



## Select Board Meeting

Monday, September 13, 2021 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. Public Hearings**

A. Liquor License Change of Manager – (10 minutes)

Board to review and consider voting to approve the application of Andover Country Club, Inc., d/b/a Andover Country Club Pool, 60 Canterbury Street for a Liquor License Change of Manager at the Andover Country Club Pool, 62 Canterbury to Geoffrey Piva, 19 Balmoral Street, Andover, MA.

B. Liquor License Change of Manager – (10 minutes)

Board to review and consider voting to approve the application of Andover Country Club, Inc., 60 Canterbury Street for a Liquor License Change of Manager to Geoffrey Piva, 19 Balmoral Street, Andover, MA.

C. Change of Ownership/Change of Stock – (10 minutes)

Board to review and consider voting to approve the application of Liquor Bros, LLC, d/b/a Elm Square Liquors Co., for a Change of Ownership Interest to their Retail Package Goods Store - All Kinds of Alcoholic Beverages License at 2 Elm Sq., Andover.

**V. Regular Business**

A. Common Victualler License – (10 minutes)

Board to review and consider voting to approve the application of Peking Garden of Andover, for a Common Victualler License at 36 Park St, Andover.

B. Vehicle for Hire License – (10 minutes)

Board to review and consider voting to approve the application of Amrani Chauffeurs Corp, for a Vehicle for Hire License at 200 Woodview Way, Apt 2329, Andover.

C. COVID-19 Update – (10 minutes)

Board to receive update on COVID-19 including a discussion on masking.

RECEIVED  
TOWN CLERK'S OFFICE  
2021 SEP -9 PM 4:17  
TOWN OF ANDOVER, MA 01820

D. Purchase and Sale Agreements for 138 Chandler Road, 0 Cross Street and 140 Chandler Road (5 minutes)

Board to authorize the Town Manager to sign the Purchase and Sale Agreements for the purchase of the properties at 138 Chandler Road and 0 Cross Street and 140 Chandler Road.

E. 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 3, Article VII, Section 9 – Isolated Stop Signs

Location:

1. Hay Bale Road
2. Larchmont Circle
3. Liberty Street

F. Diversity, Equity and Inclusion Update – (10 minutes)

Town Manager and Director of Community Services to provide an update on Diversity, Equity and Inclusion, including the status of the Director position.

G. Open Meeting Law Complaints – (5 minutes)

Board to review and possibly delegate responsibility to respond to the following, complaints of an Open Meeting Law Violation:

1. Complaint of Michael Meyers, 416 South Main Street, Andover, MA, of an Open Meeting Law violation on August 30, 2021.
2. Complaint of Kathleen Grant, 83 Morton Street, Andover, MA of an Open Meeting Law violation on August 12, 2021, August 16, 2021 and August 30, 2021.

H. Update on Andover Youth Services

Board to receive an update on the next steps for Andover Youth Services and vote to approve timeline for the Andover Youth Services Steering Committee.

**VI. Consent Agenda**

A. Appointments by the Town Manager

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

Department	Name	Position	Rate/Term	Date of Hire
Information Technology	Brian Smith (Joseph Hadley)	Technical Specialist I	\$62,441.30/yr	9/20/2021
Department of Public Works	Charles Valles (Nicholas Morasse)	Equipment Operator 2	\$57,395.51/yr	9/14/2021
Department of Public Works	Christopher George (Jason Ouellette)	Equipment Operator 1	\$55,698.97/yr	9/14/2021
Community Services – Youth Services	Patricia Carey	Temporary Transitional Leader	\$50.00/hr	9/1/2021

Community Services – Youth Services	Jessica Wildfong	Temporary Program Coordinator	\$40.00/hr	9/4/2021
Community Services – Youth Services	Guilford Allen	Temporary Program Coordinator	\$40.00/hr	9/7/2021
Community Services – Youth Services	Audrey Frater	Temporary Program Coordinator	\$40.00/hr	9/9/2021
Community Services – Youth Services	Rebecca Gilbert	Temporary Program Coordinator	\$40.00/hr	9/7/2021
Community Services – Youth Services	Saraina Hernandez	Temporary Program Coordinator	\$40.00/hr	9/7/2021
Community Services – Youth Services	Devon Murphy	Temporary Program Coordinator	\$40.00/hr	9/7/2021
Community Services – Recreation	Sharon Garvin	Kid Care Site Director	\$27.00/hr	9/15/2021
Community Services – Recreation	MaryKate Allard	Kid Care Group Leader 3	\$19.00/hr	8/31/2021
Community Services – Recreation	Patricia Simpson	Kid Care Group Leader 3	\$19.00/hr	9/15/2021
Community Services – Recreation	Manisha Behera	Kid Care Group Leader 2	\$18.25/hr	8/30/2021
Community Services – Recreation	Lisa Marini	Kid Care Group Leader 2	\$18.25/hr	8/30/2021
Community Services – Recreation	Laura Brindle	Kid Care Group Leader 1	\$17.50/hr	9/1/2021
Community Services – Recreation	Teagan Deery-Interlande	Kid Care Group Leader 1	\$17.50/hr	8/30/2021
Community Services - Recreation	Rudi Dunlap	Kid Care Group Leader 1	\$17.50/hr	9/15/2021
Community Services – Recreation	Sabrina Fullam	Kid Care Group Leader 1	\$17.50/hr	8/30/2021
Community Services – Recreation	Carmen Maria Gonzalez	Kid Care Group Leader 1	\$17.50/hr	9/15/2021
Community Services – Recreation	Deepa Nair	Kid Care Group Leader 1	\$17.50/hr	8/30/2021
Community Services – Recreation	Mia Chase	Kid Care Assistant Group Leader 1	\$14.00/hr	8/31/2021
Community Services – Recreation	Jacqueline Haney	Kid Care Assistant Group Leader 1	\$14.00/hr	8/30/2021
Community Services – Recreation	Marin King	Kid Care Assistant Group Leader 1	\$14.00/hr	8/31/2021
Community Services – Recreation	Katherine McCarthy	Kid Care Assistant Group Leader 1	\$14.00/hr	8/30/2021

Community Services – Recreation	Max McNeeley	Kid Care Assistant Group Leader 1	\$14.00/hr	8/30/2021
Community Services – Recreation	Aine Stuart	Kid Care Assistant Group Leader 1	\$14.00/hr	8/30/2021
Community Services – Recreation	Ryan Cotton	Kid Care Assistant Group Leader 1	\$14.00/hr	8/30/2021
Community Services – Recreation	Devon Higgins	Kid Care Assistant Group Leader 1	\$14.00/hr	8/30/2021
Community Services – Elder Services	Mary Catherine Torres	Per Diem Senior Center Drive	\$20.12/hr	9/14/2021
Memorial Hall Library	Brianna Caron-DiPietro	Library Assistant I - Sundays	\$35.00/hr	8/29/2021
Memorial Hall Library	Meaghan Brown	Library Assistant I - Sundays	\$35.00/hr	8/29/2021
Memorial Hall Library	Heather Maganzini	Library Assistant I - Sundays	\$35.00/hr	8/29/2021
Memorial Hall Library	Molly McIntyre	Library Assistant I - Sundays	\$35.00/hr	8/29/2021
Community Services – Recreation	Rachel Holliday	Seasonal	\$15.00/hr	8/24/2021
Community Services – Recreation	Laura Brindle	Kid Care	\$17.50/hr	9/1/2021
Town Governance Study Committee	Austin Simko	At-Large Member	Term Expires 6/30/2022	9/13/2021

**VII. Approval of Minutes**

A. Board to approve minutes from the following meetings:

1. July 19, 2021
2. August 12, 2021

**VIII. Citizens Petitions and Presentations**

Public comment will be limited to 30 minutes.

To provide public comment during Citizens Petitions and Presentations visit:

[www.andoverma.gov/JoinSelectBoardMeeting](http://www.andoverma.gov/JoinSelectBoardMeeting)

**IX. Adjourn**

Pursuant to S.2475 “An Act Relative to Extending Certain COVID-19 Measures Adopted During the State of Emergency,” which was enacted into law on June 16, 2021, this meeting of the Select Board will be conducted via remote participation to the greatest extent possible. The virtual meeting will be broadcast on Verizon Channel 45 and Comcast Channel 22

Members of the public who wish to participate in the meeting can do so by calling (978 623-8311, or by emailing [manager@andoverma.us](mailto:manager@andoverma.us). Residents are encouraged to email their questions or comments ahead of the meeting – however, staff will be available to present the Select Board with questions and comments received during the meeting. Please include your name and address with your question or comment.

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 our 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.

**MEETINGS ARE TELEVISED ON  
COMCAST CHANNEL 22 AND VERIZON CHANNEL 45**

Andover Country Club Pool – Liquor License Change in Manager

**TOWN OF ANDOVER GENERAL LICENSE APPLICATION**

RECEIVED  
TOWN CLERK TIME STAMP

APPLICANT'S D/B/A: Andover Country Club - Pool

APPLICANT NAME: Andover Country Club, Inc

2021 AUG 10 PM 2: 37

APPLICANT'S ADDRESS: 60 Canterbury St  
Andover, MA 01810

TOWN OF ANDOVER, MASS

APPLICANT'S TEL. NUMBER: [REDACTED]

CONTACT PERSON: Geoffrey Piva

TELEPHONE: 978-474-6548 E-MAIL geoff@andovercountryclub.com

MAILING ADDRESS: 60 Canterbury St

\*\*\*\*\*

TYPE OF LICENSE: LIQUOR LICENSE - CHANGE OF MANAGER

LOCATION OF LICENSE ACTIVITY: 62 Canterbury Street Andover, MA 01810

APPLICATION/LICENSE FEE: \$125 FID/SS # \_\_\_\_\_

DATE OF ACTIVITY N/A TIME from N/A to N/A

\*\*\*\*\*

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

Signature: [REDACTED]

\*\*\*\*\*

OFFICE USE ONLY      OFFICE USE ONLY      OFFICE USE ONLY      OFFICE USE ONLY

Date of log entry Aug 10, 2021 By: MML License Board Hearing Date: Sept 13, 2021

Prior Approval Required:	DATE SENT:	DATE APPROVED
Police Dept: ✓	<u>8/11/21</u>	<u>8-11-21</u>
Fire Dept: ✓	_____	<u>8-11-21</u>
Building: ✓	_____	<u>8-12-21</u>
Health: ✓	_____	_____
Treasurer: ✓	_____	<u>8-12-21</u>

Add'l conditions for license: \_\_\_\_\_

**This license requires: (circle all that apply)**

Select Board Approval

Business Certificate

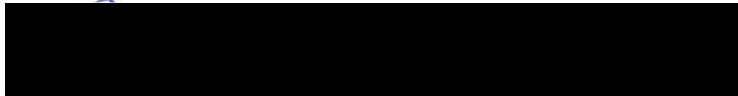
Letter of Clearance

**TAX FORM**

APPLICANT NAME: Andover Country Club

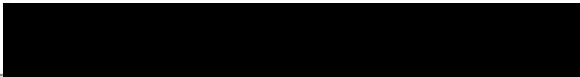
I certify under penalties of perjury that the above named applicant has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Andover Country Club  
Signature of Individual or Corporate Name (Mandatory)



By: ✓ Corporate Officer (if corporation)

Social Security# (if individual)



Federal Identification Number (FID# if Corporation or Non Profit#)

*This license will not be issued unless the certification clause is signed by the applicant.*

*Your Social Security or FID number will be furnished to the Massachusetts Department of Revenue to determine if you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. General Laws C. 62c s.49A.*



The Commonwealth of Massachusetts  
 Department of Industrial Accidents  
 1 Congress Street, Suite 100  
 Boston, MA 02114-2017  
 www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses.  
 TO BE FILED WITH THE PERMITTING AUTHORITY.

**Applicant Information**

Please Print Legibly

Business/Organization Name: Andover Country Club

Address: 60 Canterbury St.

City/State/Zip: Andover, MA 01810 Phone #: 978-475-1263

**Are you an employer? Check the appropriate box:**

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

**Business Type (required):**

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

\*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

\*\*If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

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

Insurance Company Name: AIM MUTUAL INSURANCE Co.

Insurer's Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Policy # or Self-ins. Lic. # \_\_\_\_\_ Expiration Date: 05/11/2021 - 05/11/2022

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

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

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

Signature: \_\_\_\_\_ Date: August 10, 2021

Phone #: \_\_\_\_\_

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

City or Town: Andover Permit/License # \_\_\_\_\_

Issuing Authority (circle one):

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

Contact Person: Austin Simko, Town Clerk Phone #: 978-623-8230



# TOWN OF ANDOVER

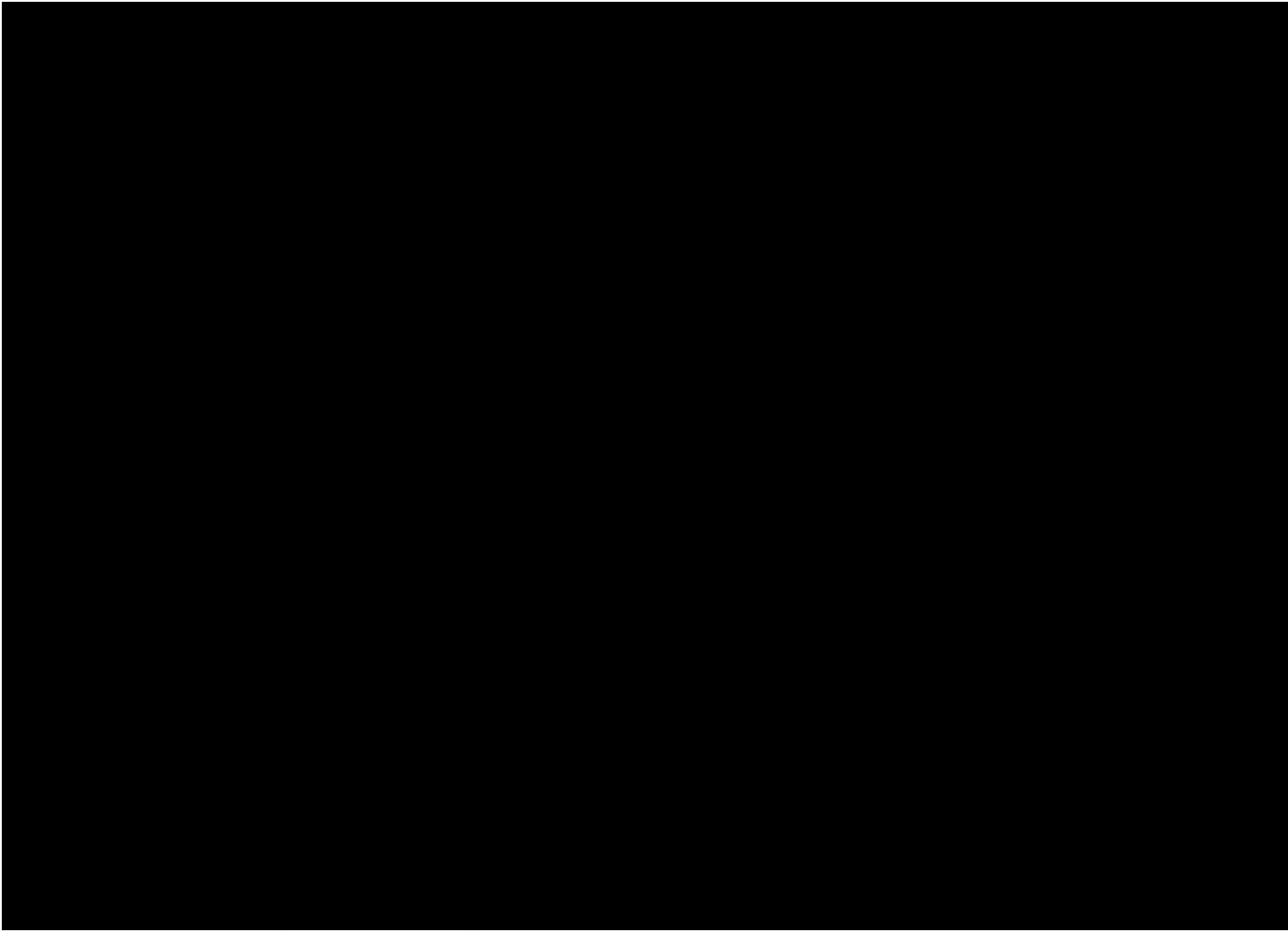
## TOWN CLERK'S OFFICE

36 Bartlet Street  
Andover, MA 01810  
978-623-8230

[www.andoverma.gov](http://www.andoverma.gov)

### SUBJECT INFORMATION:

PIVA                      GEOFFREY                      ALAN  
Last Name                      First Name                      Middle Name                      Suffix



drivers license

VERIFIED BY:

Melissa K. Ripley  
Name of Verifying Employee (Please Print)

Melissa K Ripley  
Signature of Verifying Employee

## Melissa Ripley

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**From:** iCORI <iCORI.submission@chs.state.ma.us>  
**Sent:** Tuesday, August 10, 2021 4:25 PM  
**To:** Melissa Ripley  
**Subject:** iCORI Order Summary



### iCORI

Commonwealth of Massachusetts  
Department of Criminal Justice Information Services

#### iCORI Order Receipt

Your request for Massachusetts Criminal Offender Record Information (CORI) for the subject(s) below has been received.

To view the status of your CORI requests, please log in to iCORI and select the View CORI Results tab.

The DCJIS will never ask for your password or other confidential information via email.

Please do not respond directly to this email message. If you have any questions regarding this message, please e-mail us at [iCORI.INFO@state.ma.us](mailto:iCORI.INFO@state.ma.us), or call the Constituent Assistance and Research Unit at 617-660-4640 between 8:00 AM and 6:00 PM Eastern Time, Monday - Friday.

#### Order Summary

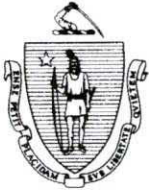
Order Number: [REDACTED]

Submission Date/Time: 08/10/2021, 16:25

Org. Id: [REDACTED]

Username: MRipley\_

Row	Request ID	Name	Date of Birth	SSN
1	[REDACTED]	Piva, Geoffrey A	[REDACTED]	[REDACTED]



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

**AMENDMENT-Change of Manager**

**Change of License Manager**

**1. BUSINESS ENTITY INFORMATION**

Entity Name	Municipality	ABCC License Number
Andover Country Club, Inc	Andover	[REDACTED]

**2. APPLICATION CONTACT**

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

Name	Title	Email	Phone
Denise Galligan	Comptroller	denise.galligan@andovercountryclub.com	978 474-6530

**3A. MANAGER INFORMATION**

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

Proposed Manager Name	Geoffery A. Piva	Date of Birth	9/19/1978	SSN	030684608
Residential Address	19 Balmoral Street Andover, MA 01810				
Email	geoff@andovercountryclub.com	Phone	978-314-2934		
Please indicate how many hours per week you intend to be on the licensed premises	55-60	Last-Approved License Manager	Elaine Chirchiello		

**3B. CITIZENSHIP/BACKGROUND INFORMATION**

Are you a U.S. Citizen?  Yes  No \*Manager must be U.S. citizen  
 If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.  
 Have you ever been convicted of a state, federal, or military crime?  Yes  No  
 If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

**3C. EMPLOYMENT INFORMATION**

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

Start Date	End Date	Position	Employer	Supervisor Name
5/3/21	Present	General Manager	Andover Country Club	Yvon Cormier
2015	5/1/21	General Manager	Lanam Club	Gregory A. Serrao

**3D. PRIOR DISCIPLINARY ACTION**

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

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

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

Manager's Signature	[REDACTED]	Date	July 24, 2021
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## APPLICANT'S STATEMENT

I, Yvon H. Cormier the:  sole proprietor;  partner;  corporate principal;  LLC/LLP manager  
Authorized Signatory

of Andover Country Club, Inc.  
Name of the Entity/Corporation

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

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

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:

  
[Redacted Signature]

Date: July 24, 2021

Title:

President of Andover Country Club



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

mass.gov/dor

Letter ID: L1744949440  
Notice Date: June 24, 2021  
Case ID: 0-001-225-110



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



ANDOVER COUNTRY CLUB INC  
60 CANTERBURY ST  
ANDOVER MA 01810-2899

### ***Why did I receive this notice?***

The Commissioner of Revenue certifies that, as of the date of this certificate, ANDOVER COUNTRY CLUB INC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

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

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

### ***What if I have questions?***

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

### ***Visit us online!***

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

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

Edward W. Coyle, Jr., Chief  
Collections Bureau

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/30/2021

<b>PRODUCER</b> Doherty Insurance Agency, Inc. P.O. Box 1985 21 Elm Street Andover, MA 01810	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
<b>INSURED</b> Andover Country Club Inc 60 Canterbury Street Andover, MA 01810	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:80%;">INSURERS AFFORDING COVERAGE</th> <th style="width:20%;">NAIC #</th> </tr> <tr> <td>INSURER A: <b>AIM Mutual Insurance Co</b></td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: <b>AIM Mutual Insurance Co</b>		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: <b>AIM Mutual Insurance Co</b>													
INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													

**COVERAGES**

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS												
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$												
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$												
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$												
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$												
<b>A</b>		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	[REDACTED]	05/11/21	05/11/22	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> WC STATU-TORY LIMITS</td> <td><input type="checkbox"/> OTH-ER</td> <td></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> <td>\$1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td>\$1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td>\$1,000,000</td> </tr> </table>	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	<input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT		\$1,000,000	E.L. DISEASE - EA EMPLOYEE		\$1,000,000	E.L. DISEASE - POLICY LIMIT		\$1,000,000
<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	<input type="checkbox"/> OTH-ER																	
E.L. EACH ACCIDENT		\$1,000,000																
E.L. DISEASE - EA EMPLOYEE		\$1,000,000																
E.L. DISEASE - POLICY LIMIT		\$1,000,000																

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Covering operations usual to Andover Country Club, Inc...

<b>CERTIFICATE HOLDER</b> Town of Andover 36 Bartlett Street Andover, MA 01810	<b>CANCELLATION 10 Days for Non-Payment</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <span style="float: right;">DocuSigned by: <i>Sheila M. Doherty</i></span>
---	---

**SECRETARY'S CERTIFICATE OF VOTE**

I, Yvon Cormier, do hereby certify that I am the elected, qualified and acting secretary of Andover Country Club, Inc., a Massachusetts corporation (the "Corporation"), and do further certify that the following vote was duly adopted by the unanimous consent of all of the Directors of the Corporation on July 24, 2021:

VOTED: That the Corporation appoint Geoffery A. Piva as interim Liquor License Manager for both Liquor Licenses held by the Corporation effective immediately and continuing until the Town of Andover as Local Licensing Authority and the Alcoholic Beverages Control Commission approve the Corporation's formal applications for a Change in License Manager;

VOTED: That the Corporation appoint Geoffery A. Piva as the new Liquor License Manager for both Liquor Licenses held by the Corporation effective upon the the Town of Andover as Local Licensing Authority and the Alcoholic Beverages Control Commission's approval of the Corporation's formal applications for a Change in License Manager.

I do hereby certify that the foregoing vote has not been modified, amended, annulled or revoked and is in full force and effect as of the date hereof.

A true record attest this 24<sup>th</sup> day of July, 2021.

[Redacted Signature]

Yvon Cormier  
Secretary of Andover Country Club, Inc.

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 24<sup>th</sup> day of July, 2021, before me, the undersigned notary public, personally appeared Yvon Cormier, secretary of Andover Country Club, Inc., who proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state government 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, and the foregoing is a true and record of action by Andover Country Club, Inc.



Diane M. Caissie

Notary Public: Diane M. Caissie  
My commission expires: MARCH 4, 2022



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

JEAN M. LORIZIO, ESQ.  
CHAIRMAN

**CORI REQUEST FORM**

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

**ABCC LICENSE INFORMATION**

ABCC NUMBER: [REDACTED] LICENSEE NAME: Andover Country Club CITY/TOWN: Andover  
OF EXISTING LICENSEE

**APPLICANT INFORMATION**

LAST NAME: Piva FIRST NAME: Geoffery MIDDLE NAME: Alan  
MAIDEN NAME OR ALIAS (IF APPLICABLE): PLACE OF BIRTH: [REDACTED]  
DATE OF BIRTH: [REDACTED] SSN: [REDACTED] ID THEFT INDEX PIN (IF APPLICABLE):  
MOTHER'S MAIDEN NAME: Jarvis DRIVER'S LICENSE #: STATE LIC. ISSUED: Massachusetts  
GENDER: MALE HEIGHT: 5 6 WEIGHT: EYE COLOR: Brown  
CURRENT ADDRESS: [REDACTED]  
CITY/TOWN: Andover STATE: MA ZIP: 01810  
FORMER ADDRESS: [REDACTED]  
CITY/TOWN: Lexington STATE: MA ZIP: 02420

**PRINT AND SIGN**

PRINTED NAME: Geoffery Piva APPLICANT/EMPLOYEE SIGNATURE: [Signature]

**NOTARY INFORMATION**

On this August 10, 2021 before me, the undersigned notary public, personally appeared Geoffery Piva  
(name of document signer), proved to me through satisfactory evidence of identification, which were driver's license  
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.  
MELISSA K. RIPLEY Notary Public COMMONWEALTH OF MASSACHUSETTS My Commission Expires April 5, 2024  
[Signature] NOTARY

**DIVISION USE ONLY**

REQUESTED BY: [REDACTED] SIGNATURE OF CORI-AUTHORIZED EMPLOYEE  
The DCJ Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJ. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCJ via mail or by fax to (617) 660-4614.

