

Select Board Meeting

Monday, November 15, 2021 7:00 PM

School Administration Building

2nd Floor School Committee Conference Room

30 Whittier Court, Andover, MA 01810

I. Call to Order – 7:00 P.M.

II. Opening Ceremonies

A. Moment of Silence/Pledge of Allegiance

III. Communications/Announcements/Liaison Reports

IV. Citizens Petitions and Presentations

V. Public Hearings

A. Liquor License Change of Officer/Director – (10 minutes)

Board to review and consider voting to approve the application of 99 Restaurants of Boston, LLC d/b/a 99 Restaurant & Pub, for a Change of Officer/Director or New Officer/Director to an All Alcoholic Restaurant Beverages License at 464 Lowell Street, Andover, MA.

B. Liquor License Transfer – (10 minutes)

Board to review and consider voting to approve the application of Aimbridge Hospitality, LLC, d/b/a Spring Hill Suites Andover for a Change of Manager to their Innholder – Wine & Malt Beverages License at 550 Minuteman Rd., Andover, MA.

C. Liquor License New License – (10 minutes)

Board to review and consider voting to approve the application of Andover Town Market, LLC, for a new All Alcoholic Restaurant Beverages License, at 429 South Main Street, Andover, MA.

VI. Regular Business

A. Stott Circle Condominium Project – (10 minutes)

Board to review and consider voting to approve the Regulatory Agreement and Declaration of Restrictive Covenants and the Monitoring Agreement for the Stott Circle Condominium Project and authorize the Town Manager to sign the Agreements and any related documents.

B. Commission on Diversity, Equity and Inclusion Strategic Plan (2nd Reading) – (10 minutes)

Board to considering voting to accept the Commission on Diversity, Equity and Inclusion Strategic Plan.

C. Acceptance of the Deeds and Approval of the Orders of Taking for 138 Chandler Road and 0 Cross Street and 140 Chandler Road – (5 minutes)

Board to review and vote to accept the deeds and approve the orders of taking for 138 Chandler Road and 0 Cross Street and 140 Chandler Road.

D. Disposal of Surplus Information Technology Property – (10 minutes)

Board to discuss and possibly vote on the disposal of 2,210 units of information technology surplus property.

E. Disposal of Surplus Andover Fire Rescue Property – (10 minutes)

Board to discuss and possibly vote on the disposal of Andover Fire and Rescue cylinders and harnesses as surplus property.

F. Water Update – (10 minutes)

Director of Public Works to provide a water update.

G. Open Meeting Law Complaint – (5 minutes)

Board to review and possibly delegate responsibility to respond to, complaint of Kathleen Grant, 83 Morton Street, Andover, MA, of an Open Meeting Law violation on October 25, 2021.

H. Andover Means Tested Senior Tax Exemption – (20 minutes)

Board to consider voting to set the exemption amount for the Andover Means Tested Senior Tax Exemption as voted in the 2018 ATM Article 37. The exemption may be up to a 100% match but no less than a 50% match of the amount of the circuit breaker income tax credit that the applicants received in the previous year.

VII. Public Hearings

A. Fiscal Year 2022 Tax Classification – (1st Reading) - (30 minutes)

Board to discuss classification and taxation of all property in Town.

B. Capital Improvement Program FY2023 – 2027 – (20 minutes)

Town Manager to present the Town Manager’s recommended Capital Improvement Program.

VIII. 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
Andover Fire Rescue	Emma Keefe <i>(Michael Oteri)</i>	Firefighter	\$61,359.82/yr	11/28/2021
Department of Public Works	Vincent Mitrano <i>(Jason Ouellette)</i>	Equipment Operator I	\$54,024.39/yr	11/16/2021
Community Services – Recreation	Tori Manteo	Seasonal Employee	\$24.00/hr	10/27/2021
Community Services – Elder Services	Patricia Kelly <i>(Caren Connor)</i>	Part Time Office Assistant	\$23.47/hr	11/16/2021

Community Services – Youth Services	Vivian Steinbaugh	Temporary Program Coordinator	\$20.00/hr	11/19/2021
Commission on Diversity, Equity and Inclusion	Rajiv Chopra	At-Large Member	Term Expires 6/30/2024	11/15/2021
Preservation Commission	Amy Bloom	Member	Term Expires 6/30/2022	11/15/2021
Revenue and Expenditure Task Force	Eugenie Moffitt	Member	Term Expires 6/30/2024	11/15/2021

IX. Approval of Minutes

A. Board to approve minutes from the following meetings:

1. October 4, 2021
2. October 12, 2021

X. Adjourn

If any member of the public wishing to attend this meeting seeks special accommodations in accordance with the Americans with Disabilities Act, please contact Kathryn Forina in the Town Manager's Office at 978-623-8215 or by email at kathryn.forina@andoverma.us

MEETINGS ARE TELEVISED ON
COMCAST CHANNEL 22 AND VERIZON CHANNEL 45

Liquor License Change of Officer/Director – 99 Restaurants of Boston

Nov 15th

TOWN OF ANDOVER GENERAL LICENSE APPLICATION

TIME STAMP

APPLICANT'S D/B/A: 99 Restaurant & Pub

APPLICANT NAME: 99 Restaurants of Boston, LLC

APPLICANT'S ADDRESS: 464 Lowell St., Andover, MA 01810

APPLICANT'S TEL. NUMBER: (978) 475-8033

CONTACT PERSON: Phillip A. Purcell, Associate General Counsel

TELEPHONE [REDACTED]

E-MAIL [REDACTED]

MAILING ADDRESS: 3038 Sidco Drive, Nashville, TN 37204

TYPE OF LICENSE: LIQUOR LICENSE - Change of Officer / Director or New Officer / Director

LOCATION OF LICENSE ACTIVITY: 464 Lowell Street, Andover, MA

APPLICATION/LICENSE FEE: \$125 FID/SS # [REDACTED]

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: Wendy Starkness

OFFICE USE ONLY Date of log entry By: License Board Hearing Date:

Prior Approval Required:	DATE SENT:	DATE APPROVED
Town Mgr:	<u>Nov 1</u>	
Police Dept:		<u>11-2-21</u>
Fire Dept:		<u>11-2-21</u>
Health Dept:		<u>11-1-21</u>
Treasurer:		
<u>Bldg</u>	<u>↓</u>	<u>11-3-21</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: 99 Restaurants of Boston, LLC

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.

99 Restaurants of Boston, LLC _____
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
Office of Investigations
1 Congress Street, Suite 100
Boston, MA 02114-2017
www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: 99 Restaurants of Boston, LLC d/b/a 99 Restaurant & Pub

Address: 464 Lowell Street

City/State/Zip: Andover, MA 01810

Phone #: 978.475.8033

Are you an employer? Check the appropriate box:

- 1. I am an employer with 40 employees (full and/or part-time).
2. I am a sole proprietor or partnership and have no employees working for me in any capacity.
3. We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees.
4. We are a non-profit organization, staffed by volunteers, with no employees.

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: Safety National

Insurer's Address: c/o Stephens Insurance, LLC, 111 Center Street, Suite 100

City/State/Zip: Little Rock, AR 72201

Policy # or Self-ins. Lic. # [redacted] Expiration Date: 08.01.2022

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: [Signature] Date: 09.28.2021

Phone # [redacted]

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

City or Town: 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: Phone #:



EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)

10/7/2021

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

PRODUCER NAME, CONTACT PERSON AND ADDRESS Stephens Insurance, LLC 111 Center Street, Suite 100 Little Rock, AR 72201 Shirley Simmons www.stephensinsurance.com	PHONE (A/C No., Ext.) 15013773435	COMPANY NAME AND ADDRESS Various	NAIC NO.
FAX (A/C No.) 15012104625	E-MAIL ADDRESS Shirley.Simmons@stephens.com	IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH	
CODE	SUB CODE	POLICY TYPE Commercial Property	
AGENCY CUSTOMER ID#	NAMED INSURED AND ADDRESS Restaurant Growth Services, LLC Attr: Risk Management 3038 Sidco Drive Nashville TN 37204	LOAN NUMBER	POLICY NUMBER Various
ADDITIONAL NAMED INSURED(S)	EFFECTIVE DATE 10/1/2021	EXPIRATION DATE 8/1/2022	CONTINUED UNTIL TERMINATED IF CHECKED
	THIS REPLACES PRIOR EVIDENCE DATED:		

PROPERTY INFORMATION (ACORD 101 may be attached if more space is required) BUILDING OR BUSINESS PERSONAL PROPERTY

LOCATION/DESCRIPTION Re: 99 Restaurant Location (99 Restaurants of Boston, LLC) - #30002, 464 Lowell St., Rt. #13, Andover, MA 01810 including the Temp Outdoor Dining Area. See attached Additional Insured-Designated Person or Organization Endorsement CG 20.26.12.19 and Waiver of Rights of Recovery Against Others To Us (Waiver of Subrogation) Endorsement CG 24.04.12.19 applicable to General Liability

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 EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

DED: 100,000

	YES	NO	N/A	
<input checked="" type="checkbox"/> BUSINESS INCOME <input checked="" type="checkbox"/> RENTAL VALUE	<input checked="" type="checkbox"/>			IF YES, LIMIT: Included Actual Loss Sustained, # of months: 12
BLANKET COVERAGE				IF YES, indicate value(s) reported on property identified above: See Attached
TERRORISM COVERAGE		<input checked="" type="checkbox"/>		Attach Disclosure Notice / DEC
IS THERE A TERRORISM-SPECIFIC EXCLUSION?	<input checked="" type="checkbox"/>			
IS DOMESTIC TERRORISM EXCLUDED?	<input checked="" type="checkbox"/>			
LIMITED FUNGUS COVERAGE	<input checked="" type="checkbox"/>			IF YES, LIMIT: 10,000,000 DED: 100,000
FUNGUS EXCLUSION (If "YES", specify organization's form used)	<input checked="" type="checkbox"/>			
REPLACEMENT COST	<input checked="" type="checkbox"/>			
AGREED VALUE			<input checked="" type="checkbox"/>	
COINSURANCE		<input checked="" type="checkbox"/>		IF YES, %
EQUIPMENT BREAKDOWN (If Applicable)	<input checked="" type="checkbox"/>			IF YES, LIMIT: See attached DED: See attached
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg	<input checked="" type="checkbox"/>			IF YES, LIMIT: See attached DED: See attached
- Demolition Costs	<input checked="" type="checkbox"/>			IF YES, LIMIT: See attached DED: See attached
- Incr. Cost of Construction	<input checked="" type="checkbox"/>			IF YES, LIMIT: See attached DED: See attached
EARTH MOVEMENT (If Applicable)	<input checked="" type="checkbox"/>			IF YES, LIMIT: See attached DED: See attached
FLOOD (If Applicable)	<input checked="" type="checkbox"/>			IF YES, LIMIT: See attached DED: See attached
WIND / HAIL INCL. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions	<input checked="" type="checkbox"/>			IF YES, LIMIT: See attached DED: See attached
NAMED STORM INCL. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions	<input checked="" type="checkbox"/>			IF YES, LIMIT: See attached DED: See attached
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS	<input checked="" type="checkbox"/>			

CANCELLATION

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

ADDITIONAL INTEREST

CONTRACT OF SALE	LENDER'S LOSS PAYABLE	LOSS PAYEE	LENDER SERVICING AGENT NAME AND ADDRESS
MORTGAGE			
NAME AND ADDRESS Town of Andover 36 Bartlet St. Andover MA 01801			AUTHORIZED REPRESENTATIVE Stan Payne

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ACORD 28 (2016/03)

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



Massachusetts Criminal Offender Record Information (CORI)

To Whom It May Concern:

The Massachusetts Department of Criminal Justice Information Services (DCJIS) has conducted a computerized search of the Criminal Offender Record Information database.

The attached is a true copy of matching information from the CORI database for [REDACTED]

Signed under the penalties of perjury this 20th day of October 2021.

Norma Marquez
Massachusetts Department Criminal Justice Information Services

99 Restaurant & Pub

I move to approve the application of 99 Restaurants of Boston, LLC d/b/a 99 Restaurant & Pub, Andover, MA has applied for a Change of Officer/Director or New Officer/Director to an All Alcoholic Restaurant Beverages License, subject to the condition that all other requirements of the Town are met prior to issuance.

Moved by _____

Seconded by _____

Voted _____ to _____

Liquor License Transfer – Spring Hill Suites of Andover

TOWN OF ANDOVER GENERAL LICENSE APPLICATION

TIME STAMP

APPLICANT'S D/B/A: SpringHill Suites Andover

APPLICANT NAME: Aimbridge Hospitality, LLC

APPLICANT'S ADDRESS: 503 Headquarters Dr., Plano, TX 75024; ATTN: Licensing

APPLICANT'S TEL. NUMBER: 972-952-0200

CONTACT PERSON: Whitney Gillings

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

MAILING ADDRESS: 12700 Hillcrest Rd. #220, Dallas, TX 75230

TYPE OF LICENSE: LIQUOR LICENSE – Transfer of License Application

LOCATION OF LICENSE ACTIVITY: 550 Minuteman, Andover, MA 01810

APPLICATION/LICENSE FEE: \$125 **FID/SS #** [REDACTED]

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 10-5-2021 **By:** MVR **License Board Hearing Date:** _____

Prior Approval Required:	DATE SENT:	DATE APPROVED
Town Mgr:	<u>10-19-21</u>	<u>10-21-21</u>
Police Dept:	_____	<u>10-25-21</u>
Fire Dept:	_____	<u>11-1-21</u>
Building:	_____	<u>10-20-21</u>
Treasurer:	_____	_____
Add'l conditions for license:	_____	_____
<u>Health</u>	<u>L</u>	<u>10-27-21</u>

This license requires: (circle all that apply)

Select Board Approval

Business Certificate

Letter of Clearance

TAX FORM

APPLICANT NAME: Aimbridge Hospitality, LLC

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.

[Redacted Signature]

Signature of Individual or Corporate Name (Mandatory)

Karen Kovach, Vice President

By: Corporate Officer (if corporation)

n/a

Social Security# (if individual)

[Redacted 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: Aimbridge Hospitality, LLC

Address: ATTN: Licensing; 5301 Headquarters Dr.

City/State/Zip: Plano, TX 75024

Phone #: 972-952-0200

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: See attached Certificate

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: _____ Date: 8/19/2021

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/27/2021

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

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

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center	
	PHONE (A/C No. Ext): 1-877-945-7378	FAX (A/C No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Starr Indemnity & Liability Company		38318
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		


COVERAGES **CERTIFICATE NUMBER:** W22255291 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	100 0003052	11/01/2020	11/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability			1000100005201	11/01/2020	11/01/2021	Each Common Cause General Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: BU CODE: 53530000, Springhill Suites Boston Andover, 550 Minuteman Rd, Andover, MA 01810

Additional Named Insureds:
Aimbridge Hospitality LLC

CERTIFICATE HOLDER Evidence of Insurance	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



TOWN OF ANDOVER

TOWN CLERK'S OFFICE

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

CRIMINAL OFFENDER RECORD INFORMATION (CORI) ACKNOWLEDGEMENT FORM

TO BE USED BY ORGANIZATIONS CONDUCTING CORI CHECKS FOR EMPLOYMENT, VOLUNTEER,
SUBCONTRACTOR, LICENSING, AND HOUSING PURPOSES

Town of Andover Town Clerk's Office is registered under the provisions of M.G.L. c. 6, § 172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licensees, and applicants for the rental or lease of housing.

As a prospective or current employee, subcontractor, volunteer, license applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the Department of Criminal Justice Information Services (DCJIS). I hereby acknowledge and provide permission to Town of Andover Town Clerk's Office to submit a CORI check for my information to the DCJIS. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing Town of Andover Town Clerk's Office with written notice of my intent to withdraw consent to a CORI check.

FOR EMPLOYMENT, VOLUNTEER, AND LICENSING PURPOSES ONLY: The Town of Andover Town Clerk's/Andover Public Schools may conduct subsequent CORI checks within one year of the date this Form was signed by me provided, however, that Town of Andover/Andover Public Schools must first provide me with written notice of this check.

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

[Redacted Signature]

10-5-21
DATE

Your identity and signature must be verified by examining a government-issued identification **in person**

All CORI forms must be returned, in person, along with your ID



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



Massachusetts Criminal Offender Record Information (CORI)

To Whom It May Concern:

The Massachusetts Department of Criminal Justice Information Services (DCJIS) has conducted a computerized search of the Criminal Offender Record Information database.

The attached is a true copy of matching information from the CORI database for [REDACTED]

Signed under the penalties of perjury this 20th day of October 2021.

Norma Marquez
Massachusetts Department Criminal Justice Information Services

Aimbridge Hospitality LLC, d/b/a Spring Hill Suites Andover

I move to approve the application of Aimbridge Hospitality LLC, d/b/a Spring Hill Suites Andover, for a Change of Manager to their Innholder – Wine & Malt Beverages License at 550 Minuteman Rd., Andover, subject to the condition that all other requirements of the Town are met prior to issuance.

Moved by _____

Seconded by _____

Voted _____ to _____

Liquor License New License – Andover Town Market



Town of Andover
OFFICE OF THE TOWN CLERK

36 Bartlet St., Andover, Massachusetts 01810
Telephone - (978) 623-8230

Application Liquor License

License Number: [REDACTED]	Licensee: Andover Town Market, LLC
-------------------------------	---------------------------------------

<input checked="" type="checkbox"/>	Completed Application (PRINT or TYPE Clearly). The application must be signed,
<input checked="" type="checkbox"/>	Application Fee: \$125 <i>check should be made payable to the TOWN OF ANDOVER</i>

Business Name	Andover Town Market, LLC	Tax Id Number	[REDACTED]
Address of Business	429 S. Main Street Andover, MA 01810	Business Phone Number	978-409-2328
Applicant's Name	Thomas M. Walsh	Applicant's Phone Number-	[REDACTED]
Applicant's Residential Address	[REDACTED]	Number of Employees:	approx. 35
Applicant's Email Address(required)	twalsh@ksrealtyllc.com		
24 hour Emergency Contact info:	Thomas M. Walsh, [REDACTED]		
Expiration Date of Business Cert			
Circle one	Individual	Co-Partnership	Association <u>Corporation</u>
Days/Hours of Operation (list the hours per day):	emailed Nov 1, 2021		
Monday-Sunday: 6:00am – 11:00pm 17 hours	Outdoor: Sunday-Thursday: 6:00am – 10:00pm 16 hours	Outdoor: Friday-Saturday: 6:00am – 11:00pm 16 hours	approvals - Nov 2, 2021 Police Fire Health

approvals
Edg 11-3-21
1

TAX FORM

APPLICANT NAME: THOMAS M. WALSH

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

[Redacted Signature]

Signature of Individual or Corporate Name (Mandatory)

Thomas M. Walsh

By: Corporate Officer (if corporation)

[Redacted Social Security Number]

Social Security# (if individual)

[Redacted Federal Identification 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.



