

Select Board Meeting

Monday, March 14, 2022 7:00 PM

School Administration Building

2nd Floor School Committee Conference Room

30 Whittier Court, Andover, MA 01810

ANDOVER TOWN CLERK
RCUD 2022 MAR 10 PM4:17

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- I. **Call to Order – 7:00 P.M.**

 - II. **Opening Ceremonies**
 - A. Moment of Silence/Pledge of Allegiance
 - B. Proclamation in Recognition of Anil Navkal

 - III. **Communications/Announcements/Liaison Reports**

 - IV. **Citizens Petitions and Presentations**

 - V. **Regular Business**
 - A. Outdoor Dining or Retail License Regulations and License Agreement
Select Board to review and consider voting to adopt the Outdoor Dining or Retail License Regulations and License Agreement.

 - B. Land Swap – 126 Tewksbury Street
Select Board to review and consider voting to approve and sign the Transfer of Land from the Select Board to the Conservation Commission per Chapter 14 of the Acts of 2022.

 - C. Purchase and Sale Agreement – 138A Chandler Road
Select Board to review and consider voting to approve the Purchase and Sale Agreement with Regina M. Currid, Seller, for the property at 138A Chandler Road, and authorize the Town Manager to sign the Purchase and Sale Agreement.

 - D. Acceptance of Donation to Andover Youth Services
Select Board to consider voting to accept a donation in the amount of \$500.00 from South Church, 41 Central Street, Andover, MA, to Andover Youth Services to support the sewing program.

 - E. Town Manager’s FY 2023 Recommended Budget and Financial Plan:
Town Manager to provide overview of the Fiscal Year 2023 Recommended Budget & Financial Plan

 - F. Excess Levy Capacity Policy Framework – 2nd Reading
Select Board to consider voting to approve the Excess Levy Capacity Policy Framework.

G. Annual Town Meeting Articles

Board to consider voting to take a position on the following articles:

P7	Minor Financial Articles (A Through D)
P8	General Housekeeping Articles (A Through G)
P10	Chapter 90 Authorizations
P11	Granting Easements
P19	Other Post Employment Benefits Fund
P25	Transfer and Discontinuance of Portion of Lewis Street
P26	Discontinuance of Portion of Lewis Street

VI. **Consent Agenda**

A. Appointments by the Town Manager

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

Department	Name	Position	Rate/Term	Date of Hire
Memorial Hall Library	Maura Deems <i>(Vicki Murphy)</i>	Executive Secretary	\$64,093.62/yr	3/28/2022
Town Clerk	Suzy Narayanan <i>(Susan Pimentel)</i>	Office Assistant III	\$55,388.32/hr	4/11/2022
Memorial Hall Library	Molly McIntyre <i>(Amy Martin)</i>	Library Assistant II	\$26.43/hr	3/19/2022
Memorial Hall Library	Brianna Caron-DiPietro <i>(Liana DiPasquale)</i>	Library Assistant	\$25.31/hr	5/6/2022
Community Services – Youth Services	Limor Soen	Building Assistant	\$15.50/hr	3/15/2022
Community Services – Recreation	Margaret Ford	Kid Care Group Leader 2	\$18.00/hr	3/8/2022
Community Services – Recreation	Jana Alamleh	Kid Care Group Leader 1	\$14.25/hr	3/8/2022
Community Services – Recreation	Claudia Vieira	Kid Care Group Leader 1	\$14.25/hr	3/8/2022
Commission on Diversity, Equity and Inclusion	Hannah Tolla	Andover Public Schools Representative	Term Expires 6/30/2024	3/14/2021
Design Review Board	Jonathan Fournier	Member	Term Expires 6/30/2023	3/14/2022

VII. **Approval of Minutes**

A. Board to approve minutes from the following meetings:

1. February 15, 2022

VIII. Executive Session

- A. Board to move to go into Executive Session pursuant to Purpose 3 for confidential communication with Town Counsel to discuss strategy with respect to litigation filed by William Fahey, and to vote to approve and not to release Executive Session Minutes of November 29, 2021, December 13, 2021, January 5, 2022, January 12, 2022, February 15, 2022 and February 28, 2022 and not to reconvene in open session, and that the Chair declare that an open session may have a detrimental effect on the litigation position of the Town.

IX. 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

XI.5 REGULATIONS FOR OUTDOOR DINING OR RETAIL LICENSE

These regulations are adopted pursuant to Article XI Section 9 of the General Bylaws of the Town of Andover:

1. Applications for an outdoor dining or retail license shall be made to the Select Board by submission of an Application Form to the Town Clerk. The application will include the name, address and telephone number of the owner of the building and shall be signed by the owner of the building or owner's representative or attorney. The application shall be signed by the owner of the business. If the business is a restaurant the application shall be accompanied by a copy of the current Permit to Operate a Food Establishment issued by the Board of Health.
2. The application shall also include seven copies of a plan containing the information required by Article XI Section 9.2 of the Bylaws, and shall also include a plan for outdoor lighting.
3. Seven (7) copies along with an electronic version of the application and all supporting materials shall be submitted to the Town Clerk, who, upon determining that the application is complete, shall distribute the application to the Police Department Public Safety Officer, Fire Department, Board of Health, Treasurer, Planning Division and Building Inspector. If the location is within the General Business or Mixed Use Zoning Districts, the application shall also be given to the Design Review Board.
4. Upon determination that the application is complete, the Town clerk shall establish a date for hearing on the application before the Select Board and shall notify the applicant and the departments to whom the application has been submitted for comments. The departments shall submit comments to the Select Board either in writing prior to the date of the hearing or in person at the hearing on the application.

5. If the license is approved by the Select Board the owner and operator of the business shall sign a License Agreement as required by the Bylaw and shall pay the License Fee before issuance of the License and before commencement of any activities under the License.
6. Applicants who hold an alcoholic beverages license shall provide a detailed alcohol control plan/strategy as part of their application packet. The alcohol control plan shall include what steps the manager shall take to ensure alcohol remains only on the licensed premises, including signage, staff instructions, monitoring of the outdoor dining area, etc. The applicant shall also submit the TIPS or alcohol server training certificates for the manager and all shift managers as part of the application packet.
7. The applicant shall provide evidence of insurance, as required by the Bylaw and the License Agreement. The applicant shall carry or require that there be carried Workers' Compensation insurance for all employees and those of its contractors and/or subcontractors engaged in work at the outdoor dining areas or retail facility, in accordance with the State Workers' Compensation Laws. The applicant shall furnish a certificate of insurance with associated endorsements to the Town evidencing coverage of all insurance required by the Town. In addition, the applicant shall carry Commercial General Liability Insurance and, if applicable, Liquor Liability Insurance with limits hereinafter set forth to cover the applicant and its contractors and subcontractors against claims due to accidents which may occur or result from operators under this Agreement. Such insurance shall cover the use of all equipment related to the provision of temporary and seasonal placement of outdoor dining areas or placement of retail furniture and fixtures services. The Commercial General Liability Policy and, if applicable, Liquor Liability Insurance shall insure against all claims and demands for bodily injury and property damage with respect to the outdoor dining or retail facilities and services, with limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The Town shall be named as an "additional insured" in all policies of such insurance. All insurance policies shall be primary and noncontributory and shall contain a waiver of subrogation in favor of the Town. The applicant (and their heirs, successors and assigns in interest) shall hold harmless, defend and indemnify the Town of Andover and its employees and agents from any responsibility,

liability and claims arising out of or related to the operations under this agreement. The applicant shall furnish a certificate of insurance with associated endorsements to the Town prior to commencing provisions of the facilities and services authorized under the applicant. Where such insurance is renewed or replaced the applicant shall furnish the Town with a certificate of insurance with associated endorsements evidencing the same.

8. Upon notification from the Department of Public Works that weather conditions or work to be performed on the property of the Town requires removal of the furniture, the applicant shall immediately remove all of its property associated with the outdoor dining or retail license from the public property.
9. The License is revocable at will by the Town for any reason whatsoever upon written notice to the Licensee from the Town. The License Agreement shall stipulate that in the event of such revocation, the Licensee shall have no recourse or claim against the Town for such revocation whether by way of monetary charges, a suit in equity or otherwise.
10. The Licensee shall comply with all applicable laws, rules, regulations, and conditions of other licenses and permits.
11. The License may be renewable by the Town Manager with the submission of a complete renewal application and a copy of the original approval. Upon review of the renewal application, should the Town Manager find the renewal license differs substantially from the initially approved license, the applicant shall apply for a new license with the Select Board.
12. In granting a license, the Select Board may impose terms and conditions including but not limited to locations, number of tables, chairs, racks and displays as it determines to be appropriate.
13. License fees shall be established by the Select Board.

LICENSE AGREEMENT

By and between

THE TOWN OF ANDOVER

And

THE OWNER AND OPERATOR OF A RESTAURANT
OR RETAIL FACILITY LOCATED WITHIN THE
TOWN OF ANDOVER

This License Agreement (the "Agreement") is entered into as of the _____, by and between the Town of Andover and _____. The Owner and Operator of a Restaurant or Retail Facility located within the Town of Andover.

WITNESSETH:

WHEREAS, Licensee is owner and operator of a Restaurant or Retail facility within the Town of Andover located at _____ Andover, MA. (hereinafter "Owner");

WHEREAS, Licensor is the Town of Andover (hereinafter the "Town");

WHEREAS, the Owner desires to provide the public with outdoor dining or retail in an area shown on the attached plan;

WHEREAS, the Town is seeking a manner through which to facilitate the Owner's ability to provide the public with outdoor dining or retail;

WHEREAS, the Town and the Owner desire to cooperate to further the above-stated purpose in a way compatible with the public interest;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. License to Provide Outdoor Dining or Retail Facility. The Town of Andover hereby grants the Owner a revocable license to provide outdoor dining or retail services at its facility located within the Town of Andover. The Licensee shall comply with the terms of this Agreement, the License granted by the Select Board, any other license related to the Facility, all applicable laws, regulations, and bylaws and all applicable rules and regulations established by the Select Board. Within the licensed area, the licensee may put and maintain no more than _____ tables and _____ chairs _____ retail fixtures. All such

services will be provided at the sole cost and expense of the Owner. The Town of Andover shall not be liable for such cost nor obligated to reimburse the Owner for the same. The Owner shall be responsible for obtaining all permits or licenses at its expense for the construction of any improvements necessary to the provision of such services.

2. Indemnification. The Owner shall indemnify, defend and save harmless the Town of Andover, its officers, and employees from and against all suits, actions, claims, demands, damages, losses, expenses, and costs of every kind and description relating to or arising from the operation, construction, or existence of the outdoor dining facility and service, under this Agreement.

3. Insurance. The Licensee shall carry or require that there be carried Workers' Compensation Insurance for all employees and those of its contractors and/or subcontractors engaged in work at the outdoor dining facility, in accordance with the State Workers' Compensation Laws. The Owner shall furnish a certificate of insurance to the Town evidencing coverage of Workers' Compensation Insurance. In addition, the Licensee shall carry Commercial General Liability and Property Damages Liability Insurance, and if alcoholic beverages are served, Liquor Liability Insurance, with limits hereinafter set forth to cover the Licensee and its contractors and subcontractors against claims which may occur or result from operations under this Agreement. Such insurance shall cover the use of all equipment related to the provision of outdoor dining or retail services. The Commercial General Liability Policy, and if applicable, a Liquor Liability Insurance Policy, shall insure against all claims and demands for bodily injury and property damage with respect to the outdoor dining facilities and services, with limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The Town shall be named as an "additional insured" in all policies for such insurance with specific reference as to coverage related to this License Agreement. All such policies shall provide a waiver of subrogation in favor of the Town and such policies shall be primary and noncontributory coverage, with those provisions required to be stated on the Certificate of Insurance provided to the Town. The Licensee (and their heirs, successors and assigns in interest) shall hold harmless, defend and indemnify the Town of Andover and its employees and agents from any responsibility, liability and claims arising out of or related to the operations under this agreement. The Licensee shall furnish a certificate of such insurance with associated endorsements evidencing insurance for all coverage required by the Town to the Town prior to commencing any work, construction or services of the facilities and services authorized under this Agreement. Where such insurance is renewed or replaced the Owner shall furnish the Town with a Certificate of Insurance evidencing same.

