;

Feb. 1799 - Hannah Foster \$8.33.

Apr. 1799 - Amos Pope \$18.14

Apr. 1799 - David Gray for school house rent \$5.22

Sept. 1799 - Sarah Foster \$7.50

Jacob Holt teaching and wood \$32.97

Aug 18, 1800 - to an order to pay David Gray for the use of house to keep school in. \$2.61

Sept. 1800 - David Gray's house \$3.76

Sept. 1800 - Mary Lovejoy \$13.34

Oct. 1801 - Molly Lovejoy \$25.00

Apr. 1801 - Joseph Frye \$ 42.75

Feb. 1802 - Jacob Holt \$31.60

Mar. 1802 - Hannah Holt \$22.50

Mar. 1802 - Benjamin Jenkins \$7.96

Sept. 1803 - Capt. Moses Abbot for his & others part of their school money \$12.40

Sept. 1803 - Capt. Benjamin Jenkins \$4.96

Mar. 1804 - Capt. Moses Abbot to enable him to pay for teaching the school in the Holt District. \$34.72

MS 134 XI Taft Collection; Andover Center for History & Culture

A Petition for a School Meeting

1811 Jan. 29 ...a Warrant, directed to Capt. Dame Holt, to call a meeting of the District, to meet at the house of elder David Gray as soon as may be & when met to act on the following articles.

3rd. - To see if the District will vote to build a New School House for the use of the district. If this article pass in the affirmative, than to pitch upon some suitable place

4th. - To see what sum or sums of money the District will raise to build the School House, & to defray all necessary charges --- to carry the same into effect.

MS 134 S Taft Collection; Andover Center for History & Culture

1835 Oct. 5, Notice ---Charles Cummings (Clerk) to see what method the district will take to paint said house as voted at the last meeting. This meeting took place at the School House Oct 12, 1835, Monday at 6 PM.

1844 - The "Report of the School Committee of Andover. Page 7 "In the report of 1841 it was recommended to the Holt and Phillips districts to remodel their school houses. That recommendation has not been complied with, and the scholars of those districts still suffer from inconvenient and ill-constructed houses." Peter Osgood, for the School Com. Mar.4, 1844

April 19, 1867 AA – New Schoolhouse 26 x 36 is to be erected in the Osgood district this season. The interior will be finished in modern style, and its architecture will be similar to the schoolhouses in the Phillips and Center (West) districts. It will be located near the old one, and is to be completed before the 20th of August. Several school houses are undergoing repairs, it evidently being the design of the committee to furnish uniformly good schoolhouses throughout the town.

Andover Advertiser June 18, 1869 – William S. Jenkins to build new Holt School house. Located on the corner of land of George A. Abbott. A few rods south of the old one. Amount of contract for foundation and building \$1642.

Old schoolhouse in Holt district to be sold at auction on Wednesday, next June 23rd at 4 pm. (1869) 1869-1870 The Report of the School Committee of Andover. Page 10 New Holt School ---Sold old school house for \$66.00

Nov. 19, 1869 Andover Advertiser - New Holt district School house – Well to be dug next season near the former location of the old school house.

Dec. 3, 1869 Andover Advertiser – More on Holt school house.

June 20, 1890 Andover Townsman - pg. 4. Holt flag raising - (American Flags & poles added to exterior of schoolhouse in town)

Sept. 7, 1900 Andover Townsman (AT) pg. 4 Holt School Closed

The last teacher was Julia I. McCarthy who had five students in grades 1, 4, 5 and 8. The last day was June 22, 1900. With the closing of the Holt District School the students of this district were bused on horse drawn "barges" to attend school at the John Dove School or Stowe School on Bartlet Street in the Town Center.

HOLT SCHOOL FILE (Andover Center of History & Culture)

From letter to the Andover Townsman - 1/7/1947 - "Speaking" of the transporting of the children from the Holt District School (after its closing) to the center schools. Mr. J. A. Wright did job for 37 years. Mrs. Brownell who lived in the small white house on the right hand side of Holt Road, as you turn onto it from Salem Street (just below present day track field, I believe, on Holt Road side) was the first driver (?). She used a horse drawn beach wagon barge (of that day's type) in wheeling days, with adjustable curtain sides. In snow (runner) season the vehicle was a market-wagon pung with straw on the bottom, cloth wrapped hot stones for feet and hands, and blankets, for the children, who sat on settees running along the sides of the pung body. As rare occasion demanded, Mrs. Brownell was relieved by Mr. Brownell or even by "grandpa".

Following Mrs. Brownell there may have been a short interim when another driver was in charge, but rather soon the task was taken over by Mr. Alvin Jenkins and he was followed by his son Mr. John Jenkins. These men used the horse drawn market wagon type of barge.

I believe that Mr. Wright probably took over the task from Mr. John Jenkins. PS: I was in the first group to ride, going into the 3rd grade at John Dove School in 1900 having our beloved teacher, Miss Harriet Carter" - extract from letter from Arthur K. Johnson, 70, Thiem Ave., Rochelle Park, NJ - January 7, 1947 to editor of Townsman.

Extract from letter of Robert S. Tucker, 2/1/1947 - A family by the name of Hall donated the corner of his property to the town as a site for the school building, with the understanding that should the town ever close the school permanently, the property (land and building) should revert back to the owner of the Old Hall farm at the time it was decided to close the Holt District School. My father, William Hall Tucker, was the owner of the Old Hall farm at the time it was decided to close the Holt District School - For several years, thereafter, my father permitted the young folks of the neighborhood to hold dances in the Old School building. Eventually my father sold the building and land to a man by the name of "Bailey".