**CORPORATE VOTE**

The Board of Directors or LLC Managers of   
Entity Name

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

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on   
Date of Meeting

For the following transactions (Check all that apply):

Change of Manager

Other

"VOTED: To authorize   
Name of Person

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

"VOTED: To appoint   
Name of Liquor License Manager

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

A true copy attest,



Corporate Officer / LLC Manager Signature

Yvon Cormier

(Print Name)

For Corporations ONLY

A true copy attest,

\_\_\_\_\_  
Corporation Clerk's Signature

\_\_\_\_\_  
(Print Name)



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

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION  
 MONETARY TRANSMITTAL FORM**

**AMENDMENT-Change of Manager**

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

ECRT CODE: RETA

Please make \$200.00 payment here: [ABCC PAYMENT WEBSITE](#)

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

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

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN

STATE

ZIP CODE

For the following transactions (Check all that apply):

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

**THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL FORM ALONG WITH COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:**

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

## Melissa Ripley

---

**From:** Jackie Riddle <Jackie.Riddle@andovercountryclub.com>  
**Sent:** Tuesday, August 10, 2021 1:09 PM  
**To:** Melissa Ripley  
**Subject:** FW: Receipt from nCourt Payment for Pool Andover CC

**From:** customerservice@nCOURT.com <customerservice@nCOURT.com>  
**Sent:** Tuesday, August 10, 2021 1:02 PM  
**To:** Jackie Riddle <Jackie.Riddle@andovercountryclub.com>  
**Subject:** Receipt from nCourt

YOUR RECEIPT >>

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

### Paid To

**Name:** Massachusetts Alcoholic Beverages Control Commission - Retail  
**Address 1:** 95 Fourth Street, Suite 3  
**Address 2:**  
**City:** Chelsea  
**State:** Massachusetts  
**Zip:** 02150

### Payment Information

**First Name:** Jacqueline  
**Last Name:** Cormier-Riddle  
**Address 1:** 80 Canterbury Street  
**Address 2:**  
**City:** Andover  
**State:** MA  
**Zip:** 01810

Description	ID	Service Fee	Amount
FILING FEES-RETAIL	Andover Country Club	\$4.70	\$200.00

**Receipt Date:** 8/10/2021 1:01:32 PM EDT  
**Invoice Number:** cb059968-5516-46eb-6388-6a9a2892a505

**Total Amount Paid:** \$204.70

### Billing Information

**First Name:** Jacqueline  
**Last Name:** Cormier-Riddle  
**Email:** [jackie\\_riddle@andovercountryclub.com](mailto:jackie_riddle@andovercountryclub.com)

***Town of Andover***  
**Office of the Town Clerk**

<b>DATE</b>	<b>Receipt #</b>
08/11/2021	104169

Account #	Code	Description	#	Amount	Total
010161.4410	509	APP FEE-ACC POOL	Check 56139 1	\$ 125.00	\$ 125.00
010161.4410	509	APP FEE - ACC CLUB	Check 56139 1	\$ 125.00	\$ 125.00
Total Check					250.00
<b>Total.....</b>					<b>\$ 250.00</b>

## Melissa Ripley

---

**From:** Thomas Carbone  
**Sent:** Wednesday, August 25, 2021 7:13 AM  
**To:** Melissa Ripley  
**Subject:** RE: Andover Country Club - 2 applications Change of Manager

Hi melissa,

Health has no issues with this.

Thomas G. Carbone  
Director of Public Health  
36 Bartlet St.  
Andover, MA 01810

Phone: 978-623-8640  
Fax: 978-623-8694  
[thomas.carbone@andoverma.us](mailto:thomas.carbone@andoverma.us)

**From:** Melissa Ripley <[melissa.ripley@andoverma.us](mailto:melissa.ripley@andoverma.us)>  
**Sent:** Wednesday, August 11, 2021 4:06 PM  
**To:** Glen Ota <[GOta@andoverps.net](mailto:GOta@andoverps.net)>; Robert Stabile <[RSta@andoverps.net](mailto:RSta@andoverps.net)>; Michael Morse <[michael.morse@andoverma.us](mailto:michael.morse@andoverma.us)>; Michael Mansfield <[MMan@andoverps.net](mailto:MMan@andoverps.net)>; Thomas Carbone <[thomas.carbone@andoverma.us](mailto:thomas.carbone@andoverma.us)>; Chris Clemente <[chris.clemente@andoverma.us](mailto:chris.clemente@andoverma.us)>  
**Cc:** Austin Simko <[austin.simko@andoverma.us](mailto:austin.simko@andoverma.us)>; Kathryn Forina <[kathryn.forina@andoverma.us](mailto:kathryn.forina@andoverma.us)>  
**Subject:** Andover Country Club - 2 applications Change of Manager

Hello All,

Attached find two applications for the Change of Manager for the Andover Country Club. One is for the pool, one for the clubhouse. Please review the applications and let me know if you approve with or without conditions.

Thank you in advance,  
Melissa

Melissa K. Ripley  
Assistant Town Clerk  
978-623-8232  
[Melissa.ripley@andoverma.us](mailto:Melissa.ripley@andoverma.us)

**Andover Country Club, Inc, d/b/a Andover Country Club**

I move to approve the application of Andover Country Club, Inc, d/b/a Andover Country Club, for a Change of Manager to their Common Victualler Seasonal- All Kinds of Alcoholic Beverages License at 62 Canterbury St, Andover, subject to the condition that all other requirements of the Town are met prior to issuance.

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

Voted \_\_\_\_\_ to \_\_\_\_\_

Andover Country Club – Liquor License Change in Manager

**TOWN OF ANDOVER GENERAL LICENSE APPLICATION**

RECEIVED  
TOWN CLERK'S OFFICE  
TIME STAMP

APPLICANT'S D/B/A: Andover Country Club

2021 AUG 10 PM 2:17

APPLICANT NAME: Andover Country Club, Inc

TOWN OF ANDOVER, MASS

APPLICANT'S ADDRESS: 60 Canterbury St Andover, MA 01810

APPLICANT'S TEL. NUMBER: 

CONTACT PERSON: Geoffrey Piva

TELEPHONE: 978 474-6540 E-MAIL geoff@andovercountryclub.com

MAILING ADDRESS: 60 Canterbury Street Andover, MA 01810

\*\*\*\*\*

TYPE OF LICENSE: LIQUOR LICENSE - CHANGE OF MANAGER

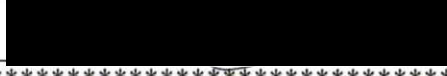
LOCATION OF LICENSE ACTIVITY: 60 Canterbury Street Andover, MA 01810

APPLICATION/LICENSE FEE: \$125 FID/SS # \_\_\_\_\_

DATE OF ACTIVITY N/A TIME from N/A to N/A

\*\*\*\*\*

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

Signature: 

\*\*\*\*\*

OFFICE USE ONLY      OFFICE USE ONLY      OFFICE USE ONLY      OFFICE USE ONLY

Date of log entry Aug 10, 2021 By: RW License Board Hearing Date: Sept 13, 2021

Prior Approval Required:	DATE SENT:	DATE APPROVED
Police Dept:	<u>8/11/21</u>	<u>8/11/21</u>
Fire Dept:	<u>↓</u>	<u>8/11/21</u>
Building:	<u>↓</u>	<u>8/12/21</u>
Health:	<u>↓</u>	<u>8/25/21</u>
Treasurer:	<u>↓</u>	<u>8/12/21</u>

Add'l conditions for license: \_\_\_\_\_

This license requires: (circle all that apply)

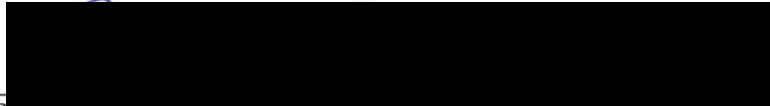
- Select Board Approval
- Business Certificate
- Letter of Clearance

TAX FORM

APPLICANT NAME: Andover Country Club

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

Andover Country Club  
Signature of Individual or Corporate Name (Mandatory)



By: Corporate Officer (if corporation)

Social Security# (if individual)  
A black rectangular redaction box covering the Social Security number.

Federal Identification Number (FID# if Corporation or Non Profit#)

*This license will not be issued unless the certification clause is signed by the applicant.*

*Your Social Security or FID number will be furnished to the Massachusetts Department of Revenue to determine if you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. General Laws C. 62c s.49A.*



The Commonwealth of Massachusetts  
 Department of Industrial Accidents  
 1 Congress Street, Suite 100  
 Boston, MA 02114-2017  
 www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses.  
 TO BE FILED WITH THE PERMITTING AUTHORITY.

**Applicant Information**

**Please Print Legibly**

Business/Organization Name: Andover Country Club

Address: 60 Canterbury St.

City/State/Zip: Andover, MA 01810 Phone #: 978-475-1263

**Are you an employer? Check the appropriate box:**

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

**Business Type (required):**

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

\*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

\*\*If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

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

Insurance Company Name: AIM MUTUAL INSURANCE CO.

Insurer's Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Policy # or Self-ins. Lic. # [REDACTED] Expiration Date: 05/11/2021-05/11/2022

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

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

*I do hereby certify that the information provided above is true and correct.*

Signature: [REDACTED] Date: August 10, 2021

Phone #: \_\_\_\_\_

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

City or Town: Andover Permit/License # \_\_\_\_\_

Issuing Authority (circle one):

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

Contact Person: Austin Simko, Town Clerk Phone #: 978-623-8230



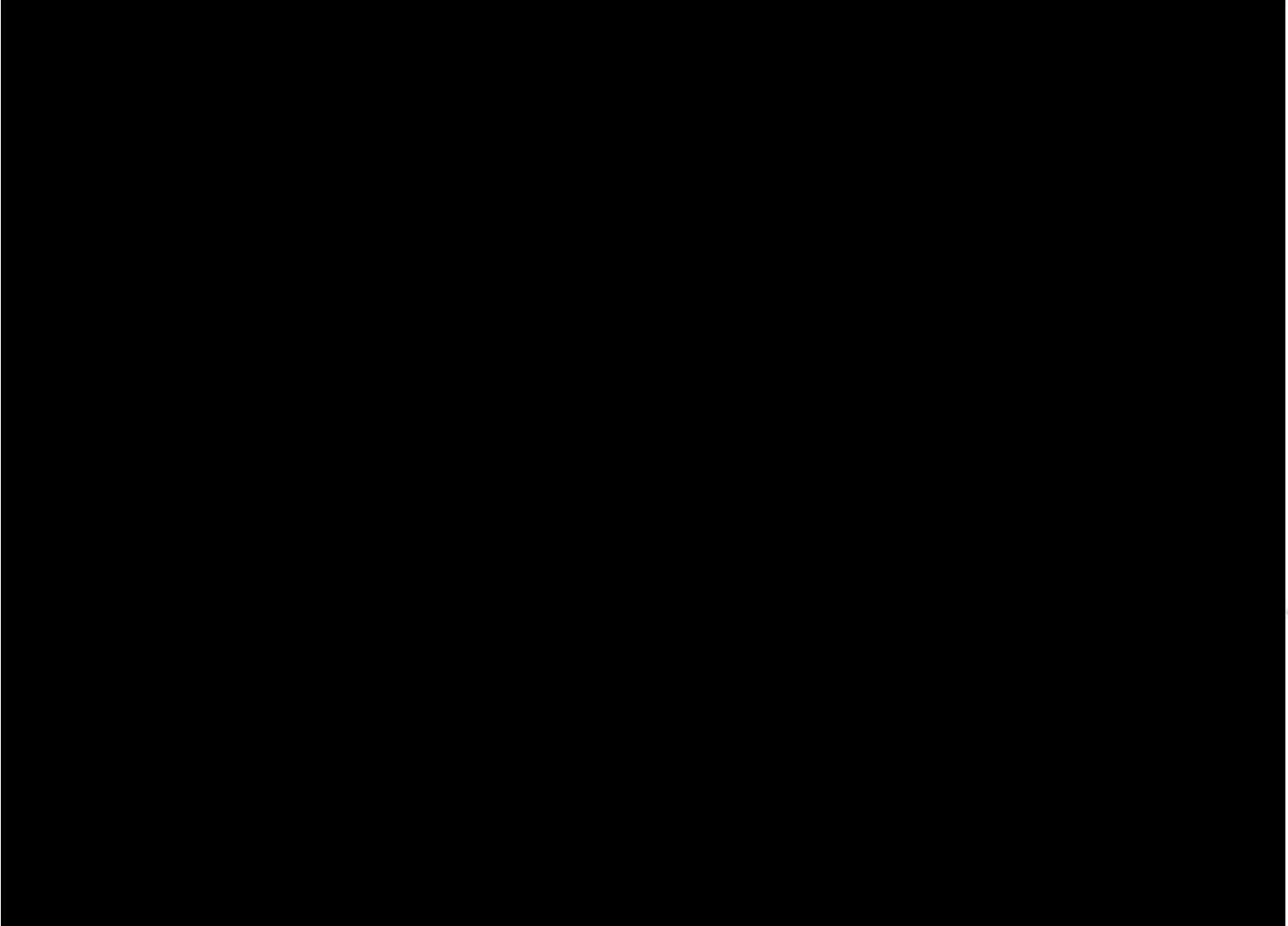
# TOWN OF ANDOVER

## TOWN CLERK'S OFFICE

36 Bartlet Street  
Andover, MA 01810  
978-623-8230  
[www.andoverma.gov](http://www.andoverma.gov)

### SUBJECT INFORMATION:

PIVA                      GEOFFREY                      ALAN  
Last Name                      First Name                      Middle Name                      Suffix



drivers license  
\_\_\_\_\_

VERIFIED BY: Melissa K. Ripley  
Name of Verifying Employee (Please Print)  
Melissa K Ripley  
Signature of Verifying Employee

## Melissa Ripley

---

**From:** iCORI <iCORI.submission@chs.state.ma.us>  
**Sent:** Tuesday, August 10, 2021 4:25 PM  
**To:** Melissa Ripley  
**Subject:** iCORI Order Summary



### iCORI

Commonwealth of Massachusetts  
Department of Criminal Justice Information Services

#### iCORI Order Receipt

Your request for Massachusetts Criminal Offender Record Information (CORI) for the subject(s) below has been received.

To view the status of your CORI requests, please log in to iCORI and select the View CORI Results tab.

The DCJIS will never ask for your password or other confidential information via email.

Please do not respond directly to this email message. If you have any questions regarding this message, please e-mail us at [iCORI.INFO@state.ma.us](mailto:iCORI.INFO@state.ma.us), or call the Constituent Assistance and Research Unit at 617-660-4640 between 8:00 AM and 6:00 PM Eastern Time, Monday - Friday.

#### Order Summary

Order Number: [REDACTED]

Submission Date/Time: 08/10/2021, 16:25

Org. Id: [REDACTED]

Username: MRipley\_

Row	Request ID	Name	Date of Birth	SSN
1	[REDACTED]	Piva, Geoffrey A	[REDACTED]	[REDACTED]



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

**AMENDMENT-Change of Manager**

**Change of License Manager**

**1. BUSINESS ENTITY INFORMATION**

Entity Name	Municipality	ABCC License Number
Andover Country Club, Inc	Andover	[REDACTED]

**2. APPLICATION CONTACT**

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

Name	Title	Email	Phone
Denise Galligan	Comptroller	denise.galligan.andovercountryclub.com	978-474-6530

**3A. MANAGER INFORMATION**

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

Proposed Manager Name	Geoffery A. Piva	Date of Birth	9/19/1978	SSN	030684608
Residential Address	19 Balmoral Street Andover, MA 01810				
Email	geoff@andovercountryclub.com	Phone	978-314-2934		
Please indicate how many hours per week you intend to be on the licensed premises	55-60	Last-Approved License Manager	Elaine Chirchiello		

**3B. CITIZENSHIP/BACKGROUND INFORMATION**

Are you a U.S. Citizen?  Yes  No \*Manager must be U.S. citizen  
 If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.  
 Have you ever been convicted of a state, federal, or military crime?  Yes  No  
 If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

**3C. EMPLOYMENT INFORMATION**

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

Start Date	End Date	Position	Employer	Supervisor Name
5/3/21	Present	General Manager	Andover Country Club	Yvon Cormier
2015	5/1/21	General Manager	Lanam Club	Gregory A. Serrao

**3D. PRIOR DISCIPLINARY ACTION**

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

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

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

Manager's Signature  Date July 24, 2021

## APPLICANT'S STATEMENT

I, Yvon H. Cormier the:  sole proprietor;  partner;  corporate principal;  LLC/LLP manager  
Authorized Signatory

of Andover Country Club, Inc.  
Name of the Entity/Corporation

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

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

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:

Date: July 24, 2021

Title:

President of Andover Country Club



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

mass.gov/dor

Letter ID: L1744949440  
Notice Date: June 24, 2021  
Case ID: 0-001-225-110



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



ANDOVER COUNTRY CLUB INC  
60 CANTERBURY ST  
ANDOVER MA 01810-2899

### ***Why did I receive this notice?***

The Commissioner of Revenue certifies that, as of the date of this certificate, ANDOVER COUNTRY CLUB INC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

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

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

### ***What if I have questions?***

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

### ***Visit us online!***

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

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

Edward W. Coyle, Jr., Chief  
Collections Bureau

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/30/2021

<b>PRODUCER</b> Doherty Insurance Agency, Inc. P.O. Box 1985 21 Elm Street Andover, MA 01810	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
<b>INSURED</b> Andover Country Club Inc 60 Canterbury Street Andover, MA 01810	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:80%;">INSURERS AFFORDING COVERAGE</th> <th style="width:20%;">NAIC #</th> </tr> <tr> <td>INSURER A: <b>AIM Mutual Insurance Co</b></td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: <b>AIM Mutual Insurance Co</b>		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: <b>AIM Mutual Insurance Co</b>													
INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													

**COVERAGES**

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

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS																
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$																
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$																
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$																
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <hr/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$																
<b>A</b>		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	XXXXXXXXXX	05/11/21	05/11/22	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:5%; text-align: center;"><b>X</b></td> <td style="width:15%;">WC STATU-TORY LIMITS</td> <td style="width:10%;">OTH-ER</td> <td style="width:70%;"></td> </tr> <tr> <td></td> <td>E.L. EACH ACCIDENT</td> <td></td> <td>\$1,000,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td>\$1,000,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td>\$1,000,000</td> </tr> </table>	<b>X</b>	WC STATU-TORY LIMITS	OTH-ER			E.L. EACH ACCIDENT		\$1,000,000		E.L. DISEASE - EA EMPLOYEE		\$1,000,000		E.L. DISEASE - POLICY LIMIT		\$1,000,000
<b>X</b>	WC STATU-TORY LIMITS	OTH-ER																				
	E.L. EACH ACCIDENT		\$1,000,000																			
	E.L. DISEASE - EA EMPLOYEE		\$1,000,000																			
	E.L. DISEASE - POLICY LIMIT		\$1,000,000																			
		OTHER																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Covering operations usual to Andover Country Club, Inc...

<b>CERTIFICATE HOLDER</b> Town of Andover 36 Bartlett Street Andover, MA 01810	<b>CANCELLATION 10 Days for Non-Payment</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE: <i>Sheila M. Doherty</i>
---	--

**SECRETARY'S CERTIFICATE OF VOTE**

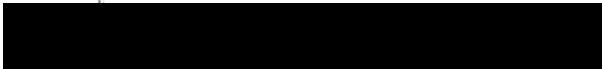
I, Yvon Cormier, do hereby certify that I am the elected, qualified and acting secretary of Andover Country Club, Inc., a Massachusetts corporation (the "Corporation"), and do further certify that the following vote was duly adopted by the unanimous consent of all of the Directors of the Corporation on July 24, 2021:

VOTED: That the Corporation appoint Geoffery A. Piva as interim Liquor License Manager for both Liquor Licenses held by the Corporation effective immediately and continuing until the Town of Andover as Local Licensing Authority and the Alcoholic Beverages Control Commission approve the Corporation's formal applications for a Change in License Manager;

VOTED: That the Corporation appoint Geoffery A. Piva as the new Liquor License Manager for both Liquor Licenses held by the Corporation effective upon the the Town of Andover as Local Licensing Authority and the Alcoholic Beverages Control Commission's approval of the Corporation's formal applications for a Change in License Manager.

I do hereby certify that the foregoing vote has not been modified, amended, annulled or revoked and is in full force and effect as of the date hereof.

A true record attest this 24<sup>th</sup> day of July, 2021.



Yvon Cormier  
Secretary of Andover Country Club, Inc.

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 24<sup>th</sup> day of July, 2021, before me, the undersigned notary public, personally appeared Yvon Cormier, secretary of Andover Country Club, Inc., who proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state government 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, and the foregoing is a true and record of action by Andover Country Club, Inc.



Diane M. Caissie

Notary Public Diane M. Caissie  
My commission expires: March 4, 2022



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

JEAN M. LORIZIO, ESQ.  
CHAIRMAN

**CORI REQUEST FORM**

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

**ABCC LICENSE INFORMATION**

ABCC NUMBER: [REDACTED] LICENSEE NAME: Andover Country Club CITY/TOWN: Andover  
(IF EXISTING LICENSEE)

**APPLICANT INFORMATION**

LAST NAME: Piva FIRST NAME: Geoffery MIDDLE NAME: Alan  
MAIDEN NAME OR ALIAS (IF APPLICABLE): [REDACTED] PLACE OF BIRTH: [REDACTED]  
DATE OF BIRTH: 9/19/1978 SSN: [REDACTED] ID THEFT INDEX PIN (IF APPLICABLE): [REDACTED]  
MOTHER'S MAIDEN NAME: Jarvis DRIVER'S LICENSE #: [REDACTED] STATE LIC. ISSUED: Massachusetts  
GENDER: MALE HEIGHT: 5 6 WEIGHT: [REDACTED] EYE COLOR: Brown  
CURRENT ADDRESS: [REDACTED]  
CITY/TOWN: Andover STATE: MA ZIP: 01810  
FORMER ADDRESS: [REDACTED]  
CITY/TOWN: Lexington STATE: MA ZIP: 02420

**PRINT AND SIGN**

PRINTED NAME: Geoffery Piva APPLICANT/EMPLOYEE SIGNATURE: [REDACTED]

**NOTARY INFORMATION**

On this August 10, 2021 before me, the undersigned notary public, personally appeared Geoffery Piva  
(name of document signer), proved to me through satisfactory evidence of identification, which were drivers license  
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for  
its stated purpose.

MELISSA K. RIPLEY  
Notary Public  
COMMONWEALTH OF MASSACHUSETTS  
My Commission Expires  
April 5, 2024

Melissa K Ripley  
NOTARY

**DIVISION USE ONLY**

REQUESTED BY: [REDACTED]  
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE

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





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

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION  
 MONETARY TRANSMITTAL FORM

**AMENDMENT-Change of Manager**

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

ECRT CODE: RETA

Please make \$200.00 payment here: [ABCC PAYMENT WEBSITE](#)

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

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

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN  STATE  ZIP CODE

For the following transactions (Check all that apply):

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

**THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL FORM ALONG WITH COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:**

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

## Melissa Ripley

---

**From:** Jackie Riddle <Jackie.Riddle@andovercountryclub.com>  
**Sent:** Tuesday, August 10, 2021 1:10 PM  
**To:** Melissa Ripley  
**Subject:** FW: Receipt from nCourt Payment for Andover CC Club House

**From:** customerservice@nCourt.com <customerservice@nCourt.com>  
**Sent:** Tuesday, August 10, 2021 1:07 PM  
**To:** Jackie Riddle <Jackie.Riddle@andovercountryclub.com>  
**Subject:** Receipt from nCourt

[YOUR RECEIPT >>](#)

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

### Paid To

**Name:** Massachusetts Alcoholic Beverages Control Commission - Retail  
**Address 1:** 95 Fourth Street, Suite 3  
**Address 2:**  
**City:** Chelsea  
**State:** Massachusetts  
**Zip:** 02150

### Payment On Behalf Of

**First Name:** Jacqueline **Last Name:** Cormier-Riddle  
**Address 1:** 60 Canterbury Street  
**Address 2:**  
**City:** Andover **State:** MA **Zip:** 01810

Description	ID	Service Fee	Amount
FILING FEES-RETAIL	00001HT0026 Andover CC Club House	\$4.70	\$200.00

**Receipt Date:** 8/10/2021 1:06:43 PM EDT  
**Invoice Number:** 5f212aa7-7a42-4f29-a74c-7207db19c86a

**Total Amount Paid:** \$204.70

### Billing Information

**First Name:** Jacqueline  
**Last Name:** Cormier-Riddle  
**Email:** [jackie.riddle@andovercountryclub.com](mailto:jackie.riddle@andovercountryclub.com)



***Town of Andover***  
**Office of the Town Clerk**

DATE	Receipt	Receipt #
08/11/2021		104169

Account #	Code	Description		#	Amount	Total
010161.4410	509	APP FEE-ACC POOL	Check 56139	1	\$ 125.00	\$ 125.00
010161.4410	509	APP FEE - ACC CLUB	Check 56139	1	\$ 125.00	\$ 125.00
				Total Check		250.00
<b>Total .....</b>						<b>\$ 250.00</b>

**Andover Country Club, Inc, d/b/a Andover Country Club**

I move to approve the application of Andover Country Club, Inc, d/b/a Andover Country Club, for a Change of Manager to their Common Victualler Seasonal- All Kinds of Alcoholic Beverages License at 62 Canterbury St, Andover, subject to the condition that all other requirements of the Town are met prior to issuance.

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

Voted \_\_\_\_\_ to \_\_\_\_\_

Elm Square Liquor Co. – Change of Ownership / Change of Stock

TOWN OF ANDOVER GENERAL LICENSE APPLICATION

TIME STAMP

APPLICANT'S D/B/A: Elm SQ LIQUOR CO.

