



Select Board Meeting – Amended 06/25/2025

Thursday, June 26, 2025 7:00 PM

Ballardvale Fire Station

161 Andover Street, Andover, MA 01810

-
- I. Call to Order – 7:00 P.M.
 - II. Opening Ceremonies
 - A. Moment of Silence/Pledge of Allegiance
 - III. Town Manager Report
 - IV. Communications/Announcements/Liaison Reports
 - A. Recognition of Lafayette’s Return to Andover
 - V. Public Comment
 - VI. Public Hearings
 - A. Alcoholic Beverages License –The Andover Wine Merchant, LLC

Board to review and consider voting to approve the application of The Andover Wine Merchant, LLC, DBA The Andover Wine Merchant, for a change of license category from a Wine & Malt Retail Package Store to an All-Alcoholic Beverages Retail Package Store at 63 Park Street, Unit 6, Andover, MA.
 - VII. Regular Business
 - A. Update on Implementation of Automated Trash and Recycling Pickup

Town Manager and Director of Public Works to provide an update on the implementation and potential recommendations for program modifications.
 - B. Farmers Market Permit

Board to discuss and consider voting to approve an application from Marble Ridge Winery, located at 11 Marbleridge Road, North Andover, for a Farmer’s Market Permit for the Andover’s Farmers Market at The Park every Saturday from June 28th through October 18th.
 - C. The Sidney Mae Olson Rainbow Fund

Board to consider voting to approve a donation of \$10,000 from the Rainbow Fund for a feasibility study and conceptual design services for a youth mountain biking pump track at Rec Park.
 - D. Purchase and Sale Agreement for 92 Tewksbury Street

Board to authorize the Town Manager to sign the Purchase and Sale Agreements for the purchase of the properties at 92 Tewksbury Street.
 - E. End of Year Transfers and Revolving Fund Limits

Board to vote end of year transfers and revolving fund expenditure limits for FY2025.
 - F. Select Board Policy Updates

Revise the Finance/Investments and Water & Sewer Policies and prioritize which policies to review next.

RECEIVED
TOWN CLERK'S OFFICE
2025 JUN 25 PM 4: 22
TOWN OF ANDOVER, MASS

G. Schedule for FY2026 Goal Development, Town Manager Review and Long-Range Financial Plan Workshops

Board to review proposed schedule and consider voting to approve.

VII. **Consent Agenda**

A. Appointments by the Town Manager

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

Board/Commission	Name	Position	Start Date	Term Expires
Andover Housing Trust Fund Board of Trustees	Carolyn Finlay	Member	07/01/2025	06/30/2027
Andover Housing Trust Fund Board of Trustees	Walter McGinness	Member	07/01/2025	06/30/2027
Andover Housing Trust Fund Board of Trustees	Linda O'Connell	Member	07/01/2025	06/30/2027
Ballardvale Historic District Commission	Elisabeth Hoehn	Member	07/01/2025	06/30/2026
Ballardvale Historic District Commission	Barbara Mohrman	Alternate Member	07/01/2025	06/30/2028
Ballardvale Historic District Commission	Katherine Robinson	Member	07/01/2025	06/30/2026
Ballardvale Historic District Commission	Mark Rogers	Member	07/01/2025	06/30/2026
Ballardvale Historic District Commission	Alexis Winnell	Member	07/01/2025	06/30/2028
Central Street Historic District Commission	Lisa Dore	Member	Pending AG approval of bylaw	06/30/2028
Central Street Historic District Commission	Michael Hendrickson	Member	Pending AG approval of bylaw	06/30/2026
Central Street Historic District Commission	Barbara Mohrman	Member	Pending AG approval of bylaw	06/30/2027
Central Street Historic District Commission	Matthew Olsen	Member	Pending AG approval of bylaw	06/30/2026
Central Street Historic District Commission	Katherine Robinson	Member	Pending AG approval of bylaw	06/30/2028
Central Street Historic District Commission	Mark Rogers	Member	Pending AG approval of bylaw	06/30/2028
Central Street Historic District Commission	James Sousa	Member	Pending AG approval of bylaw	06/30/2027
Commission on Diversity, Equity & Inclusion	Lauren Conoscenti	School Committee Liaison	07/01/2025	06/30/2028
Commission on Diversity, Equity & Inclusion	Esme Green	Associate Member	07/01/2025	06/30/2028
Commission on Diversity, Equity & Inclusion	Aquita Winslow	Associate Member	07/01/2025	06/30/2028
Cultural Council	Raveena Girdhari	Member	07/01/2025	06/30/2028
Design Review Board	Eric Daum	Member	07/01/2025	06/30/2028
Permanent Town Building Advisory Committee	Barbara Trachtenberg	Member	07/01/2025	06/30/2028
Permanent Town Building Advisory Committee	Ken Feyl	Member	07/01/2025	06/30/2028
Planning Board	Lelani Foster	Associate Member	07/01/2025	06/30/2028
Preservation Commission	Eric Daum	Member	07/01/2025	06/30/2028

Route 133 Corridor Enhancements Working Group	Claudia Bach	Member	07/01/2025	06/30/2028
Route 133 Corridor Enhancements Working Group	Leslie Frost	Member	07/01/2025	06/30/2028
Route 133 Corridor Enhancements Working Group	Andrew Lewine	Member	07/01/2025	06/30/2028
Route 133 Corridor Enhancements Working Group	Susanna Locke	Member	07/01/2025	06/30/2028
Route 133 Corridor Enhancements Working Group	Matthew Nigrelli	Member	07/01/2025	06/30/2028
Route 133 Corridor Enhancements Working Group	Clint Palmero	Member	07/01/2025	06/30/2028
Route 133 Corridor Enhancements Working Group	Gail Ralston	Member	07/01/2025	06/30/2028
Scholarship Committee	Eric Stubenhaus	Member	07/01/2025	06/30/2028
Trustees of Spring Grove Cemetery	Sandra Dearborn	Member	07/01/2025	06/30/2028

VIII. Approval of Minutes

A. Board to approve minutes from the following meetings:

1. May 27, 2025 Select Board Meeting
2. May 27, 2025 Subcommittee for the Zoning Board of Appeals Meeting
3. June 5, 2025 Subcommittee for the Zoning Board of Appeals Meeting

IX. 2025 Select Board Meetings

A. Board to consider voting to accept the following Select Board Meeting Schedule:

- September 8, 2025
- September 22, 2025
- October 6, 2025
- October 20, 2025
- November 3, 2025
- November 17, 2025
- December 8, 2025

X. Adjourn

Summary of Town Manager Staff Appointments

The Town Manager is pleased to announce the following appointments:

Department	Name	Position	Rate/Term	Date of Hire
Community Services	Lisa Van Campen (Sarah Carroll)	Office Assistant IV	\$80,170.46/year	07/01/2025

If any member of the public wishing to attend this meeting seeks special accommodations in accordance with the Americans with Disabilities Act, please contact Amy Heidebrecht in the Town Manager's Office at 978-623-8213 or by email at amy.heidebrecht@andoverma.us

MEETINGS ARE TELEVISED ON
COMCAST CHANNEL 22 AND VERIZON CHANNEL 45

TOWN OF ANDOVER



PUBLIC HEARING

Notice is hereby given under Chapter 138 of the General Laws, as amended, that The Andover Wine Merchant LLC, d/b/a The Andover Wine Merchant, 63 Park Street, Suite 6, Andover, MA, has applied for a change of category from an Off-Premises Wine and Malt Retail Package Store License to an Off-Premises All-Alcoholic Beverages Retail Package Store License. Michael J. Prout is the designated manager.