4. Maintenance. The Owner shall maintain the premises utilized for the provision of outdoor dining or retail facilities and services under this Agreement in a clean and orderly condition. The Owner assumes responsibility for the removal of any debris generated by the construction, operation, or existence of the outdoor dining facility and service. These duties assumed by the Restaurant Owner include but are not limited to:

- Plant maintenance, lawn maintenance, if any:

- General maintenance and cleaning of fixtures;

- Sweeping;

- Trash removal; and

- Security, including the removal of any person who becomes disorderly. The Owner shall be solely responsible for any costs and losses generated by the above listed, and any other maintenance duties.

5. Term. The License granted herein shall begin after it is approved by the Select Board and upon execution of this Agreement and payment of the License Fee or on March 1st of the year in which it is granted, whichever is later, and shall expire on November 30th immediately following, unless sooner revoked. Notwithstanding the foregoing sentence this License is revocable at the will of the Andover

Select Board at any time at the total discretion of said Select Board. At the expiration or revocation of this License, the Licensee shall promptly remove all furniture and articles placed in the outdoor dining area, and return the area to condition at least as good prior to the issuance of this License.

6. Hours of Operation. The License granted hereunder neither extends the physical description of the Premises nor shortens or extends the hours during which the Licensee may carry on other lawful licensed activities in the premises to which the outdoor dining area is auxiliary.

7. Revocation. The parties covenant and agree that this License is not an interest in land and is revocable at will by the Andover Select Board for any reason whatsoever upon written notice to the Licensee from the Town. The License will terminate upon Licensee's receipt of said written notice described therein. Licensee acknowledges, covenants and agrees that this License is revocable at will by the Town and the Licensee further acknowledges, covenants and stipulates that in the event of such revocation, the Licensee shall have no recourse or claim against the Town for such revocation whether by way of monetary charges, a suit in equity, or otherwise.

WITNESS, the execution hereof in counterparts under seal as of the date and year first above written.

By _____

Owner and Operator of Restaurant or Retail
Located within the Town of Andover

By _____

Chair, Select Board

Date:

CERTIFICATION OF GOOD FAITH

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

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, _____, whose principal place of business is at _____ Andover, MA., does hereby certify under the pains and penalties of perjury that he has paid all Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Federal Identification No.

Licensee

Number

Motion for Outdoor Dining or Retail License Regulations and License Agreement

I move that the Board approve Article XI.5 Regulations for Outdoor Dining or Retail License and that the Board approve the form of License Agreement by and between the Town of Andover and the Owner and Operator of a Restaurant or Retail Facility Located within the Town of Andover, all as submitted to the Select Board.

**TRANSFER OF LAND
TOWN OF ANDOVER SELECT BOARD
TO
TOWN OF ANDOVER CONSERVATION COMMISSION**

The Select Board of the Town of Andover, pursuant to with the provisions of Chapter 14 of the Acts of 2022, and pursuant to the provisions of Article 97 of the Amendments to the Constitution of the Commonwealth, hereby transfers that certain parcel of land, currently held for general municipal purposes, consisting of approximately 7.419 acres, located at 126 Tewksbury Street in Andover, Massachusetts and recorded in the Essex North District Registry of Deeds in Book 10031, Page 237, and shown on Town of Andover Assessors Map 182, Parcel 7, to the care, custody and control of the Conservation Commission of the Town of Andover, for conservation and passive recreation purposes.

WITNESS our hands and seals this _____ day of _____, 2022.

Town of Andover Select Board

COMMONWEALTH OF MASSACHUSETTS

Essex, SS _____, 2022

On this _____ day of _____, 2022, before me, the undersigned Notary Public personally appeared Christian Huntress and proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Chair of the Select Board of the Town of Andover.

Notary Public
My Commission Expires:

Post Office Address of Grantee
Andover Conservation Commission
36 Bartlet Street
Andover, MA 01810

Street Address of Property
126 Tewksbury Street
Andover, MA 01810

ACCEPTANCE BY CONSERVATION COMMISSION

The Conservation Commission of the Town of Andover hereby accepts the foregoing conveyance to the Town of Andover, to be held under the care, management and control of the Town of Andover Conservation Commission.

Executed as an instrument under seal this _____ day of _____, 2022.

Town of Andover Conservation Commission

COMMONWEALTH OF MASSACHUSETTS

Essex, SS _____, 2022

On this _____ day of _____, 2022, before me, the undersigned Notary Public personally appeared Donald Cooper and proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Chair of the Conservation Commission of the Town of Andover.

Notary Public
My Commission Expires:

Motion for 126 Tewksbury Street

I move that the Select Board approve and sign the Transfer of Land from the Town of Andover Select Board to the Town of Andover Conservation Commission for 7.419 acres of land at 126 Tewksbury Street as authorized by Chapter 14 of the Acts of 2022.

PURCHASE AND SALE AGREEMENT

Agreement made as of this 15 day of February, 2022, by and between

Regina M. Currid, individually, of 24 Freeman Street, York Harbor, ME 03911, hereinafter called "SELLER" and The Inhabitants of the Town of Andover, a Massachusetts municipal corporation, with an address at 36 Bartlet Street in Andover, Massachusetts 01810 (hereinafter called "BUYER").

1. Description.

SELLER agrees to sell and BUYER agrees to buy the premises in Andover, Essex County, Massachusetts, known as 138A Chandler Road, shown as Lot 1 on Plan No. 18061, recorded with North Essex District Registry of Deeds, described in Exhibit A attached hereto and made a part hereof (hereinafter referred to as "the Premises") containing 78,064 square feet, more or less, all as described in said Exhibit A.

2. Title and Deed.

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

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

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

3. Purchase Price.

RMC

The agreed Purchase Price for the Premises is Four Hundred Three Thousand (\$403,000.00) Dollars, which shall be payable upon the delivery and recording of the deed to the Buyer.

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

Notwithstanding any other provision of this Agreement, SELLER acknowledges that if the Andover Town Meeting does not approve the purchase and the appropriation of funds or if the Andover Select Board does not vote to approve and execute the Deed tendered by the SELLER in performance of SELLER's obligations in Paragraph 2 hereof, this Agreement shall be terminated and all other obligations of all parties hereto shall cease and this Agreement shall be void and without recourse to the parties hereto.

4. Closing.

Subject to the approval of the Andover Town Meeting and Select Board, the Deed, Order of Taking, Purchase Price and other Closing Deliveries are to be delivered by the parties on or before July 15, 2022, ("Escrow Closing Date"), to Marsh, Moriarty, Ontell & Golder ("Escrow Agent") in accordance with the general provisions of the usual form of escrow agreement then in use by Escrow Agent (with such special provisions inserted in said escrow agreement as may be required to conform with the terms and conditions of this Agreement) and/or pursuant to closing instructions provided by the parties and all of which shall be mutually acceptable to Buyer and Seller (an "Escrow Closing"). Except for an Extension pursuant to Paragraph 7 hereof, the Closing shall not take place after July 29, 2022. In the event of an Escrow Closing, (a) Seller shall deposit or cause to be deposited with Escrow Agent the Seller Deliveries (as defined in Section 19 herein); and (b) Buyer shall deposit with Escrow Agent the Buyer Deliveries (as defined in Section 19 herein). At the Closing, Escrow Agent shall disburse all monies in strict accordance with the closing statement, record the Deed and any other required documents or plans, and deliver to the appropriate parties all other closing documents. It is agreed that Escrow Agent shall have no liability to Seller or Buyer for the performance of its services herein, except in the event of Escrow Agent's gross negligence and/or willful misconduct. In either case, the term "Closing" shall mean the consummation of the purchase and sale of the Subject Property in accordance with the terms of this Agreement, and including the recording of the Deed. Deed to be recorded and proceeds disbursed to Seller on the date of the recording of the Deed, provided Escrow Agent has not reported any problems outside of Escrow Agent's control.

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

5. Closing Expenses and Prorations.

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

6. Possession and Condition of Premises.

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

7. Extension to Perfect Title and Satisfy Conditions.

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

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

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

8. Buyer's Election to Accept Title.

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

9. Acceptance of Deed.

The acceptance and recording of a deed by BUYER or BUYER's nominee, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the Escrow Closing Date or the Extended Closing Date, and except representations, warranties, indemnities and agreements under paragraphs 13, 14, 16, 27 and 30 which shall survive the Escrow Closing Date or the Extended Closing Date.

10. Use of Purchase Money.

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

11. Insurance.

Until delivery and recording of the Deed, the Seller shall maintain insurance on the premises as presently insured and shall provide a Certificate of such insurance coverage to the BUYER.

12. Default.

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

13. Seller's Representations and Indemnity.

SELLER represents to BUYER as follows:

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

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

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

14. Buyer's Representations.

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

15. Condition of Purchase.

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

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

- e. SELLER's representations under paragraph 13 are true and correct at the Escrow Closing Date or Extended Closing Date.
- f. Andover Town Meeting has approved the purchase of the Premises and the appropriation of funds sufficient to purchase the Premises and the Select Board has approved and executed the Deed tendered by the Seller under Paragraph 3.
- g. All personal property, vehicles, equipment and animals shall be removed from the Premises by the Seller, including but not limited to vehicles, trailers, storage facilities, equipment and animals, from the land before the pre-closing inspection by the Buyer, which shall take place not later than 5 days prior to the closing. In addition to the pre-closing inspection, Buyer shall be allowed to inspect the Premises on the Closing Date to determine compliance with this condition.

16. Representation as to Brokers.

A commission of \$12,090.00 shall be due from the SELLER to Seller's broker, Linda Magnifico of RE/MAX On The River, only upon the acceptance and recording of the Deed to the BUYER. BUYER and SELLER each represents to the other that it has not dealt with any other broker or any other person in connection with this purchase of the Premises, and agree that each will hold harmless and indemnify the others from any loss, cost, damage, liability, claim or expense, including reasonable attorney's fees, incurred by BUYER or SELLER, as the case may be, for a commission or finder's fee as a result of the falseness of this representation.