George A. Abbott owned the property surrounding the school house and upon his death the Abbott estate was sold off by William S. Jenkins, Guardian, of Abbott's three children, Allen F. Grace M. and Emma F. Abbott. Jenkins sold 40 acres with buildings to William H. Tucker on July 9, 1888. The Town may have leased the land the school was on which then reverted to Tucker.

The George A. Abbott farm is located at 12 Gray Rd. George died on Dec. 23, 1883 and his homestead was purchased by William H. Tucker in 1888. Tucker sells off the 40 acre property with the schoolhouse on Nov. 21, 1906 to Lillian R. Bailey of Saugus, MA, wife of Edward O. Bailey. The 1906 Atlas map of Andover still lists the Holt Schoolhouse. The 1910 Andover Valuation Schedule Lillian R. Bailey of Saugus; Old School House, Salen St., Holt District \$700. 40 acres Lan Abbott, including School House lot, Holt Dis. \$1400 = \$2100. Bailey held the property for seven years then sold to Willard D. Martin of Marblehead, MA on Feb. 12, 1913. Martin then sold a year later to John W. Towle, on Jan. 12, 1914. The school house conversion most likely occurred between 1913 and 1915. The property then went to Marion E. Sheldon on Apr. 20, 1915. None of these owners appear in the resident directories of the town. Sheldon sold the property a few months later to John D. Urquhart and William G. Codman of Peabody, MA on July 23, 1915. Codman sold out his share the following month to John D. Urquhart, wife Ethel A. on Aug. 18, 1915. The Urquhart family has stated that John D. Urquhart did not convert the school into a home. On

a window sill on the second story is the name J. E. Pitman penciled in. John Eugene Pitman was a contractor and house builder in town from 1889-1924 and probably did the conversion.

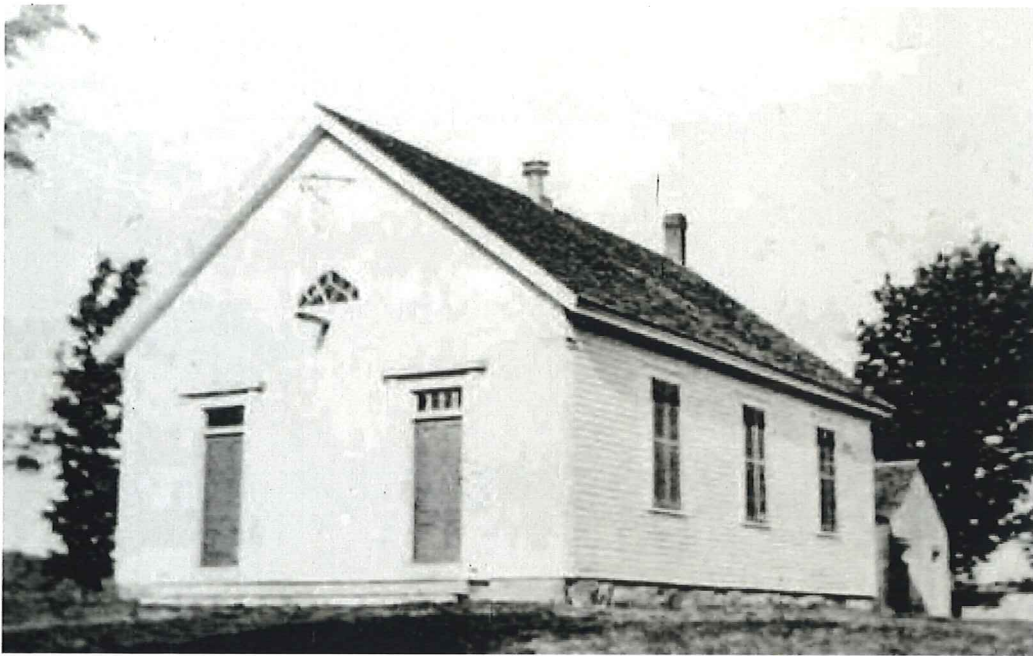
The Urquhart family is not listed in the 1916 directory but were residents at that date. John Duncan Urquhart was born on Nov. 3, 1868 in Pictou Co, Nova Scotia, son of William & Christina (Murray) Urquhart. John married on Sept. 21, 1910 to Ethel Annie May Langille b. May 31, 1883 in Pictou Co. N.S. They immigrated to the USA in 1911. They had one son William Murry b. June 24, 1912 in Peabody, MA. John's widowed mother Christina also resided with her son. John is listed as a farmer in the census records. The 1920 Andover Valuation Schedule lists John D. Salem St. House \$1200, barn 7 shed \$400, 40 acres land \$1600. Christiana died in April 1934 at age 90. John D. died on Dec. 25, 1954 age 87 years. The deed to the property went to son William and his wife Ruth on Oct. 3, 1950. Ethel died on Feb. 24, 1970 age 87 and all are interred at Spring Grove Cemetery. William was a veteran of WWII served as 1st Lt. Army Air Corps. He was a Survey Engineer. Ruth b. 1923 was an Office Manager. The William M. & Ruth C. Urquhart raised their three children here; Christine b. 1949, Cathy b. 1952 and J. Duncan b. 1953. Urquhart family have been the owners of the property for the last 100 years. The Urquhart family sold off a large parcel of the farm for development in 1998.