The public hearing will be held on Thursday, June 26, 2025, at the Town Offices, 3rd Floor Select Board Conference Room, 36 Bartlet Street Andover, MA at 7:00 p.m. in accordance with the General Laws relating thereto.

By Order of the
Select Board

Austin Simko
Town Clerk

Date of Issue: June 10, 2025



TOWN OF ANDOVER
TOWN CLERK'S OFFICE

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



ALCOHOLIC BEVERAGES LICENSE APPLICATION

BUSINESS/ENTITY NAME:	The Andover Wine Merchant LLC
DBA:	Andover Wine Merchant
PREMISE ADDRESS:	63 Park Street, Suite 6
	Andover MA 01810
MANAGER/CONTACT NAME:	Mike Prout
EMAIL:	Mike@andoverwinermerchant.com
PHONE:	202-360-6440
BUSINESS MAILING ADDRESS: (if different from premise)	
FID/SS#:	

Please select the license transaction for which you are applying below.

Each transaction has an application fee of \$125.00 made payable to TOWN OF ANDOVER.

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

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

Signature: Michael J. Prout Date: May 25, 2025

This license application requires Select Board approval upon prior approval from the Police Department, Fire Department, Health Department, Building Department and Town Treasurer.



TOWN OF ANDOVER

TOWN CLERK'S OFFICE

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

TAX FORM

APPLICANT NAME: The Andover Wine Merchant LLC

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

Signature of Individual or Corporate Name:
(Required for all applicants)

Michael J. Prout

Name of Corporate Officer:
(Required if applicant is a corporation)

Michael J. Prout, LLC Manager

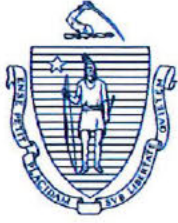
Social Security #:
(Required if applicant is an individual)

Federal Identification Number (FID #):
(Required if applicant is a corporation or non-profit):



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

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



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

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

Applicant Information

Please Print Legibly

Business/Organization

Name: TheAndoverWineMerchant

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

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

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

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

Insurance Company Name: Merchants Mutual Insurance Company

Insurer's Address: Byette Insurance Agency Inc., 743 Main Street

City/State/Zip: Tewksbury, MA 01876

Policy # or Self-ins. Lic. _____ Expiration Date: 9/01/2025

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

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

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

Signature: Michael J. Hunt

Date: May 25, 2025

Phone #: 202-360-6440

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

City or Town: Andover Permit/License # _____

Issuing Authority (circle one):

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

Contact Person: Austin Simko, Town Clerk

Phone #: 978-623-8230



Date Prepared: 08/31/24

DIRECT BILL

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE POLICY

MERCHANTS MUTUAL INSURANCE COMPANY
BUFFALO, NY 14202 NCCI COMPANY NUMBER: [REDACTED]

INFORMATION PAGE

POLICY NUMBER: [REDACTED]	TRANSACTION TYPE: NEW BUSINESS
AGENCY/BROKER: BYETTE INSURANCE AGENCY INC.	RENEWAL OF NUMBER:
AGENT CODE: [REDACTED]	BUSINESS TYPE: LLC
1. THE INSURED MAILING ADDRESS THE ANDOVER WINE MERCHANT LLC 63 PARK STREET SUITE 6 ANDOVER, MA 01810-3663	INTERSTATE/INTRASTATE RISK ID: BOARD FILE NUMBER: FEDERAL EMPLOYER IDENTIFICATION NUMBER: [REDACTED]

OTHER WORKPLACES NOT SHOWN ABOVE: (ADDRESS, CITY, STATE, ZIP CODE)

- 2. POLICY PERIOD is from 09/01/24 to 09/01/25 12:01 AM standard time at the insured's mailing address.
- 3. A. Workers' Compensation Insurance: Part One of the policy applies to the Workers' Compensation Law of the states listed here: MA
- B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A.
The limits of our liability under Part Two are:
 - Bodily Injury by Accident \$500,000 each accident
 - Bodily Injury by Disease \$500,000 policy limit
 - Bodily Injury by Disease \$500,000 each employee
- C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:
- D. This policy includes these endorsements and schedules:



4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premium
-----------------	----------	---	---------------------------------------	-----------------------------

SEE EXTENSION OF INFORMATION PAGE

MINIMUM PREMIUM	\$	201
DEPOSIT PREMIUM	\$	1,202
TOTAL ESTIMATED ANNUAL PREMIUM	\$	1,202

Interim adjustments of premiums shall be made: ANNUAL

Countersigned by:

Authorized representative

Date





MERCHANTS MUTUAL INSURANCE COMPANY

**WORKERS' COMPENSATION
EXTENSION OF INFORMATION PAGE**



THE INSURED MAILING ADDRESS
THE ANDOVER WINE MERCHANT LLC
63 PARK STREET
SUITE 6
ANDOVER, MA 01810-3663

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premium
LOCATION 001 63 PARK STREET SUITE 6 ANDOVER, MA 01810-3663				
STORE:RETAIL NOC		130,800	.6300	824
INCREASED LIMITS EMPLOYERS' LIABILITY			1.0000 %	50
TOTAL ESTIMATED STANDARD PREMIUM				874
MASS DIA		824	.0468	39
EXPENSE CONSTANT				250
TERRORISM RISK INSURANCE ACT - MA			.0300	39
TOTAL ESTIMATED ANNUAL PREMIUM				1,202
MINIMUM PREMIUM	201			
DEPOSIT PREMIUM	1,202			



Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

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



Transaction Processed Successfully.

INVOICE #: [REDACTED]

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	[REDACTED]	\$200.00
		\$200.00

Total Convenience Fee: **\$4.18**

Total Amount Paid: **\$204.18**

Date Paid: **5/25/2025 4:28:17 PM EDT**

Payment On Behalf Of

License Number or Business Name:
[REDACTED]

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
Andover Wine Merchant LLC

Last Name:

Address:
29 Morton Street

City:
Andover

State:
MA

Zip Code:
01810

Email Address:
Mike@andoverwinemerchant.com



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

mass.gov/dor



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



THE ANDOVER WINE MERCHANT, LLC
29 MORTON ST
ANDOVER MA 01810-2037

000022

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, THE ANDOVER WINE MERCHANT, LLC dba:ANDOVER WINE MERCHANT is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

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

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

What if I have questions?

If you have questions, call us at (617) 887-6400, Monday through Friday, 9:00 a.m. to 4:00 p.m.

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

Department of Unemployment Assistance
Commonwealth of Massachusetts
Executive Office of Labor & Workforce Development

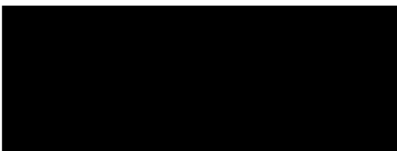


Certificate of Compliance

Date: May 27, 2025



ANDOVER WINE MERCHANT LLC
29 MORTON ST
ANDOVER MA 01810-2037



The Department of Unemployment Assistance certifies that as of 24-May-2025, ANDOVER WINE MERCHANT LLC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L. c. 149, § 189.

This certificate expires on 23-Jun-2025 .

Sincerely,

Katie Dishnica, Director
Department of Unemployment Assistance

Questions?