TOWN OF ANDOVER

TOWN CLERK'S OFFICE

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

CRIMINAL OFFENDER RECORD INFORMATION (CORI) ACKNOWLEDGEMENT FORM

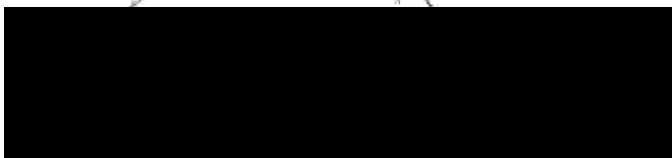
TO BE USED BY ORGANIZATIONS CONDUCTING CORI CHECKS FOR EMPLOYMENT, VOLUNTEER, SUBCONTRACTOR, LICENSING, AND HOUSING PURPOSES

Town of Andover Town Clerk's Office is registered under the provisions of M.G.L. c. 6, § 172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licensees, and applicants for the rental or lease of housing.

As a prospective or current employee, subcontractor, volunteer, license applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the Department of Criminal Justice Information Services (DCJIS). I hereby acknowledge and provide permission to Town of Andover Town Clerk's Office to submit a CORI check for my information to the DCJIS. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing Town of Andover Town Clerk's Office with written notice of my intent to withdraw consent to a CORI check.

FOR EMPLOYMENT, VOLUNTEER, AND LICENSING PURPOSES ONLY: The Town of Andover Town Clerk's Office/Andover Public Schools may conduct subsequent CORI checks within one year of the date this Form was signed by me provided, however, that Town of Andover/Andover Public Schools must first provide me with written notice of this check.

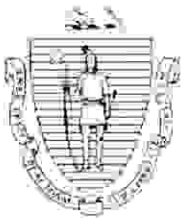
By signing below, I provide my consent to a CORI check and acknowledge that the information provided on Page 2 of this Acknowledgement Form is true and accurate.



10/28/2021
DATE

Your identity and signature must be verified by examining a government-issued identification **in person**

All CORI forms must be returned, in person, along with your ID



Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: ANDOVER TOWN MARKET, LLC

Address: 429 SOUTH MAIN STREET

City/State/Zip: ANDOVER, MA 01810 Phone #: 978-409-2328

Are you an employer? Check the appropriate box:

- 1. I am an employer with 35 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: HUB INTERNATIONAL

Insurer's Address: 300 BALLARDVALE STREET

City/State/Zip: WILMINGTON, MA 01887

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

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

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

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

Signature: _____ Date: 10/5/2021

Phone #: _____

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

City or Town: _____ Permit/License # _____

Issuing Authority (check one):

1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board

5. Selectmen's Office 6. Other _____

Contact Person: _____ Phone #: _____



TOWNMAR-02

DKULICK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/24/2021

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

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

PRODUCER License # 1780862 HUB International New England 300 Ballardvale Street Wilmington, MA 01887	CONTACT NAME: PHONE (A/C, No, Ext): (978) 657-5100 FAX (A/C, No): (978) 988-0038 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Preferred Mutual Insurance Company 15024 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED Town Market Andover Village Associates LLC Andover Town Market LLC 429 South Main Street Andover, MA 01810		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			[REDACTED]	12/17/2020	12/17/2021	EACH OCC DAMAGE PREMISE MED EXP PERSON GENERA PRODUC Liquor
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			[REDACTED]			COMBIN (Ea accid BODILY BODILY PROPER (Per accid
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			[REDACTED]	12/17/2020	12/17/2021	EACH OCC AGGREG
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STA E.L. EAC E.L. DISE E.L. DISE
A	Commercial Property			[REDACTED]	12/17/2020	12/17/2021	Buildin
A	Commercial Property			[REDACTED]	12/17/2020	12/17/2021	BPP

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD Form 101 attached if more space is required)

CERTIFICATE HOLDER Town of Andover Street Andover, MA 01810	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



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

APPLICATION FOR A NEW LICENSE

Municipality

Andover

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
On-Premises-12	\$12 Restaurant	All Alcoholic Beverages	Annual

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

Andover Town Market aims to connect our neighborhood to a dining experience in the same way ingredients are connected to food. Family owned and operated, Andover Town Market offers breakfast, lunch, catering and now a Tapas focused dinner with table service. Mi Casa (My Home) will offer impeccable service with exceptional food. See additional pages.

Is this license application pursuant to special legislation?

Yes No

Chapter

Acts of

2. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Entity Name

Andover Town Market, LLC

FEIN

DBA

Town Market

Manager of Record

Thomas M. Walsh

Street Address

429 South Main Street Andover, MA 01810

Phone

Email

twalsh@ksarealtyllc.com

Alternative Phone

Website

https://www.townmarketandover.com/

3. DESCRIPTION OF PREMISES

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

7,400 SF restaurant consisting of: 2,400 SF basement with 800 SF locked alcohol storage and 2 exits; 3,800 SF first floor with 1,400 SF kitchen and 2 exits; 1,200 SF second floor with 800 SF locked alcohol storage and 1 exit.

Total Square Footage: 7,200

Number of Entrances: Two

Seating Capacity:

130 (70 inside, 60 outside)

Number of Floors

Two

Number of Exits:

Five

Occupancy Number:

150

4. APPLICATION CONTACT

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

Name:

Thomas M. Walsh

Phone:

339-221-0137

Title:

President, Manager

Email:

twalsh@ksarealtyllc.com

4 ROCKY HILL RD 63 0 3
 LUC 101
 REILLY JAMES T
 REILLY MARY E TE
 4 ROCKY HILL RD
 ANDOVER, MA 01810

430 SOUTH MAIN ST 63 0 46
 LUC 101
 GRAHAM CHRISTOPHER
 GRAHAM KRISTEN A
 430 SOUTH MAIN ST
 ANDOVER, MA 01810

432 SOUTH MAIN ST 63 0 47
 LUC 101
 SNYDER ROBERT M
 432 SOUTH MAIN ST
 ANDOVER, MA 01810

2 BOSTON RD 82 0 1 A
 LUC 101
 BALDWIN ERNEST B JR
 BALDWIN TARA H TE
 2 BOSTON RD
 ANDOVER, MA 01810

18 RATTLESNAKE HILL RD 82 0 1 B
 LUC 101
 POLONSKI LEONARD N
 POLONSKI HOLLY E TE
 18 RATTLESNAKE HILL RD
 ANDOVER, MA 01810

8 RATTLESNAKE HILL RD 82 0 1 C
 LUC 101
 DEBARRIOS RODRIGO
 8 RATTLESNAKE HILL RD
 ANDOVER, MA 01810

429 SOUTH MAIN ST 82 0 1 D
 LUC 305
 ANDOVER VILLAGE ASSOC LLC
 9 PENOBSCOT WY
 ANDOVER, MA 01810

435 SOUTH MAIN ST 82 0 1 E
 LUC 101
 PHOMMAHAXAY LO
 PHOMMAHAXAY OUDOMPHONE TE
 435 SOUTH MAIN ST
 ANDOVER, MA 01810

437 SOUTH MAIN ST 82 0 1 F
 LUC 101
 DELQURY DAVID E
 DELQURY CHRISTINE B TE
 437 SOUTH MAIN ST
 ANDOVER, MA 01810

5 RATTLESNAKE HILL RD 82 0 1 G
 LUC 101
 BARBOSA LEIGH A
 BARBOSA LUIS
 5 RATTLESNAKE HILL RD
 ANDOVER, MA 01810

425 SOUTH MAIN ST 82 0 1 G A
 LUC 101

MCDONALD LEONARD J
 MCDONALD DEBRA S TE
 425 SOUTH MAIN ST
 ANDOVER, MA 01810

Per # AB4-120

5960[®]Easy Peel[®] Address LabelsRemember to peel along this line to expose Pop-up Edge[®]Go to avery.com/templates

Use Avery Template 5960

4 ROCKY HILL RD 030-3
 LUC 101
 REILLY JAMES T
 REILLY MARY E TE
 4 ROCKY HILL RD
 ANDOVER, MA 01810

430 SOUTH MAIN ST 030-45
 LUC 101
 GRAHAM CHRISTOPHER
 GRAHAM KRISTEN A
 430 SOUTH MAIN ST
 ANDOVER, MA 01810

432 SOUTH MAIN ST 030-47
 LUC 101
 SNYDER ROBERT M
 432 SOUTH MAIN ST
 ANDOVER, MA 01810

2 BOSTON RD 020-7A
 LUC 101
 BALDWIN ERNEST B JR
 BALDWIN TARA H TE
 2 BOSTON RD
 ANDOVER, MA 01810

16 RATTLESNAKE HILL RD 020-1B
 LUC 101
 POLONSKI LEONARD N
 POLONSKI HOLLY E TE
 16 RATTLESNAKE HILL RD
 ANDOVER, MA 01810

6 RATTLESNAKE HILL RD 020-1C
 LUC 101
 DEBARROS RODRIGO
 6 RATTLESNAKE HILL RD
 ANDOVER, MA 01810

429 SOUTH MAIN ST 020-1D
 LUC 325
 ANDOVER VILLAGE ASSOC LLC
 8 PENOBSCOT WY
 ANDOVER, MA 01810

435 SOUTH MAIN ST 020-1E
 LUC 101
 PHOMMAHAXAY LO
 PHOMMAHAXAY OUDOMPHONE TE
 435 SOUTH MAIN ST
 ANDOVER, MA 01810

437 SOUTH MAIN ST 020-1F
 LUC 101
 DELOURY DAVID E
 DELOURY CHRISTINE E TE
 437 SOUTH MAIN ST
 ANDOVER, MA 01810

5 RATTLESNAKE HILL RD 020-1G
 LUC 101
 BARBOSA LEIGH A
 BARBOSA LUIS
 5 RATTLESNAKE HILL RD
 ANDOVER, MA 01810

425 SOUTH MAIN ST 020-10A
 LUC 101
 MCDONALD LEONARD J
 MCDONALD DEBRA S TE
 425 SOUTH MAIN ST
 ANDOVER, MA 01810

pet # AB4-120



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



Massachusetts Criminal Offender Record Information (CORI)

To Whom It May Concern:

The Massachusetts Department of Criminal Justice Information Services (DCJIS) has conducted a computerized search of the Criminal Offender Record Information database.

The attached is a true copy of matching information from the CORI database for [REDACTED]

Signed under the penalties of perjury this 20th day of October 2021.

Norma Marquez
Massachusetts Department Criminal Justice Information Services

Andover Town Market, LLC

I move to approve the application of Andover Town Market, LLC, Andover, MA for a new All Alcoholic Restaurant Beverages License, located at 429 South Main St., Andover, subject to the condition that all other requirements of the Town are met prior to issuance.

Moved by _____

Seconded by _____

Voted _____ to _____

Stott Circle Condominium Project

**LOCAL INITIATIVE PROGRAM
REGULATORY AGREEMENT
AND
DECLARATION OF RESTRICTIVE COVENANTS
FOR
OWNERSHIP PROJECT**

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is made this ____ day of _____ 2021 by and among the Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development ("DHCD"), pursuant to G.L. c. 23B §1 as amended by Chapter 19 of the Acts of 2007, the City/Town of Andover ("the Municipality"), and Andover Community Trust, Inc. ("ACT"), a Massachusetts non-profit corporation, having an address at P.O. Box 5038, Andover, MA 01810, and its successors and assigns ("Project Sponsor").

WITNESSETH:

WHEREAS, pursuant to G.L. c. 40B, §§ 20-23 (the "Act") and the final report of the Special Legislative Commission Relative to Low and Moderate Income Housing Provisions issued in April 1989, regulations have been promulgated at 760 CMR 56.00 (the "Regulations") which establish the Local Initiative Program ("LIP");

WHEREAS, the Project Sponsor intends to construct a housing development known as Stott Circle Condominium on a 49,679 sf site at 8 Lupine Road in the Municipality, more particularly described in Exhibit A attached hereto and made a part hereof (the "Project");

WHEREAS, such Project is to consist of a total number of six (6) condominium units (the "Units") and two (2) of the Units will be sold at prices specified in this Agreement to persons or households with incomes at or below eighty percent (80%) of the regional median household income and four (4) of the Units will be sold at prices specified in this Agreement to persons or households with incomes at or below sixty percent (60%) of the regional median household income (collectively, the "Low and Moderate Income Units");

WHEREAS, upon application of the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) and the Project Sponsor, DHCD made a determination of project eligibility pursuant to 760 CMR 56.04 and the Project Sponsor has received a comprehensive permit from the Zoning Board of Appeals of the Municipality, which permit is recorded/filed at the North Essex Registry of Deeds/Registry District of the Land Court (the "Registry") in Book 15490, Page 181, as amended (the "Comprehensive Permit"); and

WHEREAS, in partial consideration of the execution of this Agreement, DHCD is issuing its final approval of the Project within the LIP Program pursuant to Section 19 of this Agreement, and has given and will give technical and other assistance to the Project;

NOW, THEREFORE, in consideration of the agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which each of the

parties hereto hereby acknowledge to the other, DHCD, the Municipality, and the Project Sponsor hereby agree and covenant as follows:

1. The Project Sponsor agrees to construct the Project in accordance with plans and specifications approved by the Municipality (the "Plans and Specifications") and in accordance with all terms and conditions of the Comprehensive Permit. In addition, all Low and Moderate Income Units to be constructed as part of the Project must be indistinguishable from other Units in the Project from the exterior (unless the Project has an approved "Alternative Development Plan" as set forth in the *Comprehensive Permit Guidelines* (the "Guidelines")) published by DHCD, and must contain complete living facilities including but not limited to a stove, refrigerator, kitchen cabinets, plumbing fixtures, and washer/dryer hookup, all as more fully shown in the Plans and Specifications.

_____ of the Low and Moderate Income Units shall be one bedroom units;
_____ of the Low and Moderate Income Units shall be two bedroom units;
all 6 _____ of the Low and Moderate Income Units shall be three bedroom units; and,
_____ of the Low and Moderate Income Units shall be four bedroom units.

All Low and Moderate Income Units to be occupied by families must contain two or more bedrooms. Low and Moderate Income Units must have the following minimum areas:

one bedroom units	-	700 square feet
two bedroom units	-	900 square feet
three bedroom units	-	1200 square feet
four bedroom units	-	1400 square feet

The Project must fully comply with the State Building Code and with all applicable state and federal building, environmental, health, safety and other laws, rules, and regulations, including without limitation all applicable federal and state laws, rules and regulations relating to the operation of adaptable and accessible housing for the handicapped. Except to the extent that the Project is exempted from such compliance by the Comprehensive Permit, the Project must also comply with all applicable local codes, ordinances and by-laws.

Each Low and Moderate Income Unit will be sold for no more than the price set forth in Exhibit B attached hereto and made a part hereof to an Eligible Purchaser. An Eligible Purchaser is a Family (i) whose annual income does not exceed eighty percent (80%) of the Area median income adjusted for family size as determined by the U. S. Department of Housing and Urban Development and (ii) whose assets do not exceed the limits specified in the Guidelines. A "Family" shall mean two or more persons who will live regularly in the Low or Moderate Income Unit as their primary residence and who are related by blood, marriage, or operation of law or who have otherwise evidenced a stable inter-dependent relationship; or an individual. The "Area" is defined as the Lawrence MSA/HMFA/County.

2. Upon the occurrence of one of the events described in 760 CMR 56.03(2), the Project will be included in the Subsidized Housing Inventory as that term is described in 760 CMR 56.01. Only Low and Moderate Income Units will be counted as SHI Eligible Housing as that term is described in 760 CMR 56.01 for the purposes of the Act.

3. (a) At the time of sale of each Low and Moderate Income Unit by the Project Sponsor, the Project Sponsor shall execute and shall as a condition of the sale cause the purchaser of the Low and Moderate Income Unit to execute an Affordable Housing Deed Rider in the form of Exhibit C attached hereto and made a part hereof (the "Deed Rider"). Such Deed Rider shall be attached to and made a part of the deed from the Project Sponsor to the Unit Purchaser. Each such Deed Rider shall require the Unit Purchaser at the time he desires to sell the Low and Moderate Income Unit to offer the Low and Moderate Income Unit to the Project Sponsor, Municipality and DHCD at a discounted purchase price more particularly described therein. The Project Sponsor, Municipality and DHCD shall have the option upon terms more particularly described in the Deed Rider to either purchase the Low and Moderate Income Unit or to find an Eligible Purchaser. The Deed Rider shall require the Unit Purchaser and the Eligible Purchaser to execute at the time of resale a Deed Rider identical in form and substance to the Deed Rider then in effect with respect to the Low and Moderate Income Unit which will be attached and made a part of the deed from the Unit Purchaser to the Eligible Purchaser, so that the affordability of the Low and Moderate Income unit will be preserved each time that subsequent resales of the Low and Moderate Income unit occur. (The various requirements and restrictions regarding resale of a Low and Moderate Income Unit contained in the Deed Rider are hereinafter referred to as the "Resale Restrictions"). If upon the initial resale or any subsequent resale of a Low and Moderate Income Unit, the Project Sponsor, Municipality and DHCD are unable to find an Eligible Purchaser for the Low and Moderate Income Unit, and the Project Sponsor, Municipality and DHCD each elect not to exercise its right to purchase the Low and Moderate Income Unit, then the then current owner of the Low and Moderate Income Unit shall have the right to sell the Low and Moderate Income Unit to any person, regardless of his income (an "Ineligible Purchaser") at the Maximum Resale Price and subject to all rights and restrictions contained in the Deed Rider, and provided that the Unit is conveyed subject to a Deed Rider identical in form and substance to the Deed Rider then in effect with respect to the Low and Moderate Income Unit which will be attached and made part of the deed from the Unit Purchaser to the Ineligible Purchaser.

(b) For each sale of a Low and Moderate Income Unit, DHCD must approve the terms of the Eligible Purchaser's mortgage financing as evidenced by DHCD's issuance of the Resale Price Certificate described in the Deed Rider.

(c) The Project Sponsor and Municipality agree that in the event that it purchases a Low and Moderate Income Unit pursuant to its right to do so contained in the Deed Rider then in effect with respect to such Low and Moderate Income Unit, that the Project Sponsor or Municipality, as applicable shall within six (6) months of its acceptance of a deed of such Low and Moderate Income Unit, either (i) sell the Low and Moderate Income Unit to an Eligible Purchaser at the same price for which it purchased the Low and Moderate Income Unit plus any expenses incurred by the Project Sponsor or Municipality, as applicable, during its period of ownership, such expenses to be approved by DHCD, subject to a Deed Rider satisfactory in form and substance to DHCD and the recording of an Eligible Purchaser Certificate satisfactory in form and substance to DHCD, the method for selecting such Eligible Purchaser to be approved by DHCD or (ii) rent the Low and Moderate Income Unit to a person who meets the income guidelines of the LIP Program, upon terms and conditions satisfactory to DHCD and otherwise in conformity with the requirements of the LIP Program. If the Project Sponsor or Municipality, as applicable, fails to sell or rent the Low and Moderate income unit as provided herein within said six (6) month period, or if at any time after the initial rental of the Low and Moderate Income Unit by the Project Sponsor or Municipality, as applicable, as provided herein the Low and Moderate Income Unit

becomes vacant and remains vacant for more than ninety (90) days, then such Low and Moderate Income Unit shall cease to be counted as SHI Eligible Housing, and shall no longer be included in the Subsidized Housing Inventory.