17. Notices.

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

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

with a copy Thomas J. Urbelis, Town Counsel
 sent in the

same manner to: - Andover Town Hall
36 Bartlet Street
Andover, Massachusetts 01810

if to SELLER: - Robert W. Tedesco, Esq.
Tedesco Law Offices, PC
88 Main Street
Woburn, Massachusetts 01801
Tel: 781-933-9293
Fax: 781-209-5555
rwt@tedescolawoffice.com

with a copy Regina M. Currid
sent in the P.O. Box 417
same manner to: - York Harbor, ME 03911

18. Buyer's Investigation and Use of Premises.

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

19. Closing Documents.

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

- a. The deed called for in paragraph 2,;
- b. The Certificates of Seller in the forms attached as Exhibits C, D, E, and F.
- c. The Releases in the forms attached as Exhibit H and Exhibit I;
- d. Affidavit of Seller setting forth Seller's U.S. Taxpayer Identification Number and Foreign Investment and Real Property Tax Act (FIRPTA) Affidavit;

- e. Owners affidavits regarding parties in possession and indemnities regarding mechanics liens in such form and content as is necessary to induce Buyer's Title Insurance to delete the "standard exceptions" pertaining to parties in possession and mechanics' liens and to permit Buyer to obtain title insurance on the Premises subject only to the Permitted Encumbrances or subject to standard exception contained in the policy including any so-called "preprinted exceptions" acceptable to Buyer; With the exception of a customary form Mechanic Lien/Parties in Possession Affidavit, SELLER shall not be required to sign a so-called survey affidavit or any document that makes any representation as to boundaries, title, encroachments, or compliance with zoning, building or other laws and shall not be considered in default if SELLER refused to do so at Closing.
- f. An executed Closing Statement in form and substance reasonably acceptable to Seller, Buyer and Escrow Agent;
- g. A copy of the Disclosure Notice which has been filed pursuant to Chapter 7, Section 40J with the Commission of Capital Asset Management and Maintenance;
- h. A payoff statement for any mortgage outstanding on the premises. Any discharge tracking fee(s) charged to SELLER on the Settlement Statement shall not exceed \$95.00 per encumbrance.
- i. Such other instruments as BUYER and/or Title Company may reasonably and customarily have requested for the purpose of carrying out the transaction contemplated by this Agreement, including, without limitation, documents for the purpose of confirming proper and lawful execution of closing documents in accordance with this Agreement and applicable law, and documents required by the Buyer's title insurer as a condition to the issuance of title insurance as provided in Paragraph 18 hereof.

(B) At Closing, Buyer shall execute and/or deliver to Seller or Escrow Agent the following items (collectively, "Buyer's Deliveries"): (i) a closing statement, (ii) the Purchase Price, (iii) certified copy of the Town Meeting Vote Authorizing Purchase of Land, (iv) a Certificate of Municipal Liens, (v) such other instruments and documents as Seller and/or the Title Company may reasonably request, including, without limitation, documents for the purpose of confirming the proper and lawful execution and delivery of closing documents in accordance with this Agreement and applicable

provisions of Massachusetts law, provided that any documents requiring execution by the Buyer shall be delivered by the Seller to the Andover Town Counsel by at least 15 days prior to the Escrow Closing Date or Extended Closing Date.

20. Title Insurance.

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

21. No Other Agreements.

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

22. REBA Standards.

Any manner of practice arising under or relating to this agreement which is the subject of a title standard or a practice standard of the Massachusetts Real Estate Bar Association at the Original Closing Date or Extended Closing Date shall be governed by said title standard or practice standard to the extent applicable.

23. Disclaimer of Warranties and Representations.

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

24. Buyer's Authorization

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

25. Other Documents.

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

26. Governing Law.

This Agreement shall be governed by Massachusetts law.

27. Seller Representations.

All of Seller's representations under this Agreement, INCLUDING ALL RIDERS AND ADDENDA, are to the Seller's actual knowledge, and without conducting any independent investigation or inquiry and are not intended to imply or create any obligation for the Seller to take additional actions or more further inquiry with regard to any topics contained within this Agreement or elsewhere, including, but not limited to, documents, to be executed in conjunction with the Closing: furthermore, it is acknowledged and agreed by the Parties that any such representations shall not constitute a representation or warranty against the existence of such conditions about which Seller has no knowledge, nor a representation or warranty against the discovery or occurrence of such conditions. The provisions of this paragraph shall survive the Closing and delivery of the Deed hereunder.

28. Condition of Purchase

As provided in paragraph 15.g, all personal property, vehicles, equipment and animals shall be removed from the Premises, including but not limited to vehicles, trailers, storage facilities, equipment and animals, from the land, and sheds, by the Seller before the pre-closing inspection by the Buyer. Buyer shall be allowed to inspect the Premises on the Closing Date to determine compliance with this condition.

29. Personal property shall be removed by the Seller in accordance with the terms of Paragraph 15.g of this Agreement.

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

INHABITANTS OF TOWN OF ANDOVER

SELLER:

By:

Regina M. Currid
Regina M. Currid

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

Date: _____

Feb 14, 2022
Date: _____

EXHIBIT A

LEGAL DESCRIPTION

The land in Andover, Essex County, Massachusetts, being shown as Lot 1 on a Plan of Land entitled, "Plan of Land, 138 Chandler Road, Andover, MA 01810, JM Associates, 325 Main Street, N. Reading, MA 01864, John F. McQuilken, Professional Land Surveyor", dated March 12, 2020, and said plan being recorded in Essex North Registry of Deeds as Plan Number 18061.

COMMONWEALTH OF MASSACHUSETTS

Essex, SS. _____, 2022

On this day, before me, the undersigned Notary Public, personally appeared Regina M. Currid, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she 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:
138A Chandler Road
Andover, MA 01810

ACCEPTANCE BY SELECT BOARD

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

EXECUTED as an instrument under seal this _____ day of _____, 2022.

Town of Andover Select Board

COMMONWEALTH OF MASSACHUSETTS

Essex, SS. _____, 2022

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

Notary Public
My Commission Expires:

EXHIBIT A
PROPERTY DESCRIPTION

The land in Andover, Essex County, Massachusetts, being shown as Lot 1 on a Plan of Land entitled, "Plan of Land, 138 Chandler Road, Andover, MA 01810, JM Associates, 325 Main Street, N. Reading, MA 01864, John F. McQuilken, Professional Land Surveyor", dated March 12, 2020, and said plan being recorded in Essex North Registry of Deeds as Plan Number 18061.

EXHIBIT C

CERTIFICATE OF COMPLIANCE WITH TAX LAWS

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

Dated: February 14, 2022

Grantor

Regina M. Currid

REGINA M. CURRID

EXHIBIT D

CERTIFICATE OF NON-COLLUSION

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

Dated: February 14, 2022

Regina M. Currid

REGINA M. CURRID

EXHIBIT E

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

INSTRUCTION SHEET

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) REAL PROPERTY:

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

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

Purchase and Sale Agreement
Seller: Regina M. Currid
Buyer: Town of Andover

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

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

Lessor/Landlord Lessee/Tenant
 Seller/Grantor Buyer/Grantee
 Other (Please describe):

(5) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time

share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7(C), s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME

RESIDENCE

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

None

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

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

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

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

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

Feb 14, 2022

DATE

Regina M. Currid

REGINA M. CURRID

EXHIBIT A
PROPERTY DESCRIPTION

The land in Andover, Essex County, Massachusetts, being shown as Lot 1 on a Plan of Land entitled, "Plan of Land, 138 Chandler Road, Andover, MA 01810, JM Associates, 325 Main Street, N. Reading, MA 01864, John F. McQuilken, Professional Land Surveyor", dated March 12, 2020, and said plan being recorded in Essex North Registry of Deeds as Plan Number 18061.

EXHIBIT F

CERTIFICATE OF SELLER

The undersigned hereby certifies, pursuant to Paragraph 27 of the Purchase and Sale Agreement, that the representations contained in paragraph 13 of a certain Purchase and Sale Agreement for the sale of property known as Chandler Road, in Andover, Massachusetts, executed on _____, 2022, a copy of which is attached hereto, are true and correct in all material respects and that we have performed or complied with all of the agreements of the undersigned to the extent such performance or compliance is required prior to or on the Original Closing Date under said Purchase and Sale Agreement.

Dated: _____, 2022

REGINA M. CURRID

EXHIBIT G

ORDER OF TAKING
CHANDLER ROAD

WHEREAS, THE INHABITANTS OF THE TOWN OF ANDOVER voted in favor of a motion made under Article at the Annual Town Meeting held on , 2022 which motion provided:

NOW, THEREFORE, the Select Board of the Town of Andover, acting pursuant to the authority granted to it by the aforesaid vote of the Town Meeting, and in accordance with the provision of Massachusetts General Laws, Chapter 79 and all other power and authority to it granted or implied, **DOES HEREBY TAKE BY EMINENT DOMAIN IN FEE SIMPLE**, for the purposes set forth in said vote of the Town Meeting, the parcel of land known as 138A Chandler Road as described in Deed recorded in the North Essex District Registry of Deeds in Book , Page , and more particularly described in Appendix A attached hereto and incorporated by reference herein, together with all easements and rights appurtenant thereto, including the trees standing thereon and excluding any and all easements for public and private utilities and excluding any and all easements for public highways and public travel in and to any and all streets and public ways included within and/or contiguous or adjacent to said area.

The amount of Four Hundred Three Thousand (\$403,000.00) Dollars has already been paid to Regina M. Currid.

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 _____, 2022.

THE INHABITANTS OF THE
TOWN OF ANDOVER

By and through its
SELECT BOARD

COMMONWEALTH OF MASSACHUSETTS

Essex, ss:

, 2022

On this _____ of _____, 2022, before me, the undersigned notary public, personally appeared _____, who is personally known to me and who is person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose,

Notary Public
My commission expires:

ORDER OF TAKING

APPENDIX A

LEGAL DESCRIPTION

The land in Andover, Essex County, Massachusetts, being shown as Lot 1 on a Plan of Land entitled, "Plan of Land, 138 Chandler Road, Andover, MA 01810, JM Associates, 325 Main Street, N. Reading, MA 01864, John F. McQuilken, Professional Land Surveyor", dated March 12, 2020, and said plan being recorded in Essex North Registry of Deeds as Plan Number 18061.

EXHIBIT H

RELEASE – EMINENT DOMAIN TAKING

I, **Regina M. Currid**, in consideration of Four Hundred Three Thousand (\$403,000.00) Dollars paid, hereby release the Town of Andover from all claims for damages, pursuant to Massachusetts General Laws, Chapter 79, or otherwise due to the taking by eminent domain for public purposes, of the land in Andover, Essex County, Massachusetts more particularly described in Exhibit A attached hereto.

Witness the execution hereof this ____ day of _____, 2022.

REGINA M. CURRID

COMMONWEALTH OF MASSACHUSETTS

County, SS: _____, 2022

Before me, the undersigned notary public, personally appeared the above-named Regina M. Currid and proved to me through satisfactory evidence of identification, which was driver's license, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for that purpose.

Notary Public
My Commission Expires

EXHIBIT A
PROPERTY DESCRIPTION

The land in Andover, Essex County, Massachusetts, being shown as Lot 1 on a Plan of Land entitled, "Plan of Land, 138 Chandler Road, Andover, MA 01810, JM Associates, 325 Main Street, N. Reading, MA 01864, John F. McQuilken, Professional Land Surveyor", dated March 12, 2020, and said plan being recorded in Essex North Registry of Deeds as Plan Number 18061.

EXHIBIT I

RELEASE OF ALL CLAIMS RE: PERSONAL PROPERTY

Now comes Regina M. Currid and state that I have removed my personal property from the premises at 138A Chandler Road pursuant to paragraphs 15.g and 28 of the Purchase and Sale Agreement dated _____, 2022 between Regina M. Currid and the Inhabitants of the Town of Andover and that I have no claims with regard to any personal property left on the above-referenced premises.

Executed this _____ day of _____, 2022.

Regina M. Currid

COMMONWEALTH OF MASSACHUSETTS

County, SS: _____, 2022

Before me, the undersigned notary public, personally appeared the above-named Regina M. Currid and proved to me through satisfactory evidence of identification, which was driver's license, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for that purpose.

Notary Public
My Commission Expires:

Motion for 138A Chandler Road

I move that the Select Board approve the Purchase and Sale Agreement between the Town of Andover and Regina M. Currid for purchase of the land at 138A Chandler Road for the amount of Four Hundred Three Thousand Dollars (\$403,000.00), and authorize the Town Manager to sign the Purchase and Sale Agreement.