APPLICANT NAME: KRUPAL SONI / LIQUOR BROS. LLC

APPLICANT'S ADDRESS: [REDACTED]

APPLICANT'S TEL. NUMBER: [REDACTED]

CONTACT PERSON: Arthur M. Pearlman

TELEPHONE: 508-875-1500 E-MAIL: [REDACTED]

MAILING ADDRESS: [REDACTED]

\*\*\*\*\*

TYPE OF LICENSE: LIQUOR LICENSE - New Stockholders Application

LOCATION OF LICENSE ACTIVITY: 2 Elm SQ Andover MA 01810

APPLICATION/LICENSE FEE: \$125 FID/SS # \_\_\_\_\_

DATE OF ACTIVITY N/A TIME from N/A to N/A

\*\*\*\*\*

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

Signature: [REDACTED]

\*\*\*\*\*

OFFICE USE ONLY      OFFICE USE ONLY      OFFICE USE ONLY      OFFICE USE ONLY

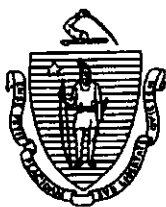
Date of log entry July 19, 2021 By: (Signature) License Board Hearing Date: \_\_\_\_\_

Prior Approval Required:	DATE SENT:	DATE APPROVED
Town Mgr: ✓	<u>8/11/21</u>	<u>8-11-21</u>
Police Dept: ✓	↓	<u>8-11-21</u>
Fire Dept: ✓	↓	<u>8-17-21</u>
Building: ✓	↓	<u>8-12-21</u>
Treasurer: ✓	↓	<u>8-25-21</u>
Add'l conditions for license: <u>Health</u> ✓	↓	

**This license requires:** (circle all that apply)

- Select Board Approval
- Business Certificate
- Letter of Clearance





The Commonwealth of Massachusetts  
 Department of Industrial Accidents  
 1 Congress Street, Suite 100  
 Boston, MA 02114-2017  
 www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses.  
 TO BE FILED WITH THE PERMITTING AUTHORITY.

**Applicant Information**

**Please Print Legibly**

Business/Organization Name: Liquor Bros. LLC

Address: 59 greenside Way

City/State/Zip: Methuen, MA 01844 Phone #: 978-828-9155

<p><b>Are you an employer? Check the appropriate box:</b></p> <p>1. <input checked="" type="checkbox"/> I am an employer with <u>1</u> employees (full and/or part-time).*</p> <p>2. <input type="checkbox"/> I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]</p> <p>3. <input type="checkbox"/> We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**</p> <p>4. <input type="checkbox"/> We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]</p>	<p><b>Business Type (required):</b></p> <p>5. <input checked="" type="checkbox"/> Retail</p> <p>6. <input type="checkbox"/> Restaurant/Bar/Eating Establishment</p> <p>7. <input type="checkbox"/> Office and/or Sales (incl. real estate, auto, etc.)</p> <p>8. <input type="checkbox"/> Non-profit</p> <p>9. <input type="checkbox"/> Entertainment</p> <p>10. <input type="checkbox"/> Manufacturing</p> <p>11. <input type="checkbox"/> Health Care</p> <p>12. <input type="checkbox"/> Other _____</p>
---	---

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

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

Insurance Company Name: Liberty mutual

Insurer's Address: 175 Berkley St

City/State/Zip: Boston, MA 02116

Policy # or Self-ins. Lic. # XWW(??)632694.38 Expiration Date: 1/22/2022

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).  
 Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

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

Signature: \_\_\_\_\_ Date: 7/24/2021

Phone #: 978-828-9155

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

City or Town: Andover Permit/License # \_\_\_\_\_

Issuing Authority (circle one):  
 1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office  
 6. Other \_\_\_\_\_

Contact Person: Austin Simko, Town Clerk Phone #: 978-623-8230



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

**APPLICATION FOR AMENDMENT**

**-Change of Officers, Stock or Ownership Interest**

**Change of Officers/ Directors/LLC Managers**     **Change of Stock Interest**

- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Officer/Directors Application
- CORI Authorization
- Vote of the Entity
- Payment Receipt
- Business Structure Documents
  - If Sole Proprietor, **Business Certificate**
  - If partnership, **Partnership Agreement**
  - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth

(e.g. New Stockholders or Transfer or Issuance of Stock)

- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Stock Application
- CORI Authorization
- Financial Statement
- Vote of the Entity
- Purchase & Sale Agreement
- Supporting Financial Records
- Advertisement
- Payment Receipt
- Business Structure Documents
  - If Sole Proprietor, **Business Certificate**
  - If partnership, **Partnership Agreement**
  - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth

**Change of Ownership Interest**

(e.g. LLC Members, LLP Partners, Trustees etc.)

- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Stock Application
- CORI Authorization
- Financial Statement
- Vote of the Entity
- Purchase & Sale Agreement
- Supporting Financial Records
- Advertisement
- Payment Receipt
- Business Structure Documents
  - If Sole Proprietor, **Business Certificate**
  - If partnership, **Partnership Agreement**
  - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth

**Non-Profit Club Change of Officers/ Directors**

- 
- DOR Certificate of Good Standing
  - DUA Certificate of Compliance
  - Change of Officer/Directors Application
  - Vote of the club signed by an approved officer
  - Payment Receipt
  - Business Structure Documents -**Articles of Organization** from the Secretary of the Commonwealth

**Management Agreement**

- 
- DOR Certificate of Good Standing
  - DUA Certificate of Compliance
  - Management Agreement
  - Vote of Entity
  - Payment Receipt

*\*If abutter notification and advertisement are required for transaction, please see the local licensing authority.*

**1. BUSINESS ENTITY INFORMATION**

Entity Name	Municipality	ABCC License Number
Liquor Bros, LLC	Andover	[REDACTED]

Please provide a narrative overview of the transaction(s) being applied for. Attach additional pages, if necessary.

Hitesh R. Khambhati is removing himself from Liquor Bros, LLC and is transferring his ownership interest to his son, Parshwa H. Khambhati prior to Liquor Bros, LLC commencing to do business and before it has any value.

**APPLICATION CONTACT**

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

Name	Title	Email	Phone
Arthur M. Pearlman	Attorney	ampesq8@gmail.com	508-875-1500

# APPLICATION FOR AMENDMENT-Change of Officers, Stock or Ownership Interest

## 2. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

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

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

Name of Principal	Residential Address	SSN	DOB
<b>Parshwa H. Khambhati</b>	59 Greenside Way, Methuen, MA 01844	[REDACTED]	[REDACTED]

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Member	50%	<input type="radio"/> Yes <input checked="" type="radio"/> No	[REDACTED]	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<b>Krupal Soni</b>	161 Flower Lane, Unit 14, Dracut, MA 01826	[REDACTED]	[REDACTED]

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Manager/Member	50%	<input checked="" type="radio"/> Yes <input type="radio"/> No	[REDACTED]	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB

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

Name of Principal	Residential Address	SSN	DOB

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

Name of Principal	Residential Address	SSN	DOB

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

Name of Principal	Residential Address	SSN	DOB

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

Additional pages attached?  Yes  No

**CRIMINAL HISTORY**  
 Has any individual listed in question 2, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.  Yes  No

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

## APPLICATION FOR AMENDMENT-Change of Officers, Stock or Ownership Interest

### **3. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST**

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

Name of Principal	Title/Position	Percentage of Ownership
Krupal Soni	Manager/Member	50%
Name of Principal	Title/Position	Percentage of Ownership
Hitesh R. Khambhati	Member	50%
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership

### **4. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE**

Does any individual or entity identified in question 2, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes  No  If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

### **5. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE**

Has any individual or entity identified in question 2, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes  No  If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

### **6. DISCLOSURE OF LICENSE DISCIPLINARY ACTION**

Have any of the disclosed licenses listed in question 4 or 5 ever been suspended, revoked or cancelled? Yes  No  If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

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

## 7. FINANCIAL DISCLOSURE

Associated Cost(s): (E.g. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):”

Associated Cost(s): None - This is a transfer of ownership from Hitesh R. Khambhati, who is disassociating himself from Liquor Bros, LLC, to his son, Parshwa H. Khambhati, prior to Liquor Bros, LLC commencing to do business. There is no value in the business and the only consideration is the father's love and affection for his son.

### SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
N/A	
<b>Total</b>	<b>N/A</b>

### SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
N/A		N/A	<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

### FINANCIAL INFORMATION

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

There is no funding for this transfer of ownership, as Liquor Bros, LLC has not yet commenced to do business and this is a transfer from father to son with the consideration being love and affection and not monetary.



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

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION  
 MONETARY TRANSMITTAL FORM**

**APPLICATION FOR AMENDMENT-Change of Officers, Stock or Ownership Interest**

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

ECRT CODE: RETA

Please make \$200.00 payment here: ABCC PAYMENT WEBSITE

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

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

ENTITY/ LICENSEE NAME Liquor Bros, LLC d/b/a Elm Sq. Liquors Co.

ADDRESS 2 Elm Square, Suite 103

CITY/TOWN Andover

STATE MA

ZIP CODE 01810

For the following transactions (Check all that apply):

- |  |  |  |   |
|--|--|--|---|
| <input type="checkbox"/> New License                                   | <input type="checkbox"/> Change of Location  | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal)  | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License                           | <input type="checkbox"/> Alteration of Licensed Premises   | <input type="checkbox"/> Change of License Type (i.e. club / restaurant)   | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock)    |
| <input type="checkbox"/> Change of Manager                             | <input type="checkbox"/> Change Corporate Name   | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt)  | <input type="checkbox"/> Management/Operating Agreement               |
| <input type="checkbox"/> Change of Officers/<br>Directors/LLC Managers | <input checked="" type="checkbox"/> Change of Ownership Interest<br>(LLC Members/ LLP Partners,<br>Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder  | <input type="checkbox"/> Change of Hours                              |
|  |  | <input type="checkbox"/> Other <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span> | <input type="checkbox"/> Change of DBA                                |

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL FORM ALONG WITH COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

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

# Payment Confirmation

## YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

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



**Transaction Processed Successfully.**

**INVOICE #:** [REDACTED]

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	Liquor Bros LLC	\$200.00
		<b>\$200.00</b>

**Total Convenience Fee: \$4.70**

**Date Paid: 7/15/2021 11:03:53 AM EDT**

**Total Amount Paid: \$204.70**

**Payment On Behalf Of**

**License Number or Business Name:**  
Liquor Bros, LLC

**Fee Type:**  
FILING FEES-RETAIL

**Billing Information**

**First Name:**  
Arthur

**Last Name:**  
Pearlman

[REDACTED]



Arthur Pearlman <ampesq8@gmail.com>

**Receipt from nCourt**

1 message

customerservice@ncourt.com <customerservice@ncourt.com>  
To: ampesq8@gmail.com

Thu, Jul 15, 2021 at 11:03 AM

YOUR RECEIPT >>

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

Paid To

Name: Massachusetts Alcoholic Beverages Control Commission - Retail  
 Address 1: 95 Fourth Street, Suite 3  
 Address 2:  
 City: Chelsea  
 State: Massachusetts  
 Zip: 02150

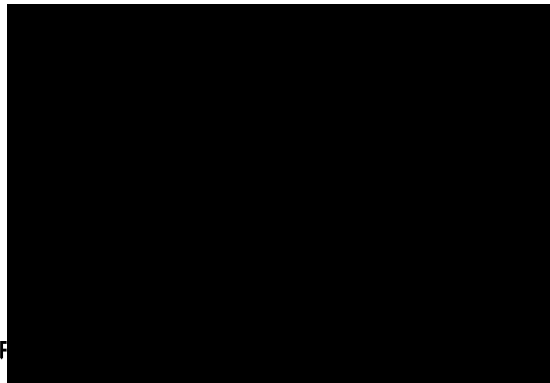
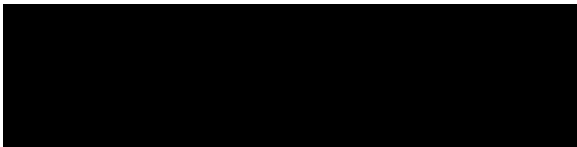
Payment On Behalf Of



Description	ID	Service Fee	Amount
FILING FEES-RETAIL	Liquor Bros LLC	\$4.70	\$200.00

**Receipt Date:** 7/15/2021 11:03:53 AM EDT  
**Invoice Number:** b00beefe-f7c9-4859-9fa8-cb3f983b8551

**Total Amount Paid:\$204.70**

<p>Billing Information</p> 	<p>Credit / Debit Card Information</p> 
--	---

IMPORTANT INFORMATION >>



**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$100.00

Secretary of the Commonwealth, Corporations Division  
 One Ashburton Place, 17th floor  
 Boston, MA 02108-1512  
 Telephone: (617) 727-9640

**Restated Certificate of Organization**

(General Laws, Chapter )

Identification Number: [REDACTED]

The date of filing of the original certificate of organization: 4/21/2020

1. The exact name of the limited liability company is: LIQUOR BROS. LLC  
 and if changed, the name under which it was originally organized:

2a. Location of its principal office:

No. and Street: 161 FLOWER LANE, UNIT 14  
 City or Town: DRACUT State: MA Zip: 01826 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street: 161 FLOWER LANE  
UNIT 14  
 City or Town: DRACUT State: MA Zip: 01826 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:  
RETAIL SERVICE

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: KRUPAL SONI  
 No. and Street: 161 FLOWER LANE, UNIT 14  
 City or Town: DRACUT State: MA Zip: 01826 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	KRUPAL SONI	161 FLOWER LANE, UNIT 14 DRACUT, MA 01826 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	KRUPAL SONI	161 FLOWER LANE, UNIT 14 DRACUT, MA 01826 USA

9. Additional matters:

10. Describe any amendments to be effected by the restated certificate, and if none, include a statement to that affect:

#8 - REMOVED HITESH KHAMBHATI AS A PERSON AUTHORIZED TO EXECUTE RECORDABLE INSTRUMENTS.

11. The restated certificate shall be effective when filed unless a later effective date is specified: 6/2/2021

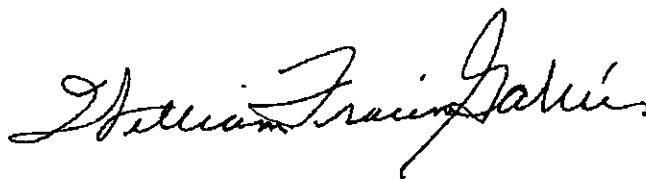
**SIGNED UNDER THE PENALTIES OF PERJURY, this 1 Day of June, 2021,  
KRUPAL SONI , Signature of Applicant.**

THE COMMONWEALTH OF MASSACHUSETTS

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

deemed to have been filed with me on:

June 01, 2021 09:54 AM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large initial "W" and "G".

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

**CORPORATE VOTE**

The Board of Directors or LLC Managers of  Entity Name

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

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on  Date of Meeting

For the following transactions (Check all that apply):

- Change of Officers/Directors/LLC Manager
- Change of Ownership Interest (LLC Members, LLP Partners, Trustees)
- Issuance/Transfer of Stock/New Stockholder
- Management/Operating Agreement
- Other

"VOTED: To authorize  Name of Person

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

A true copy attest,

  
Corporate Officer /LLC Manager Signature

KRUPAL SONI  
(Print Name)

For Corporations ONLY

A true copy attest,

\_\_\_\_\_  
Corporation Clerk's Signature

\_\_\_\_\_  
(Print Name)

TRANSFER OF OWNERSHIP/  
BILL OF SALE

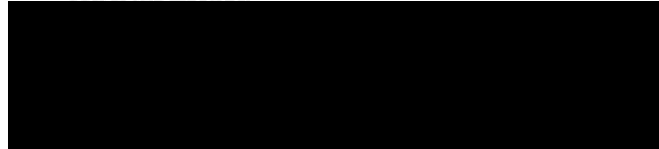
KNOW ALL MEN BY THESE PRESENTS THAT Hitesh R. Khambhati (50% interest) (hereinafter referred to as the "Transferor"), for good and valuable consideration, which is the love and affection of his son Parshwa H. Khambhati, (hereinafter referred to as the "Transferee"), does hereby transfer and deliver unto the Transferee, his successors and assigns, all of Transferor's rights, title to and interest in his 50% interest in Liquor Bros, LLC.

TO HAVE AND TO HOLD the same unto the Transferee, his successors and assigns, forever.

The Transferor hereby warrants that he is the lawful owner of this interest, that this interest represents 50% ownership of Liquor Bros, LLC, that he has good and marketable title to this interest and that Transferor will warrant and defend such title forever against all claims and demands whatsoever.

IN WITNESS WHEREOF, the Transferor has caused this instrument to be executed as of the 1<sup>st</sup> day of March, 2021.

TRANSFEROR:

A large black rectangular redaction box covering the signature of the transferor.

Hitesh R. Khambhati



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

**JEAN M. LORIZIO, ESQ.  
CHAIRMAN**

**CORI REQUEST FORM**

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

**ABCC LICENSE INFORMATION**

<b>ABCC NUMBER:</b> <small>(IF EXISTING LICENSEE)</small>	[REDACTED]	<b>LICENSEE NAME:</b>	Liquor Bros, LLC	<b>CITY/TOWN:</b>	Andover
--	------------	-----------------------	------------------	-------------------	---------

**APPLICANT INFORMATION**

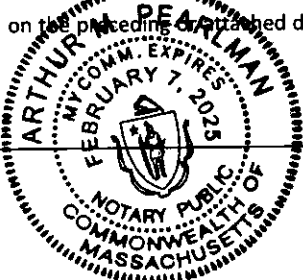
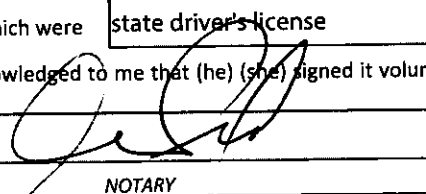
<b>LAST NAME:</b>	Khambhati	<b>FIRST NAME:</b>	Parshwa	<b>MIDDLE NAME:</b>	H
<b>MAIDEN NAME OR ALIAS (IF APPLICABLE):</b>	N/A	<b>PLACE OF BIRTH:</b>	India		
<b>DATE OF BIRTH:</b>	[REDACTED]	<b>SSN:</b>	[REDACTED]	<b>ID THEFT INDEX PIN (IF APPLICABLE):</b>	N/A
<b>MOTHER'S MAIDEN NAME:</b>	Soni	<b>DRIVER'S LICENSE #:</b>	[REDACTED]	<b>STATE LIC. ISSUED:</b>	Massachusetts
<b>GENDER:</b>	MALE	<b>HEIGHT:</b>	[REDACTED]	<b>WEIGHT:</b>	[REDACTED]
<b>EYE COLOR:</b>	[REDACTED]				
<b>CURRENT ADDRESS:</b>	59 Greenside Way				
<b>CITY/TOWN:</b>	Methuen	<b>STATE:</b>	MA	<b>ZIP:</b>	01844
<b>FORMER ADDRESS:</b>	41 Greenside Way				
<b>CITY/TOWN:</b>	Methuen	<b>STATE:</b>	MA	<b>ZIP:</b>	01844

**PRINT AND SIGN**

<b>PRINTED NAME:</b>	Parshwa H. Khambhati	<b>APPLICANT/EMPLOYEE SIGNATURE:</b>	[REDACTED]
----------------------	----------------------	--------------------------------------	------------

**NOTARY INFORMATION**

On this 17<sup>th</sup> day of July, 2021 before me, the undersigned notary public, personally appeared Parshwa H. Khambhati (name of document signer), proved to me through satisfactory evidence of identification, which were state driver's license to be the person whose name is signed on the preceding attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.


  
  
 NOTARY

**DIVISION USE ONLY**

<b>REQUESTED BY:</b>	[REDACTED]
	<small>SIGNATURE OF CORI-AUTHORIZED EMPLOYEE</small>

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



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

JEAN M. LORIZIO, ESQ.  
CHAIRMAN

**CORI REQUEST FORM**

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

**ABCC LICENSE INFORMATION**

ABCC NUMBER: [REDACTED] LICENSEE NAME: Liquor Bros, LLC CITY/TOWN: Andover  
(IF EXISTING LICENSEE)

**APPLICANT INFORMATION**

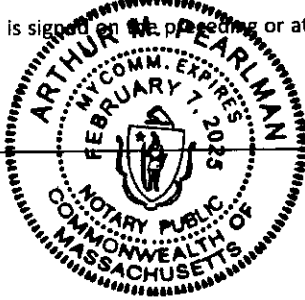
LAST NAME: Soni FIRST NAME: Krupal MIDDLE NAME: Milin  
MAIDEN NAME OR ALIAS (IF APPLICABLE): N/A PLACE OF BIRTH: India  
DATE OF BIRTH: [REDACTED] SSN: [REDACTED] ID THEFT INDEX PIN (IF APPLICABLE): N/A  
MOTHER'S MAIDEN NAME: Patel DRIVER'S LICENSE #: [REDACTED] STATE LIC. ISSUED: Massachusetts   
GENDER: MALE  HEIGHT: [REDACTED] WEIGHT: [REDACTED] EYE COLOR: Black  
CURRENT ADDRESS: 161 Flower Lane, Unit 14  
CITY/TOWN: Dracut STATE: MA ZIP: 01826  
FORMER ADDRESS: 103 Madison Way  
CITY/TOWN: Downingtown STATE: PA ZIP: 19335

**PRINT AND SIGN**

PRINTED NAME: Krupal Soni APPLICANT/EMPLOYEE SIGNATURE: [REDACTED]

**NOTARY INFORMATION**

On this 17<sup>th</sup> day of July, 2021 before me, the undersigned notary public, personally appeared Krupal Soni  
(name of document signer), proved to me through satisfactory evidence of identification, which were a state driver's license  
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.  
[REDACTED SIGNATURE] NOTARY



**DIVISION USE ONLY**

REQUESTED BY: [REDACTED]  
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE  
The DCJ Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJ. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCJ via mail or by fax to (617) 660-4614.



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

mass.gov/dor

Letter ID: L2025435328  
Notice Date: June 29, 2021  
Case ID: 0-001-222-941



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



LIQUOR BROS LLC  
161 FLOWER LN APT 14  
DRACUT MA 01826-4670

000013

### *Why did I receive this notice?*

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

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

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

### *What if I have questions?*

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

### *Visit us online!*

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

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

Edward W. Coyle, Jr., Chief  
Collections Bureau



THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Charles D. Baker  
GOVERNOR

Karyn E. Polito  
LT. GOVERNOR



358587187

Rosalin Acosta  
SECRETARY

Richard A. Jeffers  
DIRECTOR

LIQUOR BROS LLC  
2 ELM SQUARE  
ANDOVER, MA 01810

EAN: 22200602  
July 07, 2021

Certificate Id:49319

The Department of Unemployment Assistance certifies that as of 7/7/2021 ,LIQUOR BROS LLC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Richard A. Jeffers, Director

Department of Unemployment Assistance

Submitted 7/27/21



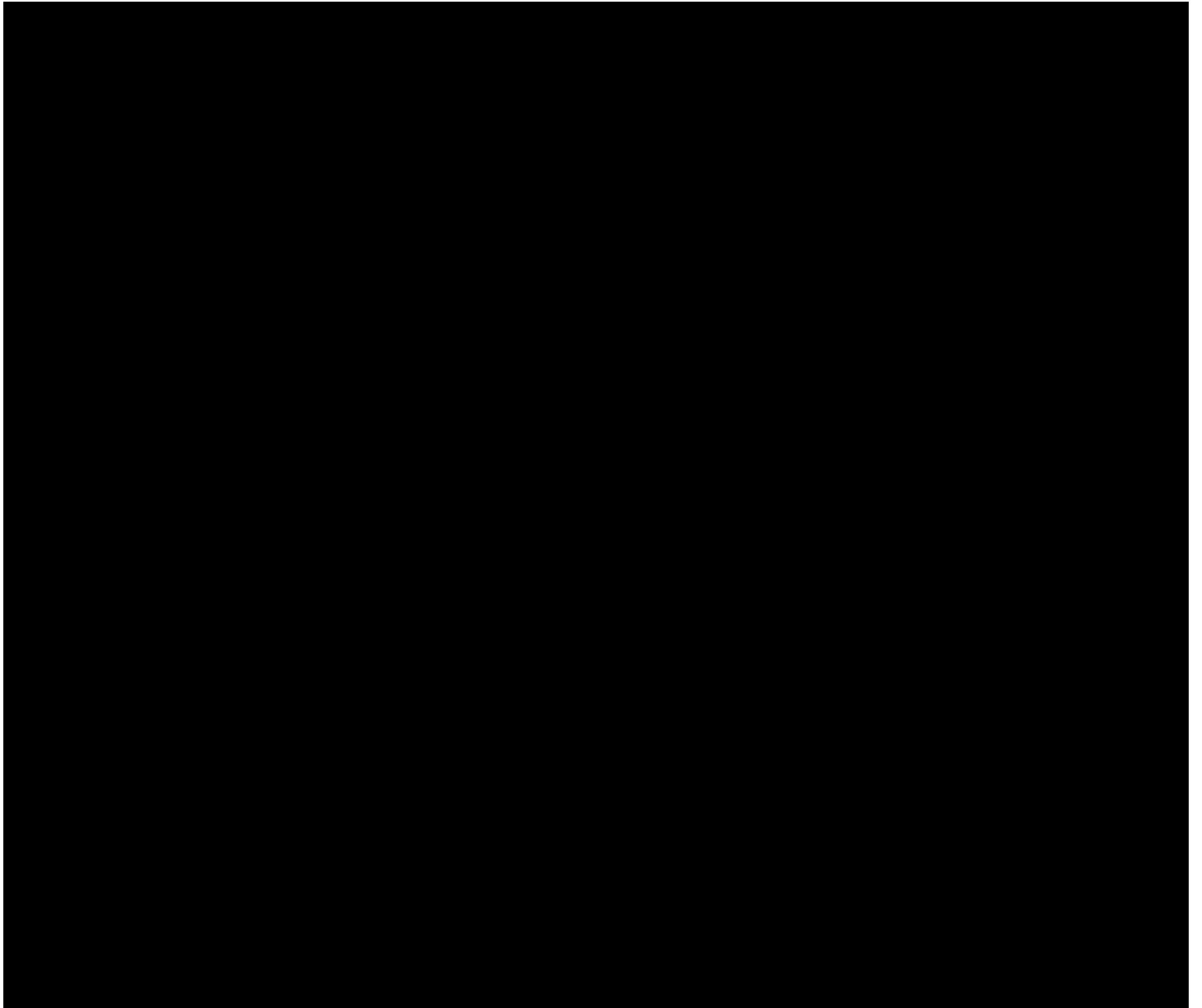
# TOWN OF ANDOVER

## TOWN CLERK'S OFFICE

36 Bartlet Street  
Andover, MA 01810  
978-623-8230  
[www.andoverma.gov](http://www.andoverma.gov)

### SUBJECT INFORMATION:

<u>KHAMTCHATI</u>	<u>PARSHWA</u>	<u>Hitesh</u>	
Last Name	First Name	Middle Name	Suffix



VERIFIED BY:

Melissa K. Ripley

Name of Verifying Employee (Please Print)

Melissa K. Ripley

Signature of Verifying Employee



The Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission

For Reconsideration

LICENSING AUTHORITY CERTIFICATION

ANDOVER

City/Town

ABCC License Number

TRANSACTION TYPE (Please check all relevant transactions):

The license applicant petitions the Licensing Authorities to approve the following transactions:

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

APPLICANT INFORMATION

Name of Licensee: Liquor Bros, LLC DBA: Elm Sq Liquors Co.