BIBLIOGRAPHY and/or REFERENCES

Essex County Registry Deeds, Salem, MA
Essex Northern Registry Deeds, Lawrence, MA
Andover Advertiser
Andover Townsman
Andover School Reports
Andover Center for History & Culture (Andover Historical Society)
Andover Valuation Schedule 1910,1920
Essex Co. Atlas Map – Andover 1906
Ancestry.com – Urquhart Family genealogy

Owners;

Inhabitants of the Town of Andover – School lot 1869
George A. Abbott estate died - Dec. 23, 1883
William S. Jenkins, Guardian of estate
William H. Tucker - July 9, 1888 - b. 96 p. 97
Lillian R. Bailey, wife of Edward O. Bailey - Nov. 21, 1906 - b. 239 p. 149
Willard D. Martin - Feb. 12, 1913 - b. 326 p. 450
John W. Towle, wife Ida - Jan. 12, 1914 - b. 338 p. 181
Marion E. Sheldon - Apr. 20, 1915 – b. 352 p. 522
John D. Urquhart & William G. Codman - July 23, 1915 - b. 356 p. 575
John D. Urquhart, wife Ethel A. - Aug. 18, 1915 - b. 357 p. 149
William M. & Ruth C. Urquhart - Oct. 3, 1950 - b. 742 p. 159
William M. Urquhart estate, Ruth C. Urquhart - Nov. 22, 1989 - Doc. 89P3-107



Holt District School 1869-1900



Photo 1, North Elevation, March 2020



Photo 2, North and West Elevation. March 2020



Photo 3, West Elevation, March, 2020



Photo 4, South & West Elevation, March, 2020

Exhibit E

Decision No. Z-19-165 of the Zoning Board of Appeals, Andover, Massachusetts

[see attached decision]



Photo 1, North Elevation, March, 2020



Photo 2, Northwest Elevation, March, 2020



Photo 3, West Elevation, March, 2020



Photo 4, West & South Elevation, March 2020



Photo 5, South Elevation, March, 2020



Photo 6, Southeast Elevation, March, 2020



Photo 7, South & East Elevation, March 2020



Photo 8, East Elevation, March, 2020



Photo 9, North and West elevation March, 2020



Photo 10, North Ell detail, March, 2020

Exhibit F

Restriction Guidelines

In an effort to explain what constitutes a minor alteration and what constitutes a major change, which must be reviewed by the Andover Preservation Commission (APC), the following list has been developed. By no means is this list comprehensive: it is only a sampling of some of the more common alterations which may be contemplated by building owners.

PAINT

Minor - Exterior hand scraping and repainting of non-decorative and non-significant surfaces as part of periodic maintenance.

Major - Painting or fully stripping decorative surfaces or distinctive stylistic features including ornamental woodwork.

WINDOWS AND DOORS

Minor - Regular maintenance including caulking, painting and necessary re-glazing. Repair or in-kind replacement of existing individual decayed window parts.

Major - Wholesale replacement of units; change in fenestration or materials; alteration of profile or setback of windows. The addition of storm windows is also considered a major change; however, with notification it is commonly acceptable.

EXTERIOR

Minor - Spot repair of existing cladding and roofing including in-kind replacement of clapboards, shingles, slates, etc.

Major - Large-scale repair or replacement of cladding or roofing. Change involving inappropriate removal or addition of materials or building elements (i.e. removal of chimneys or cornice detailing; installation of architectural detail which does not have a historical basis); altering or demolishing building additions; spot repointing of masonry. Structural stabilization of the Premises is also considered a major alteration.

LANDSCAPE/OUTBUILDINGS

Minor - Routine maintenance of outbuildings and landscape including lawn mowing, pruning, planting, painting, and repair.

Major - Moving or subdividing buildings or Premises; altering of Premises; altering or removing significant landscape features such as gardens, vistas, walks, plantings; ground disturbance affecting archaeological resources.

WALLS/PARTITIONS

Minor - Making fully reversible changes (i.e. sealing off doors in situ, leaving doors and door openings fully exposed) to the spatial arrangement of a non-significant portion of the building.

Major - Creating new openings in walls or permanently sealing off existing openings; adding permanent partitions which obscure significant original room arrangement; demolishing existing walls; removing or altering stylistic features; altering primary staircases.

HEATING/AIR CONDITIONING/ELECTRICAL/PLUMBING SYSTEMS

Minor - Repair of existing systems.

Major - Installing or upgrading systems which will result in major appearance changes (i.e. disfigured walls or floors, exposed wiring, ducts, and piping); the removal of substantial quantities of original materials in the course of construction.

Changes classified as major alterations are not necessarily unacceptable. Under the preservation restriction, such changes must be reviewed by the APC and their impact on the historic integrity of the Premises assessed.

It is the responsibility of the Premises owner to notify the APC in writing when any major alterations are contemplated. Substantial alterations may necessitate review of plans and specifications.

The intent of the preservation restriction is to enable the APC to review proposed alterations and assess their impact on the integrity of the structure, not to preclude future change. APC will attempt to work with Premises owners to develop mutually satisfactory solutions, which are in the best interests of the Premises.

Exhibit G

Baseline Documentation Photographs



Photo 1, North Elevation, March, 2020



Photo 2, Northwest Elevation, March, 2020



Photo 3, West Elevation, March, 2020



Photo 4, West & South Elevation, March 2020



Photo 5, South Elevation, March, 2020



Photo 6, Southeast Elevation, March, 2020



Photo 7, South & East Elevation, March 2020



Photo 8, East Elevation, March, 2020



Photo 9, North and West elevation March, 2020



Photo 10, North Ell detail, March, 2020

CERTIFICATE OF CONVEYANCE

I, hereby certify that on this ____ day of _____, 2020, this Preservation Restriction Agreement of the Premises, located at 3 Gray Street, in Andover, Massachusetts, was conveyed to the Town of Andover by and through the Andover Preservation Commission free and clear of all liens and encumbrances and that except for the following items, there are no other holders of any interest in the land:

Mark B. Johnson
(Attorney for Grantor)

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

On this ____ day of _____, 2020, before me, the undersigned notary public, personally appeared, Mark B. Johnson, attorney for grantor, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public:
My Commission Expires:

Motion for Gray Road Preservation Restriction

I move to approve and accept the Preservation Restriction Agreement for 3 Gray Road.