MEMO

TO: Andrew Flanagan
FROM: Jemma Lambert
RE: Donation to Youth Center
DATE: 7 March, 2022

We're delighted to acknowledge a donation in the amount of \$500 from South Church in support of the Youth Center sewing program. This particular program has seen us gather youth to hone their handcraft skills, often with the guidance of a group of Andover's elder population for what has become a very popular intergenerational program at the Cormier Youth Center.

The forging of strong ties to our local community in the interest of Andover's Youth is central to the Division's success in the long term. To see such partnerships at this time in Andover's Youth Center history is deeply gratifying. We hope this is the beginning of more to come for Andover's Youth.

Motion for Andover Youth Services Donation

I move to accept a donation from South Church, 41 Central Street, Andover, MA, to Andover Youth Services, in the amount of \$500.00 to support the sewing program.

W A R R A N T
THE COMMONWEALTH OF MASSACHUSETTS
ESSEX, SS.

To Either of the Constables of the Town of Andover

Greeting:

In the name of the Commonwealth you are hereby required to notify and warn the Inhabitants of said Town who are qualified to vote in Town Affairs to meet and assemble at Andover High School, Shawsheen Road, in said Andover, on

To act upon the following articles:

ARTICLE P1	ANNUAL TOWN ELECTION
-------------------	-----------------------------

Annual Town Election: Moderator for one year, two Select Board members for three years, two School Committee members for three years, one Trustee for Cornell Fund for three years, two Punchard Free School members, one for three years and one for one year.

On request of the Town Clerk

ARTICLE P2	ELECTION NOT REQUIRED BY BALLOT
-------------------	--

To elect all other officers not required by law to be elected by ballot, or take any other action related thereto.

On request of the Town Clerk

ARTICLE P3	SALARIES OF ELECTED OFFICIALS
-------------------	--------------------------------------

To establish the salaries of the elected officers for the ensuing year, or take any other action related thereto.

On request of the Town Clerk

ARTICLE P4	FISCAL YEAR 2023 BUDGET
-------------------	--------------------------------

To see if the Town will vote to determine what sums of money the Town will raise and appropriate, including appropriations from available funds, to defray charges and expenses of the Town, including debt and interest, and to provide for a reserve fund for the Fiscal Year beginning July 1, 2022 and ending June 30, 2023, or take any other action related thereto.

On request of the Town Manager

ARTICLE P5	FISCAL YEAR 2023 CAPITAL PROJECTS FUND
-------------------	---

To see if the Town will vote to raise by taxation and appropriate the sum of money for the purpose of funding the Fiscal Year 2023 appropriation for the Capital Projects Fund, or take any other action related thereto.

On request of the Town Manager

ARTICLE P6	FINANCIAL HOUSEKEEPING ARTICLES (A THROUGH H)
-------------------	--

- A. Budget Transfers** To see if the Town will vote to transfer from amounts previously appropriated at the June 2021 Annual Town Meeting as authorized by Massachusetts General Laws Chapter 44, Section 33B, or take any other action related thereto.

On request of the Finance Director

- B. Supplemental Budget Appropriations** To see if the Town will vote to transfer from available funds a sum of money to supplement appropriations voted at the June 2021 Annual Town Meeting, or take any other action related thereto.

On request of the Town Manager

- C. Stabilization Fund** To see if the Town will vote to appropriate and raise from taxation or available funds a sum of money to the Stabilization Fund in accordance with Massachusetts General Laws Chapter 40, Section 5B, as amended by Chapter 46, Sections 14 and 50 of the Acts of 2003 and Chapter 218 of the Acts of 2016, or take any other action related thereto.

On request of the Town Manager

- D. Free Cash** To see what amount the Town will vote to permit the Assessors to use in Free Cash to reduce the Fiscal Year 2023 tax rate and to affect appropriations voted at the 2021 Annual Town Meeting, or take any other action related thereto.

On request of the Finance Director

- E. Unexpended Appropriations** To see what disposition shall be made of unexpended appropriations and Free Cash in the treasury, or take any other action related thereto.

On request of the Finance Director

- F. Unexpended Appropriations Capital Projects Fund** To see what disposition shall be made of unexpended appropriations in the Capital Projects Fund, or take any other action related thereto.

On request of the Finance Director

G. Fiscal Year 2023 Revolving Accounts To see if the Town will vote to authorize the following expenditure limits for revolving funds for certain Town departments under Massachusetts General Laws, Chapter 44, Section 53E½ for the fiscal year beginning July 1, 2022, or take any other action related thereto:

Revolving Fund	FY2023 Limit
Community Development & Planning Department	\$20,000
Memorial Hall Library-Lost/Damaged Materials	\$20,000
Health Clinic	\$60,000
Division of Recreation	\$750,000
Division of Youth Services	\$400,000
Field Maintenance	\$150,000
Division of Elder Services	\$225,000
Police Communications	\$50,000
School Photocopy Fees	\$10,000
Compost Program	\$60,000
Solid Waste	\$40,000
Stormwater Management	\$5,000
Fire Rescue	\$100,000
Health Services	\$100,000
Professional Development Institute	\$50,000
Student Technology Rental	\$200,000

On request of the Finance Director

H. PEG Access and Cable Related Expenses To see if the Town will vote to appropriate cable franchise fees and other cable-related revenues to support PEG access services, cable related expenses, and oversight of the cable franchise agreements for fiscal year 2023, which begins on July 1, 2022, or take any other action related thereto.

On request of the Finance Director

ARTICLE P7	MINOR FINANCIAL ARTICLES (A THROUGH D)
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A. Overlay Surplus Transfer To see if the Town will vote to transfer \$30,000 from Overlay Surplus to fund expenses related to the FY2023 valuation of personal property accounts of locally assessed gas distribution companies, or take any other action related thereto.

On request of the Finance Director

- B. Elderly/Disabled Transportation Program** To see if the Town will vote to appropriate and raise by taxation a sum not to exceed \$12,000 for the purpose of continuing to provide for an elderly and disabled transportation subsidy program, or take any other action related thereto.

On request of the Council on Aging

- C. Support for Andover Day** To see if the Town will vote to appropriate and raise by taxation or transfer from available funds a sum not to exceed \$5,000 for the purpose of paying a portion of the municipal costs associated with Andover Day in the downtown, or take any other action related thereto.

On request of the Town Manager

- D. Spring Grove Cemetery Maintenance** To see if the Town will vote to transfer the sum of \$6,000 from the Spring Grove Cemetery Perpetual Care reserve account and appropriate the sum of \$6,000 for the purpose of cemetery maintenance including costs incidental and related thereto, or take any other action related thereto.

On request of the Director of Public Works

ARTICLE P8	GENERAL HOUSEKEEPING ARTICLES (A THROUGH G)
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To see if the Town will vote the following consent articles, or take any other action related thereto:

- A. Grant Program Authorization** To see if the Town will vote to authorize the Select Board and/or the Town Manager to apply for, accept and enter into contracts from time to time for the expenditure of any funds allotted to Andover by the Commonwealth of Massachusetts or the U. S. Government under any State or Federal grant program, or take any other action related thereto.

On request of the Town Manager

- B. Road Contracts** To see if the Town will vote to authorize the Town Manager to enter into a contract with the Massachusetts Highway Department Commissioners or the Federal Government for the construction and maintenance of public highways in the Town of Andover for the ensuing year, or take any other action related thereto.

On request of the Town Manager

- C. Town Report** To act upon the report of the Town officers, or take any other action related thereto.

On request of the Town Manager

D. Property Tax Exemptions To see if the Town will vote to accept the provisions of Section 4, Chapter 73 of the Acts of 1986 as amended by Chapter 126 of the Acts of 1988 to allow an additional property tax exemption for Fiscal Year 2023 for those persons who qualify for property tax exemptions under Massachusetts General Laws Chapter 59, Section 5, or take any other action related thereto.

On request of the Board of Assessors

E. Contracts in Excess of Three Years To see if the Town will vote in accordance with the provisions of Massachusetts General Laws Chapter 30B, Section 12(b) to authorize the Town Manager or the Superintendent of Schools to solicit and award contracts for terms exceeding three years but no greater than five years, including any renewal, extension or option, provided in each instance the longer term is determined to be in the best interests of the Town by a vote of the Select Board or the School Committee, as appropriate, or take any other action related thereto.

On request of the Town Manager

F. Accepting Easements To see if the Town will vote to authorize the Select Board and the School Committee to accept grants of easements for streets, water, drainage, sewer, public access and utility purposes or any public purpose on terms and conditions the Board and the Committee deem in the best interests of the Town, or take any other action related thereto.

On request of the Town Manager

G. Rescinding of Bond Authorizations To see if the Town will vote to rescind unissued bond authorizations from prior Town Meetings, or take any other action related thereto.

On request of the Finance Director

ARTICLE P9	UNPAID BILLS
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To see if the Town will vote to transfer from available funds a sum of money to pay unpaid bills for which obligation was incurred in prior fiscal years, or take any other action related thereto.

On request of the Finance Director

ARTICLE P10	CHAPTER 90 AUTHORIZATIONS
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To see if the Town will vote to authorize the Town to acquire any necessary easements by gift, by purchase or by right of eminent domain for Chapter 90 Highway Construction or any other federal or state aid program for road or sidewalk improvements, or take any other action related thereto.

On request of the Town Manager

ARTICLE P11	GRANTING EASEMENTS
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To see if the Town will vote to authorize the Select Board and the School Committee to grant easements for water, drainage, sewer and utility purposes or any public purpose on terms and conditions the Board and the Committee deem in the best interests of the Town, or take any other action related thereto.

On request of the Town Manager

ARTICLE P12	STABILIZATION FUND BOND PREMIUM
------------------------	--

To see if the Town will vote to transfer the sum of \$100,000 from the Bond Premium Stabilization Fund to the General Fund to offset non-exempt debt interest payments, or take any other action related thereto.

On request of the Finance Director

ARTICLE P13	DEFICIT REDUCTION
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To see if the Town will vote to appropriate a sum of money from available funds to cover deficits in special revenue and capital project funds or take any action relative thereto.

On request of the Finance Director

ARTICLE P14	WATER TREATMENT PLANT MAINTENANCE
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To see if the Town will vote to appropriate the sum of \$500,000 in the Water Enterprise Fund for the purpose of paying various maintenance costs related to the water distribution system and the Water Treatment Plant, including any other costs incidental and related thereto, or take any other action related thereto.

On request of the Director of Public Works

ARTICLE P15	SEWER COLLECTION SYSTEM MAINTENANCE
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To see if the Town will vote to appropriate the sum of \$300,000 in the Sewer Enterprise Fund for the purpose of paying various maintenance costs related to the sewer collection system, including any other costs incidental and related thereto, or take any other action related thereto.

On request of the Director of Public Works

ARTICLE P16	CAPITAL PROJECTS FROM GENERAL FUND BORROWING
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To see if the Town will vote to raise by taxation, borrowing, transfer from available funds or by any combination thereof and appropriate the sum of \$5,250,000 to pay costs of purchasing capital equipment, making infrastructure improvements, or for purchasing services and materials related to capital improvements, as more particularly described below, including the payment of any other costs incidental and related thereto, or take any other action related thereto.

CIP #	Project	Amount	Statutory Citation
FR-2	Multi-Band Portable Radios	\$200,000	C 44 Sec 7(1)
DPW-4	Town Sidewalk Program	\$850,000	C 44 Sec 7(1)
DPW-7b	Public Works Vehicles – Large	\$400,000	C 44 Sec 7(1)
FAC-5	Town Parks & Playground Improvements	\$550,000	C 44 Sec 7(1)
FAC-6	Major Town Projects	\$1,600,000	C 44 Sec 7(1)
SCH-5	Major School Projects	\$1,650,000	C 44 Sec 7(1)

On request of the Fire Chief, Director of Public Works and Director of Facilities

ARTICLE P17	CAPITAL PROJECTS FROM FREE CASH
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To see if the Town will vote to transfer from available funds and appropriate the sum of \$1,870,340 to pay costs of purchasing capital equipment, infrastructure, or for purchasing services and materials related to capital improvements, as more particularly described below, including any other costs incidental and related thereto, or take any other action related thereto.