Street Address: 2 Elm Square, Suite 103 Zip Code: 01810

Manager: Krupal Soni

Granted under Special Legislation? Yes  No

If Yes, Chapter \_\_\_\_\_ of the Acts of (year) \_\_\_\_\_

Type: 15 Package Store Class: Annual Category: All Alcoholic Beverages

(i.e. restaurant, package store) (Annual or Seasonal) (i.e. Wines and Malts / All Alcohol)

DESCRIPTION OF PREMISES Complete description of the licensed premises

One floor (1,093 sq. ft.) with front entrance/exit facing the street and a second exit at a left rear, a small office at the rear and a small stock room at the right rear.

LOCAL LICENSING AUTHORITY INFORMATION

Application filed with the LLA: Date \_\_\_\_\_ Time \_\_\_\_\_

Advertised Yes  No  Date Published \_\_\_\_\_ Publication Andover Townsman

Abutters Notified: Yes  No  Date of Notice \_\_\_\_\_

Date APPROVED by LLA \_\_\_\_\_ Decision of the LLA

Additional remarks or conditions (E.g. Days and hours) \_\_\_\_\_

For Transfers ONLY:  
Seller License Number: \_\_\_\_\_ Seller Name: \_\_\_\_\_

Alcoholic Beverages Control Commission  
Ralph Sacramone  
Executive Director

The Local Licensing Authorities By:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Melissa Ripley**

**From:** iCORI <iCORI.submission@chs.state.ma.us>  
**Sent:** Tuesday, July 27, 2021 12:26 PM  
**To:** Melissa Ripley  
**Subject:** iCORI Order Summary



**iCORI Order Receipt**

Your request for Massachusetts Criminal Offender Record Information (CORI) for the subject(s) below has been received.

To view the status of your CORI requests, please log in to iCORI and select the View CORI Results tab.

The DCJIS will never ask for your password or other confidential information via email.

Please do not respond directly to this email message. If you have any questions regarding this message, please e-mail us at [iCORI.INFO@state.ma.us](mailto:iCORI.INFO@state.ma.us), or call the Constituent Assistance and Research Unit at 617-660-4640 between 8:00 AM and 6:00 PM Eastern Time, Monday - Friday.

**Order Summary**

Order Number: [REDACTED]  
Submission Date/Time: 07/27/2021, 12:25  
Org. Id: [REDACTED]  
Username: MRipley\_

Row	Request ID	Name	Date of Birth	SSN
1	[REDACTED]	Khambhati, Parshwa H	[REDACTED]	[REDACTED]
2	[REDACTED]	Soni, Krupal M	[REDACTED]	[REDACTED]

**Town of Andover**  
**Office of the Town Clerk**

RECEIVED  
TOWN CLERK'S OFFICE

2021 JUL 30 PM 1:07

TOWN OF ANDOVER, MASS

Receipt	
07/30/2021	104128

Account #	Code	Description	#	Amount	Total
010161.4410	509	APP FEE - ELM SQ LIC	1	\$ 125.00	\$ 125.00
			Total Check		125.00
<b>Total .....</b>				<b>\$ 125.00</b>	

## **Liquor Bros, LLC, d/b/a Elm Square Liquors Co**

I move to approve the application of Liquor Bros, LLC, d/b/a Elm Square Liquors Co, for a Change of Ownership Interest to their Retail Package Goods Store - All Kinds of Alcoholic Beverages License at 2 Elm Sq., Andover, subject to the condition that all other requirements of the Town are met prior to issuance.

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

Voted \_\_\_\_\_ to \_\_\_\_\_

Common Victualler License – Peking Garden

**TOWN OF ANDOVER GENERAL LICENSE APPLICATION**

RECEIVED  
TOWN CLERK'S OFFICE  
TIME STAMP

APPLICANT'S D/B/A: SANDY Kiu

APPLICANT NAME: Peking Garden of Andover

2021 AUG -3 PM 1:22

APPLICANT'S ADDRESS: 36 Park St

TOWN OF ANDOVER, MASS

Andover MA 01810

APPLICANT'S TEL. NUMBER: [REDACTED]

CONTACT PERSON: Sandy Kiu

TELEPHONE: 978-749-9922 E-MAIL: Pandykiu617@gmail.com

MAILING ADDRESS: 36 Park St Andover MA 01810

\*\*\*\*\*

TYPE OF LICENSE: COMMON VICTUALLER

LOCATION OF LICENSE ACTIVITY: 36 Park St. Andover

APPLICATION/LICENSE FEE: \$75 FID/SS # [REDACTED]

\*\*\*\*\*

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

Signature: See 2nd page

\*\*\*\*\*

<b>OFFICE USE ONLY</b>	<b>OFFICE USE ONLY</b>	<b>OFFICE USE ONLY</b>	<b>OFFICE USE ONLY</b>
Date of log entry <u>8/3/21</u>	By: <u>ML</u>	License Board Hearing Date: _____	

<b>Prior Approval Required:</b>	<b>DATE SENT:</b>	<b>DATE APPROVED</b>
✓ Town Mgr: ✓ <u>8/9/21</u>	_____	_____
✓ Police Dept: ✓	_____	<u>8/10</u>
✓ Fire Dept: ✓	_____	<u>8/10</u>
✓ Health Dept: ✓	_____	<u>8/10</u>
✓ Treasurer: ✓	_____	<u>8/10</u>
✓ Building: ✓	_____	<u>8/10</u>

Add'l conditions for license: \_\_\_\_\_

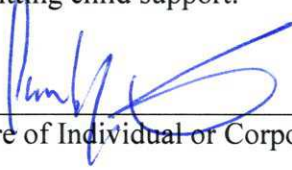
**This license requires:** (circle all that apply)

- Select Board Approval
- Business Certificate
- Letter of Clearance

**TAX FORM**

APPLICANT NAME: Peking Garden of Andover

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



\_\_\_\_\_  
Signature of Individual or Corporate Name (Mandatory)

\_\_\_\_\_  
By: Corporate Officer (if corporation)

\_\_\_\_\_  
Social Security# (if individual)

043184692

\_\_\_\_\_  
Federal Identification Number (FID# if Corporation or Non Profit#)

*This license will not be issued unless the certification clause is signed by the applicant.*

*Your Social Security or FID number will be furnished to the Massachusetts Department of Revenue to determine if you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. General Laws C. 62c s.49A.*



The Commonwealth of Massachusetts  
 Department of Industrial Accidents  
 1 Congress Street, Suite 100  
 Boston, MA 02114-2017  
 www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses.  
 TO BE FILED WITH THE PERMITTING AUTHORITY.

**Applicant Information**

Please Print Legibly

Business/Organization Name: Peking Garden of Andover

Address: 36 Park St

City/State/Zip: Andover MA 01810 Phone: [REDACTED] / 978-749-9922

**Are you an employer? Check the appropriate box:**

- 1.  I am an employer with 14 employees (full and/or part-time).\*
- 2.  I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
- 3.  We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]\*\*
- 4.  We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

**Business Type (required):**

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

\*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

\*\*If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

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

Insurance Company Name: Market

Insurer's Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Policy # or Self-ins. Lic. # [REDACTED] Expiration Date: 12-8-21

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

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

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

Signature: [Signature] Date: 1-19-21

Phone #: [REDACTED]

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

City or Town: Andover Permit/License # \_\_\_\_\_

**Issuing Authority (circle one):**

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

Contact Person: Austin Simko, Town Clerk Phone #: 978-623-8230



# TOWN OF ANDOVER

## Town Clerk's Office

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

July 28, 2021

Peking Garden of Andover, Inc  
36 Park Street  
Andover, MA 01810

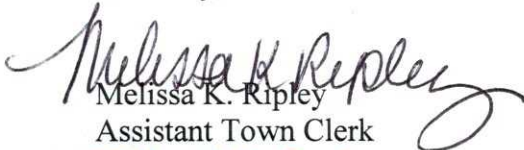
Dear Sandy Kiu:

Per a memo to you dated April 12, 2021 from Dawne Warren, you needed to reapply for your Common Victullar License. In order for the Board of Selectmen to license your establishment for a Common Victualler in the Town of Andover, you must fill out the attached forms and provide a new form of payment (the old check is back dated and can't be deposited).

Please complete the enclosed forms and return to me, no later than August 16th. Please note, Common Victullar renewals are being sent out in October. In addition to this new license, you will need to renew the license at that time. The forms may be sent to the Town Clerk's Office, 36 Bartlet Street, Andover, MA 01810.

If you have any questions, you may call me at 978-623-8230.

Sincerely,

  
Melissa K. Ripley  
Assistant Town Clerk

[Melissa.ripley@andoverma.us](mailto:Melissa.ripley@andoverma.us)



**Town of Andover**  
Town Clerk's Office, 36 Bartlet Street  
Andover, Massachusetts 01810

RECEIVED  
TOWN CLERK'S OFFICE

2021 JUN 25 PM 2:46

TO: Common Victualler License Holder

FROM: Dawne Warren, Assistant Town Clerk

RE: Overdue Licenses and  
Requirement of all parties seeking licenses under M.G.L. c. 152

DATE: April 12, 2021

---

TOWN OF ANDOVER, MASS

Please be advised that you are overdue in renewing your license for 2021.

Notices for renewal were mailed out the end of September 2020 and were due on November 15, 2020.

We have forwarded this information to the Board of Health on your behalf.

You have failed to respond by March 30, 2021, deadline and will have to reapply to the Select Board.

If you have any questions, please call Dawne Warren, Assistant Town Clerk at (978) 623-8232.

enclosures

G:\LICENSE\COMMON VICT\first late memo.doc

## **Peking Garden of Andover**

I move to approve the application of Peking Garden of Andover, for a Common Victualler License at 36 Park St, Andover, subject to the condition that all other requirements of the Town are met prior to issuance.

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

Voted \_\_\_\_\_ to \_\_\_\_\_

Vehicle for Hire License – Amrani Chauffeurs Corp

**TOWN OF ANDOVER GENERAL LICENSE APPLICATION**

RECEIVED  
TOWN CLERK'S OFFICE  
TIME STAMP

APPLICANT'S D/B/A: Amrani Chauffeurs Corp.

APPLICANT NAME: Abdelkadus Amrani Hanclui

JUN 29 PM 3:53

APPLICANT'S ADDRESS: 200 Woodview way  
Andover, MA 01810



PLER. MASS

APPLICANT'S TEL. NUMBER: 978 470-8215

CONTACT PERSON: Abdel Amrani

TELEPHONE: [REDACTED] E-MAIL: [REDACTED]

MAILING ADDRESS: Same

\*\*\*\*\*

TYPE OF LICENSE: Vehicle for Hire

Circle one  
RENEWAL -or- NEW

LOCATION OF LICENSE ACTIVITY: Andover, MA

APPLICATION/LICENSE FEE: \$100.00 FID/SS # [REDACTED]

\*\*\*\*\*

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

Signature: [Signature]

\*\*\*\*\*

OFFICE USE ONLY      OFFICE USE ONLY      OFFICE USE ONLY      OFFICE USE ONLY

Date of log entry 6/29/21 By: MAL License Board Hearing Date: \_\_\_\_\_

**Prior Approval Required:**

Town Mgr:  
Police Dept:  
Building:  
Treasurer:  
Fire Dept

**DATE SENT:**  
7-20-21  
✓  
✓  
✓  
✓

**DATE APPROVED**  
7/27/21  
7/29/21  
✓ 7-20-21  
8/12/21

Add'l conditions for license: \_\_\_\_\_

This license requires: (circle all that apply)

Select Board Approval

Business Certificate

Letter of Clearance



# TOWN OF ANDOVER

## MASSACHUSETTS

RECEIVED  
TOWN CLERK'S OFFICE

APPLICATION FOR NEW  
PUBLIC VEHICLE FOR HIRE

2021 JUN 29 PM 3:53

TOWN OF ANDOVER, MASS

Application Fee: \$100

Vehicle Fee: \$50.00

Date 06 25 2021 License Type: TAXI \_\_\_\_\_ LIVERY

Company Name: Amrani Chauffeurs Corp

FID # / S.S. # [REDACTED]

Company Address 200 Woodview way Apt 2325

Name of Applicant Abdelkader Amrani Address [REDACTED]

Address: 200 Woodview way [REDACTED]

If Corporation List: President: Abdelkader Amrani Address 200 Woodview way Andover MA

Treasurer: Mahmoud Amrani-Har Address 200 Woodview way Andover MA

Officers: Younes Amrani-Har Address \_\_\_\_\_

Make of Vehicle 2014 Toyota Type of Vehicle Toyota

Year 2014 V.I.N. # \_\_\_\_\_

Vehicle Owner Amrani Chauffeurs Address 200 Woodview way

Mass. State Registration # LV 99148 Apt 2325 Andover MA

★Signature of Applicant [Signature]

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

**Andover Police Dept:** The above vehicle has been inspected by the Andover Police Department and is acceptable as a (circle one) Taxi Livery vehicle.

Comments: \_\_\_\_\_

Signed: SGT. [Signature] (STEVEN GERROIR) Date 7/27/21  
Andover Police Department

Date of Select Board's Meeting: Aug 2, 2021 Business Certificate received: \_\_\_\_\_

RECEIVED  
TOWN CLERK'S OFFICE

2021 JUN 29 PM 3:58

TOWN OF ANDOVER, MASS

**TAX FORM**

APPLICANT NAME: Abdelkader Amrani Haouli

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

*[Handwritten Signature]*

Signature of Individual or Corporate Name (Mandatory)

By: Abdelkader Amrani Haouli  
Corporate Officer (if corporation)

Social Security# (if individual)



Federal Identification Number (FID# if Corporation or Non Profit#)

*This license will not be issued unless the certification clause is signed by the applicant.*

*Your Social Security or FID number will be furnished to the Massachusetts Department of Revenue to determine if you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. General Laws C. 62c s.49A.*



**CERTIFICATE OF REGISTRATION**  
M.G.L. Chapter 90 Section 24B makes it a crime to alter this Certificate  
MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

EXTERNAL CODE <b>LVN</b>		REGISTRATION TYPE <b>Livery Normal</b>		PLATE NUMBER <b>LV99148</b>		EFFECTIVE DATE <b>15-Jun-2021</b>		TITLE NUMBER <b>EXPIRES ON 31-Aug-2022</b>	
MODEL YEAR <b>2014</b>	MAKE <b>TOYT</b>	MODEL <b>AVALON</b>	MODEL NUMBER	BODY STYLE <b>SEDAN</b>	COLOR <b>BLACK</b>	VEHICLE IDENTIFICATION NUMBER [REDACTED]			
RESIDENTIAL ADDRESS (IF DIFFERENT THAN MAILING)						TOTAL REGISTERED WEIGHT FOR A COMMERCIAL VEHICLE OR TRAILER			
GARAGE ADDRESS <b>200 WOODVIEW WAY APT 2329 ANDOVER MA 01810-4596</b>						US DOT NUMBER FOR COMMERCIAL VEHICLE			
NAME(S) OF OWNER(S) AND MAILING ADDRESS <b>AMRANI CHAUFFEURS CORPORATION 200 WOODVIEW WAY [REDACTED] ANDOVER MA 01810-4596</b>						INSURANCE COMPANY <b>UNITED FINANCIAL CASUALTY COMPANY</b>			
						MAXIMUM SEATING CAPACITY FOR VEHICLES FOR HIRE <b>5</b>			
LESSEE/IN CUSTODY OF						<i>James Jenks</i> Registrar of Motor Vehicles			
SPECIAL MESSAGE <b>If this vehicle is newly acquired, it must be inspected within 7 days of registration.</b>						CHANGE OF ADDRESS <input type="checkbox"/> RESIDENTIAL <input type="checkbox"/> MAILING <input type="checkbox"/> GARAGE			

**Important information for vehicle owners**

- **Certificate of Registration:** Every person operating a motor vehicle shall have the Certificate of Registration for the motor vehicle and/or trailer, in the vehicle, in some easily accessible place. The records of the RMV constitute the official status of the vehicle registration.
- **Change of Address:** By law, you must report any change of address to the RMV within 30 days. Visit [mass.gov/rmv](http://mass.gov/rmv) to change your address. Once you have reported the address change to the RMV, please write corrected address in box provided above.
- **No Insurance Card Required:** Massachusetts law does not require an insurance card. M.G.L. Chapter 90, Section 34, and Chapter 175, Section 113A, requires the vehicle's owner to maintain a compulsory motor vehicle liability insurance policy or bond for bodily injury coverage and property damage insurance. The insurer is required by law to electronically notify the Registry of Motor Vehicles if coverage lapses. The vehicle owner is then notified by the RMV to obtain new insurance within 10 days or the registration will be revoked. Bonds are filed with the State Treasurer's Office.
- **Transferring Your Plates:** Massachusetts General Law (M.G.L. Chapter 90, Section 2) allows you to transfer valid registration plates from this vehicle to a newly acquired new or used motor vehicle or trailer while you obtain insurance and a new registration. See the Transferring a Registration Section on the RMV's website at [mass.gov/rmv](http://mass.gov/rmv) for more information.
- **Cancel the registration plates if:**
  - The vehicle has been sold or junked and the registration is not going to be transferred to another vehicle.
  - You move to another state and you register the vehicle in that state.
  - The insurance policy is not renewed or is cancelled and there is no plan to obtain a new policy.

Skip the Line, Go Online! Visit [Mass.Gov/RMV](http://Mass.Gov/RMV) for list of available transactions.

# Certificate of Insurance

**Certificate Holder**

Additional Insured  
TOWN OF ANDOVER  
36 BARTLET ST  
ANDOVER, MA 01810

**Insured**

AMRANI CHAUFFEURS CORP  
200 WOODVIEW WAY [REDACTED]  
ANDOVER, MA 01810

**Agent/Surplus Lines Broker**

PROG COMMERCIAL  
PO BOX 94739  
CLEVELAND, OH 44101

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Jul 23, 2021

Policy Expiration Date: Jul 23, 2022

**Insurance coverage(s)**
**Limits**

Compulsory BI/PD Liability	\$20,000/\$40,000/\$5,000
Optional BI/PD Liability	\$1,000,000 Combined Single Limit
Uninsured Motorist Bodily Injury	\$20,000/\$40,000
Underinsured Motorist Bodily Injury	\$20,000/\$40,000
Personal Injury Protection	\$0 ded Named Insured only

**Description of Location/Vehicles/Special Items**
**Scheduled autos only**

2014 TOYOTA AVALON 4T1BK1E89EU135329	
Comprehensive	\$1,000 Ded /Glass
Collision	\$1,000 Ded

## Melissa Ripley

---

**From:** iCORI <iCORIsubmission@chs.state.ma.us>  
**Sent:** Tuesday, July 20, 2021 11:29 AM  
**To:** Melissa Ripley  
**Subject:** iCORI Order Summary

### iCORI

Commonwealth of Massachusetts  
Department of Criminal Justice Information Services

#### iCORI Order Receipt

Your request for Massachusetts Criminal Offender Record Information (CORI) for the subject(s) below has been received.

To view the status of your CORI requests, please log in to iCORI and select the View CORI Results tab.

The DCJIS will never ask for your password or other confidential information via email.

Please do not respond directly to this email message. If you have any questions regarding this message, please e-mail us at [iCORI.INFO@state.ma.us](mailto:iCORI.INFO@state.ma.us), or call the Constituent Assistance and Research Unit at 617-660-4640 between 8:00 AM and 6:00 PM Eastern Time, Monday - Friday.

#### Order Summary

Order Number: **21-209895**  
Submission Date/Time: **07/20/2021, 11:29**  
Org. Id: **[REDACTED]**  
Username: **MRipley\_**

Row	Request ID	Name	Date of Birth	SSN
1	E21STA-00609315	AMRANI-HANCHI, ABDELKADOUS	[REDACTED]	[REDACTED]



**Rates: vehicle for Hire Andover Ma.**

**Within Andover \$15.90**

**From Andover to: North Andover \$15.90**

**From Andover to Methuen- \$ 25.99**

**From: Andover to Lowell , Reading,  
Tewksbury ,Salem NH \$36.99**

**Get A Free Quote on 24x7 Amrani chauffeurs!**

**Andover to Andover**

**Hourly Rate for Sedans**

**\$55/Hour (2 hrs. minimum )**

**Hourly Rate for SUVs**



The Commonwealth of Massachusetts  
 Department of Industrial Accidents  
 1 Congress Street, Suite 100  
 Boston, MA 02114-2017

RECEIVED  
 TOWN CLERK'S OFFICE  
 2021 JUN 29 PM 3:53

www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses  
 TO BE FILED WITH THE PERMITTING AUTHORITY.

TOWN OF ANDOVER, MASS

**Applicant Information**

Please Print Legibly

Business/Organization Name: Amran Chauffeurs Corp  
 Address: 200 Woodview way Apt 232B  
 City/State/Zip: Andover MA 01810 Phone #: 978 470 8215

<p><b>Are you an employer? Check the appropriate box:</b></p> <p>1. <input type="checkbox"/> I am an employer with <u>09</u> employees (full and/ or part-time).*</p> <p>2. <input checked="" type="checkbox"/> I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]</p> <p>3. <input type="checkbox"/> We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**</p> <p>4. <input type="checkbox"/> We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]</p>	<p><b>Business Type (required):</b></p> <p>5. <input type="checkbox"/> Retail</p> <p>6. <input type="checkbox"/> Restaurant/Bar/Eating Establishment</p> <p>7. <input type="checkbox"/> Office and/or Sales (incl. real estate, auto, etc.)</p> <p>8. <input type="checkbox"/> Non-profit</p> <p>9. <input type="checkbox"/> Entertainment</p> <p>10. <input type="checkbox"/> Manufacturing</p> <p>11. <input type="checkbox"/> Health Care</p> <p>12. <input checked="" type="checkbox"/> Other</p>
---	---

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

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

Insurance Company Name: \_\_\_\_\_  
 Insurer's Address: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_

Policy # or Self-ins. Lic. # \_\_\_\_\_ Expiration Date: \_\_\_\_\_

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

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

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

Signature: [Signature] Date: 06 25 2021  
 Phone #: \_\_\_\_\_

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

City or Town: Andover Permit/License # \_\_\_\_\_

Issuing Authority (circle one):  
 1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office  
 6. Other \_\_\_\_\_

Contact Person: Austin Simko, Town Clerk Phone #: 978-623-8230



# TOWN OF ANDOVER

Zoning Division  
36 Bartlet Street  
Andover, MA 01810  
(978) 623-8627  
[www.andoverma.gov](http://www.andoverma.gov)

July 29, 2021

Austin P. Simko  
Town Clerk & Chief Strategy Officer  
Andover Town Offices  
36 Bartlet Street  
Andover, MA 01810

Dear Mr. Simko:

Abdel Amrani Hanchi of 200 Woodview Way, Apt. 2329, Andover, MA intends to conduct a livery service business, d/b/a "Amrani Chauffeurs Corp." The business address is 10 Stevens Street, P.O. Box 796, Andover, MA 01810 (Stevens Street Post Office), Town Map 54, Town Lot 13T.

This location falls within the Mixed Use District and is a permitted use in accordance with the Andover Zoning By-Law. This approval is subject to the following restrictions:

1. The applicant's residential address shall not be used for advertising,
2. No business clients can be on site at the applicant's residence;
3. Business must take place online as stated in the application,

Sincerely,

*Christopher A. Clemente*

Christopher A. Clemente  
Inspector of Buildings

CAC:bb

cc: Abdel Amrani Hanchi

**Amrani Chauffeurs Corp.**

I move to approve the application of Amrani Chauffeurs Corp, for a Vehicle for Hire License at 200 Woodview Way, Apt 2329, Andover, subject to the condition that all other requirements of the Town are met prior to issuance.

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

Voted \_\_\_\_\_ to \_\_\_\_\_

## 138 Chandler Road Purchase and Sale

## PURCHASE AND SALE AGREEMENT

Agreement made as of this \_\_\_\_\_ day of September, 2021, by and between

Robert A. Park, Jr. and Sally Francis, as Trustees of the Park Family Trust, of 138 Chandler Road, hereinafter called "SELLER" and The Inhabitants of the Town of Andover, a Massachusetts municipal corporation, with an address at 36 Bartlet Street in Andover, Massachusetts 01810 (hereinafter called "BUYER").