MUNICIPAL AGGREGATION SERVICES AGREEMENT

This Municipal Aggregation Services Agreement ("Agreement") is made and entered into and effective on this 28th day of **October**, 2020 ("Effective Date") by and between the **Town of Andover** ("Municipality"), a Massachusetts municipal corporation, with offices located at 36 Bartlet Street, Andover, MA 01810, acting by and through its Town Manager, its duly authorized representative, and **Good Energy, L.P.** ("Service Provider"), located at 232 Madison Avenue, Third Floor, New York, N.Y. 10016, acting by and through its General Partner, its duly authorized representative.

Recitals

WHEREAS, Municipality is seeking to become a "Municipal Aggregator" which provides electric power services for the Municipality's residential and non-residential customers within the Municipality's geographic boundaries; and

WHEREAS, Municipality desires to engage Service Provider to perform professional consulting services for Municipality focusing primarily on the creation, authorization, implementation and management of its municipal aggregation plan (the "Program"), as defined by, and in compliance with, all applicable provisions of Section 134 of Chapter 164(a) of the General Laws of Massachusetts, as amended, and other applicable statutes, regulations and precedent; and

WHEREAS, Services Provider desires to perform the Services as hereinafter defined and desires to be so engaged

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements herein contained, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged and approved, the parties, intending to be legally bound, agree as follows:

Provisions

I. Performance of the Services. At the Municipality's discretion, Service Provider shall perform each of the following activities and services (collectively, the "Services") with reasonable care and in accordance with the best practices established for electrical aggregation program consulting services.

A. Assist the Municipality in the preparation of a community electricity aggregation plan (the "Plan") in consultation with the Municipality, including the following issues, as applicable:

- Overview of process and consequences of aggregation.
- Classes of customers that may participate.
- Program organizational structure.
- Program operations.
- Program funding.
- Rate setting and cost allocation among participants.
- Entering and terminating agreements.
- Rights and responsibilities of program participants.
- Extension or termination of program.
- Renewable energy content and sourcing

- B. Assist the Municipality with presenting the Plan to the community for comments, revising the Plan as needed, and presenting the Plan and the comments received to the Select Board for review and/or approval;
- C. Lead and assist with all required consultations and filings with the Massachusetts Department of Energy Resources (“DOER”) and the Massachusetts Department of Public Utilities (“DPU”) in regard to the Plan;
- D. Provide Municipality with information on electric power pricing, market trends and any other relevant information to support the Service Provider’s recommendation for timing of Request for Bids (“RFB”) for electric service. Prepare bid specifications and procure competitive bids from licensed, competitive suppliers for electric service. Assist in analysis of bids to determine most advantageous proposal based on price and other factors, with final decision of bid date and final selection of a competitive supplier(s) being decided by the Municipality;
- E. Develop the contract terms and conditions for the Electric Service Agreement (“ESA”) between Municipality and the recommended successful competitive supplier(s) and any required customer notifications consistent with the approved Plan or further regulatory requirements. Assist with negotiations of an ESA with the selected licensed competitive suppliers, to the extent permitted by law.
- F. Assist the Municipality in the preparation, launch and on-going management of a community electricity aggregation program, consistent with its Plan as approved by the DPU;
- G. Assist the Municipality in the operation of its municipal aggregation program, including monitoring the energy service supplier’s performance in: maintaining accurate customer lists, including lists of eligible customers not participating in the program; conducting regular sweeps to offer program services to new or eligible customers; preparing and mailing of opt-out notices; and enrollment of new customers.
- H. Monitor and report on changes to applicable regulatory or statutory requirements for municipal aggregation programs and assist the Municipality in managing and amending, as necessary, the Municipality’s aggregation plan and in the preparation of any reports to, or responses to information requests from, the DPU or DOER.
- I. In the event any dispute arises under the ESA, the Service Provider shall assist the Municipality in assessing the dispute and responding to any claims consistent with the requirements of the ESA, including negotiating an amendment to the ESA, if warranted. If the Municipality and Competitive Supplier are unable to resolve the matter and initiate formal dispute resolution provisions or seek other legal remedies, Service Provider will provide technical assistance to the Municipality. Municipality acknowledges that the Service Provider is not a party to the ESA and that it will be the responsibility of the Municipality to retain independent legal representation in the event of a formal dispute or litigation.
- J. Assist Municipality, along with Service Provider’s expert partners such as Sustainable Energy Advantage, with development and implementation of strategies or programs to support the development of new clean energy resources which may include, but is not limited to, issuing bids for Renewable Energy Credits, negotiating contracts with renewable energy brokers or developers, or developing contract terms

and conditions for investments in renewable energy projects with renewable energy brokers and developers. Such assistance shall include identification of any regulatory requirements and preparation of any related regulatory filings or submissions.

K. Assist Municipality with the development of an opt-up or green-up program to educate consumers and encourage program participants to elect optional products to support the development of new clean energy resources, and work with Municipality and expert partners to develop new, innovative green-up products.

L. Manage a comprehensive marketing, education and public outreach program for operating the aggregation plan, at no cost to, and with approval of, the Municipality. Information to be conveyed includes revisions to program provisions and prices, responses to frequently asked questions, program goals and performance, rights and procedures for program participants, contact information for customer inquiries and details regarding the Program's electric supply and renewable attributes.

M. Obtain from energy supplier and provide to Municipality once a quarter, or as otherwise agreed to with the Municipality, reports on account level usage data including:

1. The total usage (kWh) in each available rate offered by the aggregation;
2. The total number of accounts in each rate offered by the aggregation;
3. The total number of opt-outs and opt-ins;
4. Costs savings achieved compared to known LDC rates;
6. Applicable summary information supporting the development of MA Class I RECs: and
7. Other criteria the Municipality requests as relevant.