CIP #	Project	Amount
FR-1	Fire Apparatus Replacement	\$145,000
IT-1	Annual Staff Device Refresh	\$379,363
IT-2	Annual Student Device Refresh	\$436,477
IT-3	IT Platforms and Infrastructure	\$454,500
POL-1	Police Vehicle Replacement	\$205,000
DPW-2	Minor Sidewalk Repairs	\$250,000

On request of the Fire Chief, Chief Information Officer, Police Chief and Director of Public Works

ARTICLE P18	CAPITAL PROJECTS FROM WATER AND SEWER ENTERPRISE FUNDS
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To see if the Town will vote to raise by taxation, borrowing, transfer from available funds or by any combination thereof and appropriate the sum of \$6,500,000 to pay costs of purchasing capital equipment, making infrastructure improvements, and purchasing services and materials related to making capital improvements, as more particularly described below, including the payment of any other costs incidental and related thereto, or take any other action related thereto.

CIP #	Project	Amount	Statutory Citation
DPW-12	Water & Sewer Vehicles (Water Enterprise Reserves)	\$350,000	N/A
DPW-14	Water Main Replacement Projects (Water Enterprise Borrowing)	\$6,000,000	Ch 44 Sec 8 (5)
DPW-34	Dale Street Pumping Station (Sewer Enterprise Reserves)	\$150,000	N/A

On request of the Director of Public Works

ARTICLE P19	OTHER POST EMPLOYMENT BENEFITS FUND
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To see if the Town will vote to take the following actions:

- 1) Pursuant to G.L. Chapter 32B, Section 20 (d), to designate the town treasurer as the trustee of the Other Post Employment Benefits Fund, who shall have general supervision of the management, investment and reinvestment of the Other Post Employment Benefits Fund, and to authorize the trustee to employ reputable and knowledgeable investment consultants to assist in determining appropriate investments and to pay for those services from the fund;
- 2) To authorize the trustee to appoint a volunteer advisory committee who may make recommendations to the trustee regarding the management, investment and reinvestment of the Other Post Employment Benefits Fund; and
- 3) Pursuant to G.L. Chapter 32B, Section 20(g), to authorize investment or reinvestment of the Other Post Employment Benefits Fund under the prudent investor rule established in G.L. Chapter 203C, or take any other action related thereto.

On the request of the Finance Director

ARTICLE P20	LAND ACQUISITION
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To see if the Town will vote to appropriate the sum of \$413,000.00 for the acquisition of land, such land being described as follows: The land known as 138A Chandler Road described in a Deed recorded in Book 16981 Page 126 in Essex North Registry of Deeds and shown as Lot 1 on a Plan of Land entitled "Plan of Land 138 Chandler Road Andover, MA 01810, JM Associates, 325 Main Street, N. Reading, MA 01864, John F. McQuilkin, Professional Land Surveyor," dated March 12, 2020, and said plan being recorded in Essex North Registry of Deeds as Plan Number 18061, which Plan is on file with the Town Clerk, containing 78,064 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 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 and to determine whether the amount appropriated by the Town under this Article shall be

raised by taxation, transfer from available funds, borrowing, or otherwise provided, or to take any other action related thereto.

On request of the Town Manager

ARTICLE P21	ZONING BYLAW RECODIFICATION
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To see if the Town will vote to amend and recodify the Zoning Bylaw Article VIII by making the following changes:

1. Delete, in their entirety, the following provisions of the existing Zoning Bylaw:

- Section 1.0 Purpose and Authority
- Section 2.0 Districts
- Section 3.0 Use Regulations
- Section 4.0 Dimensional Requirements
- Section 5.0 General Regulations
- Section 6.0 Special Regulations
- Section 7.0 Special Residential Regulations
- Section 8.0 Special District Regulations
- Section 9.0 Administration and Procedures
- Section 10.0 Definitions

2. Substituting the following provisions and their subparts in the zoning article on file in the office of the Town Clerk and Community Development & Planning:

- Section 1.0 Purpose and Authority
- Section 2.0 Districts
- Section 3.0 Use Regulations
- Section 4.0 Dimensional Requirements
- Section 5.0 General Regulations
- Section 6.0 Special Regulations
- Section 7.0 Special Residential Regulations
- Section 8.0 Special District Regulations
- Section 9.0 Administration and Procedures
- Section 10.0 Definitions

The recodification of the Zoning Bylaw is a reorganization and renumbering of the current bylaw, with some deletions in order to address: • Structure and organization • Clarity • Conflicts and inconsistencies • Obsolete and/or missing terms and language • Conformance with State statutes and current case law • Administrative issues, or take any other action on this matter.

On the request of the Planning Board

ARTICLE P22	STREET ACCEPTANCE – MONARCH LANE
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To see if the Town will vote to accept and name as a public way any or all of the following street: Monarch Lane as further described below, and to accept deeds to the streets and all related easements:

Monarch Lane, as shown on a plan approved by the Andover Planning Board entitled “DEFINITIVE SUBDIVISION (FORM C) SPECIAL PERMIT FOR CLUSTER DEVELOPMENT & EARTH MOVEMENT PLAN FOR MONARCH WOODS ANDOVER, MASS’ dated August 30, 2016 last revised August 8, 2017, sheet 4 of 15 (Recordable sheet 1 of 1) being recorded in the Essex North District Registry of Deeds as Plan Number 17784 and further shown as Lot 130 on Land Court Plans filed as Plan Number 10362N; or take any other action related thereto.

On request of the Select Board

ARTICLE P23	PUBLIC SAFETY MULTI-BAND PORTABLE RADIOS
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To see if the Town will amend the action taken under Article 23 of the June 5, 2021 Annual Town Meeting which, in part, appropriated \$200,000 for CIP# FR-4 Public Safety Bi-Directional Amplifier System, to instead appropriate that \$200,000 to the purchase of Public Safety Multi-Band Portable Radios, including the payment of costs incidental or related thereto, or take any other action related thereto.

On request of the Fire Chief

ARTICLE P24	TAX INCREMENT FINANCING (TIF) PLACEHOLDER
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To see if the Town will vote to (i) approve a Tax Increment Financing Agreement (hereafter known as the TIF Agreement) with **xxx** for **xxx**, shown on Andover Assessors Map **xxx** as Parcel **xxx**, in substantially similar form to the TIF Agreement on file with the Andover Town Clerk, which TIF Agreement provides for real estate tax exemptions at the exemption rate schedules set forth therein, and (ii) approve an Economic Development Incentive Program (“EDIP”) Local Incentive Only Application submission to the Massachusetts Economic Assistance Coordinating Council (the “EACC”), and (iii) authorize the Select Board to execute the TIF Agreement in substantially the same form as on file with the Andover Town Clerk and any documents related thereto, to take any such action as is necessary to obtain approval of the Local Incentive Only Application submission, and to implement the TIF Agreement. The TIF Agreement shall provide that the Town shall provide for an exemption of property taxes or a percentage thereof based on the incremental increase in property value in assessed valuation of the property for a period of not less than five years or more than twenty years in accordance with the requirements of the Massachusetts General Laws Chapter 40, Section 59; Chapter 23A, Section 3E and 3F; and the applicable regulations thereunder. In return for such tax benefits, in accordance with the TIF Agreement, **xxx** shall ensure at the above property the location and expansion of uses which increase job creation, provide higher property values, and retain or expand economic development in the Town and in the Commonwealth; or take any other action relates thereto.

On request of the Town Manager

ARTICLE P25	DISCONTINUANCE OF PORTION OF LEWIS STREET
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To see if the Town will vote to transfer the care, custody, management and control of a portion of Lewis Street to be discontinued, which land is shown as Portion of Lewis Street to be Discontinued ## S.F. +/-“ on Plan of Land entitled “Discontinuance Plan, Portion of Lewis Street, Andover, Mass. Prepared for the Town of Andover, Date: ###, Scale ###” prepared by Andover Consultants, Inc., 1 East River Place, Methuen, Mass. 01844, “containing ## , a copy of which Plan is on file with the Office of the Town Clerk, from the Select Board for the purposes for which such land are currently held to the Select Board for the purposes of sale of said land, to declare said land available for sale and to authorize the Select Board to sell said land, according to the provisions of Massachusetts General Laws Chapter 30B, upon such final terms and conditions as the Select Board deems to be in the best interests of the Town, and further that the Select Board approve any restrictions, including restrictions on use, that are in the best interests of the Town, or take any other action related thereto.

On request of the Town Manager

ARTICLE P26	ABANDONMENT OF PORTION OF LEWIS STREET
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To see if the Town will vote to discontinue as a public way that portion of Lewis Street which is described as follows: The area shown as “Portion of Lewis Street to be Discontinued ## S.F.+/-” on Plan of Land entitled “Discontinuance Plan, Portion of Lewis Street, Andover, Mass. Prepared for: Town of Andover, Date: ##, Scale ###, Andover Consultants, Inc., 1 East River Place, Methuen, Mass., 01844,” a copy of which Plan is on file in the Office of the Town Clerk, or take any other action related thereto.

On request of the Town Manager

ARTICLE P27	PENSION OBLIGATION BOND STABILIZATION FUND TRANSFER
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To see if the Town will vote to appropriate and raise from taxation or transfer from available funds a sum of money to the Pension Stabilization Fund in accordance with MGL Chapter 40, Section 5B, as amended by Chapter 46, Sections 14 and 50 of the Acts of 2003, or take any action related thereto.

On request of the Town Manager

ARTICLE P28	SHAWSHEEN RIVER INTERCEPTOR IMPROVEMENTS
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To see if the Town will vote to appropriate the sum of \$X,XXX,XXX by repurposing funds remaining from the following articles: Article 31 of the 2008 Annual Town Meeting

(\$2,388,691.71), and various other articles (Placeholder for other funding sources) or take any other action related thereto.

On request of the Director of Public Works

ARTICLE P29	RETIREE COST OF LIVING ADJUSTMENT MAXIMUM BASE
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To see if the Town will authorize the Contributory Retirement Board to increase the maximum base on which the cost-of-living increase is calculated for retirees and beneficiaries of the Andover Contributory Retirement System by \$1,000 each July 1st for the next two years resulting in a base change from \$13,000 effective July 1, 2022 and from \$14,000 effective July 1, 2023.

On petition of Kevin Connors and others

ARTICLE P30	STREAM GAGE SYSTEM ON THE SHAWSHEEN RIVER
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To see if the Town will appropriate from free cash the sum of \$ 75,000 for the purpose of operating and maintaining a Streamgage Station on the Shawsheen River in the vicinity of Balmoral Street and further to authorize the Town manager to enter into an agreement for the same with the United States Geologic Survey.

On petition of John Mahoney and others

ARTICLE P31	FUNDING TO REPAIR HACIENDA WAY FOR STREET ACCEPTANCE
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To see if the Town will vote to authorize the Select Board of Andover to acquire by eminent domain, gift, purchase, or otherwise, any fee, easement or other interest in the land known as Hacienda Way as shown on a plan entitled Subdivision & Acceptance Plan pleasant Street Estates Andover, Mass, April, 1973 Approved 6/18/73 and recorded with the Essex North Registry of Deeds, Plan 7035 and on file in the Office of the Town Clerk, and as constructed, and to award no damages for said taking or payment for said acquisition, and to appropriate and raise by taxation, transfer or available funds or borrowing or any combination thereto a sum of \$110,000 for required engineering services, legal services, repairs and improvements to Hacienda Way and expenses incidental thereto, or take any other action related thereto.