### **1. Description.**

SELLER agrees to sell and BUYER agrees to buy the premises in Andover, Essex County, Massachusetts, pursuant to Article 35 of the 2021 Town of Andover Annual Town Meeting, the land with the buildings thereon known as a portion of 138 Chandler Road containing 1,617,193 square feet, more or less and 0 Cross Street containing 239,375 square feet more or less described in Exhibit A attached hereto and made a part hereof (hereinafter referred to as "the Premises").

### **2. Title and Deed.**

The Premises are to be conveyed by a good and sufficient Quitclaim deed running to BUYER, said deed shall be in the form attached hereto as Exhibit B and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except

- a. Provisions of existing building and zoning laws and subdivision laws;
- b. Such Town of Andover real estate taxes for the fiscal year ending June 30, 2022 as are not due and payable on the date of the delivery of such deed (real estate taxes shall be apportioned as of the date of closing);
- c. Any liens for municipal betterments assessed after the date of this Agreement; and
- d. Easements and restrictions of record insofar as the same will not, in the judgment of the Buyer, interfere with the use of the Premises for Municipal purposes.

If said deed refers to a plan necessary to be recorded therewith Seller shall deliver such plan with the deed in form adequate for recording and Buyer shall pay all recording costs.

### **3. Purchase Price.**

The agreed Purchase Price for the Premises is Three Million Three Hundred Twenty-Five Thousand (\$3,325,000.00) Dollars, which shall be payable upon the delivery and recording of the deed to the Buyer.

At least fifteen (15) days prior to the Escrow Closing Date set forth in Paragraph 4 below, the SELLER shall execute the deed in the form attached hereto as Exhibit B and deliver the same in escrow to the Andover Town Counsel for the purpose of the same being brought forward to the Andover Select Board for a vote to approve such Deed.

Notwithstanding any other provision of this Agreement, SELLER acknowledges that if the Andover Select Board does not vote to approve and execute the Deed tendered by the SELLER in performance of SELLER's obligations in Paragraph 2 hereof by the Escrow Closing Date or Extended Closing Date, whichever is later, this Agreement shall be terminated all other obligations of all parties thereto shall cease and this Agreement shall be void and without recourse to the parties hereto.

#### **4. Closing.**

Subject to the approval of the Select Board, the Deed, Order of Taking, Purchase Price and other Closing Deliveries are to be delivered by the parties on or before November 30, 2021 ("Escrow Closing Date") or sooner with 21 days written notice from the Seller to the Buyer, to Marsh, Moriarty, Ontell & Golder ("Escrow Agent") in accordance with the general provisions of the usual form of escrow agreement then in use by Escrow Agent (with such special provisions inserted in said escrow agreement as may be required to conform with the terms and conditions of this Agreement) and/or pursuant to closing instructions provided by the parties and all of which shall be mutually acceptable to Buyer and Seller (an "Escrow Closing"). In the event of an Escrow Closing, (a) Seller shall deposit or cause to be deposited with Escrow Agent the Seller Deliveries (as defined in Section 19 herein); and (b) Buyer shall deposit with Escrow Agent the Buyer Deliveries (as defined in Section 19 herein). At the Closing, Escrow Agent shall disburse all monies in strict accordance with the closing statement, record the Deed and any other required documents or plans, and deliver to the appropriate parties all other closing documents. It is agreed that Escrow Agent shall have no liability to Seller or Buyer for the performance of its services herein, except in the event of Escrow Agent's gross negligence and/or willful misconduct. In either case, the term "Closing" shall mean the consummation of the purchase and sale of the Subject Property in accordance with the terms of this Agreement, and including the recording of the Deed. Deed to be recorded and proceeds disbursed to Seller on the date of the

recording of the Deed, provided Escrow Agent has not reported any problems outside of Escrow Agent's control. Notwithstanding anything to the contrary contained herein or in any escrow agreement or closing escrow instructions, the Buyer, Town Counsel or Escrow Agent shall not release or authorize release of the Deed, or any Seller Deliveries from escrow for recording until such time as the Escrow Agent is holding the Purchase Price in good and collected funds.

**5. Closing Expenses and Prorations.**

Real Estate taxes and other municipal charges shall be prorated as of the date of Closing based upon the latest available bills. Buyer shall pay all costs associated with the recording of the deed and such fees and recording costs as are customarily paid by the Buyer, and the Seller shall pay such fees and recording costs as are customarily paid by the Seller. Each party shall pay its own legal expenses.

**6. Possession and Condition of Premises.**

Full possession of the Premises, consisting of vacant land and barn free of all tenants and occupants, and free of all personal property, including but not limited to vehicles, trailers, storage facilities, equipment and animals, is to be delivered on the Escrow Closing Date or Extended Closing Date in accordance with the provisions of Paragraph 15.g of this Agreement.

**7. Extension to Perfect Title and Satisfy Conditions.**

If, on the Escrow Closing Date, SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Premises, or to satisfy BUYER's conditions under paragraph 15, or the Premises do not conform with the provisions hereof, all as herein stipulated, then SELLER shall use reasonable efforts, the cost of which shall not exceed Three Thousand Five Hundred (\$3,500.00) Dollars, inclusive of legal fees, to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform to the provisions hereof, or, if possible, to satisfy BUYER's conditions under paragraph 15, as the case may be, and the date for closing shall be extended for a period of up to, but not exceeding 30 days to the Extended Closing Date. If on the Extended Closing Date SELLER, having used such efforts, shall have failed so to remove any defects in title, deliver possession, or, if possible, to satisfy BUYER's conditions under paragraph 15, or to make the Premises conform, as the case may be, all as herein agreed, then, at BUYER's option, this Agreement shall be

terminated and all other obligations of all parties thereto shall cease and this Agreement shall be void and without recourse to the parties hereto.

If on the Escrow Closing Date or the Extended Closing Date, SELLER is able to give title, make conveyance, deliver possession, and make the Premises conform but one or more conditions precedent to BUYER's obligation to purchase are unsatisfied and BUYER elects not to proceed, SELLER's obligation shall be limited to a return to BUYER of all deposits, if any, made hereunder together with all interest accrued thereon, if any, and this Agreement shall be terminated and all other obligations of all parties hereto shall cease and this Agreement shall be void and without recourse to the parties thereto.

**8. Buyer's Election to Accept Title.**

BUYER shall have the election, at the Escrow Closing Date or the Extended Closing Date, to accept such title as SELLER can deliver to the Premises in their then condition, in which case SELLER shall convey such title, except that, in the event of such conveyance in accord with the provisions of this paragraph 8, if the Premises shall have been damaged by fire or casualty insured against, then SELLER shall, unless SELLER has previously restored the Premises to their former condition, with the delivery of the deed, pay over to BUYER and assign to BUYER all moneys recovered or recoverable on account of such insurance, less any amounts reasonably expended by SELLER for any partial restoration, and BUYER shall pay the agreed purchase price without deduction.

**9. Acceptance of Deed.**

The acceptance and recording of a deed by BUYER or BUYER's nominee, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the Escrow Closing Date or the Extended Closing Date, and except representations, warranties, indemnities and agreements under paragraphs 13, 14, 15,16, 27, 28 and 29 which shall survive the Escrow Closing Date or the Extended Closing Date.

**10. Use of Purchase Money.**

To enable SELLER to make conveyance as herein provided, SELLER may, at the Escrow Closing Date or the Extended Closing Date, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests and shall use whatever portion of the purchase money as is necessary to satisfy or discharge of record any mortgages or other monetary liens placed on the Premises by SELLER, or any of SELLER's predecessors and assumed by SELLER, and any real estate taxes or other municipal charges and liens then due and payable provided that all instruments so procured are recorded simultaneously with said deed (except as permitted under Massachusetts Real Estate Bar Association Standards as applicable) and title to the Premises conforms to the provisions and standards of paragraph 2, above.

**11. Insurance.**

Until delivery and recording of the Deed, the Seller shall maintain insurance on the premises as presently insured.

**12. Default.**

- a. If BUYER shall fail to fulfill BUYER'S agreements herein, including without limitation BUYER'S failure to pay the agreed Purchase Price on the Escrow Closing Date or the Extended Closing Date, this Agreement shall be terminated and all obligations of all parties hereto shall cease and this Agreement shall be void and without recourse to the parties hereto. In no event shall BUYER be liable for consequential, special or punitive type of damages for a Default as described in this Paragraph 12.
- b. In the event the SELLER shall be in default hereunder, BUYER shall have the exclusive option to (i) terminate this Agreement or (ii) seek specific performance of this Agreement. In no event shall Seller be liable for consequential, special or punitive type of damages for a Default as described in this Paragraph 12.

**13. Seller's Representations and Indemnity.**

SELLER represents to BUYER as follows:

- a. SELLER has full right, power and authority to enter into and become bound by this Agreement and to consummate the transactions contemplated hereby; that the person executing this Agreement has been duly authorized by all necessary action and has full right, power and authority to execute and deliver this Agreement on behalf of SELLER. This Agreement shall be binding on the Seller, and their heirs, successors, assigns, and beneficiaries.
- b. Seller has received no written notice that there are any suits, actions or proceedings pending against the Property or against Seller and affecting the Property before any court or administrative agency which, if adversely determined, would have an adverse effect upon the operation or condition of the Property, nor to Seller's actual knowledge are any such suits, actions or proceedings currently being threatened against the Property or Seller and affecting the Property.
- c. To the best of Seller's knowledge and belief, Seller is not in default with respect to, nor has Seller violated any agreements affecting the Property, nor is Seller in default under any judgment, order, writ, injunction, rule or regulation of any court or governmental agency or officer to which Seller is subject affecting the Property or the transaction contemplated hereby.
- d. To the best of Seller's knowledge and belief, neither this Agreement nor the performance of any of Seller's obligations hereunder violates or conflicts with any other agreement or document by which Seller is bound.
- e. To the best of SELLER's knowledge and belief (i) the Premises are not in violation in any respect of the following (herein collectively called the "Environmental Laws"): Massachusetts General Laws Chapter 21E ("c.21E"); the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. s.6901, et seq., as amended, see Solid Waste Disposal Act; the Comprehensive Environmental Response, Compensation and Reauthorization Act of 1986 ("CERCLA"), 42 U.S.C. s. 6901 et seq., and any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards, order or decree regulation, relating to, or imposing liability or standards of conduct concerning, any hazardous substance, hazardous waste, hazardous materials, oil, asbestos, Urea Formaldehyde Foam Insulation and the group of organic compounds known as

polychlorinated biphenyls (“PCBs”) (collectively “hazardous substances”); (ii) there are no liens on or affecting the Premises imposed by any Environmental Laws; (iii) there is no actual, asserted or threatened, liability or obligation of SELLER, related to the Premises, under any Environmental Laws; and (iv) there are no hazardous substances on the Premises, nor have hazardous substances been generated, discharged, treated, stored, or disposed of, or otherwise deposited in or located on, or released on or to the Premises, including, without limitation, the surface and subsurface waters of the Premises.

- f. SELLER represents to the best of their knowledge and belief that there are no underground storage tanks under or on the Premises.

**14. Buyer's Representations.**

BUYER represents to SELLER that BUYER has full right, power and authority to enter into and become bound by this Agreement and that the person executing this Agreement has been duly authorized by all necessary action and has full, right, power and authority to execute and deliver this Agreement on behalf of BUYER.

**15. Condition of Purchase.**

It shall be a condition of BUYER's obligation to purchase the Premises that on the Escrow Closing Date or Extended Closing Date, the following conditions have been satisfied in the BUYER'S sole discretion, such satisfaction not to affect SELLER's representations and warranties under this Agreement:

- a. Seller has executed and filed the Disclosure of Beneficial Interest Form required by G.L. c. 7(c), Section 38.
- b. The Select Board has accepted and signed the Deed.
- c. BUYER has determined it will be able to obtain all licenses or other permits and approvals, which are necessary to the purchase, including without limitation approvals from the Town Meeting, Select Board, Planning Board, Conservation Commission and Board of Health of the Town of Andover.
- d. BUYER has determined that there are available to the Premises adequate access and utilities for BUYER's proposed uses of the Premises.

- e. SELLER's representations under paragraph 13 are true and correct at the Escrow Closing Date or Extended Closing Date.
- f. Andover Town Meeting has approved the appropriation of funds sufficient to purchase the Premises and the Select Board has approved and executed the Deed tendered by the Seller under Paragraph 3.
- g. All personal property, vehicles, equipment and animals shall be removed from the Premises by the Seller, including but not limited to vehicles, trailers, storage facilities, equipment and animals, from the land, house, barn and sheds, before the pre-closing inspection by the Buyer which shall take place not later than 5 days prior to closing, with the exception of the International Truck hood and such personal property left in the barn by the Seller with the approval of the Buyer at the pre-closing inspection, which shall become the property of the Buyer upon the recording of the Deed, whereupon the Seller shall have no claim with regard to any personal property left on the Premises. All animals on the Premises shall be removed by the Seller before the pre-closing inspection by the Buyer which shall take place not later than 5 days prior to closing. In addition to the pre-closing inspection Buyer shall be allowed to inspect the Premises on the Closing Date to determine compliance with this condition. Subject to the conditions of this paragraph, the property is being sold "AS IS".
- h. The conditions of the Purchase and Sale Agreements for 138 Chandler Road and 0 Cross Street and 140 Chandler Road have been satisfied and the Select Board has received, accepted and signed the deeds to both the premises at 138 Chandler Road and 0 Cross Street and 140 Chandler Road and the deeds to both 138 Chandler Road and 0 Cross Street and 140 Chandler Road are recorded at the same time.

**16. Representation as to Brokers.**

BUYER and SELLER each represents to the other that it has not dealt with any broker or any other person in connection with this purchase of the Premises, and agree that each will hold harmless and indemnify the others from any loss, cost, damage, liability, claim or expense, including reasonable attorney's fees, incurred by BUYER or SELLER, as the case may be, for a commission or finder's fee as a result of the falseness of this representation.

**17. Notices.**

Any notices required to be made, pursuant to this Agreement shall be effective and deemed duly given if in writing and either delivered in hand or sent by (a) registered first class mail, postage prepaid, return receipt requested, (b) overnight express courier or (c) facsimile, or (d) email, to:

if to BUYER: - Andrew Flanagan, Town Manager  
Andover Town Hall  
36 Bartlet Street  
Andover, MA 01810

with a copy  
sent in the  
same manner to: - Thomas J. Urbelis, Town Counsel  
Andover Town Hall  
36 Bartlet Street  
Andover, Massachusetts 01810

if to SELLER: - Michael E. Lombard, Esq.  
Touchstone Closing & Escrow, LLC  
27 Main Street  
Andover, Massachusetts 01810  
Tel: 978-475-1896 Fax: 978-482-0270  
mlombard@touchstoneclosing.com

with a copy  
sent in the  
same manner to: - Robert A. Park, Jr. and Sally A. Francis  
140 Chandler Road  
Andover, MA 01810

**18. Buyer's Investigation and Use of Premises.**

Until the Original Closing Date or Extended Closing Date BUYER and its agents, employees and contractors shall have the right, from time to time, at BUYER's sole cost, expense, risk and hazard to enter upon the Premises to make, or cause to be made appraisals, engineering and development findings in respect thereto, and such investigations and inspections of the Premises as the Buyer deems to be necessary and appropriate. If the BUYER is not satisfied with the results of said inspections, at the BUYER'S sole discretion, the BUYER may terminate this Agreement by giving written notice thereof and by furnishing copies of all written reports stating the results of such inspection to the SELLER and thereupon this Agreement shall be terminated and all obligations of all parties hereto shall terminate and this Agreement shall be void and without recourse to the parties thereto.

**19. Closing Documents.**

(A) At the Escrow Closing Date or Extended Closing Date, SELLER shall execute and deliver to BUYER the following documents:

- a. The deed called for in paragraph 2,;
- b. The Certificates of Seller in the forms attached as Exhibits C, D, E, and F.
- c. The Release in the form attached as Exhibit H;
- d. Affidavit of Seller setting forth Seller's U.S. Taxpayer Identification Number and Foreign Investment and Real Property Tax Act (FIRPTA) Affidavit;
- e. Owners affidavits regarding parties in possession and indemnities regarding mechanics liens in such form and content as is necessary to induce Buyer's Title Insurance to delete the "standard exceptions" pertaining to parties in possession and mechanics' liens and to permit Buyer to obtain title insurance on the Premises subject only to the Permitted Encumbrances or subject to standard exception contained in the policy including any so-called "preprinted exceptions" acceptable to Buyer; With the exception of a customary form Mechanic Lien/Parties in Possession Affidavit, SELLER shall not be required to sign a so-called survey affidavit or any document that makes any representation as to boundaries, title, encroachments, or compliance with zoning, building or other laws and shall not be considered in default if SELLER refused to do so at Closing.
- f. An executed Closing Statement in form and substance reasonably acceptable to Seller, Buyer and Escrow Agent;
- g. A copy of the Disclosure Notice which has been filed pursuant to Chapter 7, Section 40J with the Commission of Capital Asset Management and Maintenance;
- h. A payoff statement for any mortgage outstanding on the premises. Any discharge tracking fee(s) charged to SELLER on the Settlement Statement shall not exceed \$95.00 per encumbrance.
- i. Such other instruments as BUYER and/or Title Company may reasonably and customarily have requested for the purpose of carrying out the transaction contemplated by this Agreement, including, without limitation, documents for the purpose of confirming proper and lawful execution of closing documents in

accordance with this Agreement and applicable law, and documents required by the Buyer's title insurer as a condition to the issuance of title insurance as provided in Paragraph 18 hereof.

(B) At Closing, Buyer shall execute and/or deliver to Seller or Escrow Agent the following items (collectively, "Buyer's Deliveries"): (i) a closing statement, (ii) the Purchase Price, (iii) certified copy of the Town Meeting Vote Authorizing Purchase of Land, (iv) a Certificate of Municipal Liens, (v) such other instruments and documents as Seller and/or the Title Company may reasonably request, including, without limitation, documents for the purpose of confirming the proper and lawful execution and delivery of closing documents in accordance with this Agreement and applicable provisions of Massachusetts law, provided that any documents requiring execution by the Buyer shall be delivered by the Seller to the Andover Town Counsel by at least 15 days prior to the Escrow Closing Date or Extended Closing Date.

**20. Title Insurance.**

BUYER's performance hereunder is also conditioned upon title to the Premises being insurable at regular rates on a standard ALTA Form B Owner's Insurance Policy, without exception for any matter not objected to by BUYER. BUYER or BUYER'S counsel shall be solely responsible to perform and pay for their own title review prior to closing.

**21. No Other Agreements.**

SELLER hereby represents, and covenants that the Premises are not and will not be the subject of any outstanding agreements with any party pursuant to which any such party may acquire any interest herein, and that there are no contracts or agreements to which SELLER is a party, including any tenancy or occupancy agreements, which affect the Premises and which will survive the Original Closing Date or Extended Closing Date.

**22. REBA Standards.**

Any manner of practice arising under or relating to this agreement which is the subject of a title standard or a practice standard of the Massachusetts Real Estate Bar Association at the Original

Closing Date or Extended Closing Date shall be governed by said title standard or practice standard to the extent applicable.

**23. Disclaimer of Warranties and Representations.**

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has the BUYER relied upon any warranties or representations not set forth or incorporated in this Agreement.

**24. Buyer's Authorization**

The parties further acknowledge that notwithstanding anything to the contrary contained herein, this Agreement shall not be considered a binding agreement until Buyer has fully complied with the thirty (30) day publication period set forth in G.L. c. 30B, Section 16(e)(2), the Disclosure of Beneficial Interests form required by G.L. c. 7(c), Section 38 has been executed and filed by the Seller and until this Agreement has been authorized by the Select Board.

**25. Other Documents.**

At the time SELLER executes this Agreement, SELLER shall also sign and deliver to BUYER the certificates and disclosures of SELLER attached hereto as Exhibits C, D and E, and this Agreement shall not be valid until and unless SELLER has so signed and delivered same.

**26. Governing Law.**

This Agreement shall be governed by Massachusetts law.

**27. Seller Representations.**

All of Seller's representations under this Agreement, INCLUDING ALL RIDERS AND ADDENDA, are to the Seller's actual knowledge, and without conducting any independent investigation or inquiry and are not intended to imply or create any obligation for the Seller to take additional actions or more further inquiry with regard to any topics contained within this Agreement or elsewhere, including, but not limited to, documents, to be executed in conjunction with the Closing; furthermore, it is acknowledged and agreed by the Parties that any such representations shall not

constitute a representation or warranty against the existence of such conditions about which Seller has no knowledge, nor a representation or warranty against the discovery or occurrence of such conditions. The provisions of this paragraph shall survive the Closing and delivery of the Deed hereunder.

**28. Condition of Purchase**

All personal property, vehicles, equipment and animals shall be removed from the Premises, including but not limited to vehicles, trailers, storage facilities, equipment and animals, from the land, house, barn and sheds, by the Seller before the pre-closing inspection by the Buyer, with the exception of the International Truck hood and such personal property left in the barn by the Seller with the approval of the Buyer at the pre-closing inspection, which shall become the property of the Buyer upon recording of the Deed and the Seller shall have no claim with regard to any personal property left on the Premises. All animals on the Premises shall be removed by the Seller before the pre-closing inspection by the Buyer which shall take place not later than 5 days prior to closing. In addition to the pre-closing inspection Buyer shall be allowed to inspect the Premises on the Closing Date to determine compliance with this condition. Subject to the conditions of this paragraph, the property is being sold "AS IS".

**29.** Seller, for itself and its successors, assigns, and beneficiaries waives any and all objections to the future use of the Property by the Buyer or its successors or assigns. The provisions of this paragraph shall survive the Closing and delivery of the Deed hereunder.

SIGNATURE PAGE TO FOLLOW

**INHABITANTS OF TOWN OF ANDOVER**

**SELLER:**

By:

\_\_\_\_\_  
Robert A. Park, Jr, Trustee

\_\_\_\_\_  
Andrew P. Flanagan, Town Manager,  
as authorized by vote of the Select Board

\_\_\_\_\_  
Sally A. Francis, Trustee

Date:\_\_\_\_\_

Date:\_\_\_\_\_

## **EXHIBIT A**

### **LEGAL DESCRIPTION**

The land with the buildings thereon in Andover, Essex County, Massachusetts, shown as Lot 1 and Lots 2 on Plan of Land entitled: "Plan of Land in Andover, Mass., Prepared for the Town of Andover, Date: April 26, 2021, Scale 1"=80', Andover Consultants, Inc." Lot 1 contains 1,617,193 square feet, more or less, and Lot 2 contains 239,375 square feet, more or less, all as more particularly described on said Plan. For title reference see deed recorded at North Essex Registry of Deeds in Book 13971, Page 66.



**COMMONWEALTH OF MASSACHUSETTS**

Essex, SS. \_\_\_\_\_, 2021

On this day, before me, the undersigned Notary Public, personally appeared Robert A. Park, Jr and Sally A. Francis, Trustees as aforesaid, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

Post Office Address of Grantee:  
Andover Town Offices  
36 Bartlet Street  
Andover, MA 01810

Street Address of Property:  
138 Chandler Road  
Andover, MA 01810

**ACCEPTANCE BY SELECT BOARD**

The Select Board of the Town of Andover hereby accepts the foregoing conveyance to the Town of Andover.

EXECUTED as an instrument under seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Town of Andover Select Board

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COMMONWEALTH OF MASSACHUSETTS**

Essex, SS. \_\_\_\_\_, 2021

On this day, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose, as members of the Select Board of the Town of Andover.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

EXHIBIT A  
PROPERTY DESCRIPTION

The land with the buildings thereon in Andover, Essex County, Massachusetts, shown as Lot 1 and Lot 2 on Plan of Land entitled: "Plan of Land in Andover, Mass., Prepared for the Town of Andover, Date: April 26, 2021, Scale: 1"=80', Andover Consultants, Inc." Lot 1 contains 1,617,193 square feet, more or less, and Lot 2 contains 239,375 square feet, more or less, all as more particularly described on said Plan. For title reference see deed recorded at North Essex Registry of Deeds in Bool 13971, Page 66.

**EXHIBIT C**

**CERTIFICATE OF COMPLIANCE WITH TAX LAWS**

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, we certify under the penalties of perjury that (“Grantor”) has filed all Massachusetts state tax returns; has complied with all Massachusetts laws relating to taxes; and has paid all Massachusetts state taxes required under law.

Dated: \_\_\_\_\_, 2021

Parks Family Trust

\_\_\_\_\_  
ROBERT A. PARK, JR., TRUSTEE

\_\_\_\_\_  
SALLY A. FRANCIS, TRUSTEE

**EXHIBIT D**

**CERTIFICATE OF NON-COLLUSION**

The undersigned certify under the penalties of perjury that the foregoing Agreement has been obtained in good faith and without collusion or fraud with any other person (as used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals).

Dated: \_\_\_\_\_, 2021

Park Family Trust

\_\_\_\_\_  
ROBERT A. PARK, JR., TRUSTEE

\_\_\_\_\_  
SALLY A. FRANCIS, TRUSTEE

EXHIBIT E

**DISCLOSURE STATEMENT FOR  
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY  
M.G.L. c. 7(C), s. 38 (formerly M.G.L. c. 7, s. 40J)**

**INSTRUCTION SHEET**

**NOTE:** The Division of Capital Asset Management and Maintenance (DCAMM) shall have no responsibility for insuring that the Disclosure Statement has been properly completed as required by law. Acceptance by DCAMM of a Disclosure Statement for filing does not constitute DCAMM's approval of the Disclosure Statement or the information contained therein. Please carefully read M.G.L. c. 7(C), s. 38 which is reprinted in Section 7 of the Disclosure Statement.

**Paragraph (1):** Identify the real property, including its street address, and city or town. If there is no street address then identify the property in some other manner such as the nearest cross street and its tax assessors' parcel number.

**Paragraph (2):** Identify the type of transaction to which the Disclosure Statement pertains --such as a sale, purchase, lease, etc.