(d) Each Low and Moderate Income Unit will remain SHI Eligible Housing and continue to be included in the Subsidized Housing Inventory for as long as the following three conditions are met: (1) this Agreement remains in full force and effect and neither the Municipality nor the Project Sponsor is in default hereunder; (2) the Project and Low and Moderate Income Unit each continue to comply with the Regulations and the Guidelines as the same may be amended from time to time; and (3) either (i) a Deed Rider binding the then current owner of the Low and Moderate Income Unit to comply with the Resale Restrictions is in full force and effect and the then current owner of the Low and Moderate Income Unit is either in compliance with the terms of the Deed Rider, or the Project Sponsor or Municipality, as applicable, is in the process of taking such steps as may be required by DHCD to enforce the then current owner's compliance with the terms of the Deed Rider or (ii) the Low and Moderate Income Unit is owned by the Project Sponsor or Municipality and the Project Sponsor or Municipality, as applicable, is in compliance with the terms and conditions of the last preceding paragraph, or (iii) the Low and Moderate Income Unit is owned by DHCD.

4. Within one hundred eighty (180) days after Substantial Completion of the Project or, if later, within sixty (60) days of the date on which all the units in the Project are sold, the Project Sponsor shall complete and deliver to the Municipality and to DHCD the section of the Local Initiative Program Application for Comprehensive Permit Projects entitled "Project Feasibility – Ownership Projects" (ownership pro forma, profit analysis, and cost analysis), documenting the actual development costs of and income from the Project, prepared and signed by the Chief Financial Officer of the Project Sponsor. Substantial Completion shall be deemed to have occurred when construction of the Project is sufficiently complete so that the Unit may be occupied and amenities may be used for their intended purpose, except for designated punch list items and seasonal work which does not interfere with the residential use of the Low and Moderate Income Units.

5. (a) Prior to marketing or otherwise making available for sale any of the Units, the Project Sponsor must obtain DHCD's approval of a marketing plan (the "Marketing Plan") for the Low and Moderate Income Units. Such Marketing Plan must describe the buyer selection process for the Low and Moderate Income Units and must set forth a plan for affirmative fair marketing of Low and Moderate Income Units and effective outreach to protected groups underrepresented in the municipality, including provisions for a lottery, consistent with the Regulations and Guidelines. At the option of the Municipality, and provided that the Marketing Plan demonstrates (i) the need for the local preference (e.g., a disproportionately low rental or ownership affordable housing stock relative to need in comparison to the regional area), and (ii) that the proposed local preference will not have a disparate impact on protected classes, the Marketing Plan may also include a preference for local residents for up to seventy percent (70%) of the Low and Moderate Income Units, subject to all provisions of the Regulations and Guidelines, provided that any local preference shall apply only to the initial unit sales by the Project Sponsor. When submitted to DHCD for approval, the Marketing Plan should be accompanied by a letter from the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) which states that the buyer selection and local preference (if any) aspects of the Marketing Plan have been approved by the Municipality and which states that the

Municipality will perform any aspects of the Marketing Plan which are set forth as responsibilities of the Municipality in the Marketing Plan. The Marketing Plan must comply with the Regulations and Guidelines and with all other applicable statutes, regulations and executive orders, and DHCD directives reflecting the agreement between DHCD and the U.S. Department of Housing and Urban Development in the case of *NAACP, Boston Chapter v. Kemp*. **If the Project is located in the Boston-Cambridge-Quincy, MA-NH MSA, the Project Sponsor must list all Low and Moderate Income Units with the Boston Fair Housing Commission's MetroList (Metropolitan Housing Opportunity Clearing Center); other requirements for listing of units are specified in the Guidelines.** All costs of carrying out the Marketing Plan shall be paid by the Project Sponsor.

(b) The Project Sponsor may use in-house staff to draft and/or implement the Marketing Plan, provided that such staff meets the qualifications described in the Guidelines. The Project Sponsor may contract for such services provided that any such contractor must be experienced and qualified under the standards set forth in the Guidelines. A failure to comply with the Marketing Plan by the Project Sponsor or by the Municipality shall be deemed to be a default of this Agreement. The Project Sponsor agrees to maintain for at least five years following the sale of the last Low and Moderate Income Unit, a record of all newspaper ads, outreach letters, translations, leaflets, and any other outreach efforts (collectively "Marketing Documentation") as described in the Marketing Plan as approved by DHCD which may be inspected at any time by DHCD. All Marketing Documentation must be approved by DHCD prior to its use by the Project Sponsor or the Municipality. The Project Sponsor and the Municipality agree that if at any time prior to or during the process of marketing the Low and Moderate Income Units, DHCD determines that the Project Sponsor, or the Municipality with respect to aspects of the Marketing Plan that the Municipality has agreed to be responsible for, has not adequately complied with the approved Marketing Plan, that the Project Sponsor or Municipality as the case may be, shall conduct such additional outreach or marketing efforts as shall be determined by DHCD.

6. Neither the Project Sponsor nor the Municipality shall discriminate on the basis of race, religion, color, sex, sexual orientation, familial status, age, handicap, marital status, national origin, genetic information, ancestry, children, receipt of public assistance, or any other basis prohibited by law in the selection of buyers for the Units; and the Project Sponsor shall not so discriminate in connection with the employment or application for employment of persons for the construction, operation or management of the Project.

7. (a) The Project Sponsor agrees to comply and to cause the Project to comply with all requirements of the Regulations and Guidelines and all other applicable laws, rules, regulations, and executive orders. DHCD and the Chief Executive Officer of the municipality shall have access during normal business hours to all books and records of the Project Sponsor and the Project in order to monitor the Project Sponsor's compliance with the terms of this Agreement.

(b) Throughout the term of this Agreement, the Chief Executive Officer shall annually certify in writing to DHCD that each of the Low and Moderate Income Units continues to be occupied by a person who was an Eligible Purchaser at the time of purchase; that any Low and Moderate Income Units which have been resold during the year have been resold in compliance with all of the terms and provisions of the Deed Rider then in effect with respect to each such Low and Moderate Income Unit, and in compliance with the Regulations and Guidelines and this Agreement; and that the Project and the Low and Moderate Income Units have otherwise

been maintained in a manner consistent with the Regulations and Guidelines, this Agreement, and the Deed Rider then in effect with respect to each Low and Moderate Income Unit.

8. Upon execution, the Project Sponsor shall immediately cause this Agreement and any amendments hereto to be recorded/filed with the Registry, and the Project Sponsor shall pay all fees and charges incurred in connection therewith. Upon recording or filing, as applicable, the Project Sponsor shall immediately transmit to DHCD and the Municipality evidence of such recording or filing including the date and instrument, book and page or registration number of the Agreement.

9. The Project Sponsor hereby represents, covenants and warrants as follows:

(a) The Project Sponsor (i) is a non-profit corporation, duly organized under the laws of the Commonwealth of Massachusetts, and is qualified to transact business under the laws of this State, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has the full legal right, power and authority to execute and deliver this Agreement.

(b) The execution and performance of this Agreement by the Project Sponsor (i) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, and (ii) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Project Sponsor is a party or by which it or the Project is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.

(c) The Project Sponsor will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the Project free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement, any loan documents relating to the Project the terms of which are approved by DHCD, or other permitted encumbrances, including mortgages referred in paragraph 10, below).

(d) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Project Sponsor, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Agreement) or would materially or adversely affect its financial condition.

10. Except for sales of Low and Moderate Income Units to Eligible Purchasers and sales of other Units to unit owners in the ordinary course of business as permitted by the terms of this Agreement, the Project Sponsor will not sell, transfer, lease, or exchange the Project or any portion thereof or interest therein (collectively, a "Sale") or (except as permitted under Section (d) below) mortgage the Property without the prior written consent of DHCD and the Municipality.

(a) A request for consent to a Sale shall include:

- A signed agreement stating that the transferee will assume in full the Project Sponsor's obligations and duties under this Agreement, together with a

certification by the attorney or title company that it will be held in escrow and, in the case of any transfer other than a transfer of Beneficial Interests, recorded in the Registry of Deeds with the deed and/or other recorded documents effecting the Sale;

- The name of the proposed transferee and any other entity controlled by or controlling or under common control with the transferee, and names of any affordable housing developments in the Commonwealth owned by such entities;
- A certification from the Municipality that the Project is in compliance with the affordability requirements of this Agreement.

(b) Consent to the proposed Sale shall be deemed to be given unless DHCD or the Municipality notifies the Project Sponsor within thirty (days) after receipt of the request that either

- The package requesting consent is incomplete, or
- The proposed transferee (or any entity controlled by or controlling or under common control with the proposed transferee) has a documented history of serious or repeated failures to abide by agreements of affordable housing funding or regulatory agencies of the Commonwealth or the federal government or is currently in violation of any agreements with such agencies beyond the time permitted to cure the violation, or
- The Project is not being operated in compliance with the affordability requirements of this Agreement at the time of the proposed Sale.

(c) The Project Sponsor shall provide DHCD and the Municipality with thirty (30) day's prior written notice of the following:

- (i) any change, substitution or withdrawal of any general partner, manager, or agent of the Project Sponsor; or
- (ii) the conveyance, assignment, transfer, or relinquishment of a majority of the Beneficial Interests (herein defined) in the Project Sponsor (except for such a conveyance, assignment, transfer or relinquishment among holders of Beneficial Interests as of the date of this Agreement).
- (iii) the sale, mortgage, conveyance, transfer, ground lease, or exchange of the Project Sponsor's interest in the Project or any party of the Project.

For purposes hereof, the term "Beneficial Interest" shall mean: (i) with respect to a partnership, any partnership interests or other rights to receive income, losses, or a return on equity contributions made to such partnership; (ii) with respect to a limited liability company, any interests as a member of such company or other rights to receive income, losses, or a return on

equity contributions made to such company; or (iii) with respect to a company or corporation, any interests as an officer, board member or stockholder of such company or corporation to receive income, losses, or a return on equity contributions made to such company or corporation.

Notwithstanding the above, DHCD's consent under this Section 9 shall not be required with respect to the grant by the Project Sponsor of any mortgage or other security interest in or with respect to the Project to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender made at no greater than the prevailing rate of interest or any exercise by any such mortgagee of any of its rights and remedies (including without limitation, by foreclosure or by taking title to the Project by deed in lieu of foreclosure), subject, however to the provisions of Section 14 hereof.

The Project Sponsor hereby agrees that it shall provide copies of any and all written notices received by the Project Sponsor from a mortgagee exercising or threatening to exercise its foreclosure rights under the mortgage.

11. Until such time as decisions regarding repair of damage due to fire or other casualty, or restoration after taking by eminent domain, shall be made by a condominium association or trust not controlled by the Project Sponsor, (or if the Project consists of detached dwellings, by homebuyers) Project Sponsor agrees that if the Project, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Project Sponsor will use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with the terms of this Agreement, subject to the approval of the Project's lenders, which lenders have been approved by DHCD and the Municipality.

12. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any amendments to this Agreement must be in writing and executed by all of the parties hereto. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions hereof.

13. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when delivered by hand or when mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate by written notice:

DHCD: Department of Housing and Community Development
Attention: Local Initiative Program Director
100 Cambridge St., Suite 300
Boston, MA 02114

Municipality: Town of Andover, Town Manager
36 Bartlet Street
Andover, MA 01810

Project Sponsor: Andover Community Trust, Inc.
P.O. Box 5038
Andover, MA 01810

14. (a) This Agreement and all of the covenants, agreements and restrictions contained herein shall be deemed to be an affordable housing restriction as that term is defined in G.L. c. 184, § 31 and as that term is used in G.L. c.184, § 26, 31, 32 and 33. This Agreement shall bind, and the benefits shall inure to, respectively, the Project Sponsor and its successors and assigns, and DHCD and its successors and assigns and the Municipality and its successors and assigns. DHCD has determined that the acquiring of such affordable housing restriction is in the public interest. The term of this Agreement shall be perpetual, provided however, that this Agreement shall terminate if (a) at any time hereafter there is no Low and Moderate Income Unit at the Project which is then subject to a Deed Rider containing the Resale Restrictions, and there is no Low and Moderate Income Unit at the Project which is owned by the Municipality or DHCD as provided in Section 4 hereof, or (b) if a Comprehensive Permit is not granted to the Project Sponsor for the Project by either the Municipality's Board of Appeals (as that term is defined in the Regulations) or by the Housing Appeals Committee (as that term is used in the Act) within a period of eighteen months from the date of execution of this Agreement, or (c) if at any time the Comprehensive Permit is revoked and all applicable appeal periods with respect to such revocation have expired]. The rights and restrictions contained in this Agreement shall not lapse if the Project is acquired through foreclosure or deed in lieu of foreclosure or similar action, and the provisions hereof shall continue to run with and bind the Project.

(b) The Project Sponsor intends, declares and covenants on behalf of itself and its successors and assigns (i) that this Agreement and the covenants, agreements and restrictions contained herein shall be and are covenants running with the land, encumbering the Project for the term of this Agreement, and are binding upon the Project Sponsor's successors in title, (ii) are not merely personal covenants of the Project Sponsor, and (iii) shall bind the Project Sponsor, its successors and assigns and enure to the benefit of DHCD and its successors and assigns for the term of the Agreement. Project Sponsor hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for the provisions of this Agreement to constitute restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are also deemed to be satisfied in full.

(c) The Resale Restrictions contained in each of the Deed Riders which are to encumber each of the Low and Moderate Income Units at the Project pursuant to the requirements of this Agreement shall also constitute an affordable housing restriction as that term is defined in G.L. c. 184, §31 and as that term is used in G.L. c. 184, §§26, 31, 32, and 33. Such Resale Restrictions shall be for the benefit of both DHCD and the Municipality and both DHCD and the Municipality shall be deemed to be the holder of the affordable housing restriction created by the Resale Restrictions in each of the Deed Riders. DHCD has determined that the acquiring of such affordable housing restriction is in the public interest. To the extent that the Municipality is the holder of the Resale Restrictions to be contained in each of the Deed Riders, the Director of DHCD by the execution of this Agreement hereby approves such Resale Restrictions in each of the Deed

Riders for the Low and Moderate Income Units of the Project as required by the provisions of G.L. c. 184, §32.

15. The Project Sponsor and the Municipality each agree to submit any information, documents, or certifications requested by DHCD which DHCD shall deem necessary or appropriate to evidence the continuing compliance of the Project Sponsor and the Municipality with the terms of this Agreement.

16. (a) The Project Sponsor and the Municipality each covenant and agree to give DHCD written notice of any default, violation or breach of the obligations of the Project Sponsor or the Municipality hereunder, (with a copy to the other party to this Agreement) within seven (7) days of first discovering such default, violation or breach (a "Default Notice"). If DHCD becomes aware of a default, violation, or breach of obligations of the Project Sponsor or the Municipality hereunder without receiving a Default Notice from Project Sponsor or the Municipality, DHCD shall give a notice of such default, breach or violation to the offending party (with a copy to the other party to this Agreement) (the "DHCD Default Notice"). If any such default, violation, or breach is not cured to the satisfaction of DHCD within thirty (30) days after the giving of the Default notice by the Project Sponsor or the Municipality, or if no Default Notice is given, then within thirty (30) days after the giving of the DHCD Default Notice, then at DHCD's option, and without further notice, DHCD may terminate this Agreement, or DHCD may apply to any state or federal court for specific performance of this Agreement, or DHCD may exercise any other remedy at law or in equity or take any other action as may be necessary or desirable to correct non-compliance with this Agreement.

(b) If DHCD elects to terminate this Agreement as the result of a breach, violation, or default hereof, which breach, violation, or default continues beyond the cure period set forth in this Section 16(a), then the Low and Moderate Income Units and any other Units at the Project which have been included in the Subsidized Housing Inventory shall from the date of such termination no longer be deemed SHI Eligible Housing for the purposes of the Act and shall be deleted from the Subsidized Housing Inventory. The foregoing sentence shall not apply to Low and Moderate Income Units that have been conveyed in compliance and remain in compliance with Section 3 of this Agreement.

17. The Project Sponsor represents and warrants that it has obtained the consent of all existing mortgagees of the Project to the execution and recording of this Agreement and to the terms and conditions hereof and that all such mortgagees have executed the Consent and Subordination of Mortgage to Regulatory Agreement attached hereto and made a part hereof.

18. DHCD may delegate to the Municipality any of its oversight and enforcement responsibilities under this Agreement, with the agreement of the Municipality, by providing written notice of such delegation to the Project Sponsor and the Municipality.

19. (a) When executed by DHCD, this Agreement shall constitute Final Approval of the Project as described in 760 CMR 56.04(7). DHCD hereby reaffirms and incorporates by reference in this Agreement each of the findings with respect to project eligibility required by 760 CMR 56.04(1) made in the Site Eligibility Letter for the Project dated February 16, 2018.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Executed as a sealed instrument as of the date first above written.

PROJECT SPONSOR

By: _____
Its:

DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT

By: _____
Its:

MUNICIPALITY

By: _____
Its:

- Attachments: Exhibit A - Legal Property Description
Exhibit B - Prices & Location of Low & Moderate Income Units
Exhibit C - Form of Deed Rider

Consent forms signed by any and all mortgagees whose mortgages are recorded prior to this Regulatory Agreement must be attached to this Regulatory Agreement.

© DHCD When used in the Local Initiative Program, this form may not be modified without the written approval of the Department of Housing and Community Development.

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss. _____, 20__

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ of the _____ [Project Sponsor], and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
Print Name:
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK, ss. _____, 20__

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ for the Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
Print Name:
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____,ss. _____, 20__

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ for the City/Town of _____, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
Print Name:
My Commission Expires:

**CONSENT AND SUBORDINATION OF MORTGAGE
TO REGULATORY AGREEMENT**

Reference is hereby made to a certain Mortgage dated _____ given by _____ to _____, recorded with the _____ Registry of Deeds at Book _____, Page _____ ("Mortgage").

The Undersigned, present holder of said Mortgage, hereby recognizes and consents to the execution and recording of this Agreement and agrees that the aforesaid Mortgage shall be subject and subordinate to the provisions of this Agreement, to the same extent as if said Mortgage had been registered subsequent thereto. The Undersigned further agrees that in the event of any foreclosure or exercise of remedies under said Mortgage it shall comply with the terms and conditions hereof.

[NAME OF LENDER]

By: _____
Its:

(If the Project has more than one mortgagee, add additional consent forms.)

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss. _____, 20__

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ of _____ Bank, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
Print Name:
My Commission Expires:

EXHIBIT A

Property Description

EXHIBIT A

**STOTT CIRCLE CONDOMINIUM
8 Lupine Road, Andover, MA 01810**

The land known as 8 Lupine Road, in Andover, Essex County, Commonwealth of Massachusetts, bounded and described as follows:

Beginning at a stone bound on Lupine Road;

Thence easterly by land of Andover Village Improvement Society thirty (30) feet;

Thence southerly by an old wall by land of the (former) grantee, Mary Byers Smith, four hundred and eleven (411) feet to land of Mitchell Johnson;

Thence westerly by land of said Johnson two hundred fifty-four (254) feet to a post on Lupine Road;

Thence northeasterly by Lupine Road three hundred ninety-six (396) feet to the point of beginning.