On petition of Courtney Famiglietti and others

ARTICLE P32	MANDATING MUNICIPAL EMPLOYEE PARTICIPATION IN ANNUAL REVIEW OF TOWN MANAGER
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To see if the Town will adopt the following:

The Select Board shall annually conduct an independent evaluation of the performance of the Town Manager in regards to their annual goals and her compliance with the Town Values and Mission Statement.

The Select Board shall solicit anonymous performance reviews from every municipal and governmental employee as part of their evaluation criteria.

On petition of Michael Meyers and others

ARTICLE P33	PROHIBITING THE USE OF NON-DISCLOSURE AGREEMENTS (NDA'S)
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To see if the Town will adopt the following:

No municipal or Andover governmental entity (the term governmental entity includes but is not limited to authorities, boards, commissions, committees, departments, divisions, programs and services) shall include or permit the inclusion of a nondisclosure, non-disparagement or other similar clause as a condition of employment or in a settlement agreement between the governmental entity and an employee or student; provided, however, that such a settlement may include, at the request of the employee or student, a provision that prevents the governmental entity from disclosing the individual's identity and all facts that could lead to the discovery of the individual's identity.

On petition of Michael Meyers and others

ARTICLE P34	INSTRUCTIONAL ASSISTANTS SPECIAL ARTICLES GENERAL FUND
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To see if the Town will vote to create a special articles general fund for Instructional Assistants and to transfer from Free Cash a sum of money in the amount of \$500,000 dollars annually from the most recent certified Free Cash balance into this account for the purpose of providing supplemental wages to pay the Instructional Assistants a competitive wage equal to the 75% of the maximum Instructional Assistant compensation for the APS competitive set, or to take any other action relative thereto.

On petition of Michael Meyers and others

ARTICLE P35	MENTAL HEALTH & WELLBEING SPECIAL ARTICLES GENERAL FUND
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To see if the Town will vote to create a special articles general fund for mental health and wellbeing services and to transfer from Free Cash a sum of money in the amount of \$1 million dollars annually from the most recent certified Free Cash balance into this account for the purpose of purchasing services or hiring resources such as mental health clinician, substance abuse program coordinator, social care worker to support Andover families, seniors, veterans, and our children, or take any other action relative thereto.

On petition of Michael Meyers and others

ARTICLE P36	ANNUAL PUBLIC POSTING OF EVERY NO-BID CONTRACT OR AGREEMENT
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To see if the Town will adopt the following:

The Town Manager shall annually and prominently post on the official Andover public website a page entitles “No Bid Contracts.”

The page shall contain the name of all parties and the entire executed contract or agreement for every vendor or entity under agreement without participating in a posted competitive bid process.

On petition of Michael Meyers and others

ARTICLE P37	25 MILES-PER-HOUR SPEED LIMIT
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To see if the Town will vote to accept the provisions of Massachusetts General Laws Chapter 90 § 17C: Establishment of 25-miles-per-hour speed limit in thickly settled areas or business district in a city or town; or take any other action relative thereto.

On petition of Michael Silverman and others

Hereof fail not, and make return of this Warrant with your doings thereon, at the time and place of said meeting.

Given our hands this 14th day of March 2022.

_____)	
Christian Huntress, Chair)	
_____)	
Alexander J. Vispoli, Vice Chair)	SELECT BOARD
_____)	
Ann W. Gilbert, Member, Select Board)	OF
_____)	
Laura M. Gregory, Member, Select Board)	ANDOVER
_____)	
Richard T. Howe, Member, Select Board)	

A true copy
A T T E S T

Ronald Bertheim, Constable

Andover, Massachusetts, _____, 2022

Pursuant to the foregoing Warrant, I, the subscriber, one of the Constables of the Town of Andover, have notified the Inhabitants of said Town to meet at the time and place and for the purposes stated in said Warrant, by posting a true and attested copy of the same on the Town Hall, on each school house, and in no less than five other public places where bills and notices are usually posted and by publication in the *Eagle Tribune*. Said warrants have been posted and published fourteen days.

Ronald Bertheim, Constable

DRAFT

Select Board Meeting
Minutes of Tuesday, February 15, 2022

Virtual Meeting Broadcast on Comcast Channel 22 Verizon Channel 45

I. Call to Order

Chairman Huntress called the Select Board Meeting of February 15, 2022 to order at 7:00 PM.

Members present: Alex Vispoli, Dick Howe, Annie Gilbert, Laura Gregory.

Others in attendance: Town Manager Andrew Flanagan, Deputy Town Manager Michael Lindstrom, Asst. Town Manager Patrick Lawlor, Town Clerk Melissa Ripley, Town Counsel Tom Urbelis, and Tom Carbone, Health Director.

A. Moment of Silence/Pledge of Allegiance

The meeting began with a Moment of Silence followed by the Pledge of Allegiance.

III. Communications/Announcements/Liaison Reports

The Town Manager reported that the recommended budget and financial plan was released on February 4th and can be found on the Town Website. Andrew will be presenting an initial overview of the budget at the Select Board Meeting on February 28th. He also reported that Governor Baker is lifting the masking order effective February 28th at which time they will be asking the Board to lift the mask mandate.

Tom Carbone reported on the number of Covid cases in Andover which have dropped significantly over the past few weeks. The last time we saw the number of cases this low was at the end of October. Approximately 80% of the Town's population have been vaccinated and many have received the booster. There are 60% of eleven-year-old children vaccinated and that number continues to rise. Today, the state came out with revised mask guidance effective February 28th; we are moving away from the emergency environment we have been in for the last two years and towards normalcy.

Questions by the Board:

Would you recommend lifting the mandate for the Town Offices? We are a little concerned about coming back from school vacation and we should be ready to come back to the meeting on February 28th and provide some guidance at that time.

How have the efforts been going to get booster and vaccinations out to where the people are? They held another clinic later in the day last week and are planning to hold a Moderna clinic the first week in March. that will run longer to accommodate people coming home from work. They are also working with Rita Casper to target younger grades and they are working together to bring a pharmacy right to the schools to make it easy for parents to get their children vaccinated. Tom Carbone talked about the use of face masks and that they recommend the N95 masks but any face mask is better than no mask.

If we are anticipating a vote at our next meeting, could we have some feedback from the Library, Senior Center and the Youth Center before the Select Board votes?

Chris Huntress has been in contact with the School Committee Chair to make sure we understand what their concerns are and what their schedule is.

Mike Lindstrom reported that House Bill 2193, which is the Home Rule Petition for the Bald Hill Land swap, was approved by the legislature and signed by Governor Baker on February 3rd. It transfers the control of 126 Tewksbury Street to the Conservation Committee and puts the Bald Hill Compost area in the care and custody of the Town.

Melissa Ripley reported that the Town census has been sent out and it is very important for residents to complete and return because it affects their voting status as well as the money the Town receives from the state. She also encouraged residents to license their dogs.

Alex Vispoli thanked the Senior Center Team for the copy of their latest newsletter which was full of information on activities. Thank you to Sanborn Elementary School folks for the invitation to read to the 4th grade students on Friday, along with many other Town people.

Annie Gilbert mentioned that the survey sent out by the Town Seal Review Committee is available on the Town Website. She encourages people to take a few minutes to fill out the survey.

Laura Gregory attended the community conversation with Albert Pless, the new Director of DEI earlier this evening and is looking forward to working with him. On Thursday, there is an open-mic night at 7:00 PM celebrating Black History Month with information available on the Andover website. People are encouraged to register on line. You can also access the survey for the Town Seal Survey on the Town Website.

Chris Huntress expects that the Board will be able to have an in-person meeting on February 28th. He also reported that the Investment Committee will be meeting on Thursday, February 17th to discuss the investment strategy and the proceeds from the pension obligation bond; he expects the Board will receive an update on February 28th. The AYS Steering Committee is meeting on Tuesday, March 1st to begin the process of developing the profile for the next Director. Alex Vispoli said spoke with Jon Stumpf, Chair of the Governance Committee about the report they will be presenting to the Board. Chris expects that they will be coming before the Board in March.

IV. Citizens Petitions and Presentations

To provide public comment during Citizens Petitions and Presentations visit:

www.andoverma.gov/JoinSelectBoardMeeting

Joe Albuquerque, 197 Greenwood Road spoke about the Andover ARPA Framework that was approved at the January 24, 2022 Select Board meeting after only two public meetings. In his opinion, there appears to be a lack of transparency and inclusiveness related to the ARPA funds from our Town officials. Towns we often compare ourselves to asked for presentations and input from the public and businesses. Several communities conducted a community survey; we have until 2025 to expend the funds. He was surprised that the Select Board (as water commissioners) did not know about the water main upgrades for Argilla Road for growth in the Dascomb Road and Lowell Junction areas. He is disappointed that the Town Manager decided that only \$250,000 of the \$10.9M in ARPA funds will be allocated for behavioral health services over the next three years.

Mr. Huntress said that although he disagrees with a some of Mr. Albuquerque's statements, the Board strongly supports and sympathizes with our businesses and residents. Comments are duly noted and will take them in consideration.

Stacey Albuquerque, 197 Greenwood Road, asked the Select Board to reopen discussions on the ARPA Funding framework and disagrees with the Town Manager's decision to use 86% of the funds for capital expenses. As the CEO of the Town, she hopes Mr. Flanagan would be more inclusive and sensitive to the needs of the community to provide more funds for economic and mental health support, affordable housing, and small business assistance. With regard to the two large capital expenditures, why not apply the \$4M for water replacement to address a larger area of residences and businesses who suffer from brown water and lead.

The Landfill project has been going on since 1973. She feels there are better uses for the ARPA funds than to use \$2.5M for this project that would benefit the public as a whole. The Town has spent \$13M towards this project and the landfill project is not close to shovel-ready, the Town has yet to receive construction easements for residents located next to the landfill. There is no Federal mandate to cap the landfill, as long as we are progressing the DEP is satisfied. ARPA Funds is a checkbook for the residents, there needs to be more transparency on how to spend these funds.

The Town Manager said that in regard to the needs of the community, 100% of the requests of the actual service providers in our community were included in the final plan. The service providers spoke to those who are being served and those who have been most impacted by the pandemic and they believe they have put sufficient funds within the plan to address those needs. The Economic Development funds put aside were consistent with the direct communications that Ann Ormond had with actual businesses and what would be of the greatest benefit to them. The Argilla Road water main is the source of a large percentage of our discolored water. Reducing our tax rate in Andover is the number one priority of residents and there's no greater way to control the rate of increase than by expanding the tax base in the commercial land industrial areas. You have to make an investment to attract companies. We did not do a survey, we took a deeper dive than that, and addressed the most acute needs of the community that will have long-term lasting affects for the residents in Andover. They are working on the final steps of the landfill and it is ready to go.

Karen Kim, 98 Burnham Road, read prepared notes about being uncomfortable with the Town spending \$1.5M on renovations to the Town Offices and not spending enough to help people who need help with rent, mortgage and utility aid. The schools suffered a lot of strain during the pandemic and while APS has applied for an ESSER III Grant, will that be enough? Could some of the ARPA funds be invested to help the school system with student mental health issues, vs spending on capital expenditures.

Roland Kim, 98 Burnham Road is questioning the percentage of how the ARPA monies budgeted differ from how he would think of the empathy and understanding for the businesses and residents; it leans more towards municipal projects for the Town. The

needs of the residents and small businesses should not be a supplement to the Town budget. The intent does not align with how the budget is laid out.