**Paragraph (3):** Insert the exact legal name of the disclosing party. Indicate whether the disclosing party is an individual, tenants in common, tenants by the entirety, corporation, general partnership, limited partnership, LLC, or other entity. If the disclosing party is the trustees of a trust then identify the trustees by name, indicate that they are trustees, and add the name of the trust.

**Paragraph (4):** Indicate the role of the disclosing party in the transaction by checking one of the blanks. If the disclosing party's role in the transaction is not covered by one of the listed roles then describe the role in words.

**Paragraph (5):** List the names and addresses of **every** legal entity and **every** natural person that has or will have a **direct or indirect** beneficial interest in the real property. The only exceptions are those stated in the first paragraph of the statute that is reprinted in section 7 of the Disclosure Statement form. If the disclosing entity is another public entity such as a city or town, insert "inhabitants of the (name of public entity)." If the disclosing party is a non-profit with no individual persons having any beneficial interest then indicate the purpose or type of the non-profit entity. If additional space is needed, please attach a separate sheet and incorporate it by reference into paragraph 5.

**Paragraph (6):** Write "none" in the blank if none of the persons mentioned in paragraph 5 are employed by DCAMM. Otherwise list any parties disclosed in paragraph 5 that are employees of DCAMM.

**Paragraph (8):** Make sure that the Disclosure Statement is signed by the correct person. If a disclosing party is a corporation, please make sure that the Disclosure Statement is signed by a duly

authorized officer of the corporation as required by the statute reprinted in paragraph 7 of the Disclosure Statement.

The completed and signed Disclosure Statement should be mailed or otherwise delivered to:

Deputy Commissioner for Real Estate  
Division of Capital Asset Management and Maintenance  
One Ashburton Place, 15<sup>th</sup> Floor, Boston, MA 02108

**DISCLOSURE STATEMENT  
PARTY TO REAL PROPERTY TRANSACTION WITH A PUBLIC AGENCY  
M.G.L. c. 7(C), s. 38 (formerly M.G.L. c. 7, s. 40J)**

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) REAL PROPERTY:

The land with the buildings thereon at 138 Chandler Road, Andover, MA as described in Exhibit A attached.

(2) TYPE OF AGREEMENT, TRANSACTION, or DOCUMENT:

Purchase and Sale Agreement  
Seller: Park Family Trust  
Buyer: Town of Andover

(3) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY (IF PARTY IS NOT AN INDIVIDUAL):

Robert A. Park, Jr. and Sally A. Francis, Trustees

(4) ROLE OF PARTY (Check appropriate role):

\_\_\_\_ Lessor/Landlord    \_\_\_\_ Lessee/Tenant

\_\_\_X\_\_\_ Seller/Grantor    \_\_\_\_ Buyer/Grantee

\_\_\_\_ Other (Please describe):

(5) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding

stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7(C), s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME

RESIDENCE

- (6) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert “none” if none):

None

- (7) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7(C), Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

*No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee’s interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.*

*Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.*

*The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.*

- (8) This statement is hereby signed under penalties of perjury.

\_\_\_\_\_  
DATE

Park Family Trust

\_\_\_\_\_  
ROBERT A. PARK, JR., TRUSTEE

\_\_\_\_\_  
SALLY A. FRANCIS, TRUSTEE

EXHIBIT A  
PROPERTY DESCRIPTION

The land with the buildings thereon in Andover, Essex County, Massachusetts, shown as Lot 1 and Lot 2 on Plan of Land entitled: "Plan of Land in Andover, Mass., Prepared for the Town of Andover, Date: April 26, 2021, Scale: 1"=80', Andover Consultants, Inc." Lot 1 contains 1,617,193 square feet, more or less, and Lot 2 contains 239,375 square feet, more or less, all as more particularly described on said Plan. For title reference see deed recorded at North Essex Registry of Deeds in Book 13971, Page 66.

**EXHIBIT F**

**CERTIFICATE OF SELLER**

The undersigned hereby certifies, pursuant to Paragraph 27 of the Purchase and Sale Agreement, that the representations contained in paragraph 13 of a certain Purchase and Sale Agreement for the sale of property known as Chandler Road, in Andover, Massachusetts, executed on \_\_\_\_\_, 2021, a copy of which is attached hereto, are true and correct in all material respects and that we have performed or complied with all of the agreements of the undersigned to the extent such performance or compliance is required prior to or on the Original Closing Date under said Purchase and Sale Agreement.

Dated: \_\_\_\_\_, 2021

PARK FAMILY TRUST

\_\_\_\_\_  
ROBERT A. PARK, JR., TRUSTEE

\_\_\_\_\_  
SALLY A. FRANCIS, TRUSTEE

EXHIBIT G

ORDER OF TAKING  
CHANDLER ROAD

**WHEREAS, THE INHABITANTS OF THE TOWN OF ANDOVER** voted in favor of a motion made under Article 35 at the Annual Town Meeting held on June 5, 2021 which motion provided:

**NOW, THEREFORE,** the Select Board of the Town of Andover, acting pursuant to the authority granted to it by the aforesaid vote of the Town Meeting, and in accordance with the provision of Massachusetts General Laws, Chapter 79 and all other power and authority to it granted or implied, **DOES HEREBY TAKE BY EMINENT DOMAIN IN FEE SIMPLE**, for the purposes set forth in said vote of the Town Meeting, the parcel of land with the buildings thereon known as 140 Chandler Road as described in Deed recorded in the North Essex District Registry of Deeds in Book , Page , and more particularly described in Appendix A attached hereto and incorporated by reference herein, together with all easements and rights appurtenant thereto, including the trees standing thereon and excluding any and all easements for public and private utilities and excluding any and all easements for public highways and public travel in and to any and all streets and public ways included within and/or contiguous or adjacent to said area.

The amount of Three Million Three Hundred Twenty-Five Thousand (\$3,325,000.00) Dollars has already been paid to The Park Family Trust.

This Order of Taking is to clear any title issues, if any, with regard to the Town's acquisition of said land.

The Select Board of the Town of Andover, on behalf of The Inhabitants of the Town of Andover, hereby execute this Taking on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

THE INHABITANTS OF THE  
TOWN OF ANDOVER

By and through its  
SELECT BOARD

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COMMONWEALTH OF MASSACHUSETTS**

**Essex, ss:**

**, 2021**

On this \_\_\_\_\_ of \_\_\_\_\_, 2021, before me, the undersigned notary public, personally appeared \_\_\_\_\_, who is personally known to me and who is person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose,

\_\_\_\_\_  
Notary Public  
My commission expires:

ORDER OF TAKING

APPENDIX A

LEGAL DESCRIPTION

The land with the buildings thereon in Andover, Essex County, Massachusetts, shown as Lot 1 and Lot 2 on Plan of Land entitled: "Plan of Land in Andover, Mass., Prepared for the Town of Andover, Date: April 26, 2021, Scale: 1"=80', Andover Consultants, Inc." Lot 1 contains 1,617,193 square feet, more or less, and Lot 2 contains 239,375 square feet, more or less, all as more particularly described on said Plan. For title reference see deed recorded at North Essex Registry of Deeds in Book 13971, Page 66.

**EXHIBIT H**

**RELEASE**

**We, Robert A. Park, Jr. and Sally A. Francis, Trustees of The Park Family Trust**, in consideration of Three Million Three Hundred Twenty-Five Thousand (\$3,325,000.00) Dollars paid, hereby release the Town of Andover from all claims for damages, pursuant to Massachusetts General Laws, Chapter 79, or otherwise due to the taking by eminent domain for public purposes, of the land in Andover, Essex County, Massachusetts more particularly described in Exhibit A attached hereto.

Witness the execution hereof this \_\_\_\_ day of \_\_\_\_\_, 2021.

Park Family Trust

\_\_\_\_\_  
ROBERT A. PARK, JR., TRUSTEE

\_\_\_\_\_  
SALLY A. FRANCIS, TRUSTEE

EXHIBIT A  
PROPERTY DESCRIPTION

The land with the buildings thereon in Andover, Essex County, Massachusetts, shown as Lot 1 and Lot 2 on Plan of Land entitled: "Plan of Land in Andover, Mass., Prepared for the Town of Andover, Dated: April 26, 2021, Scale: 1"=80', Andover Consultants, Inc." Lot 1 contains 1,617,193 square feet, more or less, and Lot 2 contains 239,375 square feet, more or less, all as more particularly described on said Plan. For title reference see deed recorded at North Essex Registry of Deeds in Book 13971, Page 66.

## 140 Chandler Road Purchase and Sale

## PURCHASE AND SALE AGREEMENT

Agreement made as of this \_\_\_\_\_ day of September, 2021, by and between

Robert A. Park, Jr. and Joan A. Park, of 140 Chandler Road, hereinafter called "SELLER" and The Inhabitants of the Town of Andover, a Massachusetts municipal corporation, with an address at 36 Bartlet Street in Andover, Massachusetts 01810 (hereinafter called "BUYER").

### **1. Description.**

SELLER agrees to sell and BUYER agrees to buy, pursuant to Article 35 of the 2021 Town of Andover Annual Town Meeting, the premises in Andover, Essex County, Massachusetts, the land with the buildings thereon known as 140 Chandler Road described in Exhibit A attached hereto and made a part hereof (hereinafter referred to as "the Premises") containing 79,196 square feet, more or less, all as described in said Exhibit A.

### **2. Title and Deed.**

The Premises are to be conveyed by a good and sufficient Quitclaim deed running to BUYER, said deed shall be in the form attached hereto as Exhibit B and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except

- a. Provisions of existing building and zoning laws and subdivision laws;
- b. Such Town of Andover real estate taxes for the fiscal year ending June 30, 2022 as are not due and payable on the date of the delivery of such deed (real estate taxes shall be apportioned as of the date of closing);
- c. Any liens for municipal betterments assessed after the date of this Agreement; and
- d. Easements and restrictions of record insofar as the same will not, in the judgment of the Buyer, interfere with the use of the Premises for Municipal purposes.

If said deed refers to a plan necessary to be recorded therewith Seller shall deliver such plan with the deed in form adequate for recording and Buyer shall pay all recording costs.

### **3. Purchase Price.**

The agreed Purchase Price for the Premises is Six Hundred Thousand (\$600,000.00) Dollars, which shall be payable upon the delivery and recording of the deed to the Buyer.

At least fifteen (15) days prior to the Escrow Closing Date set forth in Paragraph 4 below, the SELLER shall execute the deed in the form attached hereto as Exhibit B and deliver the same in escrow to the Andover Town Counsel for the purpose of the same being brought forward to the Andover Select Board for a vote to approve such Deed.

Notwithstanding any other provision of this Agreement, SELLER acknowledges that if the Andover Select Board does not vote to approve and execute the Deed tendered by the SELLER in performance of SELLER's obligations in Paragraph 2 hereof by the Escrow Closing Date or Extended Closing Date, whichever is later, this Agreement shall be terminated all other obligations of all parties thereto shall cease and this Agreement shall be void and without recourse to the parties hereto.

#### **4. Closing.**

Subject to the approval of the Select Board, the Deed, Order of Taking, Purchase Price and other Closing Deliveries are to be delivered by the parties on or before November 30, 2021 or sooner with 21 days written notice from the Seller to the Buyer ("Escrow Closing Date"), to Marsh, Moriarty, Ontell & Golder ("Escrow Agent") in accordance with the general provisions of the usual form of escrow agreement then in use by Escrow Agent (with such special provisions inserted in said escrow agreement as may be required to conform with the terms and conditions of this Agreement) and/or pursuant to closing instructions provided by the parties and all of which shall be mutually acceptable to Buyer and Seller (an "Escrow Closing"). In the event of an Escrow Closing, (a) Seller shall deposit or cause to be deposited with Escrow Agent the Seller Deliveries (as defined in Section 19 herein); and (b) Buyer shall deposit with Escrow Agent the Buyer Deliveries (as defined in Section 19 herein). At the Closing, Escrow Agent shall disburse all monies in strict accordance with the closing statement, record the Deed and any other required documents or plans, and deliver to the appropriate parties all other closing documents. It is agreed that Escrow Agent shall have no liability to Seller or Buyer for the performance of its services herein, except in the event of Escrow Agent's gross negligence and/or willful misconduct. In either case, the term "Closing" shall mean the consummation of the purchase and sale of the Subject Property in accordance with the terms of this Agreement, and including the recording of the Deed. Deed to be recorded and proceeds disbursed to Seller on the date of the recording of the Deed, provided Escrow Agent has not reported any problems outside of Escrow

Agent's control. Notwithstanding anything to the contrary contained herein or in any escrow agreement or closing escrow instructions, the Buyer, Town Counsel or Escrow Agent shall not release or authorize release of the Deed, or any Seller Deliveries from escrow for recording until such time as the Escrow Agent is holding the Purchase Price in good and collected funds.

**5. Closing Expenses and Prorations.**

Real Estate taxes and other municipal charges shall be prorated as of the date of Closing based upon the latest available bills. Buyer shall pay all costs associated with the recording of the deed and such fees and recording costs as are customarily paid by the Buyer, and the Seller shall pay such fees and recording costs as are customarily paid by the Seller. Each party shall pay its own legal expenses.

**6. Possession and Condition of Premises.**

Full possession of the Premises, free of all tenants and occupants, and free of all personal property, including but not limited to vehicles, trailers, storage facilities, equipment and animals, is to be delivered on the Escrow Closing Date or Extended Closing Date in accordance with the provisions of Paragraph 15.g of this Agreement.

**7. Extension to Perfect Title and Satisfy Conditions.**

If, on the Escrow Closing Date, SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Premises, or to satisfy BUYER's conditions under paragraph 15, or the Premises do not conform with the provisions hereof, all as herein stipulated, then SELLER shall use reasonable efforts, the cost of which shall not exceed Three Thousand Five Hundred (\$3,500.00) Dollars, inclusive of legal fees, to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform to the provisions hereof, or, if possible, to satisfy BUYER's conditions under paragraph 15, as the case may be, and the date for closing shall be extended for a period of up to, but not exceeding 30 days to the Extended Closing Date. If on the Extended Closing Date SELLER, having used such efforts, shall have failed so to remove any defects in title, deliver possession, or, if possible, to satisfy BUYER's conditions under paragraph 15, or to make the Premises conform, as the case may be, all as herein agreed, then, at BUYER's option, this Agreement shall be

terminated and all other obligations of all parties thereto shall cease and this Agreement shall be void and without recourse to the parties hereto.

If on the Escrow Closing Date or the Extended Closing Date, SELLER is able to give title, make conveyance, deliver possession, and make the Premises conform but one or more conditions precedent to BUYER's obligation to purchase are unsatisfied and BUYER elects not to proceed, SELLER's obligation shall be limited to a return to BUYER of all deposits, if any, made hereunder together with all interest accrued thereon, if any, and this Agreement shall be terminated and all other obligations of all parties hereto shall cease and this Agreement shall be void and without recourse to the parties thereto.

**8. Buyer's Election to Accept Title.**

BUYER shall have the election, at the Escrow Closing Date or the Extended Closing Date, to accept such title as SELLER can deliver to the Premises in their then condition, in which case SELLER shall convey such title, except that, in the event of such conveyance in accord with the provisions of this paragraph 8, if the Premises shall have been damaged by fire or casualty insured against, then SELLER shall, unless SELLER has previously restored the Premises to their former condition, with the delivery of the deed, pay over to BUYER and assign to BUYER all moneys recovered or recoverable on account of such insurance, less any amounts reasonably expended by SELLER for any partial restoration, and BUYER shall pay the agreed purchase price without deduction.

**9. Acceptance of Deed.**

The acceptance and recording of a deed by BUYER or BUYER's nominee, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the Escrow Closing Date or the Extended Closing Date and except representations, warranties, indemnities and agreements under paragraphs 13,14,15,16,27, 28 and 29 which shall survive the Escrow Closing Date or the Extended Closing Date.

**10. Use of Purchase Money.**

To enable SELLER to make conveyance as herein provided, SELLER may, at the Escrow Closing Date or the Extended Closing Date, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests and shall use whatever portion of the purchase money as is necessary to satisfy or discharge of record any mortgages or other monetary liens placed on the Premises by SELLER, or any of SELLER's predecessors and assumed by SELLER, and any real estate taxes or other municipal charges and liens then due and payable provided that all instruments so procured are recorded simultaneously with said deed (except as permitted under Massachusetts Real Estate Bar Association Standards as applicable) and title to the Premises conforms to the provisions and standards of paragraph 2, above.

**11. Insurance.**

Until delivery and recording of the Deed, the Seller shall maintain insurance on the premises as presently insured.

**12. Default.**

- a. If BUYER shall fail to fulfill BUYER'S agreements herein, including without limitation BUYER'S failure to pay the agreed Purchase Price on the Escrow Closing Date or the Extended Closing Date, this Agreement shall be terminated and all obligations of all parties hereto shall cease and this Agreement shall be void and without recourse to the parties hereto. In no event shall BUYER be liable for consequential, special or punitive type of damages for a Default as described in this Paragraph 12.
- b. In the event the SELLER shall be in default hereunder, BUYER shall have the exclusive option to (i) terminate this Agreement or (ii) seek specific performance of this Agreement. In no event shall Seller be liable for consequential, special or punitive type of damages for a Default as described in this Paragraph 12.

**13. Seller's Representations and Indemnity.**

SELLER represents to BUYER as follows:

- a. SELLER has full right, power and authority to enter into and become bound by this Agreement and to consummate the transactions contemplated hereby; that the person executing this Agreement has been duly authorized by all necessary action and has full right, power and authority to execute and deliver this Agreement on behalf of SELLER. This Agreement shall be binding on the Seller, and their heirs, successors, assigns, and beneficiaries.
- b. Seller has received no written notice that there are any suits, actions or proceedings pending against the Property or against Seller and affecting the Property before any court or administrative agency which, if adversely determined, would have an adverse effect upon the operation or condition of the Property, nor to Seller's actual knowledge are any such suits, actions or proceedings currently being threatened against the Property or Seller and affecting the Property.
- c. To the best of Seller's knowledge and belief, Seller is not in default with respect to, nor has Seller violated any agreements affecting the Property, nor is Seller in default under any judgment, order, writ, injunction, rule or regulation of any court or governmental agency or officer to which Seller is subject affecting the Property or the transaction contemplated hereby.
- d. To the best of Seller's knowledge and belief, neither this Agreement nor the performance of any of Seller's obligations hereunder violates or conflicts with any other agreement or document by which Seller is bound.
- e. To the best of SELLER's knowledge and belief (i) the Premises are not in violation in any respect of the following (herein collectively called the "Environmental Laws"): Massachusetts General Laws Chapter 21E ("c.21E"); the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. s.6901, et seq., as amended, see Solid Waste Disposal Act; the Comprehensive Environmental Response, Compensation and Reauthorization Act of 1986 ("CERCLA"), 42 U.S.C. s. 6901 et seq., and any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards, order or decree regulation, relating to, or imposing liability or standards of conduct concerning, any hazardous substance, hazardous waste, hazardous materials, oil, asbestos, Urea Formaldehyde Foam Insulation and the group of organic compounds known as

polychlorinated biphenyls (“PCBs”) (collectively “hazardous substances”); (ii) there are no liens on or affecting the Premises imposed by any Environmental Laws; (iii) there is no actual, asserted or threatened, liability or obligation of SELLER, related to the Premises, under any Environmental Laws; and (iv) there are no hazardous substances on the Premises, nor have hazardous substances been generated, discharged, treated, stored, or disposed of, or otherwise deposited in or located on, or released on or to the Premises, including, without limitation, the surface and subsurface waters of the Premises.

- f. SELLER represents to the best of their knowledge and belief that there are no underground storage tanks under or on the Premises.

**14. Buyer's Representations.**

BUYER warrants and represents to SELLER that BUYER has full right, power and authority to enter into and become bound by this Agreement and that the person executing this Agreement has been duly authorized by all necessary action and has full, right, power and authority to execute and deliver this Agreement on behalf of BUYER.

**15. Condition of Purchase.**

It shall be a condition of BUYER's obligation to purchase the Premises that on the Escrow Closing Date or Extended Closing Date, the following conditions have been satisfied in the BUYER'S sole discretion, such satisfaction not to affect SELLER's representations and warranties under this Agreement:

- a. Seller has executed and filed the Disclosure of Beneficial Interest Form required by G.L. c. 7(c), Section 38.
- b. The Select Board has accepted and signed the Deed.
- c. BUYER has determined it will be able to obtain all licenses or other permits and approvals, which are necessary to the purchase, including without limitation approvals from the Town Meeting, Select Board, Planning Board, Conservation Commission and Board of Health of the Town of Andover.
- d. BUYER has determined that there are available to the Premises adequate access and utilities for BUYER's proposed uses of the Premises.

- e. SELLER's representations under paragraph 13 are true and correct at the Escrow Closing Date or Extended Closing Date.
- f. Andover Town Meeting has approved the appropriation of funds sufficient to purchase the Premises and the Select Board has approved and executed the Deed tendered by the Seller under Paragraph 3.
- g. All personal property, vehicles, equipment and animals shall be removed from the Premises by the Seller, including but not limited to vehicles, trailers, storage facilities, equipment and animals, from the land, house, barn and sheds, before the pre-closing inspection by the Buyer which shall take place not later than 5 days prior to closing, with the exception of the International Truck hood and such personal property left in the barn by the Seller with the approval of the Buyer at the pre-closing inspection, which shall become the property of the Buyer upon recording of the Deed, whereupon the Seller shall have no claim with regard to any personal property left on the Premises. All animals on the Premises shall be removed by the Seller before the pre-closing inspection by the Buyer which shall take place not later than 5 days prior to closing. In addition to the pre-closing inspection, Buyer shall be allowed to inspect the Premises on the Closing Date to determine compliance with this condition. Subject to the conditions of this paragraph, the property is being sold "AS IS".
- h. The conditions of the Purchase and Sale Agreements for 138 Chandler Road and 0 Cross Street and 140 Chandler Road have been satisfied and the Select Board has received, accepted and signed the deeds to both the premises at 138 Chandler Road and 0 Cross Street and 140 Chandler Road and the deeds to both 138 Chandler Road and 0 Cross Street and 140 Chandler Road are recorded at the same time.

**16. Representation as to Brokers.**

BUYER and SELLER each represents to the other that it has not dealt with any broker or any other person in connection with this purchase of the Premises. and agree that each will hold harmless and indemnify the others from any loss, cost, damage, liability, claim or expense, including reasonable attorney's fees, incurred by BUYER or SELLER, as the case may be, for a commission or finder's fee as a result of the falseness of this representation.

**17. Notices.**

Any notices required to be made, pursuant to this Agreement shall be effective and deemed duly given if in writing and either delivered in hand or sent by (a) registered first class mail, postage prepaid, return receipt requested, (b) overnight express courier or (c) facsimile, or (d) email, to:

if to BUYER: - Andrew Flanagan, Town Manager  
Andover Town Hall  
36 Bartlet Street  
Andover, MA 01810

with a copy  
sent in the  
same manner to: - Thomas J. Urbelis, Town Counsel  
Andover Town Hall  
36 Bartlet Street  
Andover, Massachusetts 01810

if to SELLER: - Michael E. Lombard, Esq.  
Touchstone Closing & Escrow, LLC  
27 Main Street  
Andover, Massachusetts 01810  
Tel: 978-475-1896 Fax: 978-482-0270  
mlombard@touchstoneclosing.com

with a copy  
sent in the  
same manner to: - Robert A. Park, Jr. and Joan A. Park  
140 Chandler Road  
Andover, MA 01810

**18. Buyer's Investigation and Use of Premises.**

Until the Original Closing Date or Extended Closing Date, BUYER and its agents, employees and contractors shall have the right, from time to time, at BUYER's sole cost, expense, risk and hazard to enter upon the Premises to make, or cause to be made appraisals, engineering and development findings in respect thereto, and such investigations and inspections of the Premises as the Buyer deems to be necessary and appropriate. If the BUYER is not satisfied with the results of said inspections, at the BUYER'S sole discretion, the BUYER may terminate this Agreement by giving written notice thereof and by furnishing copies of all written reports stating the results of such inspection to the SELLER and thereupon this Agreement shall be terminated and all obligations of all parties hereto shall terminate and this Agreement shall be void and without recourse to the parties thereto.

**19. Closing Documents.**

(A) At the Escrow Closing Date or Extended Closing Date, SELLER shall execute and deliver to BUYER the following documents:

- a. The deed called for in paragraph 2,;
- b. The Certificates of Seller in the forms attached as Exhibits C, D, E, and F.
- c. The Release in the form attached as Exhibit H;
- d. Affidavit of Seller setting forth Seller's U.S. Taxpayer Identification Number and Foreign Investment and Real Property Tax Act (FIRPTA) Affidavit;
- e. Owners affidavits regarding parties in possession and indemnities regarding mechanics liens in such form and content as is necessary to induce Buyer's Title Insurance company to delete the "standard exceptions" pertaining to parties in possession and mechanics' liens and to permit Buyer to obtain title insurance on the Premises subject only to the Permitted Encumbrances or subject to standard exception contained in the policy including any so-called "preprinted exceptions" acceptable to Buyer; With the exception of a customary form Mechanic Lien/Parties in Possession Affidavit, SELLER shall not be required to sign a so-called survey affidavit or any document that makes any representation as to boundaries, title, encroachments, or compliance with zoning, building or other laws and shall not be considered in default if SELLER refused to do so at Closing.
- f. An executed Closing Statement in form and substance reasonably acceptable to Seller, Buyer and Escrow Agent;
- g. A copy of the Disclosure Notice which has been filed pursuant to Chapter 7, Section 40J with the Commission of Capital Asset Management and Maintenance;
- h. A payoff statement for any mortgage outstanding on the premises. Any discharge tracking fee(s) charged to SELLER on the Settlement Statement shall not exceed \$95.00 per encumbrance.
- i. Such other instruments as BUYER and/or Title Company may reasonably and customarily have requested for the purpose of carrying out the transaction contemplated by this Agreement, including, without limitation, documents for the purpose of confirming proper and lawful execution of closing documents in

accordance with this Agreement and applicable law, and documents required by the Buyer's title insurer as a condition to the issuance of title insurance as provided in Paragraph 18 hereof.