The said land is shown on a Plan entitled, "Plan of Land in Andover, Mass., Belonging to Mary Byers Smith, June, 1938, Dana W. Clark, C.E.", recorded with the Essex North Registry of Deeds as Plan No. 1122. See also Plan No. 17615 recorded June 9, 2017 with the Essex North Registry of Deeds.

Being the same premises described in a Deed from South Church Andover, a/k/a South Church, Incorporated, to Andover Community Trust, Inc. dated July 10, 2018 and recorded August 9, 2018 in the Essex North Registry of Deeds in Book 15580, Page 174.

EXHIBIT B

Re: Stott Circle Condominium
(Project name)
Andover, MA
(City/Town)
Andover Community Trust, Inc.
(Developer)

Maximum Initial Selling Prices, Initial Condominium Fees, and Percentage Interest Assigned to
Low and Moderate Income Units

	<u>Initial Sales Price</u>	<u>Condo Fee</u>	<u>% Interest</u>
Units 1, 2, 5, and 6*	\$181,600.00	\$154.63	15.8%
Units 3 and 4	\$210,000.00	\$180.07	18.4%

*The Maximum Sale Price of these Low and Moderate Income Units have been calculated to be affordable to a Family whose gross income equals sixty percent (60%) of the median income for the Area.

**AFFORDABLE HOUSING MONITORING AGREEMENT
FOR
STOTT CIRCLE CONDOMINIUM IN ANDOVER, MA**

This Affordable Housing Monitoring Agreement (the "Agreement") is made this _____ day of _____ 2021 by and among Andover Community Trust, Inc., having an address at Two Dundee Park, Suite B02A, P.O. Box 5038, Andover MA 01810, and its successors and assigns (the "Developer") (the "Project Sponsor") (the "Monitoring Agent") and the Town of Andover (the "Municipality").

WITNESSETH:

WHEREAS, the Developer intends to construct a housing development known as Stott Circle Condominium at a 49,679 sf site at 8 Lupine Road in the Municipality (the "Project");

WHEREAS, the Project is subject to a Regulatory Agreement between the Department of Housing and Community Development ("DHCD") and the Project Sponsor (the "Regulatory Agreement");

WHEREAS, the Project is to consist of a total number of six (6) condominium units/detached dwellings (the "Units") and all six (6) of the Units will be affordable housing units sold to persons or households with incomes at or below eighty percent (80%) of the regional median household income;

WHEREAS, upon application of the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) and the Project Sponsor, DHCD made a determination of project eligibility pursuant to 760 CMR 56.04 and the Project Sponsor has received a comprehensive permit from the Zoning Board of Appeals of the Municipality, which permit is recorded/filed at the North Essex Registry of Deeds/Registry District of the Land Court (the "Registry") in Book 15490, Page 181, as amended (the "Comprehensive Permit)

WHEREAS, for the purposes of ensuring that the Developer is abiding by its obligations relative to the Affordable Units pursuant to the Comprehensive Permit, a Monitoring Agreement shall be provided;

WHEREAS, the Andover Community Trust has been assigned as the Monitoring Agent to perform certain administration, monitoring and enforcement services regarding compliance of the Project's Affordable Units.

NOW, THEREFORE, in consideration of the agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are

hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Monitoring Services. Monitoring Agent shall monitor the compliance of the Project with the Affordability Requirement, as more fully described herein.

(a) Affordability Requirement.

(i) **Initial Sales.** The Developer agrees to deliver to the Monitoring Agent the income, asset and age certifications, deeds and Affordable Housing Restrictions with respect to initial sales of Affordable Units as required under the Regulatory Agreement (the "Initial Sales Data"). The Monitoring Agent agrees to review the Initial Sales Data and determine the substantive compliance of the Project with the Affordability Requirement in accordance with the rules of DHCD. The Monitoring Agent shall also ensure substantive compliance with the approved Marketing Plan and lottery process. Upon completion of its review of Initial Sales Data, the Monitoring Agent shall deliver to DHCD and the Municipality a copy of such data together with the Monitoring Agent's determination of whether the Affordability Requirement has been met. The DHCD shall make the final determination of whether the Affordability Requirement has been met and shall notify the Municipality of its determination.

(ii) **Resales.** The Monitoring Agent also agrees to monitor resales of Affordable Units (including review of income and asset certifications, deeds and Affordable Housing Restrictions) for compliance with the terms of the Affordable Housing Restriction, and issuance of certifications, as appropriate, in connection with approval of resales. The Monitoring Agent shall also locate and select, or provide assistance to the Municipality in locating and selecting, Eligible Purchasers, including without limitation, ensuring compliance with the approved Marketing Plan and lottery process.

On resale of an Affordable Unit, at the request of the purchaser, the Monitoring Agent shall, if necessary under the terms of the Affordable Housing Restriction, issue a new Resale Price Certificate recalculating the Resale Price Multiplier in accordance with the terms of the Affordable Housing Restriction, and the purchaser may record the new Resale Price Certificate immediately after the recording of the deed to such Affordable Unit. The Resale Price Multiplier set forth in the most recently recorded Resale Price Certificate shall apply to each subsequent resale of the Affordable Unit.

(b) Annual Reports. The Monitoring Agent agrees to prepare and deliver annually a report (the "Annual Compliance Report") to the Municipality on compliance of the Project with the Affordability Requirement. The Annual Compliance Report shall indicate the extent of noncompliance with the relevant reporting and/or substantive requirements, describe efforts being made by the Developer to remedy such noncompliance and, if appropriate, recommend possible enforcement action by the Monitoring Agent and/or Municipality against the Developer. The Monitoring Agent shall deliver the Annual Compliance Report within one hundred twenty (120) days of the end of each calendar year during the term of this Agreement.

(c) Supplemental Monitoring Services. The Monitoring Agent shall provide reasonable supplemental monitoring on its own initiative in order to ensure to the extent practicable (i) the compliance by the Developer with the Affordability Requirement, and (ii) the compliance by the owners of the Affordable Units with the requirements of the Affordable Housing Restriction, including without limitation the owner-occupancy requirement and the Resale Restrictions (including recalculating the Resale Price Multiplier, if necessary). The services hereunder shall also include considerations of requests for refinancing, approval of capital improvements, further encumbrances and leasing an Affordable Unit. The services hereunder shall not include any construction monitoring. The services hereunder shall include follow-up discussions with the Developer and/or owners of the Affordable Units, if appropriate, after an event of noncompliance. The Monitoring Agent shall be entitled to a reasonable fee for supplemental monitoring services as set forth in the Homebuyer Disclosure Statement executed by the buyer of the Affordable Unit.

2. **Developer Obligations.** The Developer agrees to deliver to the Monitoring Agent the income, asset and age certifications, deeds and Affordable Housing Restrictions with respect to initial sales of Affordable Units as required under the Affordable Housing Restriction on a timely basis.

3. **Monitoring Services Fee.** The Monitoring Agent shall receive a fee of \$0 from the Developer. Such fee shall constitute payment for the services of the Monitoring Agent with respect to compliance by the Developer with the Affordability Requirement in connection with initial sales of the Affordable Units. As provided in the Affordable Housing Deed Rider for each Affordable Unit, the Monitoring Agent shall receive a Resale Fee of up to two and one-half percent (2.5%) of the product of the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, to be paid by the seller of the Affordable Unit at each closing as a condition precedent to closing, for the services with respect to monitoring each subsequent sales transaction for compliance with the Resale Restrictions and the other terms of the Affordable Housing Deed Rider. Such fee shall be payable for all transfers of Affordable Units, including those to an Eligible Purchaser or any other purchaser. If the Monitoring Agent's fee is not paid at the time of closing, the Monitoring Agent shall be entitled to payment from the purchaser of the Affordable Unit and to bring an action and seek an attachment of the interest of the purchaser in the Affordable Unit. Neither the Project Sponsor nor the Municipality shall have any responsibility for payment of any fee to Monitoring Agent hereunder.

4. **Enforcement Services.** In the event of serious or repeated violations of the substantive or reporting requirements of the Regulatory Agreement (with respect to the Affordability Requirement) or a failure by the Developer to take appropriate actions to cure a default under the Regulatory Agreement (with respect to the Affordability Requirement), the Monitoring Agent shall have the right, with the prior consent of the Municipality, to take appropriate enforcement action against the Developer, including, without limitation, legal action to compel the Developer to comply with the Affordability Requirement. The Regulatory Agreement provides for payment by the Developer of fees and expenses (including legal fees) of the Monitoring Agent in the event enforcement action is taken against the Developer thereunder and grants to the Monitoring Agent a lien on the Project, junior to the lien securing the Loan, to secure payment of such fees and expenses. The Monitoring Agent shall be entitled to seek recovery of its fees and expenses incurred in enforcing the Regulatory Agreement against the Developer and to assert a lien on the Project to secure payment by the Developer of such fees and expenses.

In the event of a violation of the provisions of an Affordable Housing Restriction, the Monitoring Agent shall have the right, with the prior consent of the Project Sponsor, to take appropriate enforcement action against the unit owner or the unit owner's successors in title, including, without limitation, legal action to compel the unit owner to comply with the requirements of the relevant Affordable Housing Restriction. The form

of Affordable Housing Restriction shall provide for payment by the unit owner of fees and expenses (including legal fees) of the Monitoring Agent in the event enforcement action is taken against the unit owner thereunder and shall grant to the Monitoring Agent a lien on the unit, junior to the lien of any institutional holder of a first mortgage on the unit to secure payment of such fees and expenses. The Monitoring Agent shall be entitled to seek recovery of its fees and expenses incurred in enforcing an Affordable Housing Restriction against the unit owner and to assert a lien on the relevant unit to secure payment by the unit owner of such fees and expenses.

The Monitoring Agent shall not be entitled to seek any compensation or reimbursement from DHCD or the Municipality in connection with the enforcement services under this Section, it being understood that the Monitoring Agent shall look solely to the reimbursement rights described above for payment of the Monitoring Agent's costs and expenses.

5. **Term.** The term and the monitoring services provided under this Agreement, continue for so long as there is any Affordable Unit subject to an Affordable Housing Restriction.
6. **Responsibility of Monitoring Agent.** The Monitoring Agent shall not be held liable for any action taken or omitted under this Agreement so long as it shall have acted in good faith and without gross negligence.
7. **Successor Monitoring Agent/Further Delegation/Conflict of Interest.**
 - (a) This Agreement is terminable at will by the Monitoring Agent or the Municipality with sixty (60) days notice to the other parties. In addition, this Agreement is terminable immediately by the Municipality should the Monitoring Agent be dissolved or become incapable of fulfilling its obligations during the term of this Agreement. In the event of termination of this Agreement, the Municipality shall promptly appoint a successor monitoring agent to serve as Monitoring Agent for the remaining term of this Agreement.

(b) The Monitoring Agent shall not delegate all or any portion of its obligations hereunder without the prior approval of the Municipality. If the Monitoring Agent performs any functions for the Developer, such as running the lottery, which would be subject to oversight by the Monitoring Agent, the Monitoring Agent must delegate oversight of such functions to a Municipality-approved entity.

8. **Indemnity.** The Developer agrees to indemnify and hold harmless the Monitoring Agent, DHCD and the Municipality against all damages, costs and liabilities, including reasonable attorney's fees, asserted against the Monitoring Agent, DHCD or the Municipality by reason of its relationship with the Project under this Agreement and not involving the Monitoring Agent, DHCD or the Municipality acting in bad faith and with gross negligence.
9. **Applicable Law.** This Agreement, and the application or interpretation hereof, shall be governed by the laws of The Commonwealth of Massachusetts.
10. **Binding Agreement.** This Agreement shall be binding on the parties hereto, their heirs, executors, personal representatives, successors and assigns.
11. **Headings.** All paragraph headings in this Agreement are for the convenience of reference only and are not intended to qualify the meaning of the paragraph.
12. **Third-Party Beneficiaries.** The DHCD and the Municipality shall be entitled to enforce this Agreement and may rely on the benefits of this Agreement.
13. **Entire Agreement.** This Agreement supersedes all prior agreements between the parties with respect to the Project, whether oral or written, including without limitation, all correspondence between the parties and between counsel for their respective parties. This Agreement constitutes the sole and entire agreement between the parties hereto with respect to the subject transaction, and the rights, duties, and obligations of the parties with respect thereto. In executing this Agreement, the Monitoring Agent acknowledges that the Monitoring Agent is not relying on any statement, representation, warranty, covenant or agreement of any kind made by the Developer, DHCD or the Municipality or any employee or agent of any of the foregoing, except for the agreements set forth herein.

14. **Definitions.** Any capitalized term used and not defined herein shall have the same meaning as set forth in the Regulatory Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

Developer and Project Sponsor
Andover Community Trust, Inc.

By: Priscilla K. Corning
Its Treasurer

Municipality,
Town of Andover

By: _____
Its _____

Monitoring Agent,
Andover Community Trust, Inc.

By: Daniel Johnson
Its Executive Director

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Essex, Ss.

Nov. 8, 2021

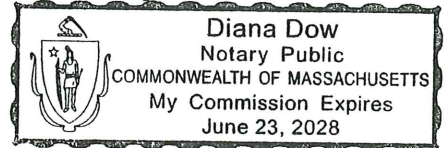
On this 8th day of November, 2021, before me, the undersigned notary public, personally appeared Priscilla K. Loring of Andover Community Trust, proved to me through satisfactory evidence of identification, which were Mass. Drivers License to be the person whose name is signed on the preceding document, as Treasurer [Developer], and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Diana Dow

Notary Public

Print Name:

My Commission Expires:



COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Essex, Ss.

Nov. 8, 2021

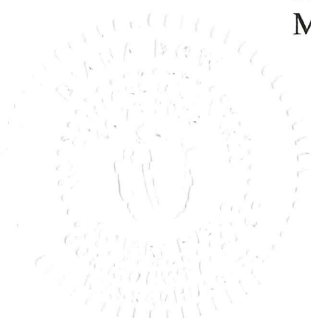
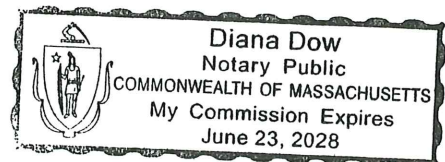
On this 8th day of November, 2021, before me, the undersigned notary public, personally appeared Denise Johnson of Andover Community Trust, proved to me through satisfactory evidence of identification, which were Mass. Drivers License to be the person whose name is signed on the preceding document, as Executive Director [Municipality], and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Diana Dow

Notary Public

Print Name:

My Commission Expires:



COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, Ss. _____, 2021__

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____ of _____, proved to me through satisfactory evidence of identification, which were Mass. Drivers License to be the person whose name is signed on the preceding document, as _____ [Municipality], and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
Print Name:
My Commission Expires:

14. **Definitions.** Any capitalized term used and not defined herein shall have the same meaning as set forth in the Regulatory Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

Developer and Project Sponsor
Andover Community Trust, Inc.

By: *Russell K. Long*
Its *Treasurer*

Municipality,
Town of Andover

By: _____
Its _____

Monitoring Agent,
Andover Community Trust, Inc.

By: *Dennis Johnson*
Its *Executive Director*

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Essex, Ss. Nov. 8, 2021

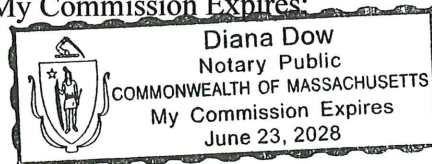
On this 8th day of November, 2021, before me, the undersigned notary public, personally appeared Priscilla K. Loring of Andover Community Trust, proved to me through satisfactory evidence of identification, which were Mass. Drivers License to be the person whose name is signed on the preceding document, as Treasurer [Developer], and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Diana Dow

Notary Public

Print Name:

My Commission Expires:



COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Essex, Ss. Nov. 8, 2021

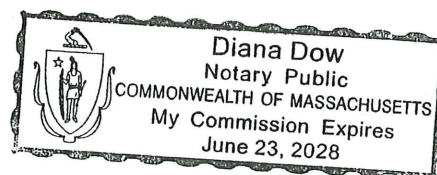
On this 8th day of November, 2021, before me, the undersigned notary public, personally appeared Denise Johnson of Andover Community Trust, proved to me through satisfactory evidence of identification, which were Mass. Drivers License to be the person whose name is signed on the preceding document, as Executive Director [Municipality], and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Diana Dow

Notary Public

Print Name:

My Commission Expires:



COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, Ss. _____, 2021__

On this _____ day of _____, 20 __, before me, the undersigned notary public, personally appeared _____ of _____, proved to me through satisfactory evidence of identification, which were Mass. Drivers License to be the person whose name is signed on the preceding document, as _____ [Municipality], and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
Print Name:
My Commission Expires:

Motion for Stott Circle Condominium Project

I move that the Select Board approve the Regulatory Agreement and Declaration of Restrictive Covenants and the Monitoring Agreement for the Stott Circle Condominium Project and authorize the Town Manager to sign the Agreements and any related documents.

Commission on Diversity, Equity and Inclusion Strategic Plan

Welcome.

Andover's Progress: Diversity, Equity and Inclusion

Introductions

Definitions

Organizational Structure

History

Strategic Plan

Community Involvement



Land Acknowledgement

We open by respectfully acknowledging that we collectively gather on the territory of many Indigenous peoples, who have stewarded this land for hundreds of generations. With gratitude to the Andover Center for History & Culture for their guidance, we acknowledge the harmful effect colonization and violent systemic and cultural inequities have had on our understanding of Indigenous identity and terminology. Andover was home to the Pennacook people as early as 6000 BCE, and we honor their past, present, and emerging leaders.

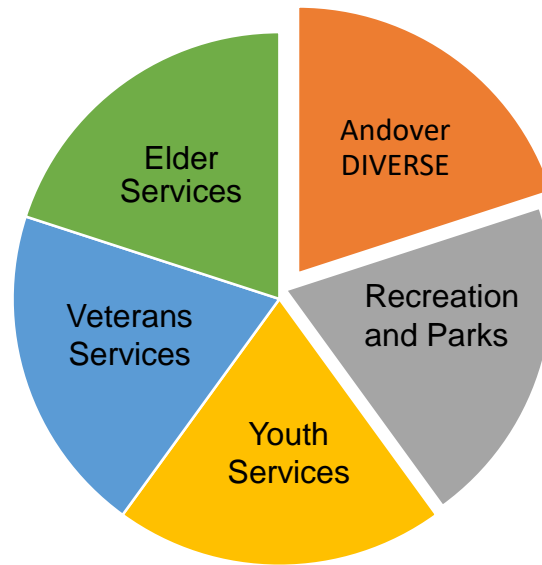
As members of the Town of Andover's Diversity, Equity, and Inclusion Commission, we will continue to learn, respect, and reconcile the histories, legacies, and ongoing experiences of Indigenous injustice. Land Acknowledgments are a small, but essential, step towards building a culture of respect, truth, and accountability. To learn more about the land we are on, visit: <https://native-land.ca/>.