Revenue Enforcement Unit
Department of Unemployment Assistance
Email us: Revenue.Enforcement@mass.gov
Call us: (617) 626-5750



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

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM

APPLICATION FOR AMENDMENT-Change of License Classification

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

ECRT CODE: RETA

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

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

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

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN

STATE

ZIP CODE

For the following transactions (Check all that apply):

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

THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL

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



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

APPLICATION FOR AMENDMENT-Change of License Classification

Change of Category

(e.g. All Alcohol, Wines and Malt)

- Payment Receipt
- Monetary Transmittal Form
- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Category Application
- Vote of the Entity
- Abutter's Notification*
- Advertisement*

Change of Class

(e.g. Seasonal /Annual)

- Payment Receipt
- Monetary Transmittal Form
- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Classification Application
- Vote of the Entity
- Abutter's Notification*
- Advertisement*

Change of License Type

(\$12 ONLY, e.g. general on premises, tavern, inn, restaurant)

- Payment Receipt
- Monetary Transmittal Form
- Change of License Type Application
- Vote of the Entity
- Advertisement*
- Payment Receipt

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

1. BUSINESS ENTITY INFORMATION

Entity Name	Municipality	ABCC License Number
Andover Wine Merchant	Andover	[REDACTED]

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

Andover Wine Merchant currently holds a Wine/Malt Beverage retail license for the past --year. Now pursuing change to All Alcohol Retail.

APPLICATION CONTACT

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

Name	Title	Email	Phone
Michael Prout	LLC Manager	Mike@andoverwinermerchant.com	202-360-6440

2. LICENSE CLASSIFICATION INFORMATION

2a. Change of License Category All Alcohol, Wine and Malt, Wine Malt and Cordials	Last-Approved License Category	Wines and Malt Beverages
	Requested New License Category	All Alcoholic Beverages
2b. Change of License Class Seasonal or Annual	Last-Approved License Class	[Dropdown]
	Requested New License Class	[Dropdown]
2c. Change of License Type* E.g. Restaurant to Club *Certain License Types CANNOT change once issued*	Last-Approved License Type	[Dropdown]
	Requested New License Type	[Dropdown]

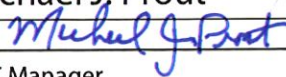
APPLICANT'S STATEMENT

I, the: sole proprietor; partner; corporate principal; LLC/LLP manager
Authorized Signatory
of
Name of the Entity/Corporation

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

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

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

Signature: Digitally signed by Michael J. Prout
Date: 2025.05.24 18:08:06 -04'00'

Title:

Date:

ENTITY VOTE

The Board of Directors or LLC Managers of The Andover Wine Merchant LLC
Entity Name
duly voted to apply to the Licensing Authority of Andover and the
City/Town
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on May 24, 2025
Date of Meeting

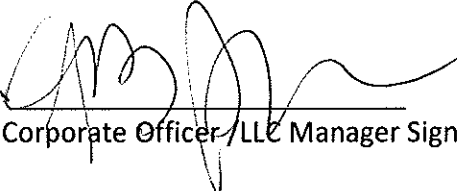
For the following transactions (Check all that apply):

- Change of Class (i.e. Annual / Seasonal)
- Change of License Type (i.e. club / restaurant)
- Change of Category (i.e. All Alcohol/Wine, Malt)
- Other

"VOTED: To authorize Michael J. Prout
Name of Person

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

A true copy attest,



Corporate Officer/LLC Manager Signature

Audra B. Prout

(Print Name)

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

(Print Name)

Farmer's Market Permit Application

MGL Ch. 138 §15F

Municipality:

Farmer's Market Permits allow wineries, breweries, and distilleries to provide samples of their produced alcoholic beverages and sell by the bottle/case their product for off-premises consumption.

This application should be completed and submitted to the Local Licensing Authority in the city/town in which the agricultural event is taking place along with certification from the MA Department of Agricultural Resources that the Farmer's Market for which they are seeking a license is an "agricultural event" and a copy of their state issued license to produce wines, malt beverages, and/or distilled spirits.

For more information on the Farmer's Market Permit, please visit the [ABCC website](http://www.mass.gov/abcc).

1. CONTACT INFORMATION

Please provide contact information for the individual the licensing authorities should contact regarding this form.

Name:	<input brig"="" ii"="" leland="" type="text" value="Elbridge "/>	Phone:	<input type="text" value="804-801-4114"/>
Title:	<input type="text" value="Manager"/>	Email:	<input type="text" value="brig@marbleridgewinery.com"/>

2. LICENSEE INFORMATION

Entity Name:	<input type="text" value="Marble Ridge Farm LLC"/>	ABCC License Number: (if applicable)	<input type="text" value="FW-LIC-000197"/>				
DBA:	<input type="text" value="Marble Ridge Winery"/>	ABCC License Type: (if applicable)	<input type="text" value="19B Farmer Winery"/>				
Manager of Record:	<input type="text" value="Elbridge Leland II"/>						
Premises Address:	<input type="text" value="11 Marbleridge Road"/>	City/Town:	<input type="text" value="North Andover"/>	State:	<input type="text" value="MA"/>	Zip:	<input type="text" value="01845"/>
Phone:	<input type="text" value="804-801-4114"/>	Email:	<input type="text" value="brig@marbleridgewinery.com"/>				

3. EVENT INFORMATION

A. Farmer's Market licenses are only permitted at events that the Department of Agriculture has certified as Agricultural Events.

Please attach documentation from the Department of Agricultural Resources certifying that this is an agricultural event.

Date(s) of Event:

B. Description of Premises

Please describe the location where alcoholic beverages will be sold within the agricultural event.

Event Address:	<input type="text" value="34 Bartlet Street"/>	City/Town:	<input type="text" value="Andover"/>	State:	<input type="text" value="MA"/>	Zip:	<input type="text" value="01810"/>
----------------	--	------------	--------------------------------------	--------	---------------------------------	------	------------------------------------

Describe area to be licensed:

34 Bartlet Street Andover, MA 01810 (Town of Andover/ Lot 58)

Farmer's Market Application
MGL Ch. 138 §15F

C. Event Contact

Please provide information for contact on the day of the event.

Name:

Phone:

Email:

4. EXISTING LICENSES TO MANUFACTURE, EXPORT, AND SELL AT RETAIL

List the license(s) you hold which authorize the manufacture, exportation and retail sale of wine, malt beverages, or distilled spirits to consumers: (Attach a copy of each license to this application). Please use the Additional Space at the end of the application if needed.

Entity Name	License Type	License Address
Marble Ridge Farm LLC	Farmer Winery License	11 Marbleridge Road, N. Andover

5. TRANSPORTATION AND DELIVERY

Please identify the business(es) or individuals that will transport alcohol from the license(s) listed above to the Farmer's Market premises.

Entity or Individual	ABCC License Type	ABCC License Number
Marble Ridge Farm LLC	Transportation and Delivery Permit	<input type="text" value="REDACTED"/>

6. DISCLOSURE OF DISCIPLINARY ACTION

Have any of the licenses listed in Section 4 ever been suspended, revoked, or cancelled? Yes No

Date of Disciplinary Action	License Number	Reason for Disciplinary Action

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that, I have filed all state tax returns and paid all state taxes required under law. I further understand that each representation in this application is material to the determination of the application and state under penalty of perjury that all statements and representations therein are true.