(B) At Closing, Buyer shall execute and/or deliver to Seller or Escrow Agent the following items (collectively, "Buyer's Deliveries"): (i) a closing statement, (ii) the Purchase Price, (iii) certified copy of the Town Meeting Vote Authorizing Purchase of Land, (iv) a Certificate of Municipal Liens, (v) such other instruments and documents as Seller and/or the Title Company may reasonably request, including, without limitation, documents for the purpose of confirming the proper and lawful execution and delivery of closing documents in accordance with this Agreement and applicable provisions of Massachusetts law, provided that any documents requiring execution by the Buyer shall be delivered by the Seller to the Andover Town Counsel by at least 15 days prior to the Escrow Closing Date or Extended Closing Date.

**20. Title Insurance.**

BUYER's performance hereunder is also conditioned upon title to the Premises being insurable at regular rates on a standard ALTA Form B Owner's Insurance Policy, without exception for any matter not objected to by BUYER. BUYER or BUYER'S counsel shall be solely responsible to perform and pay for their own title review prior to closing.

**21. No Other Agreements.**

SELLER hereby represents, and covenants that the Premises are not and will not be the subject of any outstanding agreements with any party pursuant to which any such party may acquire any interest herein, and that there are no contracts or agreements to which SELLER is a party, including any tenancy or occupancy agreements, which affect the Premises and which will survive the Original Closing Date or Extended Closing Date.

**22. REBA Standards.**

Any manner of practice arising under or relating to this agreement which is the subject of a title standard or a practice standard of the Massachusetts Real Estate Bar Association at the Original

Closing Date or Extended Closing Date shall be governed by said title standard or practice standard to the extent applicable.

**23. Disclaimer of Warranties and Representations.**

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has the BUYER relied upon any warranties or representations not set forth or incorporated in this Agreement.

**24. Buyer's Authorization**

The parties further acknowledge that notwithstanding anything to the contrary contained herein, this Agreement shall not be considered a binding agreement until Buyer has fully complied with the thirty (30) day publication period set forth in G.L. c. 30B, Section 16(e)(2), the Disclosure of Beneficial Interests form required by G.L. c. 7(c), Section 38 has been executed and filed by the Seller, and until this Agreement has been authorized by the Select Board.

**25. Other Documents.**

At the time SELLER executes this Agreement, SELLER shall also sign and deliver to BUYER the certificates and disclosures of SELLER attached hereto as Exhibits C, D and E, and this Agreement shall not be valid until and unless SELLER has so signed and delivered same.

**26. Governing Law.**

This Agreement shall be governed by Massachusetts law.

**27. Seller Representations.**

All of Seller's representations under this Agreement, INCLUDING ALL RIDERS AND ADDENDA, are to the Seller's actual knowledge, and without conducting any independent investigation or inquiry and are not intended to imply or create any obligation for the Seller to take additional actions or more further inquiry with regard to any topics contained within this Agreement or elsewhere, including, but not limited to, documents, to be executed in conjunction with the Closing; furthermore, it is acknowledged and agreed by the Parties that any such representations shall not constitute a representation or warranty against the existence of such conditions about which Seller has

no knowledge, nor a representation or warranty against the discovery or occurrence of such conditions. The provisions of this paragraph shall survive the Closing and delivery of the Deed hereunder.

**28. Condition of Purchase**

All personal property, vehicles, equipment and animals shall be removed from the Premises by the Seller, including but not limited to vehicles, trailers, storage facilities, equipment and animals, from the land, house, barn and sheds, before the pre-closing inspection by the Buyer, with the exception of the International Truck hood and such personal property left in the barn by the Seller with the approval of the Buyer at the pre-closing inspection, and which shall become the property of the Buyer upon recording of the Deed, whereupon the Seller shall have no claim with regard to any personal property left on the Premises.. All animals on the Premises shall be removed by the Seller before the pre-closing inspection by the Buyer which shall take place not later than 5 days prior to closing. In addition to the pre-closing inspection Buyer shall be allowed to inspect the Premises on the Closing Date to determine compliance with this condition. Subject to the conditions of this paragraph, the property is being sold "AS IS".

**29.** Seller, for itself and its heirs, successors, assigns, and beneficiaries waives any and all objections to the future use of the Property by the Buyer or its successors or assigns. The provisions of this paragraph shall survive the Closing and delivery of the Deed hereunder.

**INHABITANTS OF TOWN OF ANDOVER**

**SELLER:**

By:

\_\_\_\_\_  
Robert A. Park, Jr

\_\_\_\_\_  
Andrew P. Flanagan, Town Manager,  
as authorized by vote of the Select Board

\_\_\_\_\_  
Joan A. Park

Date:\_\_\_\_\_

Date:\_\_\_\_\_

## **EXHIBIT A**

### **LEGAL DESCRIPTION**

The land with the buildings thereon in Andover, Essex County, Massachusetts, shown as B-1 on Plan of Land entitled: "Plan of Land in Andover, Mass., Prepared for the Town of Andover, Date: April 26, 2021, Scale: 1"=80', Andover Consultants, Inc." containing 79,196 square feet, more or less, all as more particularly described on said Plan. For tile reference see deed recorded at North Essex Registry of Deeds in Book 3928, Page 82.



**COMMONWEALTH OF MASSACHUSETTS**

Essex, SS. \_\_\_\_\_, 2021

On this day, before me, the undersigned Notary Public, personally appeared Robert A. Park, Jr and Joan A. Park

, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

Post Office Address of Grantee:  
Andover Town Offices  
36 Bartlet Street  
Andover, MA 01810

Street Address of Property:  
140 Chandler Road  
Andover, MA 01810

**ACCEPTANCE BY SELECT BOARD**

The Select Board of the Town of Andover hereby accepts the foregoing conveyance to the Town of Andover.

EXECUTED as an instrument under seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Town of Andover Select Board

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COMMONWEALTH OF MASSACHUSETTS**

Essex, SS. \_\_\_\_\_, 2021

On this day, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose, as members of the Select Board of the Town of Andover.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

EXHIBIT A  
PROPERTY DESCRIPTION

The land with the buildings thereon in Andover, Essex County, Massachusetts, shown as B-1 on Plan of Land entitled: "Plan of Land in Andover, Mass., Prepared for the Town of Andover, Date: April 26, 2021, Scale: 1"=80', Andover Consultants, Inc." containing 79,196 square feet, more or less, all as more particularly described on said Plan. For tile reference see deed recorded at North Essex Registry of Deeds in Book 3928, Page 82

**EXHIBIT C**

**CERTIFICATE OF COMPLIANCE WITH TAX LAWS**

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, we certify under the penalties of perjury that \_\_\_\_\_ (“Grantor”) has filed all Massachusetts state tax returns; has complied with all Massachusetts laws relating to taxes; and has paid all Massachusetts state taxes required under law.

Dated: \_\_\_\_\_, 2021

\_\_\_\_\_  
ROBERT A. PARK, JR.

\_\_\_\_\_  
JOAN A. PARK

**EXHIBIT D**

**CERTIFICATE OF NON-COLLUSION**

The undersigned certify under the penalties of perjury that the foregoing Agreement has been obtained in good faith and without collusion or fraud with any other person (as used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals).

Dated: \_\_\_\_\_, 2021

\_\_\_\_\_  
ROBERT A. PARK, JR.

\_\_\_\_\_  
JOAN A. PARK

EXHIBIT E

**DISCLOSURE STATEMENT FOR  
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY  
M.G.L. c. 7(C), s. 38 (formerly M.G.L. c. 7, s. 40J)**

**INSTRUCTION SHEET**

**NOTE:** The Division of Capital Asset Management and Maintenance (DCAMM) shall have no responsibility for insuring that the Disclosure Statement has been properly completed as required by law. Acceptance by DCAMM of a Disclosure Statement for filing does not constitute DCAMM's approval of the Disclosure Statement or the information contained therein. Please carefully read M.G.L. c. 7(C), s. 38 which is reprinted in Section 7 of the Disclosure Statement.

**Paragraph (1):** Identify the real property, including its street address, and city or town. If there is no street address then identify the property in some other manner such as the nearest cross street and its tax assessors' parcel number.

**Paragraph (2):** Identify the type of transaction to which the Disclosure Statement pertains --such as a sale, purchase, lease, etc.

**Paragraph (3):** Insert the exact legal name of the disclosing party. Indicate whether the disclosing party is an individual, tenants in common, tenants by the entirety, corporation, general partnership, limited partnership, LLC, or other entity. If the disclosing party is the trustees of a trust then identify the trustees by name, indicate that they are trustees, and add the name of the trust.

**Paragraph (4):** Indicate the role of the disclosing party in the transaction by checking one of the blanks. If the disclosing party's role in the transaction is not covered by one of the listed roles then describe the role in words.

**Paragraph (5):** List the names and addresses of **every** legal entity and **every** natural person that has or will have a **direct or indirect** beneficial interest in the real property. The only exceptions are those stated in the first paragraph of the statute that is reprinted in section 7 of the Disclosure Statement form. If the disclosing entity is another public entity such as a city or town, insert "inhabitants of the (name of public entity)." If the disclosing party is a non-profit with no individual persons having any beneficial interest then indicate the purpose or type of the non-profit entity. If additional space is needed, please attach a separate sheet and incorporate it by reference into paragraph 5.

**Paragraph (6):** Write "none" in the blank if none of the persons mentioned in paragraph 5 are employed by DCAMM. Otherwise list any parties disclosed in paragraph 5 that are employees of DCAMM.

**Paragraph (8):** Make sure that the Disclosure Statement is signed by the correct person. If a disclosing party is a corporation, please make sure that the Disclosure Statement is signed by a duly

authorized officer of the corporation as required by the statute reprinted in paragraph 7 of the Disclosure Statement.

The completed and signed Disclosure Statement should be mailed or otherwise delivered to:

Deputy Commissioner for Real Estate  
Division of Capital Asset Management and Maintenance  
One Ashburton Place, 15<sup>th</sup> Floor, Boston, MA 02108

**DISCLOSURE STATEMENT**  
**PARTY TO REAL PROPERTY TRANSACTION WITH A PUBLIC AGENCY**  
**M.G.L. c. 7(C), s. 38 (formerly M.G.L. c. 7, s. 40J)**

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) REAL PROPERTY:

The land with the buildings thereon at 140 Chandler Road, Andover, MA as described in Exhibit A attached.

(2) TYPE OF AGREEMENT, TRANSACTION, or DOCUMENT:

Purchase and Sale Agreement  
Seller: Robert A. Park, Jr. and Joan A. Park  
Buyer: Town of Andover

(3) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY (IF PARTY IS NOT AN INDIVIDUAL):

Robert A. Park, Jr. and Joan Park

(4) ROLE OF PARTY (Check appropriate role):

\_\_\_\_ Lessor/Landlord    \_\_\_\_ Lessee/Tenant  
\_\_\_\_ X Seller/Grantor    \_\_\_\_ Buyer/Grantee  
\_\_\_\_ Other (Please describe):

(5) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding

stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7(C), s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME

RESIDENCE

- (6) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert “none” if none):

None

- (7) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7(C), Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

*No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee’s interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.*

*Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.*

*The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.*

- (8) This statement is hereby signed under penalties of perjury.

---

DATE

---

ROBERT A. PARK, JR.

---

JOAN A. PARK

EXHIBIT A  
PROPERTY DESCRIPTION

The land with the buildings thereon in Andover, Essex County, Massachusetts, shown as B-1 on Plan of Land entitled: "Plan of Land in Andover, Mass., Prepared for the Town of Andover, Date: April 26, 2021, Scale: 1"=80', Andover Consultants, Inc." containing 79,196 square feet, more or less, all as more particularly described on said Plan. For tile reference see deed recorded at North Essex Registry of Deeds in Book 3928, Page 82

**EXHIBIT F**

**CERTIFICATE OF SELLER**

The undersigned hereby certifies, pursuant to Paragraph 27 of the Purchase and Sale Agreement, that the representations contained in paragraph 13 of a certain Purchase and Sale Agreement for the sale of property known as 140 Chandler Road, in Andover, Massachusetts, executed on \_\_\_\_\_, 2021, a copy of which is attached hereto, are true and correct in all material respects and that we have performed or complied with all of the agreements of the undersigned to the extent such performance or compliance is required prior to or on the Original Closing Date under said Purchase and Sale Agreement.

Dated: \_\_\_\_\_, 2021

\_\_\_\_\_  
ROBERT A. PARK, JR.

\_\_\_\_\_  
JOAN A. PARK

EXHIBIT G

ORDER OF TAKING  
CHANDLER ROAD

**WHEREAS, THE INHABITANTS OF THE TOWN OF ANDOVER** voted in favor of a motion made under Article 35 at the Annual Town Meeting held on June 5, 2021 which motion provided:

**NOW, THEREFORE,** the Select Board of the Town of Andover, acting pursuant to the authority granted to it by the aforesaid vote of the Town Meeting, and in accordance with the provision of Massachusetts General Laws, Chapter 79 and all other power and authority to it granted or implied, **DOES HEREBY TAKE BY EMINENT DOMAIN IN FEE SIMPLE**, for the purposes set forth in said vote of the Town Meeting, the parcel of land with the buildings thereon known as 140 Chandler Road as described in Deed recorded in the North Essex District Registry of Deeds in Book , Page , and more particularly described in Appendix A attached hereto and incorporated by reference herein, together with all easements and rights appurtenant thereto, including the trees standing thereon and excluding any and all easements for public and private utilities and excluding any and all easements for public highways and public travel in and to any and all streets and public ways included within and/or contiguous or adjacent to said area.

The amount of Six Hundred Thousand (\$600,000.00) Dollars has already been paid to Robert A. Park, Jr. and Joan A. Park.

This Order of Taking is to clear any title issues, if any, with regard to the Town's acquisition of said land.

The Select Board of the Town of Andover, on behalf of The Inhabitants of the Town of Andover, hereby execute this Taking on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

THE INHABITANTS OF THE  
TOWN OF ANDOVER

By and through its  
SELECT BOARD

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COMMONWEALTH OF MASSACHUSETTS**

**Essex, ss:**

**, 2021**

On this \_\_\_\_\_ of \_\_\_\_\_, 2021, before me, the undersigned notary public, personally appeared \_\_\_\_\_, who is personally known to me and who is person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose,

\_\_\_\_\_  
Notary Public  
My commission expires:

ORDER OF TAKING

APPENDIX A

LEGAL DESCRIPTION

The land with the buildings thereon in Andover, Essex County, Massachusetts, shown as B-1 on Plan of Land entitled: "Plan of Land in Andover, Mass., Prepared for the Town of Andover, Date: April 26, 2021, Scale: 1"=80', Andover Consultants, Inc." containing 79,196 square feet, more or less, all as more particularly described on said Plan. For tile reference see deed recorded at North Essex Registry of Deeds in Book 3928, Page 82

**EXHIBIT H**

**RELEASE**

**We, Robert A. Park, Jr. and Joan A. Park**, in consideration of Six Hundred Thousand (\$600,000.00) Dollars paid, hereby release the Town of Andover from all claims for damages, pursuant to Massachusetts General Laws, Chapter 79, or otherwise due to the taking by eminent domain for public purposes, of the land in Andover, Essex County, Massachusetts more particularly described in Exhibit A attached hereto.

Witness the execution hereof this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
ROBERT A. PARK, JR.

\_\_\_\_\_  
JOAN A. PARK

EXHIBIT A  
PROPERTY DESCRIPTION

The land with the buildings thereon in Andover, Essex County, Massachusetts, shown as B-1 on Plan of Land entitled: "Plan of Land in Andover, Mass., Prepared for the Town of Andover, Date: April 26, 2021, Scale: 1"=80', Andover Consultants, Inc." containing 79,196 square feet, more or less, all as more particularly described on said Plan. For tile reference see deed recorded at North Essex Registry of Deeds in Book 3928, Page 82

Motion for Purchase and Sale Agreements for 138 Chandler Road 0 Cross Street and 140 Chandler Road

I move, subject to a title search of the properties which is satisfactory to Town Counsel, to authorize the Town Manager to sign the Purchase and Sale Agreements for the purchase of the properties at 138 Chandler Road and 0 Cross Street and 140 Chandler Road.

## Amendments to Traffic Rules and Regulations

## **Kathryn Forina**

---

**From:** Glen Ota  
**Sent:** Friday, August 20, 2021 7:44 AM  
**To:** Kathryn Forina  
**Subject:** Request for isolated stop signs  
**Attachments:** Liberty Street.png; Larchmont.png; Hay Bale.png

Good morning,

I'd like to request 3 isolated stop signs to the Select Board.

### **SCHEDULE 3 Article VII, Section 9 Isolated Stop Signs**

1. Hay Bale Road
2. Larchmont Circle
3. Liberty Street

Although they do not meet the requirements of the Manual of Uniform Traffic Control Devices (MUTCD), those streets used to end at a T intersection. Now that they continue across another roadway that has the right of way, it appears that they do not have to stop for cross traffic.

I have attached photographs of the streets. Note that Liberty Street has a stop sign on the other side.



STOP

Hay Bale Rd

Google



Stop

Larchmont



Google



Liberty St

STOP

Google

Motion for Amendments to Traffic Rules and Regulations

I move to approve the following amendments to the Traffic Rules and Regulations as presented by the Andover Police Safety Officer:

Schedule 3, Article VII, Section 9 – Isolated Stop Signs

Location:

1. Hay Bale Road
2. Larchmont Circle
3. Liberty Street

Open Meeting Law Complaints



# OPEN MEETING LAW COMPLAINT FORM

Office of the Attorney General  
One Ashburton Place  
Boston, MA 02108

Please note that all fields are required unless otherwise noted.

## Your Contact Information:

First Name: Michael Last Name: Meyers

Address: 416 South Main Street

City: Andover State: MA Zip Code: 01810

Phone Number: 617-901-4231 Ext. \_\_\_\_\_

Email: mmeyers@mjmdev.net

Organization or Media Affiliation (if any): Andover Citizen

Are you filing the complaint in your capacity as an individual, representative of an organization, or media?

(For statistical purposes only)

Individual  Organization  Media

## Public Body that is the subject of this complaint:

City/Town  County  Regional/District  State

Name of Public Body (including city/town, county or region, if applicable): Select Board -Town Of Andover

Specific person(s), if any, you allege committed the violation: Chris Huntress, Chair, Select Board

Date of alleged violation: 8/30/21

## Description of alleged violation:

Describe the alleged violation that this complaint is about. If you believe the alleged violation was intentional, please say so and include the reasons supporting your belief.

Note: This text field has a maximum of 3000 characters.

Good afternoon

The Town of Andover has allowed the Town Manager to foster a hostile work environment.

Forty three senior managers and their staffs have been forced to resign due to the abusive and vengeful behavior of the Town Manager. The Select Board has received numerous verbal complaints about this environment for the past 4 years and chooses to ignore it. The former employees are fearful for their families and new employment opportunities by filing formal complaints. The Town recently announced an investigation into the complaints from three youth workers alleging further abuse. I asked the Town the following questions relative to the investigation and my questions were ignored at the 8/30/21 Select Board meeting and I was informed Town counsel will not permit the Board to respond.

Questions to the Select board:

1. Can you please share with the community the criteria and selection process for hiring the employment law firm from Framingham to address the Andover hostile work environment claims from current and former employees?
2. Was there a posted competitive bid process and did you receive proposals from other employment law firms?
3. Can you please make the Framingham contract an open document that the community can review?
4. What is the scope and timing of the proposed inquiry?
5. What are the interview protocols to ensure employee confidentiality and mitigate any fear of management retaliation?
6. Please explain if the SB will be setting up a hostile work environment review committee with citizen participation?
7. Finally, can you please explain how the Town can ensure an independent third party review when Town management is both the client and focus of the investigation?

Thanks so much for your assistance. The atmosphere is vengeful and scary for many Andover residents.

Mike Meyers  
617-901-4231

What action do you want the public body to take in response to your complaint?

Note: This text field has a maximum of 500 characters.

1. I would like the Town to comply with public meeting and competitive bidding laws.
2. I would like the Town to answer my questions fully and in writing.
3. I would like the Town to convene a full and impartial third party investigation of the system wide hostile work environment claims against the Town Manager

## Review, sign, and submit your complaint

### I. Disclosure of Your Complaint.

**Public Record.** Under most circumstances, your complaint, and any documents submitted with your complaint, is considered a public record and will be available to any member of the public upon request.

**Publication to Website.** As part of the Open Data Initiative, the AGO will publish to its website certain information regarding your complaint, including your name and the name of the public body. The AGO will not publish your contact information.

### II. Consulting With a Private Attorney.

The AGO cannot give you legal advice and is not able to be your private attorney, but represents the public interest. If you have any questions concerning your individual legal rights or responsibilities you should contact a private attorney.

### III. Submit Your Complaint to the Public Body.

The complaint must be filed first with the public body. If you have any questions, please contact the Division of Open Government by calling (617) 963-2540 or by email to [openmeeting@state.ma.us](mailto:openmeeting@state.ma.us).

By signing below, I acknowledge that I have read and understood the provisions above and certify that the information I have provided is true and correct to the best of my knowledge.

Signed: Michael Meyers

Date: 9/2/21



# OPEN MEETING LAW COMPLAINT FORM

Office of the Attorney General  
One Ashburton Place  
Boston, MA 02108

Please note that all fields are required unless otherwise noted.

## Your Contact Information:

First Name: Kathleen Last Name: Grant

Address: 83 Morton Street

City: Andover State: MA Zip Code: 01810

Phone Number: (978) 806-1102 Ext. \_\_\_\_\_

Email: grant.kathleen.l@gmail.com

Organization or Media Affiliation (if any): \_\_\_\_\_

Are you filing the complaint in your capacity as an individual, representative of an organization, or media?

(For statistical purposes only)

Individual  Organization  Media

## Public Body that is the subject of this complaint:

City/Town  County  Regional/District  State

Name of Public Body (including city/town, county or region, if applicable): Select Board, Town of Andover

Specific person(s), if any, you allege committed the violation: Select Board Chairperson Chris Huntress and Town Manger Andrew Flanagan

Date of alleged violation: 8/12, 8/16, & 8/30/2021

**Description of alleged violation:**

Describe the alleged violation that this complaint is about. If you believe the alleged violation was intentional, please say so and include the reasons supporting your belief.

Note: This text field has a maximum of 3000 characters.

See attached

What action do you want the public body to take in response to your complaint?

Note: This text field has a maximum of 500 characters.

See attached

**Review, sign, and submit your complaint**

**I. Disclosure of Your Complaint.**

**Public Record.** Under most circumstances, your complaint, and any documents submitted with your complaint, is considered a public record and will be available to any member of the public upon request.

**Publication to Website.** As part of the Open Data Initiative, the AGO will publish to its website certain information regarding your complaint, including your name and the name of the public body. The AGO will not publish your contact information.

**II. Consulting With a Private Attorney.**

The AGO cannot give you legal advice and is not able to be your private attorney, but represents the public interest. If you have any questions concerning your individual legal rights or responsibilities you should contact a private attorney.

**III. Submit Your Complaint to the Public Body.**

The complaint must be filed first with the public body. If you have any questions, please contact the Division of Open Government by calling (617) 963-2540 or by email to openmeeting@state.ma.us.

By signing below, I acknowledge that I have read and understood the provisions above and certify that the information I have provided is true and correct to the best of my knowledge.

Signed: Kathy Howard

Date: 9/6/2021

For Use By Public Body  
Date Received by Public Body:

For Use By AGO  
Date Received by AGO:

**Description of alleged violation:**

Describe the alleged violation that this complaint is about. If you believe the alleged violation was intentional, please say so and include the reasons supporting your belief.

The Andover Select Board policy violations were intentional to deprive the public of the opportunity to provide input and commentary. The public is excluded from giving comments because some meetings are held in private, in other cases the time allowed for public comment is too brief for the number of issues, and/or we cannot get specific topics added to the agenda by the process outlined in Policy Guidelines Select Board Town of Andover (PGSBTA).  
<https://andoverma.gov/DocumentCenter/View/8269/Select-Board-Policies-Updated-62020>.

1. The special Andover Select Board meeting at 8.30 am on Thurs. 8/12/21 was private. No Zoom link was provided although it was requested on 8/11/21. There was no way for the public to participate or even to witness the meeting.
2. The Town Manager review process was the only item of regular business on 8/12/21. The minutes are not posted yet and this item has not been added to the agenda of the following 'public' meetings.
3. Agenda item "IV. Citizens Petitions and Presentations" (public comments) was not on the agenda for 8/12/21 and it was moved to the last item on the agenda on 8/16/21 and 8/30/21. The PGSBTA states "Order of Agenda – The business of all regular meetings of the Select Board shall be transacted in the following order:... IV. Citizens Petitions and Presentations [public comments] V. Regular Business." Public comments are always before regular business. The Town Manager makes the agenda.
4. The Chairperson of the Select Board invited one town employee to speak in advance of the public comment session on 8/16. She spoke for over 3 min. and appeared to address her comments to those attending and not the Chairperson. She should have been her own agenda item. We, the uninvited public, line up to speak. Those, who spoke, were only given 2 minutes. Many people, who wanted to speak, were not given the opportunity before the Select Board walked out.
5. I submitted an agenda item for the 8/16/21 meeting to the Town Manager, Select Board and Town Clerk on or before 8/10/21. Citizens can submit agenda items. It was not on the 8/16/21 and 8/30/21 agendas. At the 8/16/21 meeting no time was given to me and/or the NDA lawyer to speak during public comments. We were both present on 8/16/21.
6. There were at least 7 additional topics that people planned to bring to the attention of the Select Board on 8/16/21, but these concerns and petitions were not discussed during the abbreviated public comments time.
7. What happens when the Select Board breaks the law and/or its own policy guidelines?