Community Commitments

1. **Put Relationships First** - Work to build community and trust with an awareness and understanding of power dynamics. Relationships are built off shared experiences. Speak your own truth while also knowing that there are multiple truths. Honor and respect one another.
2. **Be Kind and Brave** - Treat others how they wish to be treated. Expect to be uncomfortable and work to be explicit with your language about race, class, gender, immigration, etc.
3. **Be self-aware** - Speak for yourself – use “I” or “me” statements and share your own story, not that of others. Acknowledge your privilege, be courageously honest and vulnerable yet mindful of your words and actions. Regardless of intent, take responsibility for potential harm as your words may impact others in ways you did not expect. Embrace a willingness to “get it right” rather than “to be right”.
4. **Understand Power Dynamics** - We live in a world that advantages particular social identity groups over others. Be aware of your own privileged identities and how you might use your privilege: from taking up too much emotional and airtime space or disengaging. Acknowledge that everyone has a right to be at the table, *especially* when their experience and style is different from your own so that we are able to allow, celebrate, and respect diversity.
5. **Strive to be anti-racist and know that it is a process** - Show what you’re learning, not what you already know and accept that much of this may be about challenging your own assumptions and biases. Commit to being inclusive, “see” who is harmed by particular policies and practices, challenge those systems and eliminate barriers to create an equitable and just Andover.

Andover DIVERSE

Andover DIVERSE (Diversity, Inclusion, Values, Respect, Support and Education) is focused on advancing community-driven initiatives and engagement with the goal of building a more inclusive Andover.



Community Services Department

Timeline/Accomplishments

2020

- Andover DIVERSE Division Created
- Diversity Audit Consultant hired, Public Forum held
- Andover DIVERSE Working Group assembled, Survey/Focus Groups designed
- Proposed Commission on DEI structure developed
- Select Board approves creation of Commission on DEI
- Diversity in Programming working group created, evolution of offerings, language, images on-going

2021

- Commission on DEI members appointed, meetings begin, founding documents created
- Diversity Audit completed, findings presented
- Town Meeting approves funding for Director of DEI position
- Strategic Plan drafted
- Strategic Plan socialized
- Working groups populated
- Director of DEI hired
- Strategic goal completion underway, short-term goals completed

Town of Andover

Commission on Diversity, Equity and Inclusion

Work to combat racism and discrimination in Andover by supporting programs, initiatives, education, outreach, policies and institutional change which contribute to an inclusive Andover.



Town of Andover

Diversity Audit

Anonymous Survey

1,500 participants

% reflective of Town demographics

Focus Groups

23 sessions

77 participants

Visions Consulting, Richard Pinderhughes



Diversity Audit Recommendations

1. Hire a more diverse workforce
2. Increase training/cultural competence for all employees
3. Ensure institutional support for DEI work
4. Support improvements in school curriculum and culture
5. Empower youth to participate in making cultural change
6. Improve residents' sense of belonging through programming
7. Communication: Actively work to improve frequency of communications in/around matters of DEI
8. Establish a robust, legitimate, respectful process for reporting incidents of discrimination
9. Commit to regular, on-going racial climate monitoring



- Does the strategic plan resonate with you?
- Are there elements missing?
- Are the timelines (ongoing, short term, long term) reasonable?

Strategic Plan Goals

Undertake data collection, analysis and updates as necessary to inform decisions

Proactively diversify the Town of Andover's Workforce

Create lasting culture change through on-going training and conversation with municipal staff

Engage citizens through cross-cultural programming

Foster support for and partnership between Commission on DEI and municipal leadership

Foster and improve communications with community members

Strategic Plan Actions

Undertake data collection, analysis and updates as necessary to inform decisions

1. (OG) Create process to monitor and assess progress
2. (OG) Identify knowledge gaps and gather additional data when necessary
3. (OG) Conduct regular surveys to assess current climate

OG= On-going

Strategic Plan Actions

Proactively diversify the Town of Andover's Workforce

4. (ST) Research and adopt best practices related to diversifying workforces.
5. (ST) Examine and change language in postings and job descriptions to increase inclusivity.
6. (LT) Diversify recruitment pipelines
7. (OG) Disrupt bias in the interview process by confronting implicit biases and diversifying interview team.
8. (ST) Ensure for the success of new hires by creating a robust, inclusive onboarding and retention processes
9. (LT) Explore police and fire departments withdrawal from the civil service system to positively impact the Town's ability to diversify their workforces.

ST=short-term LT = Long -term OG = On-going

Strategic Plan Actions

Create lasting culture change through on-going training and conversation with municipal staff

10. (ST) Establish affinity groups that are institutionally supported
11. (ST) Creation of a training series on a variety of topics identified by relevant DEI /HR staff
12. (ST) Provide coaching and mentorship for municipal leadership on a variety of topics identified as priorities

ST= Short-Term

Strategic Plan Actions

Engage citizens through cross-cultural programming

13. ST) Support and expand town sponsored cultural celebrations
14. (OG) Enhance town sponsored programming which reflects the diversity that is Andover
15. (ST) Partner with community organizations working with underrepresented communities
16. (OG) Engage citizens, business owners, the faith community, etc. in planning, programming and decision-making to become a more inclusive community.

ST = Short-term OG = On-going

Strategic Plan Actions

Foster support for and partnership between Commission on DEI and municipal leadership

- 17. (ST) Develop and institutionalize communication with municipal leaders through regular updates and recommendations
- 18. (ST) Voice the Commission's support of the DEI work in the schools
- 19. (OG) Engage and actively support the strength of Andover's youth
- 20. (ST) Actively work to increase the participation of Andover's youth in the work

ST = Short-term OG = On-going

Strategic Plan Actions

Foster and improve communications with community members

21. (ST) Identify community-based groups and stakeholders and establish relationships with them.
22. (ST/OG) Create a confidential, effective and efficient process for reporting incidents of concern to municipal leaders which ensure these concerns are heard and responded to in a timely and respectful manner. Ensure for regular communication regarding the importance of reporting incidents
23. (ST) Create a communication strategy
24. (OG) Proactively plan and respond to instances of harassment

ST = Short-term

LT = Long-term

OG = On-going

- Does the strategic plan resonate with you?
- Are there elements missing?
- Are the timelines (ongoing, short term, long term) reasonable?

Working Groups

Creating lasting change in Andover requires community participation.

The Working Groups, comprised of municipal staff, Commission on DEI members and community volunteers will, together, ensure progress is made.

We invite you to consider participating.

Please visit: [Andover DIVERSE | Andover, MA \(andoverma.gov\)](https://www.andoverma.gov/andover-diverse)

Working Groups



Strategic Plan Actions by Working Group

Data Gathering / Engagement

1. (OG) Create process to monitor and assess progress
2. (OG) Identify knowledge gaps and gather add'l. data
3. (OG) Conduct regular data collection to assess current climate

Supporting Youth

18. (OG) Voice support of DEI happening in schools
19. (OG) Engage and actively support the strength of Andover's youth
20. (ST) Work to increase the participation of youth in DEI Efforts

Diversity in Hiring

4. (ST) Research and adapt best practices re: diversifying workforces
5. (ST) Examine and change language in job postings
6. (LT) Diversity recruitment pipelines
7. (OG) Disrupt bias in the hiring process
8. (ST) Ensure the success of BIPOC employees
9. Support Police/Fire in diversification of workforce
10. (ST) Establish affinity groups that are institutionally supported

Racial Climate / Reporting

1. (OG) Create process to monitor and assess progress
3. (OG) Conduct regular data collection to assess current climate
22. (ST/OG) Work with the Town to create a confidential reporting process
23. (OG) Raise Community Awareness of reporting process

Leadership Development

3. (OG) Conduct regular data collection to assess current climate
8. (ST) Ensure the success of BIPOC employees via onboarding, retention, advancement
9. Support Police/Fire in diversification of workforce
11. (ST) Create training series on topic ID'd by DEI/HR staff
12. (ST) Provide coaching/mentoring for leadership

Community Activities

1. (OG) Create process to monitor and assess progress
10. (ST) Establish affinity groups that are institutionally supported
13. (ST) Expand cultural celebrations
14. (OG) Supt. Prgmng the reflect the community
15. (ST) Partner with org. wkg with underrepresented communities
16. (OG) Engage woder community in programing

Communications

17. (ST) Develop and institutionalize comms with municipal leaders through regular communication
18. (OG) Voice support of DEI happening in schools
23. (OG) Raise Community Awareness of reporting process
24. (ST) Create a communication strategy

Working Groups

We invite you to participate in a working group.

Please contact Jemma Lambert, Director of Community Services at:

Jemma.lambert@andoverma.us

[Andover DIVERSE | Andover, MA \(andoverma.gov\)](#)

[Volunteer | Andover, MA \(andoverma.gov\)](#)

Motion for Commission on Diversity, Equity and Inclusion Strategic Plan

I move to accept the Commission on Diversity, Equity and Inclusion Strategic Plan.

Acceptance of Deeds and Approval of the Orders of Taking for 138 Chandler
Road and 0 Cross Street and 140 Chandler Road

QUITCLAIM DEED

Robert A. Park, Jr. and Sally A. Francis, Trustees of the Park Family Trust, dated January 12, 2001, and recorded with the Essex North District Registry of Deeds in Book 5979, Page 194, of 140 Chandler Road, Andover, MA 01810 (“Grantor”) for consideration paid and in full consideration of **Three Million Three Hundred Twenty-Five Thousand (\$3,325,000.00) Dollars**

Grant to the **Inhabitants of the Town of Andover**, a Massachusetts municipal corporation (“Grantee”), as authorized by Article 35 of the Town of Andover 2021 Annual Town Meeting, with QUITCLAIM COVENANTS, the real property in Andover, Essex County, Massachusetts, described in Exhibit A attached hereto.

For Grantor’s title see Deed recorded at North Essex District Registry of Deeds in Book 13971, Page 66.

WITNESS our hands and seals this _____ day of November, 2021.

PARK FAMILY TRUST

Robert A. Park, Jr., Trustee

Sally A. Francis, Trustee

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
0 Cross Street
Andover, MA 01810

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.” recorded with the Essex North District Registry of Deeds as Plan No. _____,

Lot 1 contains 1,617,193 square feet, more or less, and Lot 2 contains 238,375 square feet, more or less, all as more particularly described on said Plan.

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

Christian C. Huntress

Alexander J. Vispoli

Richard T. Howe

Ann W. Gilbert

Laura M. Gregory

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 persons whose names are 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:

QUITCLAIM DEED

We, **Robert A Park, Jr. and Joan A. Park**, husband wife as tenants by the entirety, of 140 Chandler Road, Andover, MA 01810 (“Grantor”) for consideration paid and in full consideration of **Six Hundred Thousand and 00/100 (\$600,000.00) Dollars**

Grant to the **Inhabitants of the Town of Andover**, a Massachusetts municipal corporation (“Grantee”) with QUITCLAIM COVENANTS, as authorized by Article 35 of the Town of Andover Annual Town Meeting, the real property in Andover, Essex County, Massachusetts, described in Exhibit A attached hereto.

For Grantor’s title see Deed recorded at North Essex District Registry of Deeds in Book 3928, Page 82.

Grantor hereby releases any rights of homestead in the granted premises and certifies that there is no other person entitled to a homestead in the premises.

WITNESS our hands and seals this _____ day of November, 2021.

Robert A. Park, Jr.

Joan A. Park

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

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." recorded with the Essex North District Registry of Deeds as Plan No. _____, 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.

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

Christian C. Huntress

Alexander J. Vispoli

Richard T. Howe

Ann W. Gilbert

Laura M. Gregory

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 persons whose names are 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:

ORDER OF TAKING
138 CHANDLER ROAD and 0 CROSS STREET

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:

Upon motion made and duly seconded it was VOTED that the Town appropriate the sum of Four Million Twenty Five Thousand (\$4,025,000.00) Dollars for the acquisition of the land with the buildings thereon, and for costs related to such acquisition including but not limited to costs of demolition and removal of property from the buildings and land, such land and buildings being described as follows:

The land with the buildings thereon known as a portion of 138 Chandler Road and a portion of Assessors Map 147, Lot 4, shown as Lot 1 on Page 1 of Plan of land entitled "Plan of Land in Andover, Mass., Prepared for the Town of Andover, Date: April 26, 2021, Scale: 1"=80'," by Andover Consultants, Inc., which Plan is on file with the Town Clerk, containing 1,617,193 square feet, more or less, as shown on said Plan; the land with the buildings thereon known as 140 Chandler Road and Assessors Map 147, Lot 5, shown as Lot B-1 on Page 1 of the Plan, containing 79,196 square feet, as shown on said Plan; and the land known as 0 Cross Street and Assessors Map 170, Lot 1 and Map 170, Lot 2, shown as Lot 2 on Page 2 of said Plan, containing 239,375 square feet, more or less, as shown on said Plan, for municipal purposes, and for any other costs incidental and related thereto, and to authorize the Select Board to acquire such land with the buildings thereon, by gift, option, purchase or eminent domain, upon terms and conditions deemed by the Select Board to be in the best interest of the Town; that to meet this appropriation, \$1,025,000 be transferred from free cash and the Treasurer, with the approval of the Select Board, is authorized to borrow \$3,000,000 under and pursuant to G.L. c.44, §7(1) or any other enabling authority, and to issue bonds or notes of the Town therefor. Any premium received upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

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 138 Chandler Road and 0 Cross Street, 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

Christian C. Huntress

Alexander J. Vispoli

Richard T. Howe

Ann W. Gilbert

Laura M. Gregory

COMMONWEALTH OF MASSACHUSETTS

Essex, SS. _____, 2021

On this _____ of _____, 2021, before me, the undersigned notary public, personally appeared _____

_____,
who are personally known to me and who are the persons whose names are signed on the preceding document, and acknowledged to me that they 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." recorded with the Essex North District Registry of Deeds as Plan No. _____.

Lot 1 contains 1,617,193 square feet, more or less, and Lot 2 contains 238,375 square feet, more or less, all as more particularly described on said Plan.

ORDER OF TAKING
140 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:

Upon motion made and duly seconded it was VOTED that the Town appropriate the sum of Four Million Twenty Five Thousand (\$4,025,000.00) Dollars for the acquisition of the land with the buildings thereon, and for costs related to such acquisition including but not limited to costs of demolition and removal of property from the buildings and land, such land and buildings being described as follows:

The land with the buildings thereon known as a portion of 138 Chandler Road and a portion of Assessors Map 147, Lot 4, shown as Lot 1 on Page 1 of Plan of land entitled “Plan of Land in Andover, Mass., Prepared for the Town of Andover, Date: April 26, 2021, Scale: 1”=80’,” by Andover Consultants, Inc., which Plan is on file with the Town Clerk, containing 1,617,193 square feet, more or less, as shown on said Plan; the land with the buildings thereon known as 140 Chandler Road and Assessors Map 147, Lot 5, shown as Lot B-1 on Page 1 of the Plan, containing 79,196 square feet, as shown on said Plan; and the land known as 0 Cross Street and Assessors Map 170, Lot 1 and Map 170, Lot 2, shown as Lot 2 on Page 2 of said Plan, containing 239,375 square feet, more or less, as shown on said Plan, for municipal purposes, and for any other costs incidental and related thereto, and to authorize the Select Board to acquire such land with the buildings thereon, by gift, option, purchase or eminent domain, upon terms and conditions deemed by the Select Board to be in the best interest of the Town; that to meet this appropriation, \$1,025,000 be transferred from free cash and the Treasurer, with the approval of the Select Board, is authorized to borrow \$3,000,000 under and pursuant to G.L. c.44, §7(1) or any other enabling authority, and to issue bonds or notes of the Town therefor. Any premium received upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

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, 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

Christian C. Huntress

Alexander J. Vispoli

Richard T. Howe

Ann W. Gilbert

Laura M. Gregory

COMMONWEALTH OF MASSACHUSETTS

Essex, SS. _____, 2021

On this _____ of _____, 2021, before me, the undersigned notary public, personally appeared _____

_____,
who are personally known to me and who are the persons whose names are signed on the preceding document, and acknowledged to me that they 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 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." recorded with the Essex North District Registry of Deeds as Plan No. _____, containing 79,196 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 3928, Page 82.

MOTION – Acceptance of Deed
138 Chandler Road and 0 Cross Street

MOTION: I move that the Select Board (i) accept and sign the Deed from Robert A. Park, Jr. and Sally A. Francis, Trustees of the Park Family Trust to the Inhabitants of the Town of Andover for the land and buildings known as 138 Chandler Road and 0 Cross Street, as submitted to the Select Board, in accordance with the vote upon Article 35 of the Town of Andover 2021 Annual Town Meeting; (ii) authorize that the Deed be recorded with the North Essex District Registry of Deeds; and (iii) authorize the Town Manager to sign such other documents as may be necessary to complete the purchase of said property by the Town.

MOTION – Acceptance of Deed

140 Chandler Road

MOTION: I move that the Select Board (i) accept and sign the Deed from Robert A. Park, Jr. and Joan A. Park to the Inhabitants of the Town of Andover for the land and buildings known as 140 Chandler Road, as submitted to the Select Board, in accordance with the vote upon Article 35 of the Town of Andover 2021 Annual Town Meeting; (ii) authorize that the Deed be recorded with the North Essex District Registry of Deeds; and (iii) authorize the Town Manager to sign such other documents as may be necessary to complete the purchase of said property by the Town.

MOTION – ORDER OF TAKING

138 Chandler Road and 0 Cross Street

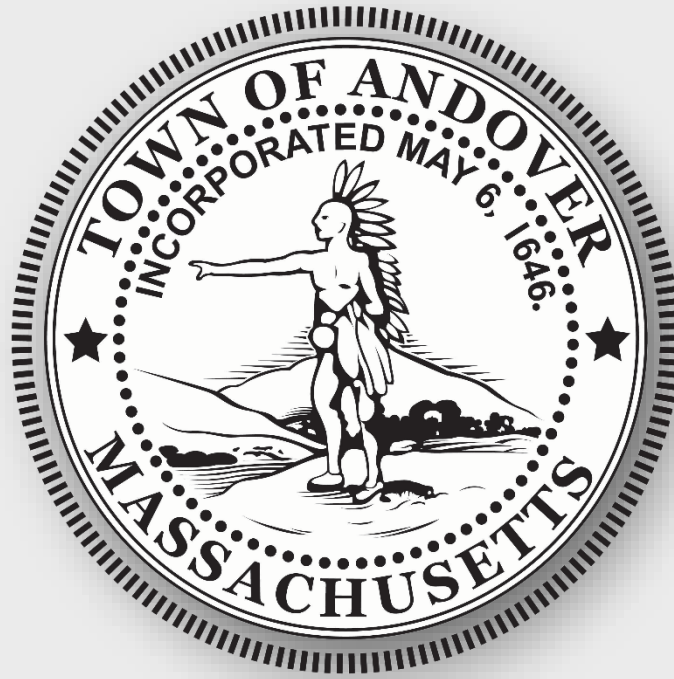
MOTION: I move that the Select Board (i) adopt and sign the Order of Taking by eminent domain of the land and buildings known as 138 Chandler Road and 0 Cross Street, as submitted to the Select Board, in accordance with the vote upon Article 35 of the Town of Andover 2021 Annual Town Meeting, and (ii) to authorize that the Order of Taking be recorded with the North Essex District Registry of Deeds.