Signature:

Title:

Date:

ADDITIONAL SPACE

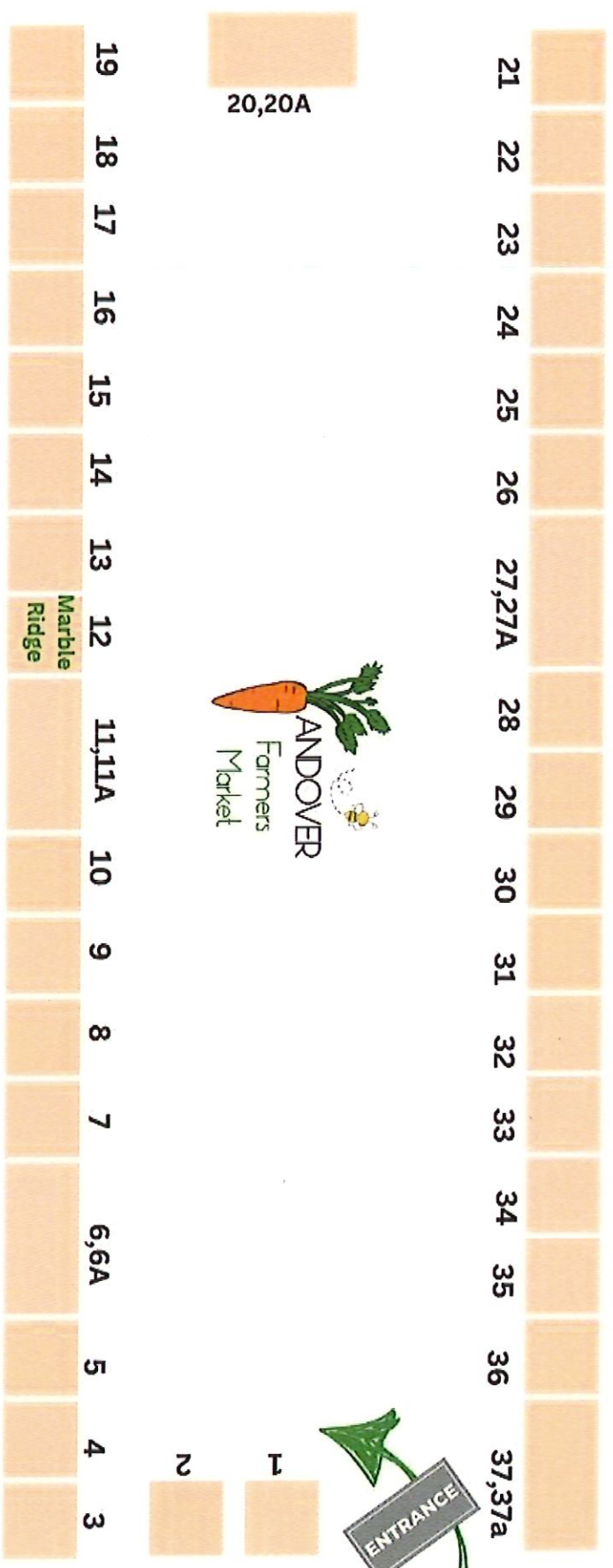
Please note which question(s) for which you are utilizing this space.

To Vendor Parking

2025

Andover Town Offices

Space Between Parking Lots



The Park

Map Note: The space #s never change but not all spaces are filled weekly. Full season vendors are on map. See list to find vendors not shown on map.

Barlet Street



**TOWN OF ANDOVER
TOWN CLERK'S OFFICE**

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

TAX FORM

APPLICANT NAME: Marble Ridge Farm LLC (d/b/a Marble Ridge Winery)

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

Signature of Individual or Corporate Name:
(Required for all applicants)

Elbridge C Leland II

Name of Corporate Officer:
(Required if applicant is a corporation)

Elbridge C Leland II, Manager

Social Security #:
(Required if applicant is an individual)

Federal Identification Number (FID #):
(Required if applicant is a corporation or non-profit):

[REDACTED]

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

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



The Commonwealth of Massachusetts
 Department of Industrial Accidents
 Office of Investigations
 Lafayette City Center
 2 Avenue de Lafayette, Boston, MA 02111-1750
 www.mass.gov/dia

Workers' Compensation Insurance Affidavit: Builders/Contractors/Electricians/Plumbers
Applicant Information **Please Print Legibly**

Name (Business/Organization/Individual): Marble Ridge Farm LLC (d/b/a Marble Ridge Winery)

Address: 11 Marbleridge Road

City/State/Zip: North Andover, MA 01845 Phone #: 804-801-4114

Are you an employer? Check the appropriate box:		Type of project (required):
1. <input type="checkbox"/> I am a employer with _____ employees (full and/or part-time).*	4. <input type="checkbox"/> I am a general contractor and I have hired the sub-contractors listed on the attached sheet. These sub-contractors have employees and have workers' comp. insurance.†	6. <input type="checkbox"/> New construction
2. <input checked="" type="checkbox"/> I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required.]	5. <input type="checkbox"/> We are a corporation and its officers have exercised their right of exemption per MGL c. 152, §1(4), and we have no employees. [No workers' comp. insurance required.]	7. <input type="checkbox"/> Remodeling
3. <input type="checkbox"/> I am a homeowner doing all work myself. [No workers' comp. insurance required.] †		8. <input type="checkbox"/> Demolition
		9. <input type="checkbox"/> Building addition
		10. <input type="checkbox"/> Electrical repairs or additions
		11. <input type="checkbox"/> Plumbing repairs or additions
		12. <input type="checkbox"/> Roof repairs
		13. <input checked="" type="checkbox"/> Other <u>Farm Winery</u>

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.
 † Homeowners who submit this affidavit indicating they are doing all work and then hire outside contractors must submit a new affidavit indicating such.
 ‡ Contractors that check this box must attached an additional sheet showing the name of the sub-contractors and state whether or not those entities have employees. If the sub-contractors have employees, they must provide their workers' comp. policy number.

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

Insurance Company Name: _____
 Policy # or Self-ins. Lic. #: _____ Expiration Date: _____
 Job Site Address: _____ City/State/Zip: _____

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

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

Signature: Elbridge Leland II Date: 3/12/2025

Phone #: 804-801-4114

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

City or Town: _____ Permit/License # _____

Issuing Authority (check one):
 1. Board of Health 2. Building Department 3. City/Town Clerk 4. Electrical Inspector 5. Plumbing Inspector 6. Other _____

Contact Person: _____ Phone #: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/13/2025

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

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

PRODUCER Jason M. Charette Agency, Inc 5 Central St.		CONTACT NAME: Jason Charette PHONE (A/C No, Ext): (978)887-8304 FAX (A/C No): (978)208-4716 E-MAIL ADDRESS: Jason.Charette@American-National.com	
Topfield	MA 01903	INSURER(S) AFFORDING COVERAGE	
INSURED Marble Ridge Farm LLC 11 Marbleridge Rd North Andover MA 01845		INSURER A: Farm Family Casualty Insurance Co.	NAIC #
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL(SUBR) INSD LWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	[REDACTED]			EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> Select Business Package					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					MED EXP (Any one person) \$ 5,000
	OTHER:					PERSONAL & ADV INJURY \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					GENERAL AGGREGATE \$ 2,000,000
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					PRODUCTS - COMP/OP AGG \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	[REDACTED]			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	Eibridge Leland II is excluded from workers comp. coverage					EACH OCCURRENCE \$ AGGREGATE \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Wine Manufacturing - Retail & Wholesale, Special Events, Liquor Liability
Event: Andover's Summer Concert Series
Town of Andover is named as an additional insured.