Such reports may be provided through a portal accessible to Municipal officials.

N. Give prompt notice to Municipality should the Service Provider acquire knowledge of any fault or deficit in the Program or any nonconformance with the Electric Service Agreement.

O. Remit to Municipality after the termination of this Agreement, all files and documents pertaining to the project that have been created, obtained or produced including, but not limited to, permits, licenses, applications, codes, drawings, site plans, photographs and similar materials.

P. Comply with all statutes, ordinances, laws, rules and regulations, which may be applicable to the services provided hereunder.

II. Obligations of Municipality.

Municipality shall:

- A. Obtain, with the cooperation and assistance of Service Provider, all required authorizations: (i) to amend, as necessary, its aggregation plan pursuant to M.G.L. c. 164, section 134; (ii) to enter into this Municipal Aggregation Services Agreement; and (iii) to enter into an Electric Service Agreement(s) with a competitive supplier(s).
- B. Use reasonable efforts to secure release of data applicable to the Program held by others, including but not limited to residential and non-residential customer account and load information.
- C. Give prompt notice to the Service Provider should Municipality acquire knowledge of any material fault or material deficit in the Program or any nonconformance with the Electric Service Agreement, provided that this provision does not impose upon Municipality any affirmative duty to inquire of any such fault or deficit, and provided further that the failure of Municipality to provide such notice shall not relieve Service Provider of its obligations under this Agreement.
- D. Reasonably cooperate in the development and implementation of the Plan and all required regulatory consultations, filings and proceedings.
- E. Reasonably assist the Service Provider by placing at its disposal all public information necessary for performance of the services for the project, upon reasonable request by Service Provider.
- F. Nothing herein shall be construed to require the Municipality to approve an Electric Service Agreement with a competitive supplier.

III. Term and Termination. The Agreement shall commence on the Effective Date and shall continue through the full term, or any extension or early termination, of any Electric Service Agreement(s) between the Municipality and a competitive supplier currently in effect or entered into during the term of this Agreement, or as otherwise mutually agreed to by Municipality and the Service Provider. Municipality may terminate this Agreement at any time by giving Service Provider thirty (30) days advance written notice. In the event this Agreement is terminated by Municipality prior to expiration of the current Electric Service Agreement(s), except for termination due to a material default of Service Provider, Service Provider shall be paid the fee included for Service Provider in the Electric Service Agreement for the volume of electricity purchased for the Program by the current competitive supplier(s) from the date of the termination of this Agreement through the next meter read date following the expiration of the current Electric Service Agreement(s), including fees related to volumes of electricity purchased during the term of the Electric Service Agreement but billed and paid after the expiration of the Electric Service Agreement, provided that nothing in this Agreement prevents Municipality from terminating, without penalty or liability under this Agreement, any Electric Service Agreement in accordance with the terms of such agreement or as allowed by law.

IV. Payment. Subject to the Municipality's termination rights described in Section III, Municipality agrees that Service Provider's fees will be paid by the selected competitive supplier per kWh (volumetrically) for electricity purchased for the duration of the Electric Service Agreement, which fee shall be \$0.001 per kWh. In the event the Municipality elects not to proceed with the Program, the Service Provider shall not receive a fee.

V. Relationship of the Parties. The parties acknowledge and agree that Service Provider is an independent contractor and is not an agent or employee of Municipality. Neither the Service Provider nor any of its officers, agents, employees, representatives or subcontractors shall be considered an employee, direct or indirect, of the Municipality within the meaning of any federal, state or local law or regulation, including but not limited to, laws or regulations covering unemployment insurance, workers compensation, industrial accidents, employee rights and benefits, wages and taxes. Nothing in this Agreement shall be construed to create a relationship between Service Provider and Municipality of a partnership, association, or joint venture.

VI. Indemnification.

- A. **Professional Liability.** Relative to any and all claims, losses, damages, liability and cost, the Service Provider agrees to indemnify, defend and save Municipality, its officers, officials, and employees harmless from and against any and all suits, actions or claims for property losses, damages or personal injury claimed to arise from a negligent act, error or omission by the Service Provider or its employees.
- B. **Non-Professional Liability (General Liability).** To the fullest extent permitted by law, the Service Provider shall indemnify, defend and hold harmless the Municipality, and its officers, officials, employees or any combination thereof, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of the acts or omissions of the Service Provider, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the work itself), including loss of use resulting therefrom, but only to the extent caused in whole or in part by the acts or omissions of the Service Provider, its agents, or anyone directly employed by them or anyone for whose acts they may be responsible, regardless of whether or not such claim damage, loss or expense is caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.
- C. The indemnification provisions above are in addition to, and not in limitation of, any other rights and remedies available to the Municipality under this Agreement, at law, and in equity.

VII. Insurance.

- A. The Service Provider shall secure and maintain, at his/her/its own expense, errors and omissions insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim/annual aggregate to protect itself from any claim arising out of the performance of professional services and caused by negligent acts or omissions for which the Service Provider may be legally responsible. The Service Provider shall maintain said coverage for the entire Agreement period and for a minimum of one year after completion of the work under the Agreement or the expiration of the Agreement, whichever is later.
- B. In addition to errors and omissions insurance, the Service Provider shall also secure and maintain, at its own expense, the following insurance and with a minimum of the following limits of liability:
 - 1. Commercial General Liability Insurance, with the following limits of liability:
 - a. \$1,000,000 per occurrence;
 - b. \$2,000,000 general aggregate;

- c. \$2,000,000 per occurrence products-completed operations coverage;
- 2. Auto Liability Insurance - \$1,000,000 combined single limit;
- 3. Umbrella Liability Insurance - \$10,000,000 per occurrence and aggregate;
- 4. Professional Liability Insurance - \$1,000,000 per occurrence and aggregate; and
- 5. Workers Compensation and Employer's Liability Insurance – statutory coverage.