MOTION – ORDER OF TAKING

140 Chandler Road

MOTION: I move that the Select Board (i) adopt and sign the Order of Taking by eminent domain of the land and buildings known as 140 Chandler Road, as submitted to the Select Board, in accordance with the vote upon Article 35 of the Town of Andover 2021 Annual Town Meeting, and (ii) to authorize that the Order of Taking be recorded with the North Essex District Registry of Deeds.

Disposal of Surplus Information Technology Property



ANDOVER IT RECYCLING

Paul J. Puzzanghera, CIO
Wallace McKenzie, Solution Architect
Nov 15th, 2021

REQUEST



- Motion: “I move that the Board vote to authorize the Town Manager to dispose of some or all of the 2,210 units of information technology surplus property as described on the list presented to the Board, and to authorize the Town Manger to do so in his discretion by public auction or competitive bids pursuant to General Laws Chapter 30B.”
- Background
 - The large current volume of e-Waste is partially a result of IT being unable to acquire replacement equipment in a timely fashion over the past 2 years preventing us from simply returning leased equipment to vendor.
 - Most previous e-Waste disposal was of assets purchased with school funds prior to current IT-1/IT-2 leasing structure. Disposal approved by School Committee

WHAT WILL BE DISPOSED?



Product	Non-Operational	Operational	Total	Market Value
AV		2	2	\$0.00
Chromebook	120	570	690	\$14,120.00
Dock Station	8	38	46	\$188.00
Flat Screen	3	4	7	\$20.00
iPad	42	266	308	\$5,200.00
Chromebook Cart	1	1	2	\$0.00
Printer	7	6	13	\$0.00
Projector	2	3	5	\$0.00
Server		1	1	\$0.00
Switch		33	33	\$0.00
TV WIFI	1	195	196	\$970.00
UPS	1		1	\$0.00
VOIP Phone/Handset	7	1	8	\$0.00
WAP		124	124	\$575.00
Workstation	10	103	113	\$3,440.00
Other	64	597	661	\$0.00
Totals	266	1,944	2,210	\$24,513.00

92% of Devices to be disposed have been in service over 5 years

Approximately 290 cubic ft and 1.5 tons of devices plus large amounts of cables, connectors, racks, etc.

PROCESS



TOWN OF
ANDOVER
MASSACHUSETTS

Coordinate Internally

- Have worked with Theresa Peznola, Town Purchasing Agent on disposal process to conform to Chapter 30B.
- Review with Town Sustainability Dept for input

Establish Disposal Guidelines

- Protect all confidential information
- Ensure responsible disposal emphasizing reuse/recycling and minimizing landfill impact
- Maximize any potential revenue opportunity. Revenue potential is unknown at this time

Attempt disposal using Municbid auction site

- Allow potential vendors to bid on the block of assets

If no acceptable bidders develop an RFP

- Use state contract vendors where possible

This is not a one-time event. Responsible disposal of e-Waste will be an on-going challenge

DISPOSAL GUIDELINES



- **Protect Confidentiality**
 - If devices are to be refurbished for reuse, all hard drives must be wiped in accordance with Department of Defense specifications (DoD) 5220.22-M. The vendor provides a **Certificate** for each device.
 - If device is to be recycled, hard drives are physically destroyed. Recycler will provide a **Certificate of Destruction**
 - Asset tags are removed from all devices
- **Ensure responsible disposal**
 - **Reuse** first, **Recycle** second
 - Vendor will certify that essentially no material will be sent to a landfill.
 - Recycler must conform to all state and federal environmental management certifications and regulations.
 - Recycler will follow Town of Andover sustainability guidelines
 - Vendor should be Sustainable Electronics Recycling International (SERI R2) Certified
- **Maximize revenue potential**
 - Vendor will pick up devices from Town of Andover
 - Emphasis on reuse where possible. Competitive bid for all material. Total revenue potential is very unclear

QUESTIONS



TOWN OF
ANDOVER
MASSACHUSETTS



BACKGROUND AND DETAIL SLIDES



DEVICES BY YEAR OF ACQUISITION



Product	Blank	YR02	YR05	YR07	YR08	YR09	YR10	YR11	YR12	YR13	YR14	YR15	YR16	YR17	YR18	YR19	YR20	Grand Total
AV	2																	2
Chromebook												4	585	67	9	24	1	690
Dock Station											8	17	13		7	1		46
Document Camera										1								1
Flat Screen	1								2		1	1			1		1	7
iPad								2	29	23	180	60	6	2	3	3		308
Chromebook Cart	2																	2
Printer	1	1	4								1	5			1			13
Projector	1			1		1			2									5
Server	1																	1
Switch	6			5	3		3				10	5					1	33
TV WIFI	1							6	9	63	114	1		2				196
UPS	1																	1
VOIP Phone/Handset	1										1		4			2		8
WAP	1							1		112	6	4						124
Workstation							1	1	6	1	44	33	21	2	4			113
Other	31																	31
TOTAL Devices	49	1	4	6	3	1	4	10	48	200	365	130	629	73	25	31	2	1,581
Summary Over Year	49	50	54	60	63	64	68	78	126	326	691	821	1,450	1,523	1,548	1,579	1,581	
% summary / Total	3%	3%	3%	4%	4%	4%	4%	5%	8%	21%	44%	52%	92%	96%	98%	100%	100%	

92% of Devices to be disposed have been in service over 5 years
Approximately 290 cubic ft and 1.5 tons of devices

ASSET DISTRIBUTION (11/8/21)



Asset Category	# In State of Total	% of Total		# of Current Assets	% of Total
Disposed	4,216	20%			
E-Waste	1,479	7%		1,479	9%
In Repair	271	1%		271	2%
In Store	1,587	8%		1,587	10%
In Use	12,590	61%		12,590	76%
Lease Up	132	1%		132	1%
Missing	220	1%		220	1%
RMA	175	1%		175	1%
Stolen	6	0%		6	0%
TOTAL	20,676	100%		16,460	100%

SERI R2 CERTIFICATION



- Sustainable Electronics Recycling International (SERI) -The R2 Standard emphasizes reuse and resource management over e-waste management.
- Two main pillars of the R2 Standard are: maximum data security and maximum material recovery for end-of-life electronics.
- R2-certified facilities go through rigorous independent audits on an annual basis by certified bodies to ensure:
 - materials are clear of all confidential and personal residual data;
 - electronics for reuse are tracked throughout the supply chain;
 - downstream vendors are vetted in accordance with best industry practices and certification requirements;
 - and unusable products are responsibly recycled with the least environmental impact.

Product	Non-Operational	Operational	Total Uints
AV			
swivl SW3322G		2	2
Chromebook			
Acer Chromebook C740-C4PE 11		3	3
HP Chromebook 11 G3	1	1	2
HP Chromebook 11 G4 EE	21	561	582
HP Chromebook 11 G5	13	3	16
HP Chromebook x360 11 G1 EE	71	1	72
HP Chromebook x360 11 G2 EE	13	1	14
HP Chromebook x360 11 G3 EE	1		1
Dock Station			
Belkin ThunderBolt Express Dock		2	2
Henge Docks hd04va13mbpr		1	1
HP 2013 UltraSlim Docking Station	8	15	23
HP 90W		14	14
StarTech Thunderbolt Laptop Docking Station		6	6
Flat Screen			
AOC TFT20W90PS		1	1
Dell 1908FPF		1	1
HP Compaq LA2306x	1	1	2
HP EliteDisplay E243	1		1
HP EliteDisplay E243m	1		1
ViewSonic VX2252mh 22" Full HD Widescreen		1	1
iPad			
Apple iPad Air 16GB	18	212	230
Apple iPad Air 2 16GB		1	1
Apple iPad Air 2 64GB	2	3	5
Apple iPad mini 16GB	1		1
Apple IPAD2 16GB	14	44	58
Apple IPAD3 16GB		2	2
Apple IPAD4 16GB		3	3
Apple IPAD5 32GB	1	1	2
Apple IPAD6 32GB	3		3
Apple iPad7 32GB	3		3
Mobile Chromebook Cart			
Black Box VLC36SK-HD Charging Cart	1	1	2
Printer			
Dell 1700N	1	2	3
HP Color LaserJet 5550dn		1	1
HP LaserJet 1200	1		1
HP LaserJet Pro 400 M401dne	1		1
HP LaserJet Pro 400 M451dw		1	1
HP OfficeJet 4500	1		1
HP OfficeJet Pro 8610	1		1
HP OfficeJet Pro 8620		1	1
Lexmark E120		1	1
HP LaserJet 1300	1		1
HP LaserJet Pro M452dw	1		1
Projector			
Epson Brightlink 485wi	1	1	2
Epson Brightlink Pro 697Ui		1	1
Epson EMP1705C		1	1
NEC NP400	1		1
Server			
Vanderbilt 32 Channel NVR		1	1
Switch			
HP Procurve 2824		14	14
Linksys LGS124P		1	1

Product	Non-Operational	Operational	Total Uints
HP Procurve 2848		17	17
HP ProCurve 2510G-48		1	1
TV WIFI			
Actiontec ScreenBeam 750W	1	1	2
Apple TV		194	194
UPS			
APC Smart-UPS 2200VA LCD RM	1		1
VOIP Phone/Handset			
Cisco UC Phone 7821	1		1
Cisco UC Phone 7841	4	1	5
Cisco UC Phone 8865	2		2
WAP			
Apple Airport Extreme A1354i		1	1
Aruba AP-105		115	115
Aruba AP-115		5	5
Aruba AP-205		3	3
Workstation			
Apple MacBook Air A1466	1	15	16
Apple MacBook Pro A1502		6	6
Gateway E6610D	1		1
HP EliteBook 8560p	1		1
HP EliteBook Folio 1040 G2		2	2
HP EliteBook x360 1030 G2	2		2
HP ProBook 4530s		1	1
HP ProBook 640 G1	1	10	11
HP ProBook 640 G2		19	19
HP ProBook 640 G3		2	2
HP ProBook 650 G1	1	5	6
HP ProBook 650 G2	1	1	2
HP ProBook 6560b		1	1
HP ProBook 6570b	1		1
HP Z210 Workstation	1	3	4
HP Z230 SFF Workstation		7	7
MacBookAir6,2		28	28
MacBookPro12,1		1	1
MacBookPro9,2		1	1
Vostro 230		1	1
Other			
Acer p186h		1	1
Apple - Mac airbook ethernet connector	1	11	12
Apple - mac airbooks	2		2
Apple Cable 6" - approx count 53		53	53
Apple Chargers - assorted types approx count 189		189	189
Barnes and Noble - kindle nook	1		1
Brother ml 300 typewriter		1	1
Cannon LIDIE 50 SCANNER, COPIER		1	1
Chromebook chargers G3, G4 approx count 193		193	193
Dell monitor		2	2
Epson fx-890 dot matrix printer		2	2
Extension Power Strip - 10 plugs		1	1
Fujitsu - 160 GB HardDrive	1		1
Gateway EV700C monitor CRT		1	1
Gateway fpd1730		1	1
Gateway fpd1810		1	1
Handset - only		8	8
HP - 72 GB HardDrive	3		3
HP - Chromebook batterieis	21		21
HP - Chromebook screens	19		19

Product	Non-Operational	Operational	Total Uints
HP - usb-c universal docking station		5	5
HP 400 Dcolor printer		1	1
HP ELITEbOOK 8470p	9	29	38
MAC BOOK 4H6316Z6U9E		1	1
NEC lcd195vx-bk monitor		1	1
NEC multisync lcd3210 monitors		3	3
Phones - mlx-10dp LUCENT	2		2
Projector lamps - epson elplp71	4		4
Verizon - 4G elipse tablet	1		1
VGA cables - assorted lengths approx count 92		92	92
Grand Total	266	1,944	2,210

Motion for Disposal of Surplus Information Technology Equipment

I move that the Board vote to authorize the Town Manager to dispose of some or all of the 2,210 units of information technology surplus property as described on the list presented to the Board, and to authorize the Town Manger to do so in his discretion by public auction or competitive bids pursuant to General Laws Chapter 30B.

Disposal of Surplus Andover Fire Rescue Property

Andover Fire Rescue Excess Equipment

Chief Mansfield is seeking to have the following equipment considered "excess" equipment by the Select Board. This equipment has all been replaced by funding that was awarded to Andover Fire Rescue through a successful FEMA AFG Grant.

- 48 spare SCBA cylinders P/N 10009671
- 30 Scott SCBA Harnesses with attached cylinder SCBA P/N 31001548 & Cylinder P/N 10009671
- 2x 60 minute cylinders P/N 10009672
- 2 Damaged cylinders P/N 10009672
- 3 Damaged Harnesses P/N 31001362
- 1 Damaged Harness P/N 31001548

Motion for Disposal of Surplus Andover Fire Rescue Equipment

I move that the Board vote to authorize the Town Manager to dispose of some or all of the Andover Fire Rescue cylinders and harnesses surplus property as described on the list presented to the Board, and to authorize the Town Manager to do so in his discretion by public auction or competitive bids pursuant to General Laws Chapter 30B.

Water Update

Open Meeting Law Complaint



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): none

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 of the Town of Andover

Specific person(s), if any, you allege committed the violation: Chris Huntress, Chair of SB, Annie Gilbert, Laura Gregory, Dick Howe, and Alex Vispoli SB members

Date of alleged violation: 10/25/21

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.

G.L. c. 30A §§ 20

(a) A public body shall create and maintain accurate minutes of all meetings, including executive sessions, setting forth the date, time and place, the members present or absent, a summary of the discussions on each subject, a list of documents and other exhibits used at the meeting, the decisions made and the actions taken at each meeting, including the record of all votes.

(d) Documents and other exhibits, such as photographs, recordings or maps, used by the body at an open or executive session shall, along with the minutes, be part of the official record of the session.

1. The minutes of the Andover Select Board (SB) meeting Sept. 13, 2021 were very brief and did not cover the major points made in the presentation.
2. The public have no way to correct inaccurate minutes..
3. The presentation was submitted to the SB and Town Manager on the morning of Sept. 13, 2021 and it was resent on 10/18/21 to be put in the presentation folder. The SB intentionally left the document out of the presentation records.

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. Add the PowerPoint document to the 9/25/21 presentation folder.
2. Correct the minutes to accurately include the points made.

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: 11/8/21

For Use By Public Body
Date Received by Public Body:

For Use By AGO
Date Received by AGO:

MOTION

I move that the Board delegate to Town Counsel the responsibility to respond to Kathleen Grant's open meeting law complaint regarding the October 25, 2021 Select Board meeting.

Andover Means Tested Senior Tax Exemption

Motion for Andover Means Tested Senior Tax Exemption

I move to establish the Andover Means Tested Senior Tax Exemption for FY2022 to be (INSERT ADOPTED PERCENT) % of the MA Income Tax Circuit Breaker tax credit earned on their 2020 tax filing.

Fiscal Year 2022 Tax Classification – 1st Reading

Capital Improvement Program FY2023 – 2027

Consent Agenda

Consent Agenda

Department	Name	Position	Rate/Term	Date of Hire
Andover Fire Rescue	Emma Keefe <i>(Michael Oteri)</i>	Firefighter	\$61,359.82/yr	11/28/2021
Department of Public Works	Vincent Mitrano <i>(Jason Ouellette)</i>	Equipment Operator I	\$54,024.39/yr	11/16/2021
Community Services – Recreation	Tori Manteo	Seasonal Employee	\$24.00/hr	10/27/2021
Community Services – Elder Services	Patricia Kelly <i>(Caren Connor)</i>	Part Time Office Assistant	\$23.47/hr	11/16/2021
Community Services – Youth Services	Vivian Steinbaugh	Temporary Program Coordinator	\$20.00/hr	11/19/2021
Commission on Diversity, Equity and Inclusion	Rajiv Chopra	At-Large Member	Term Expires 6/30/2024	11/15/2021
Preservation Commission	Amy Bloom	Member	Term Expires 6/30/2022	11/15/2021
Revenue and Expenditure Task Force	Eugenie Moffitt	Member	Term Expires 6/30/2024	11/15/2021

Motion for Consent Agenda

I move to approve the appointments by the Town Manager as listed in the consent agenda.

Approval of Meeting Minutes

Select Board Meeting
Monday, October 4, 2021
School Committee Meeting Room
School Administration Building

I. Call to Order

Chairperson Chris Huntress called the Select Board Meeting of Monday, October 4, 2021 to order at 7:00 PM. Other members in attendance: Laura Gregory, Annie Gilbert, Alex Vispoli, Dick Howe.

Others in Attendance: Town Manager Andrew Flanagan, Deputy Town Manager Mike Lindstrom, Assistant Town Manager Patrick Lawlor, Town Counsel Tom Urbelis, Acting Town Clerk Melissa Ripley.

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. Communications/Announcements/Liaison Reports

Updates by the Town Manager: This Thursday all Town Depts/Divisions are participating in an annual retreat to review the budget process, and expects to have a document ready to go out to the public at the end of the month. Mr. Flanagan expects there will be a meeting scheduled for mid-October on the Town Seal.

Michael Lindstrom reported that they have been spending considerable time on the branding of the Andover Community Power webpage available on the Town's Website with information on renewable energy, rate options, etc. Andover's application is still before the Dept. of Public Utilities and there will be a public hearing via zoom Thursday, October 21st at 2:00 PM with information available on the Town website.

Melissa Ripley, Acting Town Clerk reported that their office is busy with processing fall licenses and are still accepting dog license applications and residents and their office are still navigating the new system Open Gov to understand what will work best for them for the 2021.2022 season.

Laura Gregory reported on an event held on Thursday evening through the Memorial Hall Library and Courageous Conversations which was to meet the DEI Commission. The meeting was well attended with a lot of questions and information on where the Commission is heading. They discussed changing Columbus Day to Indigenous People's Day which she would like to bring forward to the Board for future consideration.

Annie Gilbert also attended Courageous Conversations and it was an excellent event. She also acknowledged everyone all of the work that went into the Andover Community Day Event. Congratulations to the 375th Committee for a great day.

Alex Vispoli also congratulated the 375th Committee and the work they are doing and looks forward to First Night.

Chris Huntress attended his last AHS Open House and thanked the AHS Staff and Teachers for an excellent program and for what they always continue to do.

IV. **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

Mary Lyman, 50 School Street (former Human Resources Director for Andover) is wondering where the funding is coming from for the new HR position.

Effective January 1, 2022, the Town will have a full-time Director of HR whose time will be fully allocated to the Town Departments and Town Staff. The current HR Director will transfer to the Town at a reduced salary of @ \$20K. Staff support and administrative responsibilities will be absorbed within the General Government budget and there will be no increase in total personnel cost or General Fund benefited positions.

The Town Manager explained that he and the new Superintendent of Schools are moving forward with separating the Human Resources (HR) function between the Town and School looking through the lens of expanding their capacity and Town Department and Divisions. Funds from the Health Insurance Trust contribute to approximately 23% of the total HR Budget. The Town and School Dept. never adopted GL c.71 37M. The Town HR function has been largely decentralized across departments and divisions for a long time. There is heavy reliance on labor counsel for basic HR administrative functions and a demand for HR services has increased significantly over the past ten years. The total FTE that supports the Town functions is 1.35%. Increase in demand comes for HR support comes largely from the school side. Every comparable community has at least a full-time HR director as part of their FTE total.