CERTIFICATE HOLDER Town of Andover 36 Bartlet Street Andover, MA 01810	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Jason Charette</i>
--	---



Commonwealth of Massachusetts
Office of the State Treasurer
Alcoholic Beverages Control Commission

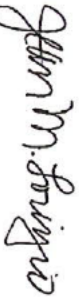
FARMER-WINERY LICENSE


M.G.L. c. 138, § 19B

This Farmer-Winery License authorizes the following licensee to produce, rectify, blend, or fortify, keep and expose for sale and to sell wine containing not more than twenty-four percent alcohol by weight:

MARBLE RIDGE FARM LLC
11 Marbleridge Road
North Andover, MA 01845

Approved by the Alcoholic Beverages Control Commission on December 26, 2024


Jean Lorizio, Chairman


Crystal Matthews, Commissioner


Deborah Baglio, Commissioner

License Number:

Record Number:

Capacity:



THIS LICENSE WILL EXPIRE DECEMBER 31, 2025 UNLESS REVOKED OR CANCELLED DURING THIS PERIOD

THIS LICENSE SHALL BE DISPLAYED ON THE PREMISES IN A CONSPICUOUS PLACE WHERE IT CAN BE EASILY READ



Commonwealth of Massachusetts
Office of the State Treasurer
Alcoholic Beverages Control Commission

TRANSPORTATION & DELIVERY PERMIT

M.G.L. c. 138, § 22

This Permit hereby authorizes the use of the following vehicle for transportation and delivery of alcoholic beverages:

Vehicle Plate Number

3YKM31

Related License:


MARBLE RIDGE FARM LLC


ABCC License Number: FW-LIC-000197

License Type: Farmer Winery

Approved by the Alcoholic Beverages Control Commission on December 26, 2024


Jean Lorizio, Chairman


Crystal Matthews, Commissioner


Deborah Baglio, Commissioner



THIS PERMIT WILL EXPIRE DECEMBER 31, 2025 UNLESS REVOKED OR CANCELLED DURING THIS PERIOD

THIS PERMIT SHALL BE CARRIED IN THE VEHICLE AT ALL TIMES



March 25, 2025

Marble Ridge Winery
c/o Brig Leland
11 Marbleridge Road
North Andover, MA 01845

This letter of acceptance confirms the approval of Marble Ridge Winery, license number [REDACTED] operating from 11 Marbleridge Road in North Andover, MA at the Andover Farmers Market from June 21 to October 18, 2025. The market is located at 34 Bartlet Street in Andover, MA and will be open every Saturday between 9:00 AM to 1:00 PM.

Sincerely,

Fran Healey

Fran Healey
Manager, Andover Farmers Market

THE COMMONWEALTH OF MASSACHUSETTS

EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS



Department of Agricultural Resources

100 Cambridge Street, 9th Floor, Boston, MA 02114
www.mass.gov/agr



Maura T. Healey
GOVERNOR

Kimberley Driscoll
LIEUTENANT

Rebecca L. Tepper
SECRETARY

Ashley E. Randle
COMMISSIONER

4/10/2025

Elbridge Leland II
Marble Ridge Farm LLC
11 Marbleridge Road
North Andover, MA 01845

Dear Elbridge Leland II,

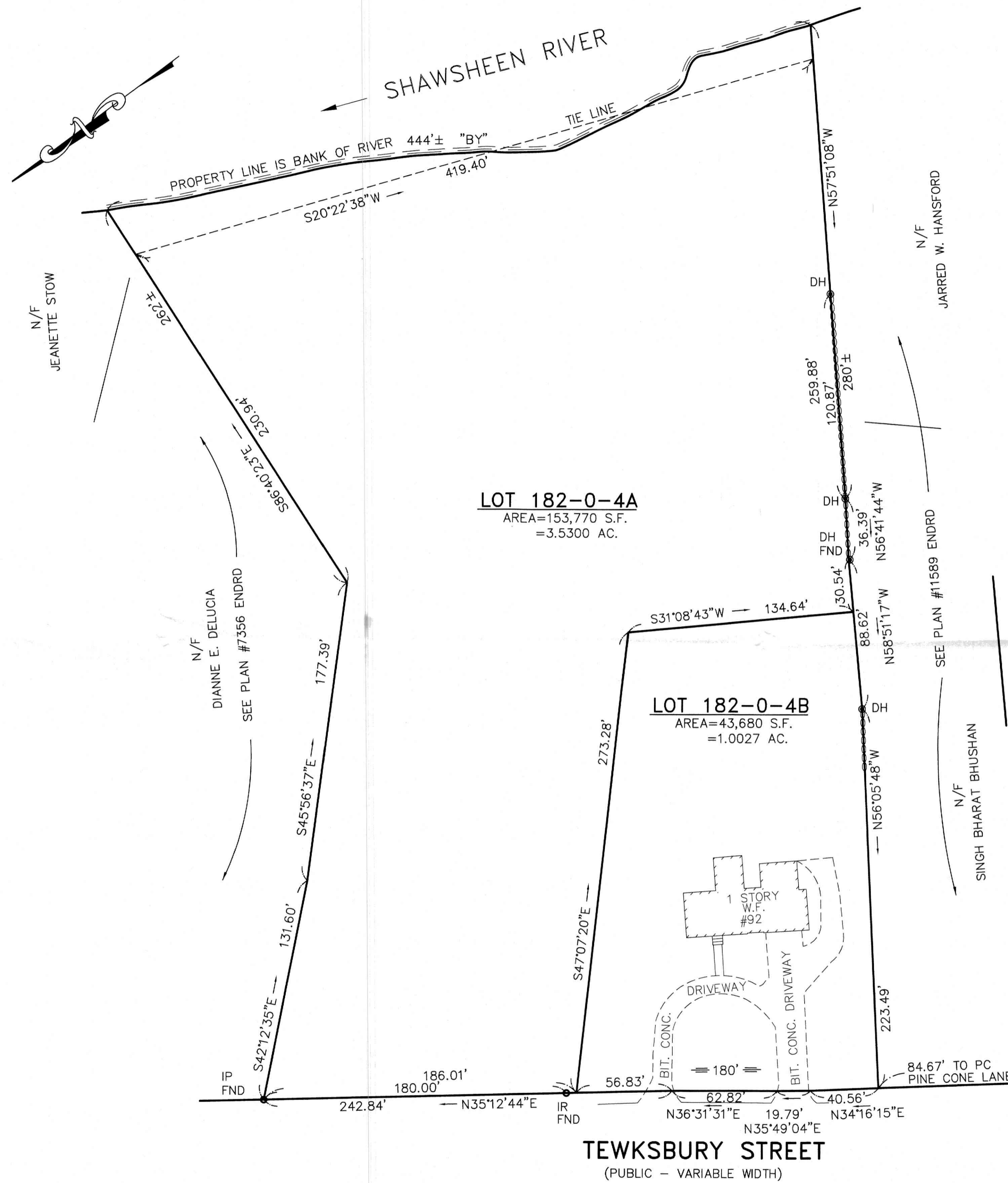
Please be advised that your application for certification of the Andover Farmers Market occurring Saturdays 6/21/2025 through 10/18/2025 between the hours of 09:00 AM to 01:00 PM as an agricultural event pursuant to M.G.L.c. Section 15F has been approved.

Please remember that, upon certification of an agricultural event by MDAR, the farm-winery, farm-brewery, pub-brewery or farm-distillery must submit a copy of the approved application to the local licensing authority along with the application for obtaining a special license from the city or town in which the event will be held. Upon issuance of a special license, the winery should confirm that a copy of the special license was sent by the local licensing authority to the Alcoholic Beverages Control Commission (ABCC) at least seven (7) days prior to the event.

A handwritten signature in blue ink that reads "Ashley E. Randle".