The Town of Andover shall be named as an additional insured on each of the policies described in items 1 through 4 contained in this sub-paragraph VII.B. above. All the above policies shall also include a waiver of subrogation in favor of the Town of Andover.

- C. All of the above referenced insurance shall be maintained in full force and effect during the life of this Agreement, and for one year beyond where specified.
- D. Service Provider agrees to require any consultant, sub-consultant, contractor, or sub-contractor providing services relating to the Program to maintain insurance of the type and amounts provided in this section.

VIII. Right to Audit.

- A. Service Provider represents that the individuals employed by the Service Provider in any capacity, including, but not limited to, employees, subcontractors and independent contractors, are authorized to work in the United States. The Service Provider represents and warrants that it has completed the I-9 verification process for all individuals the Service Provider has performing services for Municipality. Municipality maintains the right to audit the Form I-9s for all individuals the Service Provider has performing services for Municipality every six (6) months. Municipality will provide the Service Provider with five (5) days advanced written notice of its intent to perform a Form I-9 audit. In response to Municipality's audit request, the Service Provider shall provide copies of all Form I-9s and any supporting documentation for all individuals who the Service Provider had performing services for Municipality at any time subsequent to the date upon which Municipality gave notice of the preceding Form I-9 audit. Notwithstanding the foregoing, neither the performance nor lack of performance of any audit by the Municipality, nor any failure of the Municipality to share the results of any such audit with Service Provider, shall relieve Service Provider of its obligations under this provision.
- B. The Service Provider agrees to indemnify, defend and hold harmless Municipality in accordance with Section VI of the Agreement for any issue arising out of the Service Provider's hiring or retention of any individual who is not authorized to work in the United States.
- C. Service Provider agrees to require any consultant or sub-consultant providing services hereunder to represent and warrant that any of its employees, subcontractors, agents and independent contractors are authorized to work in the United States and that it has completed the I-9 verification process for all individuals performing services hereunder. In addition, Service Provider shall cause any consultant or sub-consultant to indemnify, defend and hold harmless Municipality in accordance with Section VI of the Agreement for any issue arising out of such consultant's or sub-consultant's hiring or retention of any individual who is not authorized to work in the United States.

IX. Taxes and Certifications.

- A. Service Provider is subject to and responsible for all applicable federal, state, and local taxes, and certifies, under pain and penalties of perjury, that it has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support in accordance with M.G.L. c. 62C, sec. 49A(B).
- B. Municipality represents that it is a tax-exempt entity and evidence of this tax-exempt status shall be provided to Service Provider upon written request.
- C. Service Provider has the following federal identification number for income tax purposes: 43-2003973
- D. Service Provider certifies that it is not debarred from entering into a public contract in the Commonwealth of Massachusetts pursuant to M.G.L. c. 29, sec.29F.

X. Assignment. Neither party may assign this Agreement without obtaining express, written consent from the other party prior to assignment, which consent shall not be unreasonably withheld.

XI. Entire Agreement / Amendment. This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the parties. It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by the duly authorized representatives of both parties in accordance with the laws of the Commonwealth of Massachusetts.

XII. Discrimination. To the extent the following applies, Service Provider shall reasonably comply with all federal, state and local laws, rules and regulations applicable to the work including without limitation the requirements of M.G.L. c. 151B, Title VII of the Civil Rights Act of 1964, Title 11 of the American With Disabilities Act of 1990, and any and all rules, waivers, regulatory guidance and regulations promulgated by the Department of Public Utilities.

XIII. Confidential and Proprietary Information.

- A. Notwithstanding anything to the contrary set forth herein, the Parties are not required to disclose information which they reasonably deem to be proprietary or confidential in nature, including trade secrets, pursuant any applicable statute or regulation including M.G.L. c. 25, sec. 5D and M.G.L. c. 30A. The Parties agree that, except as otherwise provided by law, and subject to the last sentence of this paragraph, any document disclosed by a Party and conspicuously marked on the face of such document as proprietary and confidential shall only be disclosed to officials, employees, representatives, and agents of either Party. Notwithstanding the foregoing, the good faith efforts of the Service Provider or the Municipality to comply with the state open meeting law and public records law, or with a decision or order of a court or governmental entity with jurisdiction over the Municipality, shall not be a violation of this Section.
- B. **Ownership of Data and Documents.** All data and information, regardless of its format, developed or obtained under this Agreement ("Data"), other than the Service Provider's confidential proprietary information, will remain the sole property of the Municipality. The Service Provider must promptly deliver all Data to the Municipality at the Municipality's request. The Service Provider is responsible for the care and protection of the Data until that delivery. The Service Provider may retain one copy of the Data for the

Service Provider's records, subject to the Service Provider's continued compliance with the provisions of this Agreement.

C. Limitations on Customer Information. Both Parties acknowledge and agree that the customer information is subject to, and must be maintained in compliance with, the limitations on disclosure of the customer information pursuant to applicable laws and regulations. Municipality and Service Provider agree that customer-specific information provided to the Municipality in accordance with the Program and any agreements with the applicable LDC shall be treated as confidential to the extent required by law, including M.G.L. c. 93H, and any applicable LDC agreement or tariff. To protect the confidentiality of customer information:

1. Service Provider access to customer information is limited to those authorized representatives or duly licensed consultants of Service Provider, or any authorized third party, who have a legal need to know the information for purposes of this Agreement.
2. Service Provider warrants that it will not disclose, use, sell, or provide Customer Information to any person, firm or entity for any purpose outside of the aggregation program.
3. Service Provider and Municipality acknowledge and agree that customer information remains the property of the Municipality and that material breaches of confidentiality will constitute a default of this Agreement.