What action do you want the public body to take in response to your complaint?

1. Andover Select Board meetings must comply with the Public Meeting Laws. The State needs to take action to enforce adherence to these laws since the Select Board of the Town of Andover, despite being made aware of the violations, refuses to do so. Perhaps the State needs to chair the Select Board meetings.
2. The Select Board must follow the PGSBTA. I want the Select Board to answer question 7 with respect to the PGSBTA
3. Add citizens' items to the agenda and give enough time in public comments for the citizens to speak to the myriad of issues facing Andover now.

Motion for Open Meeting Law Complaints

I move that the Board delegate to Town Counsel the responsibility to respond to Michael Meyers's open meeting law complaint regarding the August 30, 2021 Select Board meeting and the responsibility to respond to Kathleen Grant's open meeting law complaints regarding the August 12, 2021, August 16, 2021 and August 30, 2021 Select Board meetings.

## Update on Andover Youth Services

Motion to Approve Timeline for AYS Steering Committee Timeline

I move to approve the timeline for the Andover Youth Services Steering Committee as presented this evening.

## Consent Agenda

<b>Department</b>	<b>Name</b>	<b>Position</b>	<b>Rate/Term</b>	<b>Date of Hire</b>
Information Technology	Brian Smith <i>(Joseph Hadley)</i>	Technical Specialist I	\$62,441.30/yr	9/20/2021
Department of Public Works	Charles Valles <i>(Nicholas Morasse)</i>	Equipment Operator 2	\$57,395.51/yr	9/14/2021
Department of Public Works	Christopher George <i>(Jason Ouellette)</i>	Equipment Operator 1	\$55,698.97/yr	9/14/2021
Community Services – Youth Services	Patricia Carey	Temporary Transitional Leader	\$50.00/hr	9/1/2021
Community Services – Youth Services	Jessica Wildfong	Temporary Program Coordinator	\$40.00/hr	9/4/2021
Community Services – Youth Services	Guilford Allen	Temporary Program Coordinator	\$40.00/hr	9/7/2021
Community Services – Youth Services	Audrey Frater	Temporary Program Coordinator	\$40.00/hr	9/9/2021
Community Services – Youth Services	Rebecca Gilbert	Temporary Program Coordinator	\$40.00/hr	9/7/2021
Community Services – Youth Services	Saraina Hernandez	Temporary Program Coordinator	\$40.00/hr	9/7/2021
Community Services – Youth Services	Devon Murphy	Temporary Program Coordinator	\$40.00/hr	9/7/2021
Community Services – Recreation	Sharon Garvin	Kid Care Site Director	\$27.00/hr	9/15/2021
Community Services – Recreation	MaryKate Allard	Kid Care Group Leader 3	\$19.00/hr	8/31/2021
Community Services – Recreation	Patricia Simpson	Kid Care Group Leader 3	\$19.00/hr	9/15/2021
Community Services – Recreation	Manisha Behera	Kid Care Group Leader 2	\$18.25/hr	8/30/2021
Community Services – Recreation	Lisa Marini	Kid Care Group Leader 2	\$18.25/hr	8/30/2021
Community Services – Recreation	Laura Brindle	Kid Care Group Leader 1	\$17.50/hr	9/1/2021
Community Services – Recreation	Teagan Deery-Interlande	Kid Care Group Leader 1	\$17.50/hr	8/30/2021
Community Services - Recreation	Rudi Dunlap	Kid Care Group Leader 1	\$17.50/hr	9/15/2021
Community Services – Recreation	Sabrina Fullam	Kid Care Group Leader 1	\$17.50/hr	8/30/2021
Community Services – Recreation	Carmen Maria Gonzalez	Kid Care Group Leader 1	\$17.50/hr	9/15/2021

Community Services – Recreation	Deepa Nair	Kid Care Group Leader 1	\$17.50/hr	8/30/2021
Community Services – Recreation	Mia Chase	Kid Care Assistant Group Leader 1	\$14.00/hr	8/31/2021
Community Services – Recreation	Jacqueline Haney	Kid Care Assistant Group Leader 1	\$14.00/hr	8/30/2021
Community Services – Recreation	Marin King	Kid Care Assistant Group Leader 1	\$14.00/hr	8/31/2021
Community Services – Recreation	Katherine McCarthy	Kid Care Assistant Group Leader 1	\$14.00/hr	8/30/2021
Community Services – Recreation	Max McNeeley	Kid Care Assistant Group Leader 1	\$14.00/hr	8/30/2021
Community Services – Recreation	Aine Stuart	Kid Care Assistant Group Leader 1	\$14.00/hr	8/30/2021
Community Services – Recreation	Ryan Cotton	Kid Care Assistant Group Leader 1	\$14.00/hr	8/30/2021
Community Services – Recreation	Devon Higgins	Kid Care Assistant Group Leader 1	\$14.00/hr	8/30/2021
Community Services – Elder Services	Mary Catherine Torres	Per Diem Senior Center Drive	\$20.12/hr	9/14/2021
Memorial Hall Library	Brianna Caron-DiPietro	Library Assistant I - Sundays	\$35.00/hr	8/29/2021
Memorial Hall Library	Meaghan Brown	Library Assistant I - Sundays	\$35.00/hr	8/29/2021
Memorial Hall Library	Heather Maganzini	Library Assistant I - Sundays	\$35.00/hr	8/29/2021
Memorial Hall Library	Molly McIntyre	Library Assistant I - Sundays	\$35.00/hr	8/29/2021
Community Services – Recreation	Rachel Holliday	Seasonal	\$15.00/hr	8/24/2021
Community Services – Recreation	Laura Brindle	Kid Care	\$17.50/hr	9/1/2021
Town Governance Study Committee	Austin Simko	At-Large Member	Term Expires 6/30/2022	9/13/2021

Motion for Consent Agenda

I move to approve the appointments by the Town Manager as listed in the consent agenda.

## Meeting Minutes

**Select Board Meeting  
Minutes of  
Monday, July 19, 2021**

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**I. Call to Order**

Chairperson Chris Huntress called the Select Board Meeting of Monday, July 19, 2021 to order at 5:07 PM. Other Members in attendance: Annie Gilbert, Alex Vispoli, Dick Howe. Laura Gregory participated remotely.

**Others in Attendance:** Town Manager Andrew Flanagan, Asst. Town Manager, Patrick Lawlor, and Town Counsel Tom Urbelis.

**II. Opening Ceremonies**

A. Moment of Silence/Pledge of Allegiance

The meeting began with a Moment of Silence followed by a Salute to the Flag.

**III. Interviews for Tenant Appointment to Andover Housing Authority**

5:00 p.m.	Walter Thorburn
5:15 p.m.	Marga Linca
5:30 p.m.	Frank Ciaravolo
5:45 p.m.	Lynda Prenaveau
6:00 p.m.	Allan Knowles
6:15 p.m.	Nermin Morgan

The candidates were asked the following questions by a member of the Board:

- Tell us about your history in the Town of Andover and how long you have been a resident, and what has been your overall experience in Town?
  - What interests you about serving on the Andover Housing Authority?
  - Do you have any other experience serving on a public board, committee, or commission?
  - As the tenant appointment to the Andover Housing Authority, you will be a liaison for the residents, are you comfortable with taking criticism and making difficult decisions in a public setting?
  - As the tenant appointment, how do you plan on advocating for your fellow tenants?
- He sees that perhaps we can do more improve the area around the housing units to make it look more appealing.

*Meeting break at 5:45 PM and resumed at 6:05 PM.*

The Board was very impressed by each of the candidates that came forward out of a willingness to serve. The Board deliberated on the candidates.

Laura Gregory was impressed by Ms. Morgan's desire and passion to get involved, she is a parent and believes Ms. Morgan would be an excellent choice.

Laura Gregory moved to appoint Nermin Morgan to the Andover Housing Authority with a term to expire on March 28, 2023. Motion seconded by Annie Gilbert. Roll call: L. Gregory-Y, A. Gilbert-Y, D. Howe-Y, A. Vispoli-Y, C. Huntress-Y. Motion passes 5-0.

*At 6:42 PM the Board recessed.*

**The Chair resumed the meeting of the Select Board at 7:00 P.M.**

**IV. Communications/Announcements/Liaison Reports**

The Town Manager announced that the Grand Opening and Ribbon Cutting of the new Robb Center will be held on August 26<sup>th</sup> at 8:30 A.M. It will be a day-long event.

Tom Urbelis updated the Board on two matters relating to the litigation with Bill Fahey. On July 9<sup>th</sup>, the Town filed a very detailed response to a complaints and allegations and within the next week the Town will be filing a response to the letter from the Supervisor of Public Records that is commensurate with and relies upon the guidance the supervisor put in the letter. Atty. Kesten has requested that the Board not respond to any questions regarding the litigation with Mr. Fahey.

Alex Vispoli thanked the folks who supported the 4<sup>th</sup> of July Pancake breakfast and the Horribles Parade and his fellow board members and others who participated in the event. Alex also mentioned that there was an opportunity to testify in the House & Senate Committee on redistricting.

Annie Gilbert pointed out that information on events that are part of the 375<sup>th</sup> Andover Anniversary Celebration are available on the Town's website. AVIS and the Andover Conservation Commission are holding a 375<sup>th</sup> Anniversary hiking challenge. If you hike all 20 trails you will get a 375<sup>th</sup> backpack.

Chris Huntress mentioned that the Pancake Breakfast hosted and supported by the Andover Senior Center Friends Group [www.SCF.org](http://www.SCF.org) benefits and helps our seniors in Town.

Laura Gregory read a statement put out by Andover's Commission on Diversity, Equity, and Inclusion based on an incident that happened last week in North Andover. She also reported that the Dept. of Community Services is running cultural events on Monday nights.

**V. Citizens Petitions and Presentations**

Chairperson Chris Huntress announced that the Select Board does not discuss personnel issues. A large group of people were present and many spoke about the termination of Bill Fahey. Some of the comments included the following:

Suzanne Allen read a letter brought forward by several women in support of Bill Fahey. The letter was signed by many former and current AYS woman staff members. Karen Kim asked about the status of the public record requests on the firing of Bill Fahey. Roland Kim feels that the process that led to the removal of Bill Fahey is flawed. Cameron McCloud, said the Public Records Division found that the heavily redacted report had to be given to the court where the judge will decide the version of the report that will be released. Ben Levine, would like to see better oversight of the Town Manager

by the Select Board. Peg Campbell said justice has not been served and suggested that the Select Board have all been duped by this process and hopes that they will reconsider.

**VI. Regular Business**

**A. Proclamation Celebrating India's 75<sup>th</sup> Independence Day**

Chris Huntress read the proclamation Celebrating India's 75<sup>th</sup> Independence Day celebrated on August 15, 2021.

Dick Howe moved to issue a proclamation in commemoration of India's Independence Day on August 15, 2021 and encourage all residents to join the Indian Community to celebrate its 75<sup>th</sup> Independence Day. Motion seconded by Alex Vispoli. Roll call: D. Howe-Y, L. Gregory-Y, A. Gilbert-Y, A. Vispoli-Y, C. Huntress-Y. Motion passes 5-0.

**B. Town Manager and Select Board Goals Update**

Town Manager to provide an update on the Town Manager / Select Board Strategic Goals.

The goal reporting period is July 1 2020-June 30, 2021. Over the past several years they have tried to categorize the goals and have made changes as the challenges of the community have changed. This year presented challenges as we worked through a pandemic.

**Long-range Financial Planning**

Deliverables: Work with Revenue & Expenditure Task Force

Update: The Task Force studied revenue trends from the last fiscal year and receipt trends pre-Covid. Recommendations for all revenues were incorporated in the Long Range Financial Plan and the FY-22 Budget and to develop a Revenue Recommendation for the FY-22 Operating Budget to present to the Select Board. Revenue recommendation was presented.

Increase resident engagement by identifying a funding source for a participatory budget program which has been designed and will launch in August with a deadline to submit proposals by mid-October. An internal committee has been established to evaluate and select proposals.

Develop a plan and funding model for the Town's Major Obligations. Including the construction of West Elem/Shawsheen Preschool Building Project and the Integrated Financial Plan. Both of which were approved at Town Meeting. We have a funding strategy in place for OPEB.

**Citizen Response Management and Engagement**

Deliverables and Update:

The Town Manager's Office is working with HR and Collective Bargaining Organizations on the development of a comprehensive training and professional development program for front line staff. A permanent customer service center has been designed within the Town Offices Renovation.

An agreement regarding permanent changes to staffing complements to support centralized/shared services is being finalized with the Andover Independent Employees Association to maximize efficiencies through collective bargaining.

Provide Board with update on department and division goals. Each Department and Division presented its goals and provided an update on operations to the Board on April 10.

Shared the survey results from the Resident Public Opinion Survey results that were presented to the Board in November 2016.

Continued commitment to increase communication methods through all media platforms has been elevated through the pandemic. Andover continues to serve as a model for other communities in terms of community and social engagement.

### **Capital Improvements**

The Robb Center is open and active with daily programming. The transition to the new Fire Station is tentatively scheduled for August.

Design and design implantation schedule for access and customer service improves to Town offices – design is finalized but process delayed until costs are stabilized.

Continue to implement the Gas Disaster Recovery Plan and some project incremental updates to the Select Board. The plan due to Covid has been pushed out an additional year. Phase 3 of the Road Restoration is underway and the expanded Robb Center parking lot will be completed later this month. Reconstruction of Lots 1 and 2 downtown are fully designed and the work is expected to begin this fall. The Route 133 project has been submitted for 25% design and has been submitted for State Funding. Public meetings continue.

Town Meeting Funded Year 2 of the Board's Goal to develop the Capital Improvement Program. The Sidewalk program has been funded for \$1.9M over the past two years and improvements will be based on an updated master plan.

The School Committee and West Elem Bldg. Committee to provide direction and oversight of the School Building Project, including participation in the MSBA process.

### **Downtown Andover & Historic Mill District**

Outdoor dining zoning changes have been made permanent. The constructions of lots 1 and 2. Pending TM approval, the Town Yard Selection Committee has reviewed Phase 1 responses of the RFP and narrowed finalist down to four developers. The Selection Committee will review Phase 2 of the proposals in August and provide a recommendation to the Select Board in September/October.

### **River & Open Space Access**

Design and survey work for access to the Merrimack River Access project along the Heffron Right of Way and the GLTS Easement currently undergoing permitting through numerous environmental agencies. The Open Space Task Force was successful in

increasing access to our region's most scenic resources by constructing public pathways for recreation. Initiated feasibility study to construct pedestrian bridges at Dale Street. Design underway for Castle Heights ADA Fishing platform and part of the Shawsheen River Master Plan process, they will continue to look for enhanced opportunities along the entire river. Part time Manager began in April.

Continue to work collaboratively with the Merrimack River District Commission on regional solutions for improving the overall health of the Merrimack River.

### **Energy & Sustainability**

Began work on the emissions inventory phase of the Climate and Sustainability Action Plan was concluded on time. Funds were approved to continue Phase II of the work.

Andover Green Advisory Board, the CCA Design Team, and the Good Energy consultant worked together to name the program Andover Community Energy.

Opportunities to invest in Climate Resiliency through the Municipal Vulnerability Preparedness Grant program. They will continue to submit for funding.

Completed the Street Inventory of 16,000 trees in town with information available on the Town's website under available data.

### **Diversity, Equity, and Inclusion**

The community survey was completed in February 2021 with 1,461 individuals participating through an online anonymous survey representing a wide range of ethnic/racial identification and age. The diverse Working Group is presently working with the project consultant on the analysis of project data. The final report was released and the Town hosted a community forum on the results of the assessment/audit.

The Town is working with Crawford Collaborative Consulting on Implicit Bias and Culture Awareness Program for staff. The Commission on Diversity, Equity and Inclusion was appointed and has begun meeting. A total of 23 focus groups were held. Funding for the Diversity Equity and Inclusion Coordinator was approved at Town Meeting. A job description is in process and recruitment for the selection is expected to be completed this fall.

### **C. Zoning Board of Appeals Appointments**

The Select Board Sub-Committee consisting of Alex Vispoli and Laura Gregory completed the interviews meeting with six applicants for three openings; two Regular appointments and one Associate appointment.

Laura Gregory moved to appoint Elizabeth Oltman and Kathy Faulk as Regular Members of the Zoning Board of Appeals and Michael Novaria as an Associate Member of the Zoning Board of Appeals with terms to expire on June 30, 2024. Motion seconded by Alex Vispoli. Roll call: L. Gregory-Y, A. Gilbert-Y, D. Howe-Y, A. Vispoli-Y, C. Huntress-Y. Motion passes 5-0.

**VII. Consent Agenda**

A. Appointments by the Town Manager

Annie Gilbert moved to approve the appointments by the Town Manager as listed in the Consent Agenda. Motion seconded by Dick Howe. Roll call: L. Gregory-Y, A. Gilbert-Y, D. Howe-Y, A. Vispoli-Y, C. Huntress-Y. Motion passes 5-0.

<b>Department</b>	<b>Name</b>	<b>Position</b>	<b>Rate/Term</b>	<b>Date of Hire</b>
Facilities	David Ouellette <i>(Dwayne Scruton)</i>	Building Operations Manager	\$96,995.00/yr	8/2/2021
Department of Community Services	Amy Heidebrecht <i>(Christine Marshall)</i>	Office Assistant IV	\$54,758.99/yr	8/2/2021
Department of Community Services – Recreation	Nathalie Zannini <i>(Kourtney Crampton)</i>	Program Assistant II	\$54,302.25/yr	7/19/2021
Information Technology	Stephen Douglass	Temporary Department Assistant	\$50.00/hr	7/1/2021
Department of Public Works	David Van Dooren <i>(Robert Fraser)</i>	Vehicle Maintenance Working Foreman	\$39.35/hr	7/20/2021
Department of Public Works	Nicholas Morasse <i>(Benjamin Cloutier)</i>	Highway Maintenance Craftsperson	\$29.66/hr	7/20/2021
Department of Public Works	Jason Ouellette <i>(Joseph Thompson)</i>	Water Meter Reader/Maintenance Distribution Specialist	\$28.74/hr	7/20/2021
Department of Public Works	Jacob Anderson <i>(John Keenan)</i>	Water Maintenance Distribution Specialist 1	\$28.06/hr	7/20/2021
Department of Public Works	Eric Guazzaloca <i>(David Tiney)</i>	Water / Sewer Maintenance Specialist 1	\$28.32/hr	8/2/2021
Memorial Hall Library	Catherine Cunnio <i>(Terrie Floyd)</i>	Children’s Room Library Assistant	\$24.48/hr	8/2/2021
Memorial Hall Library	Sarah Margi <i>(Sarah Nourse)</i>	Children’s Room Library Aide	\$13.50/hr	7/20/2021
Community Services – Recreation	Catherine Bravo	Seasonal	\$15.00/hr	7/12/2021
Community Services – Recreation	Rachel Holliday	Seasonal	\$15.00/hr	7/12/2021
Community Services - Recreation	Jane Campbell	Seasonal	\$13.50/hr	7/2/2021
Community Services – Youth Services	Haywood Schwartz	Seasonal	\$13.50/hr	6/22/2021
Community Services – Youth Services	Felix Yang	Seasonal	\$13.50/hr	6/22/2021
Community Services – Youth Services	Kevin Zou	Seasonal	\$13.50/hr	6/22/2021

Investment Committee	Andrew Betts	Member	Term Expires 6/30/2024	7/1/2021
Investment Committee	Brian Carbone	Member	Term Expires 6/30/2024	7/1/2021
Investment Committee	Aidan Forde	Member	Term Expires 6/30/2024	7/1/2021
Investment Committee	Andrew Gribbel	Member	Term Expires 6/30/2024	7/1/2021
Investment Committee	Nancy Kimelman	Member	Term Expires 6/30/2024	7/1/2021
Commission on Disability	Katherine Ananis	Member	Term Expires 6/30/2022	7/1/2021
Spring Grove Cemetery Board of Trustees	Mark De Lisio	Member	Term Expires 6/30/2024	7/1/2021

**VIII. Approval of Minutes**

A. Board to approve minutes from the following meetings:

Alex Vispoli moved to approve the meeting minutes of April 10, 2021, June 1, 2021, June 5, 2021, and June 21, 2021 presented. Motion seconded by Annie Gilbert. Roll call: L. Gregory-Y, A. Gilbert-Y, D. Howe-Y, A. Vispoli-Y, C. Huntress-Y. (May 17 hold).

**IX. 2021 Select Board Meetings**

A. Board to consider voting to accept the following Select Board Meeting Schedule: September 13 and September 20, 2021; October 4 and October 18, 2021; November 1 and November 15, 2021; and December 6 and December 20, 2021.

Alex Vispoli asked to schedule a meeting for a mid-Year review.

Alex Vispoli moved to accept meeting schedule as printed. Motion seconded by Dick Howe. Roll call: L. Gregory-Y, A. Gilbert-Y, D. Howe-Y, A. Vispoli-Y, C. Huntress-Y. Motion passes 5-0.

**X. Adjourn**

At 8:48 P.M. Alex Vispoli moved to adjourn the Select Board Meeting of Monday, July 19, 2021. The motion was seconded by Dick Howe. L. Gregory-Y, A. Gilbert-Y, D. Howe-Y, A. Vispoli-Y, C. Huntress-Y. Motion passes 5-0.

Respectfully submitted,

Dee DeLorenzo  
Recording Secretary

**Select Board Meeting**  
Thursday, August 12, 2021 8:30 AM  
Virtual Meeting to be Recorded

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**I. Call to Order**

Chairperson Chris Huntress called the Select Board Meeting of Thursday, August 12, 2021 to order at 8:30 AM. Other members in attendance: Annie Gilbert, Laura Gregory, Alex Vispoli, and Dick Howe.

**Others in Attendance:** Town Manager Andrew Flanagan, Assistant Town Manager Patrick Lawlor, HR Director Jessica Porter, Town Counsel Tom Urbelis, Town Clerk Austin Simko, and Atty. Keston.

The meeting began with the Pledge of Allegiance.

Chris Huntress reported that there will be a meeting of the Select Board on Monday, August 16, 2021 where public comment will be welcome.

**II. Regular Business**

A. Town Manager Review Process

Board to review and approve Town Manager Review schedule and evaluation instrument.

The Select Board will be using the same evaluation instrument as in prior years but with the added opportunity to approve the goals themselves. An updated project report will be provided to the Board.

Andrew Flanagan provided the following information on the schedule for the Town Manager's Review.

July 19, 2021:	Update on the Town Manager's Goals was provided to the Board.
August 12, 2021:	The Select Board to approve the process.
August 20, 2021	The Town Manager to send the goal documents to the Board.
September 3, 2021:	Select Board to submit completed review to the HR Director.
September 20 <sup>th</sup>	Select Board to vote on the Town Manager's review.
TBD	Select Board Goal Workshop

The Board was asked if there were any questions about the timeline or process. Alex Vispoli said it is consistent with what has been done in the past.

Alex Vispoli moved to approve the process as outlined. Motion seconded by Dick Howe. Roll call: Alex Vispoli-Y, Dick Howe-Y, Annie Gilbert-Y, Laura Gregory-Y, Chris Huntress-Y. Motion passes 5-0.

**III. Consent Agenda**

**A. Appointments by the Town Manager**

Dick Howe moved to approve the appointments by the Town Manager as listed in the Consent Agenda. Motion seconded by Annie Gilbert. Roll call: Alex Vispoli-Y, Dick Howe-Y, Annie Gilbert-Y, Laura Gregory-Y, Chris Huntress-Y. Motion passes 5-0.

<b>Department</b>	<b>Name</b>	<b>Position</b>	<b>Rate/Term</b>	<b>Date of Hire</b>
Facilities	Michael LaPlante <i>(David Ouellette)</i>	Materials Coordinator	\$76,018.56/yr.	8/17/2021
Community Services _ Recreation	Owen Miller	Seasonal	\$14.00/hr.	7/20/2021
Community Services – Recreation	Meghan Dellea	Seasonal	\$12.75/hr.	7/20/2021
Economic Development Council	Ed Gundrum	Member	Term Expires 6/30/2024	8/12/2021

**IV. Approval of Minutes**

A. Board to approve minutes from the following meetings:

1. May 3, 2021
2. August 2, 2021

Annie Gilbert moved to approve the meeting minutes of May 3, 2021 and August 2, 2021 as submitted. Motion seconded by Dick Howe. Roll call: Laura Gregory-Y, Annie Gilbert-Y, Dick Howe-Y, Alex Vispoli-Y, Chris Huntress-Y. Motion passes 5-0.

**V. Executive Session**

Alex Vispoli moved that the Board vote to go into Executive Session pursuant to Purpose 3 for confidential communication with Counsel to discuss strategy with respect to litigation filed by William Fahey and that the Chair declare that an open session may have a detrimental effect on the litigation position of the Town, and not to return to open session. The Chair so declared. Motion seconded by Laura Gregory. Roll call: Laura Gregory-Y, Annie Gilbert-Y, Dick Howe-Y, Alex Vispoli-Y, Chris Huntress. Motion passes 5-0.

**VI. Adjourn**

At 8:43 AM the Select Board adjourned from Open Session and moved to Executive Session not to return to Open Session.

Respectfully submitted,

Dee DeLorenzo  
Recording Secretary

*Pursuant to S.2475 “An Act Relative to Extending Certain COVID-19 Measures Adopted during the State of Emergency,” which was enacted into law on June 16, 2021, this meeting of the Select Board will be conducted via remote participation to the greatest extent possible.*

*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 our 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.*

Motion for Minutes

I move to approve the meeting minutes of July 19, 2021 and August 12, 2021 as submitted.