Ashley E. Randle, Commissioner

FOR REGISTRY USE



NOTES

- SEE TOWN OF ANDOVER PARCEL ID #182-0-4, DEED BOOK #1156 PAGE #609 ENDR FOR SITE. NORTH BASED ON UNRECORDED PLAN BY PREPARED FOR FRANK W.JR. & DONELDA FROBERG BY ANDOVER CONSULTANTS DATED MAY 24, 1989.
- ZONE DISTRICT: SRC

LEGEND

N/F	NOW OR FORMERLY
W.F.	WOOD FRAME
FND	FOUND
BIT. CONC.	BITUMINOUS CONCRETE
○ IR	IRON ROD
● DH	DRILL HOLE
○ IP	IRON PIPE
∞	STONEWALL

APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED

ANDOVER PLANNING BOARD

_____ DATE _____

NO DETERMINATION OF COMPLIANCE WITH ALL ZONING REQUIREMENTS HAS BEEN MADE BY THE PLANNING BOARD.

"I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTRY OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS. THE LOTS SHOWN HEREON COMPLY WITH THE TOWN OF ANDOVER WETLAND BYLAW."

 STEPHEN E. STAPINSKI, R.L.S. 10/9/24
 DATE

PLAN OF LAND

IN

ANDOVER, MA

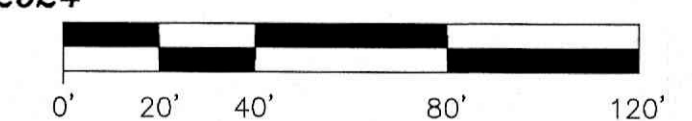
PREPARED FOR

FRANK FROBURG

92 TEWKSBURY STREET
ANDOVER, MASSACHUSETTS 01810

DATE: OCTOBER 9, 2024

SCALE: 1"=40'



MERRIMACK ENGINEERING SERVICES
 66 PARK STREET
 ANDOVER, MASSACHUSETTS 01810
 PHONE: (978) 475-3555 FAX: (978) 475-1448
 EMAIL: MERRENG@AOL.COM

PURCHASE AND SALE AGREEMENT

Agreement made as of this _____ day of June 2025, by and between Frank W. Froborg, Jr. of 92 Tewksbury Street, Andover, Massachusetts 01810 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 a portion of the property located at 92 Tewksbury Street, Andover MA and described in deed records with the Northern Essex Registry of Deeds at Book 1156 Page 609 to be subdivided into the premises in Andover, Essex County, Massachusetts identified as Lot 182-0-4A shown as on Plan entitled "Plan of Land in Andover MA Prepared for Frank Froborg, and described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as "the Premises") containing 153, 770 square feet, more or less, all as described in said Exhibit "A." The Premises are to be held by the Town of Andover for open space, conservation and passive recreation purposes.

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, 2025 as are not due and payable on the date of the delivery of such deed (real estate taxes shall be apportioned as of the date of closing);
- c. Any liens for municipal betterments assessed after the date of this Agreement; and
- d. Easements and restrictions of record insofar as the same will not, in the judgment of the Buyer, interfere with the use of the Premises for Municipal purposes.

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

3. Purchase Price.

The agreed Purchase Price for the Premises is Four Hundred Thousand (\$400,000) Dollars, which shall be payable upon the delivery and recording of the deed to the Buyer.

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

Notwithstanding any other provision of this Agreement, SELLER acknowledges that if the Andover Select Board does not vote to approve and execute the Deed tendered by the SELLER in performance of SELLER's obligations in Paragraph 2 hereof, 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 Select Board, the Deed. Purchase Price and other Closing Deliveries are to be delivered by the parties on or before _____, 2025 ("Escrow Closing Date"), to Marsh, Moriarty, Ontell & Golder ("Escrow Agent") in accordance with the general provisions of the usual form of escrow agreement then in use by Escrow Agent (with such special provisions inserted in said escrow agreement as may be required to conform with the terms and conditions of this Agreement) and/or pursuant to closing instructions provided by the parties and all of which shall be mutually acceptable to Buyer and Seller (an "Escrow Closing"). In the event of an Escrow Closing, (a) Seller shall deposit or cause to be deposited with Escrow Agent the Seller Deliveries (as defined in Section 19 herein); and (b) Buyer shall deposit with Escrow Agent the Buyer Deliveries (as defined in Section 19 herein). At the Closing, Escrow Agent shall disburse all monies in strict accordance with the closing statement, record the Deed and any other required documents or plans, and deliver to the appropriate parties all other closing documents. It is agreed that Escrow Agent shall have no liability to Seller or Buyer for the performance of its services herein, except in the event of Escrow Agent's gross negligence and/or willful misconduct. In either case, the term "Closing" shall mean the consummation of the purchase and sale of the Subject Property in accordance with the terms of this Agreement, and including the recording of the Deed. Deed to be recorded and proceeds disbursed to Seller on the date of the recording of the Deed, provided Escrow

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

5. Closing Expenses and Prorations.

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

6. Possession and Condition of Premises.

Full possession of the Premises, consisting of vacant land free of all tenants and occupants, and free of all personal property, including but not limited to vehicles, trailers, and storage facilities, 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 29 which shall survive the Escrow Closing Date or the Extended Closing Date.

10. Use of Purchase Money.

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

11. Insurance.

Until delivery and recording of the Deed, the Seller shall maintain insurance on the premises as presently insured 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, including approval of the purchase from Andover Town Meeting and the Andover Select Board.

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.
- 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. The Select Board has approved and executed the Deed tendered by the Seller under Paragraph 3.
- g. All personal property, vehicles, and equipment shall be removed from the Premises by the Seller, 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.
- h. Seller has subdivided the parcel as described in Exhibit A, submitting and obtaining approval for "Form A" subdivision and properly recording the subdivision of parcels with the

16. Representation as to Brokers.

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

17. Notices.

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

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

with a copy
 sent in the
 same manner to: - Douglas W. Heim, Town Counsel
 Andover Town Hall
 36 Bartlet Street
 Andover, MA 01810

if to SELLER: - Mr. Frank W. Froburg, Jr.
 92 Tewksbury Street
 Andover, MA 01810

with a copy
sent in the
same manner to: -

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.
- 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. 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.

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

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

INHABITANTS OF TOWN OF ANDOVER

SELLER:

By:

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

Frank W. Froburg, Jr.

Date: _____

Date: _____

EXHIBIT A

LEGAL DESCRIPTION

The land located in Andover, Essex County, Massachusetts as shown on a “Plan of Land in Andover MA Prepared for Frank Froburg,” dated October 9, 2024, Merrimack Engineering Services, as Lot 182-0-4A and consisting of 153, 770 S.F more or less. Said plan being recorded in the Northern Essex Registry of Deeds as Plan No. PL-18574 on May 20, 2025.

EXHIBIT B

QUITCLAIM DEED

Frank W. Froburg, Jr. (“Grantor”) for consideration paid and in full consideration of Four Hundred Thousand (\$400,000) Dollars grants to the Inhabitants of the Town of Andover, a Massachusetts municipal corporation (“Grantee”) with QUITCLAIM COVENANTS, the real property in Andover, Essex County, Massachusetts, described in Exhibit A attached hereto.

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

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

WITNESS my hand and seal this _____ day of _____, 2025.

Frank W. Froburg Jr.

COMMONWEALTH OF MASSACHUSETTS

Essex, SS _____, 2025

On this day, before me, the undersigned Notary Public, personally appeared Frank W. Froburg Jr. 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:
92A Tewksbury Street
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 _____, 2025.