Mike Meyers, 416 South Main Street, asked what the process is for the Town Committees transferring from a virtual meeting to in-person meetings. Mr. Huntress said the Board expects to be back to in-person meetings starting on Feb 28th.

V. Regular Business

A. 2022 Annual Town Election Warrant

Melissa Ripley reported on the Town Election of March 22, 2022 and the openings which include the Town Moderator, two School Committee members for 3-years, and two Select Board openings for 3-years, and one Trustee of the Punchard Free School for 3-years, and one Trustee of Punchard Free School for 1-year. The Polling locations will remain as is. Every registered voter in the Town of Andover will receive a postcard confirming what their new precinct is and the address for the polling location. Please contact the Town Clerk's office for an absentee ballot. Early voting is not an option for local elections and Mail-in ballots are for state elections only.

Annie Gilbert moved to approve the March 22, 2022 Town Election Warrant as printed with printed postcards being mailed in later February 2022, to inform the residents of any potential changes to their polling location or precinct. Motion seconded by Laura Gregory. Roll call: A. Vispoli-Y, A. Gilbert-Y, D. Howe-Y, L. Gregory-Y, C. Huntress-Y. Motion passes 5-0 to approve.

B. [Excess Levy Capacity Policy Framework](#)

The Town Manager presented the Framework for the Excess Levy Capacity. He noted that we have a significant excess capacity this year as a result of the Pension Obligation Plan. The Town Manager's presentation includes information on the mechanics of the proposal (see attached). Excess levy capacity mitigates the impact of property taxes and may be used to offset cost of major projects or reasonable requests. Funds may not be released without the approval of the Select Board and the Finance Committee. The Town Manager will draft a policy to codify how they have been approaching excess levy capacity, there is a framework in place that stipulates potential use.

Anything that meets the criteria would have to have the vote of both boards (Select Board and Finance Committee) and go to Town Meeting for approval of the appropriation. There would be a clear process in place. This policy will require the Town Manager and Select Board to think about future projects and how those projects could dovetail with these funds. They will look at major capital projects and what the impacts of funding those would be and how using excess levy capacity could mitigate the costs.

Members of the Select Board had several questions regarding the policy framework, so the Chair tabled the vote to their next meeting on February 28th.

VI. Consent Agenda

A. Appointments by the Town Manager

Alex Vispoli moved to approve the appointments by the Town Manager as listed. Motion seconded by Annie Gilbert. Roll call: D. Howe-Y, A. Gilbert-Y, A. Vispoli-Y, L. Gregory-Y, C. Huntress-Y. Motion passes 5-0 to approve.

Department	Name	Position	Rate/Term	Date of Hire
Memorial Hall Library	Liana DiPasquale <i>(Susan Buckley)</i>	Library Assistant	\$27.13/hr	3/09/2022
Memorial Hall Library	Charlene Clark <i>(Ann McGrath)</i>	Library Aide	\$14.25/hr	2/08/2022
Memorial Hall Library	Jacob Murphy <i>(Arianne Schwartz Slauenwhite)</i>	Library Aide	\$14.25/hr	2/08/2022
Community Services – Youth Services	Stephen Lisauskas	Seasonal	\$25.00/hr	3/01/2022
Community Services – Youth Services	Robert Alexander	Seasonal	\$25.00/hr	3/14/2022
Community Services – Youth Services	Victoria Rousseau	Seasonal	\$21.00/hr	2/08/2022
Community Services – Youth Services	Isabelle Wild	Seasonal	\$20.00/hr	3/01/2022
Community Services – Youth Services	Abigail Spewock	Seasonal	\$15.00/hr	3/01/2022
Community Services – Recreation	Kathleen Schardin	Kid Care Group Leader 2	\$18.00/hr	2/28/2022
Community Services – Recreation	Molly Whelan	Kid Care Assistant Group Leader	\$15.00/hr	2/08/2022
Community Services – Recreation	Ainsley Napolitano	Kid Care Assistant Group Leader 1	\$14.25/hr	2/07/2022
Community Services – Recreation	Osborne Macy	Kid Care Assistant Group Leader 1	\$14.25/hr	2/07/2022

VII. Approval of Minutes

A. Board to approve minutes from the following meetings:

Alex Vispoli moved to approve the following Select Board Minutes:

November 15, 2021 and November 29, 2021 Regular Sessions

December 8, 2021 TriBoard

December 13, 2021 Regular Session and December 13, 2021 – Goals Workshop

January 5, 2022, January 12, 2022, and January 24, 2022 Regular Sessions

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

VIII. Executive Session

Annie Gilbert moved that the Board vote to go into Executive Session pursuant to option 3) to discuss strategy with respect to collective bargaining for the America Federation of State, County and Municipal Employees State Council 93 Local 1704 AFL-CIO, Andover Independent Employees Association, Andover Police Patrolman's Union Massachusetts Coalition of Police Local 477, Andover Police Superior Officers Association NEBPA Local 99, Andover Public Safety Communicators NEBPA Local 109 and International Association of Firefighters Local 1658 AFL-CIO, 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 that an open session may have a detrimental effect on the negotiating position of the Town. Motion seconded by Alex Vispoli. Roll call: A. Gilbert-Y, A. Vispoli-Y, D. Howe-Y, L. Gregory-Y, C. Huntress-Y.
Motion passes 5-0.

IX. Adjourn

At 8:26 PM the Board voted to adjourn from Open Session and move 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 Verizon Channel 45 and Comcast Channel 22

Members of the public who wish to participate in the meeting can do so by emailing manager@andoverma.us or by calling (978) 623-8311. 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.

Motion for Meeting Minutes

I move to approve the meeting minutes of February 15, 2022 as submitted.

Motion to Enter Executive Session

I move to go into Executive Session pursuant to Purpose 3 for confidential communication with Town Counsel to discuss strategy with respect to litigation filed by William Fahey, and to vote to approve and not to release Executive Session Minutes of November 29, 2021, December 13, 2021, January 5, 2022, January 12, 2022, and February 15, 2022 and February 28, 2022, and not to reconvene in Open Session, and that the Chair declare that an open session may have a detrimental effect on the litigation position of the Town.



TOWN OF ANDOVER *Finance & Budget*

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

36 Bartlet 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

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

Date: March 11, 2022

Re: ***FY 2022 Financials***

The attached reports summarize the Town's financial position through January 31, 2022.
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.

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 January 31, 2022.

General Fund

The total general fund receipts of all sources collected through January 31, 2022 are greater than annual projections through the first seven months of the year. FY2022 local receipts are approximately \$928,000 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, and a large school Medicaid payment. Off-set receipts collections also exceed projections and are approximately \$259,000 greater than collections through the same period of time last fiscal year, mainly due to activity in the recreation department where more programs were offered as compared to last year with COVID-19 limitations.

General fund personal services are lower and other expenditures are in line with FY 2022 projections through January 31, 2022. The school encumbers most of their projected salaries at the beginning of the fiscal year and adjusts 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. The technical schools' appropriation came in higher than estimated and the deficit is expected to be covered with free cash approved at Town Meeting.

Water Enterprise Fund

The total water enterprise fund collections are in line with the annual projections through January 31, 2022. The user charges receipts are approximately \$1.4 million 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 in line with FY 2022 projections through January 31, 2022.

Sewer Enterprise Fund

The total sewer enterprise fund collections are lower than annual projections through January 31, 2022 with user charges being approximately \$557,000 less than prior year receipts through the same period. The lower collections are correlated with the lower water collections. Sewer personal services are in line with and other expenses are greater than the FY 2022 projections through January 31, 2022. The greater expenditures are due to a significant sewer main repair which was not budgeted.

Reserve Fund

Town Meeting approved a reserve fund balance of \$200,000. This money has not been used through January 2022.

Compensation Fund

Town Meeting approved a compensation fund balance of \$155,326. This money has not been used through January 2022.

Revolving Accounts

Town Meeting voted to approve 16 revolving funds with a total spending limit of \$2,240,000.

Capital Projects

These projects are part of the Town's capital improvement plan voted at Town Meeting from taxation. There is a balance of \$2,969,871 available for the most recent seven years of approved projects.

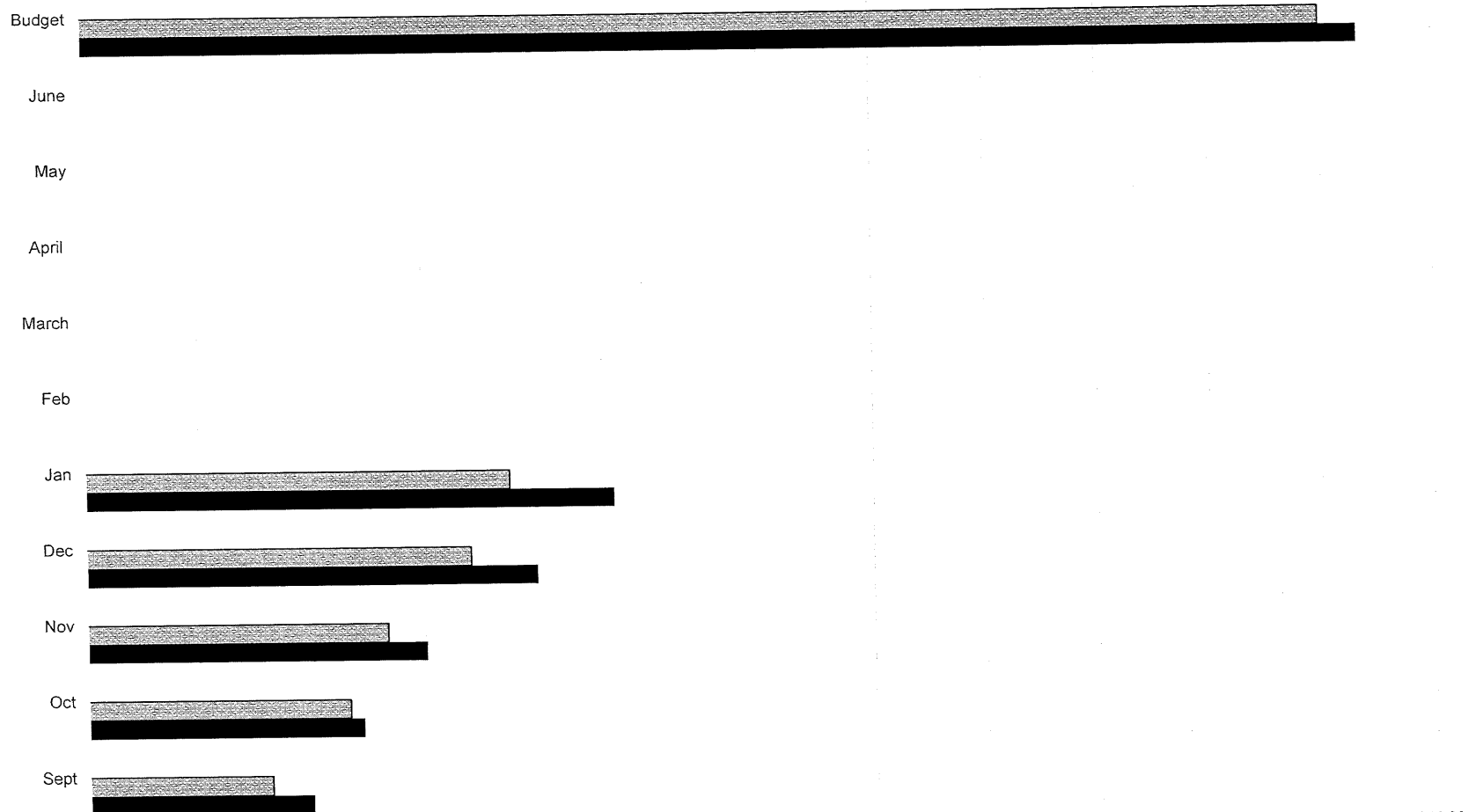
Town of Andover
FY 2022 General Fund Year-To-Date Revenue Report
Budgeted vs. Actuals 1/31/2022 and 1/31/2021