D. Proprietary Rights, Survival. The obligations under this Article XIII shall survive the conclusion or termination of this Agreement for two (2) years.

XIV. Governing Law/Venue. Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Agreement, whether between the parties, or of any of the parties' employees, agents or affiliated businesses, will be resolved under the laws of the Commonwealth of Massachusetts, in any court of competent jurisdiction within the Commonwealth of Massachusetts. Service Provider agrees to accept service of process by certified mail at the address provided herein. In the alternative, by agreement of the parties, any such controversy or claim may be submitted for arbitration within the Commonwealth of Massachusetts pursuant to the applicable rules of the American Arbitration Association.

XV. Severability. If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and the parties shall in good faith negotiate to replace such provision by a valid, mutually agreeable and enforceable provision which so far as possible, achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

XVI. Paragraph Headings. Paragraph headings are inserted in this Agreement for convenience only and are not to be used in interpreting this Agreement.

XVII. Compliance with Laws. Service Provider shall comply with all applicable laws and regulations in the performance of the Services.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

TOWN OF ANDOVER

By its Select Board

Ann W. Gilbert, Chair

Daniel A. Koh


Christian C. Huntress

Laura M. Gregory

Alexander J. Vispoli

GOOD ENERGY, L.P.

By: **Good Offices Technology Partners, LLC, its General Partner**

BY: , duly authorized

PRINTED NAME OF SIGNATORY: Maximilian Hoover

TITLE OF SIGNATORY: Manager

Motion for Good Energy Agreement

I move that the Board vote to approve and sign an agreement with Good Energy L.P. for Municipal Aggregation Services.

ANDOVER MEANS TESTED SENIOR TAX EXEMPTION

- The Elder Services Task Force presented a Warrant article at the 2018 Annual Town Meeting which passed.
- This article provided for a new property tax exemption for Andover residents.
- This home rule petition was signed into law on October 5, 2018 for a FY2020 implementation.

THE EXEMPTION QUALIFICATION CRITERIA

- The Applicant or joint owner must have owned an Andover property as their domicile for the last 10 years.
- The Applicant needed to be 65 by December, 2019 and if jointly owned, the joint owner must have been at least 60 by December, 2019.
- The Applicant needed to have filed a 2019 MA State Income Tax return and received the MA State Income Tax Circuit Breaker Tax Credit.

THE EXEMPTION

- The exemption granted in Andover on the real estate tax would be equal to a minimum of 50% to a maximum of 100% of the MA Circuit Breaker Income Tax Credit the applicant earned on their MA Income Tax filing.
- Annually, the Select Board will vote on the percentage of the Circuit Breaker Tax Credit that will be exempted for that fiscal year.

THE FUNDING OF THE EXEMPTION

- This exemption is funded by an increase in the residential tax rate for the fiscal year to offset the exact amount that is exempted.
- There were 126 applicants that qualified for this exemption for FY2021.
- The total Circuit Breaker Credit earned by these applicants is \$137,679. The average Circuit Breaker credit earned was \$1,093.00.
- Given the \$137,679 Circuit Breaker Tax credit earned, the Select Board will vote on the percentage of 50% to 100% of the credit to exempt off the real estate bill of the applicants.

ESTIMATED IMPACT OF PERCENT EXEMPTION

- Assuming the same shift that was adopted for FY2020, the residential tax rate for FY2021 is estimated at \$14.99
- Assuming the Select Board votes to exempt 100% of the circuit breaker credit, the estimated residential tax rate would increase to \$15.01, a .02 increase or a .13% increase.
- Assuming the Select Board votes to exempt 50% of the circuit breaker credit, the estimated residential tax rate would increase to \$15.00, a .01 increase or a .07% increase.

ESTIMATED IMPACT OF PERCENT EXEMPTION

- Assuming a residential value of 700,000 the full 100% exemption would add \$14.00 in additional tax to fund the exemption.
- Assuming a residential value of 700,000 a 50% exemption would add \$7.00 in additional tax to fund the exemption.

Motion for Andover Means Tested Senior Tax Exemption

I move to establish the Andover Means Tested Senior Tax Exemption for FY2021 to be (INSERT ADOPTED PERCENT)% of the MA Income Tax Circuit Breaker tax credit earned on their 2019 tax filing.

Moved By: _____

Seconded By: _____

Vote: _____ Yes

_____ No

_____ Abstain

VOTE OF THE SELECT BOARD

I, The Clerk of the Select Board of the Town of Andover, Massachusetts, certify that at a meeting of the board held November 2, 2020 of which all members of the board were duly notified and at which a quorum was present, the following vote was passed, all of which appears upon the official record of the board in my custody:

Voted: That the maximum useful life of the departmental equipment listed below to be financed with the proceeds of a borrowing authorized by the vote of the Town passed September 12, 2020 is hereby determined pursuant to G.L. C. 44 Section 7(1) to be as follows:

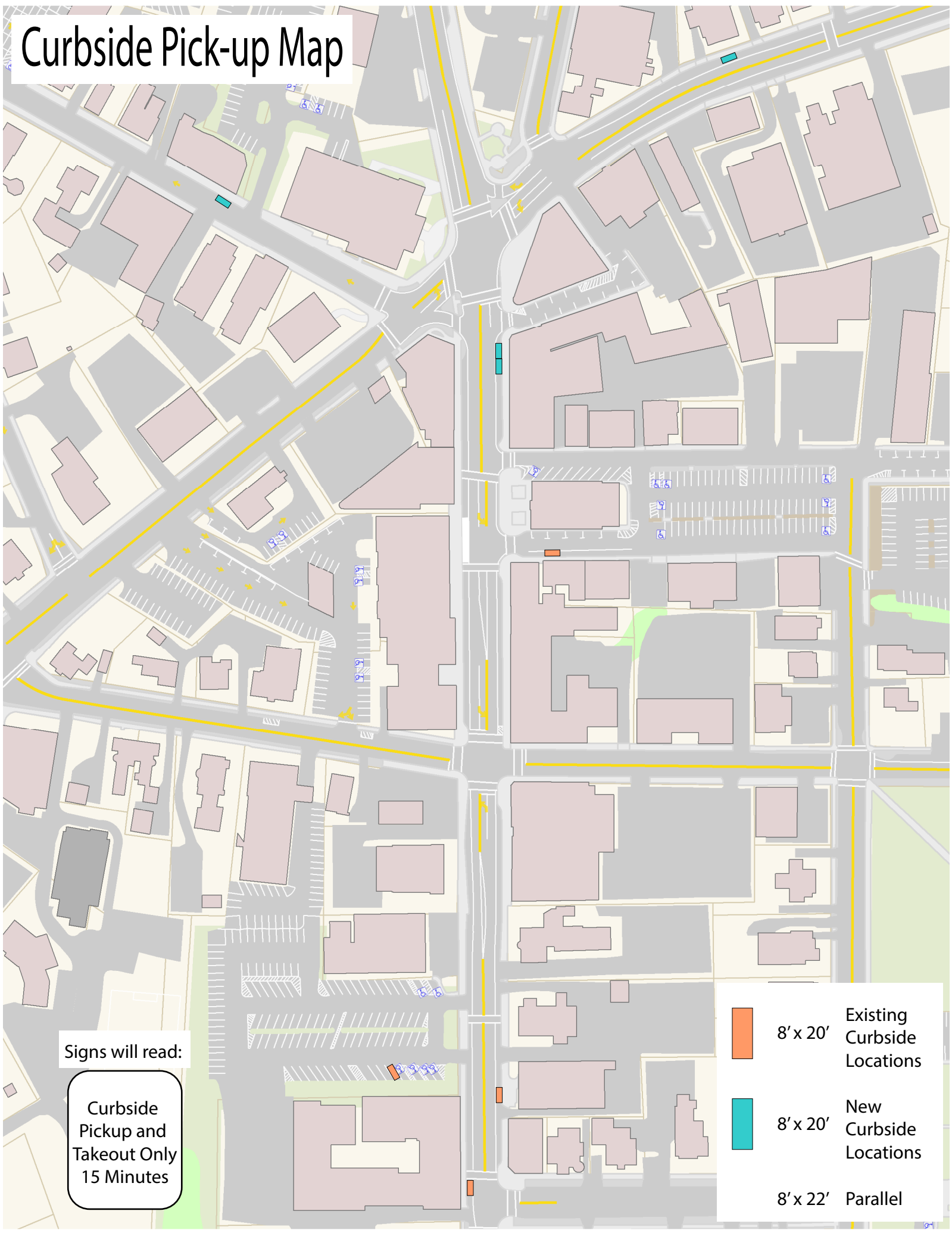
<u>Purpose</u>	<u>Borrowing Amount</u>	<u>Maximum Useful Life</u>
Pierce Fire Pumper	\$700,000	15 Years
Mack GR64F Dump Truck	\$224,130	10 Years
Ford F550 with Maintainer Body	\$119,870	10 Years
Bucket Truck	\$236,000	10 Years

I further certify that the votes were taken at a meeting open to the public, that no vote was taken by secret ballot, that a notice stating the place, date, time and agenda for the meeting (which agenda included the adoption of the above vote) was filed with the Town Clerk and a copy thereof posted in a manner conspicuously visible to the public at all hours in or on the municipal building that the office of the Town Clerk is located, or, if applicable, in accordance with an alternative method of notice prescribed or approved by the Attorney General as set forth in 940 CMR 29.03(2)(b), at least 48 hours, but not including Saturdays, Sundays and legal holidays, prior to the time of the meeting and remained so posted at the time of the meeting, that no deliberations or decision in connection with the subject matter of this vote were taken in executive session, all in accordance with G.L. c.30A Sections 18-25 as amended, as further suspended, supplemented, amended or modified by the Executive Order of the Governor of The Commonwealth of Massachusetts Suspending Certain Provisions of the Open Meeting Law, Chapter 30A, Section 20 dated March 12, 2020.

Date: _____




Clerk of the Select Board

Curbside Pick-up Map



Signs will read:

Curbside
Pickup and
Takeout Only
15 Minutes

-  8' x 20' Existing Curbside Locations
-  8' x 20' New Curbside Locations
-  8' x 22' Parallel

<i>Location</i>	<i>Side</i>	<i>From</i>	<i>To</i>	<i>Type</i>	
18 Elm Street	north	1 space 22 feet		15-minute parking	New
2 Main Street	east	2 spaces 44 feet		15-minute parking	New (2)
7 Barnard	south	1 space 22 feet		15-minute parking	New
Municipal lot 1	south	1 space 18 feet		15-minute parking	Existing
90 Main Street	east	1 space 22 feet		15-minute parking	Existing
19 Essex Street	east	1 space 22 feet		15-minute parking	New
93 Main Street	west	1 space 22 feet		15-minute parking	Existing

AMENDMENTS TO THE TRAFFIC RULES AND REGULATIONS

MOTION

I move to approve the changes to the traffic rules and regulations as presented by the Andover Safety Officer.

Moved by _____

Seconded by _____

Voted _____ to _____