Town of Andover Select Board

COMMONWEALTH OF MASSACHUSETTS

Essex, SS. _____, 2025

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 located in Andover, Essex County, Massachusetts as shown on a “Plan of Land in Andover MA Prepared for Frank Froburg,” dated October 9, 2024, Merrimack Engineering Services, as Lot 182-0-4A and consisting of 153, 770 S.F more or less. Said plan being recorded in the Northern Essex Registry of Deeds as Plan No. PL-18574 recorded on May 20, 2025.

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: _____, 2025

Grantor

FRANK W. FROBURG, JR.

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: _____, 2025

FRANK W. FROBURG, JR

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 92A Tewksbury Street, Andover MA 01910 described in Exhibit A attached.

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

Purchase and Sale Agreement
Seller: Frank W. Froburg, Jr.
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

___X___ Seller/Grantor _____ Buyer/Grantee

_____ Other (Please describe):

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

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

NAME

Frank W. Froburg, Jr.

RESIDENCE

92 Tewksbury Street (B-Lot)
Andover, MA 01810

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

None

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

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

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

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

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

DATE

FRANK W. FROBURG, JR.

EXHIBIT A
PROPERTY DESCRIPTION

The land located in Andover, Essex County, Massachusetts as shown on a “Plan of Land in Andover MA Prepared for Frank Froburg,” dated October 9, 2024, Merrimack Engineering Services, as Lot 182-0-4A and consisting of 153, 770 S.F more or less. Said plan being recorded in the Northern Essex Registry of Deeds as Plan No. PL-18574 on May 20, 2025.

EXHIBIT F

CERTIFICATE OF SELLER

The undersigned hereby certifies that the representations contained in paragraph 13 of a certain Purchase and Sale Agreement for the sale of property known as 92 Tewksbury Street (Lot A) in Andover, Massachusetts, executed on _____, 2025, 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: _____, 2025

FRANK W. FROBURG, JR.

1

EXHIBIT A
PROPERTY DESCRIPTION

EXHIBIT I

RELEASE OF ALL CLAIMS RE: PERSONAL PROPERTY

Now comes Frank W. Froburg, Jr. and state that I have removed my personal property from the premises at 92 Tewksbury Street (Lot A) pursuant to paragraphs 15.g and 28 of the Purchase and Sale Agreement dated June ____, 2025 between Frank W. Froburg 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 _____, 2025.

COMMONWEALTH OF MASSACHUSETTS

County, SS: _____, 2025

Before me, the undersigned notary public, personally appeared the above-named _____ 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:



Select Board Meeting

Tuesday, May 27, 2025

6:30 PM

Select Board Room, Town Offices

36 Bartlet Street Andover, MA 01810

- I. **Call to Order:** At 6:30 P.M. Chair Vispoli called the Select Board Meeting to order at 6:30 PM. Members in attendance: Vice Chair Ellen Townson, and Clerk Melissa Danisch, Laura Gregory, and Kevin Coffey.

Others in attendance: Town Manager Andrew Flanagan, Deputy Town Manager Mike Lindstrom, Town Clerk and Deputy Town Manager Austin Simko, Town Counsel Doug Heim and Chief Administrator and Financial Officer, Patrick Lawlor.

II. **Executive Session**

The Board voted to go into Executive Session for confidential communication with special town counsel 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/or

A. Board to vote to go into Executive Session pursuant purpose 7 to approve and release or not release Executive Session minutes of May 12, 2025, and to return to open session.

III. **Opening Ceremonies**

A. Moment of Silence/Pledge of Allegiance

The meeting opened with a moment of Silence followed by the Pledge of Allegiance.

B. Proclamation in Recognition of Pride Month

Laura Gregory read the proclamation in recognition of Pride Month.

Alex Vispoli recognized Calvin (Cal) Deyermond for his collective 50 years of public service to the Town of Andover.

IV. **Town Manager Report**

The Town Manager thanked everyone who participated in the planning and execution of the Memorial Day Recognition Ceremonies and parade. He recognized Mark Comeiro, Director of Veteran Services who is exceptional at what he does as well as Brian Masterson, and a whole host of volunteers and other Town Departments who support the effort.

This past week marked the final class of the 2025 Andover Academy and the fifth class to complete the program. If you are on the fence, read about it and take a leap and try out the program. They run the academe.my twice a year, once in the evening twice a week and during the day. It is a nice pipeline for people who are on Town Boards and Committees with about 150 people who have completed the program.

The Town Manager also reported that they are preparing to move the Town Offices located on the second floor in preparation of the accessibility and access improvement projects. Offices will be relocated to the Old Town Hall. If all goes as planned the project will start in June and will take about 8-10 months to complete. Service counters will be available at Old Town Hall as will the Town Clerk's Office. There will be signage and public communication sent out to the community.

Andover will be hosting a Climate Change Forum including several other communities on May 19th.

Implementation of Automated Trash & Recycling

The roll out of carts is set to begin on June 9th and a direct mailing has been sent out to residents with a second communication going out next week. They have 22,000 carts to deliver to 11,000 households and eighteen households have requested a second large trash bin and 61 have requested a smaller bin. Any carts requested after June 22nd will be issued in July. They will be offering recycling pick up of older barrels or the location where they can be dropped off. All of the new bins will have a tracking number on them.

Mass DOT will hold a Design-build discussion tomorrow night at 6:00 PM at the Robb Center regarding the replacement of Tewksbury Bridge. questions can be sent to MassDOT Project Management DOT.state.ma.us.

They are about to begin the review of the Long-range Financial Plan which has served as the foundation of the Town's financial planning which will be a three-phase process.

Phase One will start in June and last through September. The Town Manager and Town Counsel will provide information to committee members and talk about the various roles of the boards and committees, stakeholders, and the budget process. Before that workshop the Town Manager will send out information to the Boards and Committees to guide the first workshop. The quality of the outcomes and process will depend upon the participation of the Boards and committee members.

The first workshop will be about the quality of the outcomes and the process itself. The second workshop will be to respond to questions, public information on where they stand re resulting in the CIP. At the end of September, he will bring the committees together.

The Town Manager recognized Patrick Lawlor and highlighted his significant achievements and accomplishments over the past eight years. Patrick is leaving Andover to become the Assistant Town Manager in Burlington, Massachusetts. Members of the Select Board recognized Patrick and thanked him for the many roles he held over the past eight years.

Patrick thanked the Board for their trust, friendship and allowing him to have a seat at the table. He recognized the Town Manager for being a professional mentor to him noting that Andrew challenges you into success and developing confidence and mastery, Patrick thanked the Town Manager for the many opportunities and support. Thank you everyone.

Chair Vispoli recognized Patrick for the outstanding roles he took on over the years.

V. Communications/Announcements/Liaison Reports

Mike Lindstrom reported on the Citizens Who Care Awards in honor of Sydney's Rainbows and creating a partnership for kids. There will be a donation acceptance ceremony and \$10,000 in seed money given for a park for kids to ride bikes and will be coming before the Board in the next few weeks to offer to present a major fundraising campaign.,

Austin Simko reported that they are sending out a second reminder to residents to fill out the Town Census. If anyone has questions, please contact the Town Clerk's Office.

Melissa Danisch said the Memorial Day Parade was wonderful and thanked the organizers, especially Mark Comeiro, for the work he does. Melissa also thanked Patrick Lawlor for his time in Andover, and she appreciates the help he gave her.

Laura Gregory wished Patrick good luck in his new endeavor. She also reported that the Pride Parade will be held this weekend with a rain- date of June 8th.