Mary Lyman: One of the main reasons for having a shared HR Director was to make sure that labor relations went more smoothly. We will lose that because there you won't be adding someone on both sides of the table. Last year, the position of an Asst. HR Director was added and she does not know why this change is necessary. She would like to see a list of the abandoned positions as soon as possible.

The School Department is hiring an HR Director through their own budget. Understanding salary differences between school and town, Chris Huntress assumed that some procedures could be put into place for checks and balances. The Town Manager said they have looked at non-union positions with the other positions within the collective bargaining.

Mrs. Kim, 90 Road: 1.) Are there were two HR Directors in North Andover or are there two staff members? The Town Manager responded that there is one HR Director and one

staff member. 2) Suggestion for improving the evaluation of the Town Manager. Mrs. Kim said that where she works a google link is sent to employees to provide input into the evaluation of the Town Manager. She suggested the Town implement this tool as well.

V. Public Hearings

A. Liquor License Change in Manager

Melissa Ripley presented information for the requests for the Board to review and consider voting to approve the application of Old Andover Restaurant, Inc., 207 North Main Street, d/b/a Grassfields, for a Liquor License Change of Manager to their All Kinds of Alcoholic Beverages Club License to Chrisanne M. Shirley, 0 Overlook Avenue, Haverhill, MA. Chrisanne Shirley and the Attorney representing Grassfields were present.

Dick Howe moved to approve the application of Old Andover Restaurant, Inc. d/b/a Grassfields, for a Change of Manager to their All Kinds of Alcoholic Beverages Club License at 207 North Main St, Andover, subject to the condition that all other requirements of the Town are met prior to issuance. Motion seconded by Alex Vispoli. Motion passes 5-0.

VI. Regular Business

A. Common Victualler License

Melissa Ripley reported on the request for the Board to review and consider voting to approve the application of Bartlet Street of Andover, for a Common Victualler License at 11 Bartlet St., Andover. There are no complaints on record for this restaurant and all departments have approved the request.

Alex Vispoli moved to approve the application of Bartlet Street of Andover, for a Common Victualler License at 11 Bartlet St, Andover subject to the condition that all other requirements of the Town are met prior to issuance. Motion seconded by Annie Gilbert. Motion passes 5-0.

B. Common Victualler License

Acting Town Clerk, Melissa Ripley reported on the application of Shawsheen Luncheonette, for a Common Victualler License at 3 Lowell St., Andover. Mr. Peter Ahn was present at the meeting.

Laura Gregory moved to approve the application of Shawsheen Luncheonette for a Common Victualler License at 3 Lowell Street, Andover, subject to the condition that all other requirements of the Town are met prior to issuance. Motion seconded by Dick Howe. Motion passes 5-0.

C. 2022 Annual Town Meeting and Town Election Calendar

Board to discuss and consider voting to approve and adopt the 2022 Annual Town Meeting and Town Election Calendar as presented by Melissa Ripley, Acting Town Clerk.

Alex Vispoli moved to adopt the 2022 Election Calendar as presented by the Acting Town Clerk and the Board of Registrars. Motion seconded by Annie Gilbert. Motion passes 5-0.

D. Voting Re-Precincting Plan

Based on the 2020 Census, Melissa Riley reported that there will be Reprecincting in Andover. The Board of Registrars respectfully requests the Select Board review and approve the new boundaries as presented. The State is requesting that cities and towns approve the new boundaries and return information to the State by mid-October. The Town Clerk’s Office will notify residents of the precinct change via mail.

Ms. Ripley explained the parameters for each precinct noting that all of the 10 precincts have less than 10,000 residents so there are approximately 3,700 registered voters in each precinct. Reprinicting will eliminate the A and B labeled precincts. It will be very important to use all of our available communication skills to alert residents to the new precincts and what location they will be voting at. Postcards will be personalized for each person and sent out in January.

Annie Gilbert moved to adopt the Reprecincting Map and approve the required paperwork including the legal descriptions and Block Report created by the Massachusetts Secretary of State’s Office, as presented by the Acting Town Clerk and the Board of Registrars. Motion seconded by Laura Gregory. Motion passes 5-0.

E. Halloween Trick-or- Treating

Alex Vispoli moved to set the Halloween Trick-or-Treating hours to Sunday, October 31, 2021 from 5:00 PM to 7:00 PM. Motion seconded by Laura Gregory. Motion passes 5-0.

VI. Consent Agenda

A. Appointments by the Town Manager

Alex Vispoli moved to approve the appointments by the Town Manager as listed in the Consent Agenda. Motion seconded by Dick Howe. Motion passes 5-0.

Department	Name	Position	Rate/Term	Date of Hire
Department of Public Works	Lisa Ring <i>(Anna Scapicchio)</i>	Office Assistant III	\$61,446.47/yr	10/5/2021
Andover Police Department	James Daly, Jr. <i>(John Peterson)</i>	Dispatcher	\$51,765.00/yr	10/10/2021
CD&P – Building Division	Raymond Costello <i>(Eric Tetrault)</i>	Alternate Building Inspector	\$40.00/hr	10/4/2021
Facilities	Maurice Osteen <i>(Michael LaPlante)</i>	Part-Time Security Guard	\$22.79/hr	10/9/2021
Community Services – Recreation	Annemarie McNerney	Kid Care Assistant Group Leader 2	\$18.00/hr	10/5/2021

Community Services – Recreation	Max McNeeley	Kid Care Assistant Group Leader 1	\$14.00/hr	9/21/2021
Council on Aging	Gail Bloom	Member	Term Expires 6/30/2022	10/4/2021
Council on Aging	Ralph Bledsoe	Member	Term Expires 6/30/2023	10/4/2021
Council on Aging	Grace Lin	Member	Term Expires 6/30/2024	10/4/2021
Andover Housing Trust Fund Board of Trustees	Patricia Del Ross	Member	Term Expires 6/30/2024	10/4/2021
Andover Cultural Council	Yuantai Du	Member	Term Expires 6/30/2024	10/4/2021

VIII. Executive Session

A. Laura Gregory moved to go into Executive Session pursuant to Purpose 2 of Massachusetts General Laws, Chapter 30, Section 21(a), to conduct contract negotiations with nonunion personnel, i.e., the Town Manager, and for the Chair to declare that an open session may have a detrimental effect on the negotiating position of the Town, and not to return to open session. The Chair so declared. Motion seconded by Annie Gilbert. Roll call: Dick Howe-Y, A. Vispoli-Y. L. Gregory-Y, A. Gilbert-Y, and C. Huntress-Y. Motion passes 5-0.

IX. Adjourn

At 8:01 P.M. 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. The virtual meeting will be broadcast on Comcast Channel 22 and Verizon Channel 45.

Members of the public who wish to provide public comment on an item that is not on the agenda may do so by visiting www.andoverma.gov/JoinSelectBoardMeeting. They will be admitted during Citizens Petitions and Presentations.

Members of the public who wish to ask a question on particular agenda item during the regular meeting can speak to a staff member by calling 311 from their landline or cell phone within the geographical boundaries of Andover or call 978-623-8311 from anywhere. Questions can also be emailed during the meeting by emailing 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

Select Board
Minutes of Tuesday, October 12, 2021
Virtual Meeting

I. Call to Order

Chairperson Chris Huntress called the Select Board Meeting of Tuesday, October 12, 2021 to order at 6:00 PM. Other members in attendance: Laura Gregory, Annie Gilbert, Alex Vispoli, Dick Howe.

Others in Attendance: Town Manager, Andrew Flanagan, Deputy Town Manager, Mike Lindstrom, Assistant Town Manager, Patrick Lawlor, Town Counsel Tom Urbelis, Interim Town Clerk, Melissa Ripley.

II. Opening Ceremonies

A. Moment of Silence/Pledge of Allegiance

The meeting began with a Moment of Silence and a Pledge of Allegiance.

III. Communications/Announcements/Liaison Reports

Andrew Flanagan announced that the Town has received the Distinguished Budget Award, the highest honor that can be given to any municipality for their budgeting efforts. The Town Manager thanked Patrick Lawlor and Donna Walsh who led the budget process and also the entire Finance Team. The Town Manager announced that the first meeting of the Town Seal Committee will be held tomorrow at 9:30 AM.

Tom Urbelis reported that a request of eight specific items was submitted to the Board from Michael Meyers that he wanted the Board to have for tonight's meeting and copied the Attorney General. Atty. Urbelis read the response from the Attorney General and the Asst. General, Sara Monahan who said the Open Meeting Law (OML) poses no obligation on Chairs of public bodies to place items on the agenda unless the Chair anticipates discussing a particular topic. The law requires that a meeting notice listing all topics the Chair reasonable anticipates be posted 48 hours in advance. The Chair does not violate the OML by not including topics or a notice not to discuss such topics at a meeting; the OML does not require a public body to allow public participation, but rather provides that no person shall address a meeting of a public body without permission of the Chair and all persons shall at the request of the Chair be silent. The law permits the Chair to decide who may speak at a meeting and for how long. The OML does not specify that a public body must take up any particular topics at the meeting or to describe certain details to be discussed even if the topic is included in a meeting notice.

Alex Vispoli congratulated ANDONA on a very successful Town Clown this past weekend. He also reported that the Town Manager's prior and present employment contracts are listed on the Town Website. Laura Gregory is pleased that the Town Seal Committee is meeting tomorrow and looks forward to moving this project along. Chris Huntress shared that it was a big day in Ballardvale today when the old fire station that served our community for over 100 years was taken down. The Ballardvale Preservation Committee salvaged posts and beams from the old fire station which will be cleaned and placed in the new fire station.

The Chair noted that Item C on tonight's agenda, establishment of the Town Manager's Salary, is being tabled to October 25, 2021 which will be an in-person meeting.

IV. Citizens Petitions and Presentations – None

V. Regular Business

<https://andoverma.gov/DocumentCenter/View/10102/10122021-Historic-Mill-District-Update>

A. Disposition of 11 Lewis Street (Old Town Yard)

The Town Manager shared a slide presentation of the different steps in the process that led to this point of the disposition of the Old Town Yard. Funding for the acquisition of 5 Campanelli Drive for the new Town Yard was approved at the 2016 Town Meeting. There were 52 public meetings beginning in February 2018 through February 2021 on the design guidelines and plans. A Request for Proposal (RFP) was put out in the marketplace for developers to respond to on March 8, 2021. The RFP for the disposal of 11 Lewis Street was issued on March 8, 2021.

The Town Yard Selection Committee was appointed on January 11, 2021, and identified four finalists based and ranked on the RFP criteria from which they developed their recommendation for the Select Board.

As part of the RFP developing process, they surveyed the community asking residents to list the top three items that were important to them which included; experience with redevelopment that is of similar size location and scope, the overall design of the redevelopment plan, and how quickly the redevelopment will take from beginning to end.

The Town Manager is recommending that the Board hold a special meeting for interviews of the finalists and to provide a period for public input. The Board will conduct a site visit, select a developer, and authorize the Town Manager to negotiate the final terms of disposition an agreement.

Chris Huntress suggested that the Board invite the #1 ranked firm for an interview, and then conduct a site visit after which, if they feel inclined to, invite the second ranked firm in for an interview. To be fair and objective, Alex Vispoli would like the top two firms to be interviewed. Laura Gregory agreed it would be useful to see at least two perspectives and Annie Gilbert also agreed to interviewing the top two ranked developers because it was a close vote. It was suggested that they ask the public to submit questions that could be consolidated and presented in the interviews. Alex Vispoli also suggested leaving an option between step 3 and 4 where the Board can go back and ask questions of the developers.

It was suggested that the public watch the previous meetings and presentations by the developers to see to what extent the developers were open to revising their proposals. The Selection Committee has wide expertise in this exact field and their questions were really constructive. Once a date for the first meeting is established, a PR communication will be sent out to the public to submit their questions. The overall timeline to complete the decision on the developer if everything lines up well, is the end of November/first week in December.

Next steps:

- Board to decide how many developers to invite for pre-station and interview.
- Board to hold special meeting for interviews – 1st reading will allow questions in advance which will be consolidated.
- Site visit.
- Board to vote to select a developer and authorize the Town Manager to negotiate the final terms of land disposition agreement - 2nd Reading.

Annie Gilbert moved that the Board approve the next steps of the Selection Process for the Disposition of 11 Lewis Street and that the community has an opportunity to submit questions. Motion seconded by Dick Howe. Roll call: A. Vispoli-Y, A. Gilbert-Y, L. Gregory-Y, D. Howe-Y, C. Huntress-Y. Motion passes 5-0.

A. Update on Pension Obligation Bonds (POB)

The Town Manager and Andrew Gribbel, Chair of the Investment Advisory Committee, (IAC) spoke to their recommendations and moving forward with the Pension Obligation Bonds. At the last meeting of the IAC, Andrew Gribble said the IAC unanimously voted to approve the recommendation for \$165M for Pension Obligation Bonds which they feel is a sufficient amount to cover the POB and gives us the capacity to borrow more money in the future.

They plan to request proposals from underwriters through October and are looking at an issuance in November 2021. A more formal presentation will be provided at the next meeting of the Select Board where they can vote the acceptance and vote on the actual issuance at a later date.

Members of the Select Board thanked Andy and the entire IAC for the work they have done. The Town Manager said they have more details on the POB at the October 25th Select Board Meeting.

B. Establishment of Town Manager's FY 2022 Annual Salary

Rescheduled to October 25, 2021.

VI. Adjourn

At 6:50 PM Alex Vispoli moved to adjourn the meeting of Tuesday, October 12, 2021.

The motion was seconded by Dick Howe. Roll call: A. Vispoli-Y, A. Gilbert-Y, D. Howe-Y, L. Gregory-Y, C. Huntress-Y. Motion passes 5-0.

Respectfully submitted,

Dee DeLorenzo

Dee DeLorenzo

Recording Secretary

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MEETINGS ARE TELEVISED ON
COMCAST CHANNEL 22 AND VERIZON CHANNEL 45

Motion for Meeting Minutes

I move to approve the meeting minutes of October 4, 2021 and October 12, 2021 as submitted.



TOWN OF ANDOVER *Finance & Budget*

Hayley Green, CPA, Town Accountant/Assistant Finance Director
Accounting Department

36 Barilet Street
Andover, MA 01810
(978) 623-8920

hayley.green@andoverma.us
www.andoverma.gov

Andrew P. Flanagan
Town Manager

Michael Lindstrom
Deputy Town Manager

To: Select Board
Finance Committee
Superintendent of Schools
School Committee
Revenue and Expenditure Task Force

From: Hayley Green, Town Accountant/Assistant Finance Director *AG*

CC: Andrew Flanagan, Michael Lindstrom, Patrick Lawlor, Donna Walsh, Paul Szymanski,
Janet Wright, Town Website

Date: November 8, 2021

Re: ***FY 2022 Financials***

The attached reports summarize the Town's financial position through September 30, 2021.
Included are the following:

- Executive Summary
- Budgeted versus Actual Revenues – General Fund and Enterprise Funds
- Revenue Comparison Graph – Local Receipts
- Personal Services and Other Expenditures by Department
- Reserve Account and Compensation Fund Analysis
- Chapter 44 § 53 E ½ Revolving Funds
- Capital Projects status – FY16 – FY22

Feel free to contact me, should you have any questions regarding the reports.

Executive Summary | **FY 2022**

The attached reports of the Town Accountant summarize FY 2022 revenues and expenditures for the General Fund, Enterprise Funds, Compensation Fund, Reserve Fund, Revolving Funds and Capital Projects through September 30, 2021.

General Fund

The total general fund receipts of all sources collected through September 30, 2021 are in line with the annual projections through the first quarter of the year. FY2022 local receipts are approximately \$361,000 greater than FY 2021 collections through the same period of time. This is primarily due to the increase in hotel motel and meals tax revenue as more people are dining out and traveling as compared to last year. Off-set receipts collections are greater than collections through the same period of time last fiscal year mainly due to higher ambulance collections.

General fund personal services are lower and other expenditures are greater than FY 2022 projections through September 2021. The school encumbers most of their projected salaries at the beginning of the fiscal year and makes adjustments during the school year as they determine where staff will be funded. Insurance premiums were paid in July and the required appropriation for pension was paid in full in August.

Water Enterprise Fund

The total water enterprise fund collections are in line with the annual projections through September 2021. The user charges receipts are \$621,602 less than FY21 through the same period of time because there were drier conditions and more pool installations, resulting in more consumption for FY21. Water personal services and other expenses are both consistent with FY 2022 projections through September 2021.

Sewer Enterprise Fund

The total sewer enterprise fund collections are consistent with projections through September 2021 and user charges are \$677,721 less than prior year receipts through the same period. The lower collections are correlated with the lower water collections.

Sewer personal services are consistent with and other expenses are lower than the FY 2022 projections through September 2021.

Reserve Fund

Town Meeting approved a reserve fund balance of \$200,000. This money has not been used through September 2021.

Compensation Fund

Town Meeting approved a compensation fund balance of \$155,326. This money has not been used through September 2021.

Revolving Accounts

Town Meeting voted to approve 15 revolving funds with a total spending limit of \$2,040,000.

Capital Projects

These projects are part of the Town's capital improvement plan voted at Town Meeting from taxation. There is a balance of \$3,939,185 available for the most recent seven years of approved projects.