	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	750,997	13.4%	5,445,856	847,960	15.6%	150,019	(96,964)
Hotel/Motel/Meals	1,475,000	1,239,237	84.0%	1,064,009	605,569	56.9%	410,991	633,668
Penalties and Interest on Taxes and Excises	480,000	368,807	76.8%	480,000	276,758	57.7%	-	92,050
Fees	61,000	101,777	166.8%	61,000	28,900	47.4%	-	72,877
Payments in Lieu of Taxes	440,713	2,016	0.5%	430,000	-	0.0%	10,713	2,016
Other Departmental Revenues	300,000	127,116	42.4%	300,000	175,292	58.4%	-	(48,176)
Other Departmental Revenues - School Medicare	200,000	418,036	209.0%	180,000	111,685	62.0%	20,000	306,351
Licenses and Permits	2,354,000	1,511,437	64.2%	2,408,496	1,454,107	60.4%	(54,496)	57,330
Fines & Forfeits	227,000	81,237	35.8%	227,000	95,222	41.9%	-	(13,985)
Investment Income	200,000	94,537	47.3%	395,918	171,716	43.4%	(195,918)	(77,179)
Special Assessments	-	90	N/A	-	533	N/A	-	(444)
Total Estimated Receipts	11,333,588	4,695,288	41.4%	10,992,279	3,767,743	34.3%	341,309	927,546

	FY 22 Budgeted	FY 22 YTD	%	FY 21 Budgeted	FY 21 YTD	%	Change in	Change in
Off-Set Receipts	Receipts	Revenues	Collected	Receipts	Revenues	Collected	Budgets	YTD Receipts
Recreation	393,510	341,223	86.7%	593,510	158,535	26.7%	(200,000)	182,689
Elder Services	106,000	74,386	70.2%	106,000	61,429	58.0%	-	12,956
Public Facilities - Rental Receipts	20,000	53,056	265.3%	80,000	13,433	16.8%	(60,000)	39,624
Cemetery - Interment Fees	60,000	38,010	63.4%	60,000	38,191	63.7%	-	(181)
Public Safety - Police Detail Fees	60,000	53,644	89.4%	90,000	28,973	32.2%	(30,000)	24,671
Public Safety / Fire - Ambulance Receipts	1,250,000	784,120	62.7%	1,350,000	784,676	58.1%	(100,000)	(556)
Total Off-Set Receipts	1,889,510	1,344,439	71.2%	2,279,510	1,085,237	47.6%	(390,000)	259,203

	FY 22 Budgeted	FY 22 YTD	%	FY 21 Budgeted	FY 21 YTD	%	Change in	Change in
Other Revenues	Receipts	Revenues	Collected	Receipts	Revenues	Collected	Budgets	YTD Receipts
Property Taxes (inc. Tax Titles)	165,459,877	116,789,545	70.6%	159,488,649	111,748,255	70.1%	5,971,228	5,041,290
State Aid	14,178,409	8,379,066	59.1%	13,939,807	8,098,498	58.1%	238,602	280,568
Total Other Revenues	179,638,286	125,168,611	69.7%	173,428,456	119,846,753	69.1%	6,209,830	5,321,858
Total Revenues	192,861,384	131,208,338	68.0%	186,700,245	124,699,732	66.8%	6,161,139	6,508,606

Town of Andover Local Receipts FY 2022 and FY 2021



	0	\$1 M	\$2 M	\$3 M	\$4 M	\$5 M	\$6 M	\$7 M	\$8 M	\$9 M	\$10 M	\$11 M	\$12 M
		Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	Budget	
■ FY 2021 % of Budget		14.8%	21.1%	24.3%	31.1%	34.3%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%	100.0%
■ FY 2022 % of Budget		17.6%	21.6%	26.6%	35.3%	41.4%	0.0%	0.0%	0.0%	0.0%	0.0%		
■ FY 2021 Receipts		\$1,628,383	\$2,323,802	\$2,669,886	\$3,417,591	\$3,767,743							\$10,992,279
■ FY 2022 Receipts		\$1,989,405	\$2,444,067	\$3,015,542	\$4,004,836	\$4,695,288							\$11,333,588

Town of Andover
FY 2022 Year-To-Date Budget Report
Personal Services and Other Expenditures thru 1/31/2022

	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	3,988,110	-	3,291,910	54.8%	54.8%
Community Services	1,819,521	-	1,819,521	1,116,500	-	703,021	61.4%	61.4%
Public Facilities	2,508,336	-	2,508,336	1,456,653	-	1,051,683	58.1%	58.1%
Public Safety - Fire	8,628,347	32,813	8,661,160	5,107,114	-	3,554,046	59.0%	59.0%
Public Safety - Police	8,090,689	32,178	8,122,867	4,607,582	-	3,515,285	56.7%	56.7%
Public Works	3,814,578	-	3,814,578	2,203,719	-	1,610,859	57.8%	57.8%
Library	2,321,710	-	2,321,710	1,248,139	-	1,073,571	53.8%	53.8%
School	75,617,287	-	75,617,287	34,583,513	40,719,051	314,723	99.6%	45.7%
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	54,311,330	40,719,051	15,270,424	86.2%	49.2%
Water Enterprise	2,338,139	-	2,338,139	1,275,813	-	1,062,326	54.6%	54.6%
Sewer Enterprise	355,912	-	355,912	183,915	-	171,997	51.7%	51.7%
Total Personal Services - Enterprise Funds	2,694,051	-	2,694,051	1,459,728	-	1,234,323	54.2%	54.2%
Other Expenses								
General Government	2,233,879	216,881	2,450,760	1,480,198	317,364	653,199	73.3%	60.4%
Community Services	605,675	103,285	708,960	271,711	183,759	253,491	64.2%	38.3%
Public Facilities	1,325,450	247,628	1,573,078	878,836	461,797	232,445	85.2%	55.9%
Public Safety - Fire	571,550	81,058	652,608	375,980	118,449	158,179	75.8%	57.6%
Public Safety - Police	1,019,300	149,034	1,168,334	573,796	293,267	301,272	74.2%	49.1%
Public Works	5,921,832	893,969	6,815,801	3,148,542	2,171,071	1,496,187	78.0%	46.2%
Library	660,687	15,053	675,740	386,874	160,163	128,703	81.0%	57.3%
School	16,976,165	686,223	17,662,388	8,877,814	8,894,795	(110,221)	100.6%	50.3%
Technical Schools	800,000	-	800,000	420,753	422,105	(42,858)	105.4%	52.6%
Debt Service	11,057,553	-	11,057,553	8,369,173	-	2,688,380	75.7%	75.7%
Insurance	1,240,000	18,911	1,258,911	1,190,503	15,329	53,079	95.8%	94.6%
Health Insurance	23,147,462	-	23,147,462	7,217,474	-	15,929,988	31.2%	31.2%
Unemployment	160,000	-	160,000	47,206	2,050	110,744	30.8%	29.5%
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	-	-	100.0%	100.0%
Total Other Expenses - General Fund	80,512,969	2,412,042	82,925,011	47,832,274	13,040,148	22,052,588	73.4%	57.7%
Water Enterprise	6,782,728	1,046,651	7,829,379	4,611,056	1,713,498	1,504,825	80.8%	58.9%
Sewer Enterprise	4,936,767	346,744	5,283,511	3,833,977	1,385,826	63,709	98.8%	72.6%
Total Other Expenses - Enterprise Funds	11,719,495	1,393,395	13,112,890	8,445,032	3,099,324	1,568,534	88.0%	64.4%
Total - General Fund	190,636,617	2,589,199	193,225,816	102,143,604	53,759,199	37,323,012	80.7%	52.9%
Total - Enterprise Funds	14,413,546	1,393,395	15,806,941	9,904,760	3,099,324	2,802,857	82.3%	62.7%

Town of Andover
FY 2022 Reserve Account and Compensation Fund
As of 1/31/22

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 1/31/22

	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	Student Technology Rental Acct 4260
Balance thru 6/30/2020	16,599	14,082	26,344	227,426	199,511	68,107	129,857	39,289	28,080	23,927	58,090	0	23,942	92,715	2,719	15,210
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	18,850
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	20,884
Balance thru 6/30/2021	21,250	14,507	-688	397,353	329,733	108,905	133,721	46,715	29,218	14,497	76,288	0	681	119,994	3,279	13,176
Receipts thru 1/31/2022	18,005	2,438	38,148	895,727	84,689	37,475	48,206	4,035	10,344	5,420	10,244	0	0	50,500	0	15,080
Expenditures thru 1/31/2022	13,112	71	28,188	643,930	94,048	16,141	42,574	0	0	1,336	3,920	0	0	4,165	0	20,624
Balance thru 1/31/2022	26,143	16,874	9,272	649,150	320,374	130,238	139,353	50,750	39,561	18,581	82,612	0	681	166,329	3,279	7,633

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	\$200,000
Y-T-D % Spent	65.56%	0.35%	46.98%	85.86%	23.51%	10.76%	18.92%	0.00%	0.00%	2.23%	9.80%	0.00%	0.00%	4.17%	0.00%	10.31%

**Town of Andover
Capital Projects
1/31/2022**

	<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	1,119,821	1,489,626	1,036,129	942,882	751,371	279,703	
Encumbered	-	-	-	410	46,664	253,442	318,866	
Total School CIP	Available	179	6,017	3,461	22,054	145,188	586,431	763,330
Budget	112,000	222,000	579,018	487,000	1,044,098	902,108	137,000	
Expended	77,000	191,142	553,143	396,617	682,752	526,487	-	
Encumbered	-	-	9,300	9,950	30,128	275,621	-	
Total General Government CIP	Available	35,000	30,858	16,575	80,433	331,218	137,000	731,085
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	-	-	-	4,075	-	
Encumbered	-	-	-	-	-	10,925	-	
Total Library CIP	Available	-	-	-	10,000	35,000	-	45,000
Budget	590,000	623,000	800,000	946,000	1,303,000	468,000	1,180,000	
Expended	590,000	623,000	779,446	933,594	1,251,355	273,531	237,486	
Encumbered	-	-	1,355	10,672	34,951	32,755	206,188	
Total Facilities CIP	Available	-	19,199	1,734	16,694	161,714	736,326	935,667
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	166,672	41,700	
Encumbered	-	-	-	-	-	13,711	-	
Total Police CIP	Available	-	100	918	-	14,617	213,300	228,935
Budget	50,000	20,000	63,500	214,000	-	96,000	88,000	
Expended	37,332	20,000	61,352	201,715	-	96,000	77,383	
Encumbered	-	-	-	-	-	-	-	
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	254,895	363,644	323,147	377,246	-	-	
Encumbered	5,838	20,475	5,223	4,312	22,662	-	-	
Total DPW CIP	Available	9,631	46,132	541	93	-	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	1,359,037	2,079,587	2,104,232	2,506,352	1,066,765	356,569	
Encumbered	5,838	20,475	15,878	24,934	87,740	333,012	206,188	
Total Town CIP	Available	50,796	40,489	87,767	95,911	358,006	1,262,242	2,206,541
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	2,478,858	3,569,212	3,140,361	3,449,235	1,818,136	636,272	
Encumbered	5,838	20,475	15,878	25,344	134,404	586,453	525,054	
Grand Total	Available	50,796	40,667	93,784	99,372	380,060	1,848,673	2,969,871