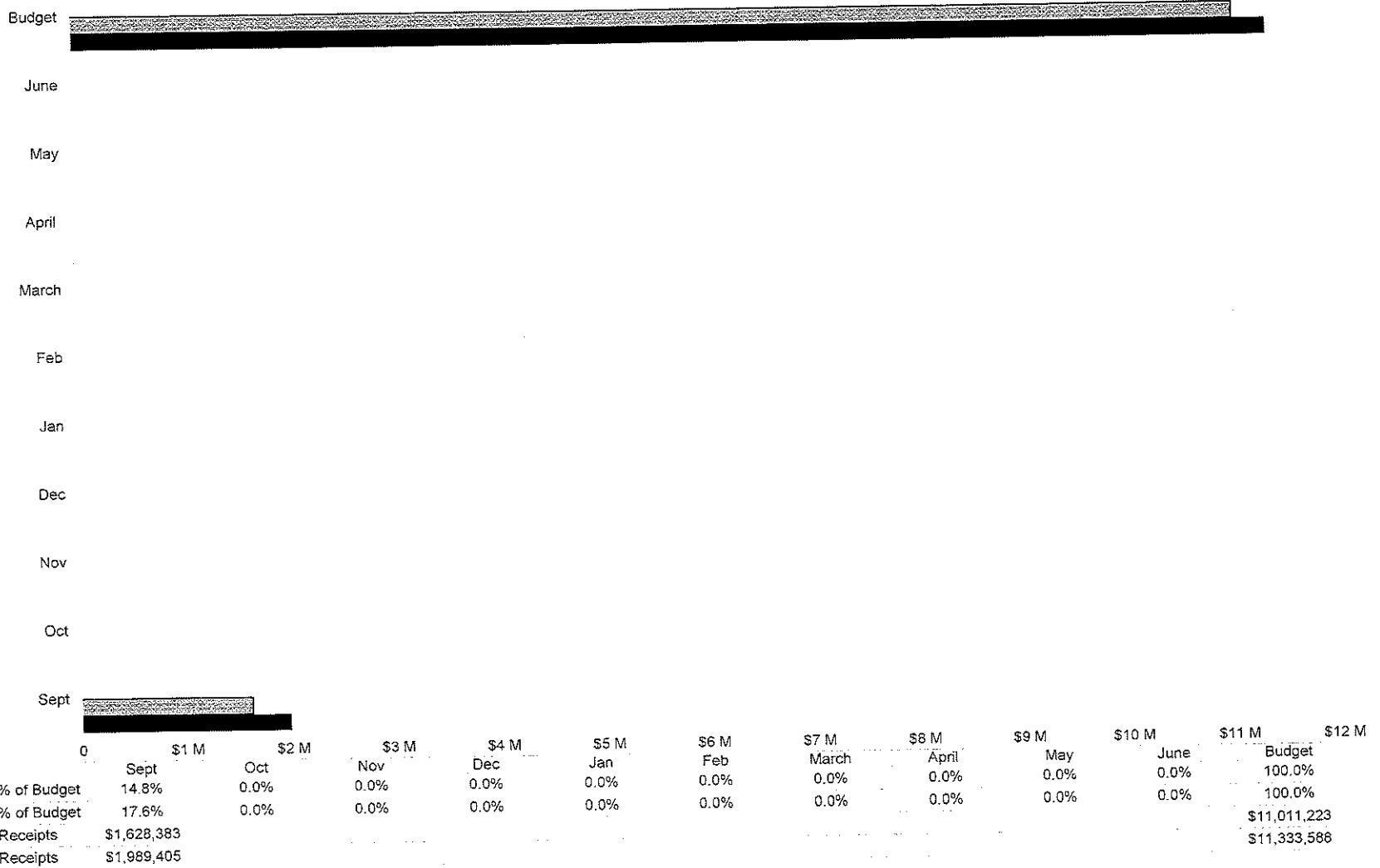
Town of Andover
FY 2022 General Fund Year-To-Date Revenue Report
Budgeted vs. Actuals 9/30/2021 and 9/30/2020

	FY 22 Budgeted	FY 22 YTD	%	FY 21 Budgeted	FY 21 YTD	%	Change in	Change in
Local Receipts	Receipts	Revenues	Collected	Receipts	Revenues	Collected	Budgets	YTD Receipts
Motor Vehicle Excise	5,595,875	421,484	7.5%	5,245,856	449,780	8.6%	350,019	(28,296)
Hotel/Motel/Meals	1,475,000	555,061	37.6%	1,769,000	107,684	6.1%	(294,000)	447,377
Penalties and Interest on Taxes and Excises	480,000	105,702	22.0%	480,000	129,524	27.0%	-	(23,822)
Fees	61,000	48,408	79.4%	61,000	25,065	41.1%	-	23,343
Payments in Lieu of Taxes	440,713	-	0.0%	430,000	-	0.0%	10,713	-
Other Departmental Revenues	300,000	43,025	14.3%	300,000	72,710	24.2%	-	(29,685)
Other Departmental Revenues - School Medicare	200,000	56,107	28.1%	180,000	49,671	27.6%	20,000	6,436
Licenses and Permits	2,354,000	678,707	28.8%	1,903,505	658,176	34.6%	450,495	20,531
Fines & Forfeits	227,000	35,888	15.8%	227,000	37,590	16.6%	-	(1,703)
Investment Income	200,000	45,024	22.5%	414,862	98,182	23.7%	(214,862)	(53,157)
Total Estimated Receipts	11,333,588	1,989,405	17.6%	11,011,223	1,628,383	14.8%	322,365	361,022
Off-Set Receipts	FY 22 Budgeted	FY 22 YTD	%	FY 21 Budgeted	FY 21 YTD	%	Change in	Change in
	Receipts	Revenues	Collected	Receipts	Revenues	Collected	Budgets	YTD Receipts
Recreation	393,510	111,840	28.4%	593,510	137,628	23.2%	(200,000)	(25,788)
Elder Services	106,000	23,241	21.9%	106,000	24,097	22.7%	-	(856)
Public Facilities - Rental Receipts	20,000	27,431	137.2%	80,000	3,735	4.7%	(60,000)	23,695
Cemetery - Interment Fees	60,000	10,717	17.9%	60,000	12,696	21.2%	-	(1,979)
Public Safety - Police Detail Fees	60,000	15,029	25.0%	90,000	7,200	8.0%	(30,000)	7,829
Public Safety / Fire - Ambulance Receipts	1,250,000	349,687	28.0%	1,350,000	259,285	19.2%	(100,000)	90,402
Total Off-Set Receipts	1,889,510	537,944	28.5%	2,279,510	444,641	19.5%	(390,000)	93,303
Other Revenues	FY 22 Budgeted	FY 22 YTD	%	FY 21 Budgeted	FY 21 YTD	%	Change in	Change in
	Receipts	Revenues	Collected	Receipts	Revenues	Collected	Budgets	YTD Receipts
Property Taxes (inc. Tax Titles)	165,604,775	41,599,395	25.1%	159,488,649	39,028,469	24.5%	6,116,126	2,570,926
State Aid	14,178,409	3,586,648	25.3%	13,939,807	3,457,180	24.8%	238,602	129,468
Total Other Revenues	179,783,184	45,186,043	25.1%	173,428,456	42,485,649	24.5%	6,354,728	2,700,394
Total Revenues	193,006,282	47,713,392	24.7%	186,719,189	44,558,673	23.9%	6,287,093	3,154,719

Town of Andover
FY 2022 Enterprise Funds Year-To-Date Revenue Report
Budgeted vs. Actuals 9/30/2021 and 9/30/2020

Water Fund	FY 22 Budgeted Receipts	FY 22 YTD Revenues	% Collected	FY 21 Budgeted Receipts	FY 21 YTD Revenues	% Collected	Change in Budgets	Change in YTD Receipts
User Charges	9,996,766	2,596,701	26.0%	9,567,598	3,218,304	33.6%	429,168	(621,602)
Water Connection	41,000	1,258	3.1%	41,000	25,160	61.4%	-	(23,902)
Water Testing Fees	18,000	1,885	10.5%	22,000	7,175	32.6%	(4,000)	(5,290)
Meter Installations	9,000	4,050	45.0%	10,000	7,200	72.0%	(1,000)	(3,150)
Fire Flow Test	9,000	500	5.6%	9,000	500	5.6%	-	-
Special/Final Reads	25,000	8,036	32.1%	25,000	25,416	101.7%	-	(17,380)
Backflow/Cross Connection Fees	75,000	15,465	20.6%	75,000	3,900	5.2%	-	11,565
Water Tap	1,000	300	30.0%	-	-	N/A	1,000	300
Liens	80,000	8,129	10.2%	120,000	12,782	10.7%	(40,000)	(4,653)
Fire Suppression	220,000	72,615	33.0%	220,000	74,200	33.7%	-	(1,585)
Interest /Misc Revenue	-	900	N/A	12,000	13,954	116.3%	(12,000)	(13,054)
Non-Revenue Interest	19,000	1,318	6.9%	16,000	4,335	27.1%	3,000	(3,017)
Total Water Receipts	10,493,766	2,711,157	25.8%	10,117,598	3,392,926	33.5%	376,168	(681,768)
Sewer Fund	FY 22 Budgeted Receipts	FY 22 YTD Revenues	% Collected	FY 21 Budgeted Receipts	FY 21 YTD Revenues	% Collected	Change in Budgets	Change in YTD Receipts
User Charges	5,086,120	886,998	17.4%	4,962,068	1,564,720	31.5%	124,052	(677,721)
Committed Interest/Income	165,000	3,996	2.4%	170,000	14,999	8.8%	(5,000)	(11,003)
Liens	55,000	4,085	7.4%	55,000	10,666	19.4%	-	(6,580)
Apport Assmnts	410,000	31,246	7.6%	445,000	39,496	8.9%	(35,000)	(8,250)
Interest /Misc Revenue	-	1,045	N/A	-	725	N/A	-	320
Non-Revenue Interest	15,000	1,176	7.8%	48,000	3,312	6.9%	(33,000)	(2,137)
Total Sewer Receipts	5,731,120	928,546	16.2%	5,680,068	1,633,917	28.8%	51,052	(705,372)
Total Enterprise Revenues	16,224,886	3,639,703	22.4%	15,797,666	5,026,843	31.82%	427,220	(1,387,140)

Town of Andover Local Receipts FY 2022 and FY 2021



Town of Andover
FY 2022 Year-To-Date Budget Report
Personal Services and Other Expenditures thru 9/30/2021

	Original Appropriation	Transfers/ Adjustments	Revised Budget	YTD Expended	Encumbrances	Available Balance	% Expended & Encumbered	% Expended
Personal Services								
General Government	7,167,854	112,166	7,280,020	1,762,507	-	5,517,513	24.2%	24.2%
Community Services	1,819,521	-	1,819,521	646,987	-	1,172,534	35.6%	35.6%
Public Facilities	2,508,336	-	2,508,336	607,000	-	1,901,336	24.2%	24.2%
Public Safety - Fire	8,628,347	32,813	8,661,160	2,179,687	-	6,481,473	25.2%	25.2%
Public Safety - Police	8,090,689	32,178	8,122,867	1,860,612	-	6,262,255	22.9%	22.9%
Public Works	3,814,578	-	3,814,578	833,393	-	2,981,185	21.8%	21.8%
Library	2,321,710	-	2,321,710	521,706	-	1,800,004	22.5%	22.5%
School	75,617,287	-	75,617,287	8,073,732	63,128,079	4,415,476	94.2%	10.7%
Compensation Fund	155,326	-	155,326	-	-	155,326	0.0%	0.0%
Total Personal Services - General Fund	110,123,648	177,157	110,300,805	16,485,623	63,128,079	30,687,103	72.2%	14.9%
Water Enterprise	2,338,139	-	2,338,139	549,329	-	1,788,810	23.5%	23.5%
Sewer Enterprise	355,912	-	355,912	81,057	-	274,855	22.8%	22.8%
Total Personal Services - Enterprise Funds	2,694,051	-	2,694,051	630,386	-	2,063,665	23.4%	23.4%
Other Expenses								
General Government	2,233,879	216,881	2,450,760	802,871	524,561	1,123,328	54.2%	32.8%
Community Services	605,675	103,285	708,960	147,070	256,054	305,836	56.9%	20.7%
Public Facilities	1,325,450	247,628	1,573,078	316,129	653,482	603,466	61.6%	20.1%
Public Safety - Fire	571,550	81,058	652,608	146,414	190,955	315,239	51.7%	22.4%
Public Safety - Police	1,019,300	149,034	1,168,334	291,451	412,391	464,492	60.2%	24.9%
Public Works	5,921,832	893,969	6,815,801	1,192,299	3,417,797	2,205,705	67.6%	17.5%
Library	660,687	15,053	675,740	205,022	291,371	179,347	73.5%	30.3%
School	16,976,165	686,223	17,662,388	2,464,041	12,754,847	2,443,501	86.2%	14.0%
Technical Schools	800,000	-	800,000	160,508	481,525	157,967	80.3%	20.1%
Debt Service	11,057,553	-	11,057,553	1,922,156	-	9,135,397	17.4%	17.4%
Insurance	1,240,000	18,911	1,258,911	1,147,541	34,208	77,162	93.9%	91.2%
Health Insurance	23,147,462	-	23,147,462	2,686,379	-	20,461,083	11.6%	11.6%
Unemployment	160,000	-	160,000	6,423	3,025	150,552	5.9%	4.0%
Retirement	12,897,390	-	12,897,390	12,897,390	-	-	100.0%	100.0%
Reserve Fund	200,000	-	200,000	-	-	200,000	0.0%	0.0%
OPEB Appropriation	1,696,026	-	1,696,026	-	-	1,696,026	0.0%	0.0%
Total Other Expenses - General Fund	80,512,969	2,412,042	82,925,011	24,385,695	19,020,214	39,519,101	52.3%	29.4%
Water Enterprise	6,782,728	1,046,651	7,829,379	1,766,384	2,354,434	3,708,560	52.6%	22.6%
Sewer Enterprise	4,936,767	346,744	5,283,511	945,030	2,199,142	2,139,339	59.5%	17.9%
Total Other Expenses - Enterprise Funds	11,719,495	1,393,395	13,112,890	2,711,414	4,553,577	5,847,900	55.4%	20.7%
Total - General Fund	190,636,617	2,589,199	193,225,816	40,871,319	82,148,293	70,206,204	63.7%	21.2%
Total - Enterprise Funds	14,413,546	1,393,395	15,806,941	3,341,800	4,553,577	7,911,565	49.9%	21.1%

Town of Andover
FY 2022 Reserve Account and Compensation Fund
As of 9/30/21

RESERVE FUND

Appropriation by Vote of Town Meeting June 2021	\$ 200,000.00
Transfers by Vote of Town Meeting	0.00
Transfers by Authority of the Finance Committee	0.00
Available Balance	<u>\$ 200,000.00</u>

COMPENSATION FUND

Appropriation by Vote of Town Meeting June 2021	\$ 155,326.00
Transfers by Vote of Town Meeting	0.00
Transfer by Authority of the Select Board	0.00
Available Balance	<u>\$ 155,326.00</u>

Town of Andover
FY 2022 Revolving Accounts
(M.G.L. CH. 44, § 53 E1/2)
As of 9/30/21

	CD & P Legal Notices Acct 5550	Library Lost/Damaged Materials Acct 5631	CD & P Health Services Clinics Acct 5557	Recreation Special Services Acct 5552	Youth Services Acct 5553	Facilities Field Maintenance Acct 5622	Elder Services Acct 5554	Police Antenna Uses Acct 5653	School Photocopy Fees Acct 4510	Facilities Compost Program Acct 5666	DPW Solid Waste Fees Acct 5667	CD & P Stormwater Management Acct 5668	Fire Emergency Billing Acct 5669	Health Services Inspections Acct 5670	School Professional Development Acct 4500
Balance thru 6/30/2020	16,598	14,081	26,344	227,426	199,511	68,107	176,788	39,290	28,080	23,927	58,090	0	23,942	92,715	2,719
Receipts thru 6/30/2021	31,045	1,044	40,322	605,596	354,496	56,938	43,954	7,426	1,237	30,275	31,661	0	6,732	53,168	800
Expenditures thru 6/30/2021	26,394	619	67,354	435,669	224,274	16,140	40,090	0	100	39,705	13,464	0	29,993	25,891	240
Balance thru 6/30/2021	21,249	14,506	-688	397,353	329,733	108,904	180,652	46,716	29,218	14,497	76,288	0	681	119,994	3,279
Receipts thru 9/30/2021	5,970	989	28,759	295,515	20,247	26,547	16,311	1,719	9,488	3,097	7,683	0	0	2,475	0
Expenditures thru 9/30/2021	7,506	34	0	242,342	60,090	12,696	16,641	0	0	5,250	435	0	0	0	0
Balance thru 9/30/2021	19,713	15,462	28,071	450,526	289,891	122,756	180,323	48,435	38,706	12,344	83,536	0	681	122,469	3,279

Spending Authorization Art 6G - ATM 21	\$20,000	\$20,000	\$60,000	\$750,000	\$400,000	\$150,000	\$225,000	\$50,000	\$10,000	\$60,000	\$40,000	\$5,000	\$100,000	\$100,000	\$50,000
Y-T-D % Spent	37.53%	0.17%	0.00%	32.31%	15.02%	8.46%	7.40%	0.00%	0.00%	8.75%	1.09%	0.00%	0.00%	0.00%	0.00%

**Town of Andover
Capital Projects
9/30/2021**

	<u>FY16</u>	<u>FY17</u>	<u>FY18</u>	<u>FY19</u>	<u>FY20</u>	<u>FY21</u>	<u>FY22</u>	<u>Total Available</u>	
Budget	1,078,000	1,120,000	1,495,643	1,040,000	1,011,600	1,150,000	1,185,000		
Expended	1,078,000	1,117,444	1,489,626	1,024,488	878,620	545,998	115,563		
Encumbered	-	2,377	-	12,051	84,697	218,470	158,160		
Total School CIP	Available	-	179	6,017	3,461	48,283	385,532	911,277	1,354,748
Budget	112,000	222,000	579,018	487,000	1,044,098	902,108	137,000		
Expended	77,000	191,142	553,143	393,361	638,877	447,798	-		
Encumbered	-	-	9,300	13,206	31,860	351,871	-		
Total General Government CIP	Available	35,000	30,858	16,575	80,433	373,361	102,439	137,000	775,666
Budget	-	-	32,214	-	-	-	-		
Expended	-	-	28,601	-	-	-	-		
Encumbered	-	-	-	-	-	-	-		
Total Youth Services CIP	Available	-	-	3,613	-	-	-	-	3,613
Budget	70,000	50,000	-	-	-	-	-		
Expended	66,873	50,000	-	-	-	-	-		
Encumbered	-	-	-	-	-	-	-		
Total Recreation CIP	Available	3,127	-	-	-	-	-	-	3,127
Budget	25,000	25,000	-	-	10,000	50,000	-		
Expended	25,000	25,000	-	-	-	-	-		
Encumbered	-	-	-	-	-	-	-		
Total Library CIP	Available	-	-	-	10,000	50,000	-	-	60,000
Budget	590,000	623,000	800,000	946,000	1,303,000	468,000	1,180,000		
Expended	590,000	623,000	778,446	911,899	1,180,302	237,814	6,957		
Encumbered	-	-	1,355	33,530	95,065	35,199	168,197		
Total Facilities CIP	Available	-	-	20,199	571	27,633	194,987	1,004,846	1,248,236
Budget	285,000	195,000	293,500	250,077	195,000	195,000	255,000		
Expended	285,000	195,000	293,400	249,159	195,000	148,603	-		
Encumbered	-	-	-	-	-	26,035	41,700		
Total Police CIP	Available	-	-	100	918	-	20,362	213,300	234,680
Budget	50,000	20,000	63,500	214,000	-	96,000	88,000		
Expended	37,332	20,000	61,352	201,715	-	96,000	50,000		
Encumbered	-	-	-	-	-	-	27,383		
Total Fire CIP	Available	12,668	-	2,148	12,285	-	-	10,617	37,718
Budget	240,000	285,000	415,000	328,000	400,000	-	165,000		
Expended	234,163	243,441	360,428	323,147	349,446	-	-		
Encumbered	5,838	31,929	8,439	4,312	50,462	-	-		
Total DPW CIP	Available	-	9,631	46,132	541	92	-	165,000	221,396
Budget	1,372,000	1,420,000	2,183,232	2,225,077	2,952,098	1,711,108	1,825,000		
Expended	1,315,367	1,347,583	2,075,371	2,079,281	2,363,625	930,216	56,957		
Encumbered	5,838	31,929	19,094	51,048	177,387	413,104	237,280		
Total Town CIP	Available	50,796	40,489	88,767	94,748	411,086	367,788	1,530,763	2,584,437
Budget	2,450,000	2,540,000	3,678,875	3,265,077	3,963,698	2,861,108	3,010,000		
Expended	2,393,367	2,465,027	3,564,996	3,103,769	3,242,246	1,476,214	172,520		
Encumbered	5,838	34,306	19,094	63,098	262,084	631,575	395,440		
Grand Total	Available	50,796	40,667	94,784	98,209	459,369	753,320	2,442,040	3,939,185