Ellen Townson thanked Patrick Lawlor for everything he taught her and for sharing his broad knowledge. Ellen also announced that the Andover Market will start up on the first Saturday in June and held in The Park at 34 Bartlet Street. She reminded everyone who has invasive weeds are out of control to contact the Andover Pollinator pathways who will come to your home to help you learn how to manage them.

VI. Public Comment

Crispin Chakareva Jr. spoke on behalf of his mother, Maritza Martinez, the homeowner of 199 Greenwood Road to express their disappointment and frustration with the paving on Greenwood Road and the damage done to their property. He provided the timeline on when the paving began and noted the damage done to their property and was told the damaged areas would be repaired but the restoration never came about, He reached out to the Director of the DPW Carlos Jaques and was told it was due to the pitch of their driveway and did not require the same level of paving. Their final attempt was an email sent to the Select Board and received no response. Why was their house the only exception? They have shared photos and videos and requested to meet with the DPW Director but despite months of back and forth this still has not happened They are requesting the installation of a full berm and a driveway apron just like the other properties as well as repairing their lawn. The Town Manager will talk to the DPW Director to contact them.

Victoria Horgan, Andover Street has concerns about Joanna Reck being appointed to the Ballardvale Historical District Commission. Joanna Reck is the current Chair of the Commission and unfortunately, she has shown a trend of unprofessional behavior and not following the bylaws. They are requesting the Select Board to investigate Joanna Reck who does not live in the Ballardvale District and has been on the Board longer than three years.

Kristen Wise, 8 Inwood Lane is asking about the issue on May 21st on River Road (police incident) and alerting residents via code red which she did not receive although she did sign up for alerts. Kristen also asked about receiving information on the budget earlier.

The Town Manager said he has fiduciary responsibility and a plan that he can stand by for the Town that meets their needs and the goals of the Select Board, and they talk in concept with the Finance Committee all year round.

VII. Regular Business

A. Farmers Market Permit

Board to discuss and consider voting to approve an application from Blisspoint Meadery, located at One Fox Run Drive, Bedford, Massachusetts for a Farmers Market Permit for the Andover Farmers Market at The Park every Saturday from June 21, 2025 through October 18, 2025 where the manager of the liquor license will be Jeff Venuti provided that all conditions of the Town are met prior to issuance.

Austin Simko reported on the Farmers Market Permit, it is not a pouring license and is not a package store license either; the Mass State Law recently changed to allow various kinds of licenses to sell their products at a Farmer's Market. Andover's policy recently changed and explained the difference. This request is for honey wine.

Mr. Venuti provided information regarding the request for a Farmers Market Permit at the Park at 34 Bartlet Street every Saturday from June 21, 2025 through October 18, 2025.

Ellen Townson moved that the Board approve the application from Bliss Point Meadery, One Fox Run Drive, Bedford Mass, for a Farmer's Market Permit under Section XI.2. of the Select Board's Alcohol Beverages License, where the event will be held on Town property Saturday June 21, through October 25, 2025 provided that all conditions of the Town are met prior to issuance. by Laura Gregory seconded the motion, and the Board voted 5-0 to approve.

- B. Alcohol Beverages License- Event on Town Owned Property. Jim Cass, from Oak & Iron, reported on this request and asked the Board to make these three-beer limit and that all alcohol stays within the Beer Garden. Everyone from Oak and Iron is TIPS trained and there are two police details at his event. The event is the New England Classic Car Show to be held in the Park on July 13th from 10:00 A.M. to 2:00 PM and the tear down of the Beer Garden will take place at 3:00 PM. Mr. Cass provided a presentation on information for this event and the processing of handling beer transactions. The food truck will be adjacent to the Beer Garden and the details of the security plan provided.

Selectman Coffey moved that the Board approve the request of Jim Cass manager of Oak and Iron Brewing Company for a Beer Garden to be held on July 13, 2025 from 10:00 AM to 2:00 PM located at The Park, 34 Bartlet Street, and where the manager of the liquor license will be Jim Cass provided that all conditions of the Town are met prior to issuance. Laura Gregory seconded the motion, and the Board voted 5-0 to approve.

Alcoholic Beverages License – Location Closure Update

Board to receive update from Andover Town Market, LLC, doing business as Tavern on 28, pursuant to the Select Board Policy XI.2.C.5, regarding the closure of Tavern on 28 located at 429 South Main Street, Andover, MA and the status of its All-Alcoholic Beverages License.

Austin Simko reported that the establishment closed on March 9, 2025 and they must appear before the Select Board to discuss the status of the license. Austin said they are not here tonight because they have surrounded their license and have notified the ABC.

The new establishment going in there is at liberty to apply for whatever license suits their business model. No action required by the Board.

C. Alcoholic Beverages License – Pledge of Collateral

Board to review and consider voting to approve the application of Linchris Hotel, Corp., doing business as Doubletree by Hilton Boston Andover, for a Pledge of Collateral on its All-Alcohol Pouring License.

Elizabeth Pisano spoke on behalf of the Lingchis Hotel Corp. The Hotel is refinancing, and the lender is requiring a pledge on their license, and a pledge of inventory at the hotel must file at the ABC. Austin Simko reported all the required information is in order.

Melissa Danish moved to approve the application of the Doubletree by Hilton Boston. The motion was seconded by Kevin Coffey and voted 5-0 to approve.

D. FY2026-FY2030 Water Main Replacement Program & Water Rate Plan (1st Reading)

The Town Manager welcomed Brian Pena, who oversees treatment and Jeff Crane who oversees distribution at the water Treatment Plant.

The Town Manager presented the Goals of the Plan to the Board. The Town Manager said the Board acted in the past to accelerate the Water Plan. The goals of the rate plan include continuing to supply high quality water to Andover and North Reading residents, keeping pace with the replacement program, prioritization and Funding Requirements, a recommended rate plan, the impact on rate payers and challenges and uncertainties related to any water system anywhere.

Maintain a comprehensive Improvement Program for both Water Treatment and distribution services.

Maintain Comprehensive water main replacement and keep up with water main replacement schedule by targeting 4 miles of annual replacement work, prepare for replacement of Fish Brook Pumping Station and make annual and regular investments in the Water Treatment Plan.

Safeguard against uncertainties and major fluctuations in revenue and weather conditions.

Leverage the 13th year of the North Reading Water Agreement and stabilize long-term rates to offset major increases in Andover Water rates.

Three phases of the Program 10.5 miles will have the greatest impact on solving the discolored water issue and cover four miles to be replaced annually.

Maintain Andover water bills at the average or less than average water bills in regional comparable communities and make improvements in the plan and still be able to offer affordable rates.

Jeff Crane spoke about the 3-phase replacement program with Phase One expected to have the greatest impact on discolored water conditions.

The Town Manager said the plan calls for four miles of water mains to be replaced annually and the investment to increase from \$6M to \$12M. The Annual Debt Service increase from water mains is approximately \$750,000; a map of the distribution system

and a chart of the proposed rate adjustment for FY-2025 through FY-2030 were included in the presentation.

This will be an adjustment to the current water rate plan in FY-26.

Projecting water usage depends on the amount of rain received. There is always a little bit of risk in the plan. They use a rolling 5-year average.

They believe 4% (four miles) can be managed internally but the process takes a lot of work; and can take a summer to complete. They have one Engineer from DPW assigned with each project and they consult with the contractor.

The presentation included a chart on the impact on ratepayers versus comparable communities. Challenges and uncertainties include actual usage, and weather which plays a significant variable when projecting future revenue collections, and long-term impacts of restrictions and continue.

The Board discussed the plan and the possibility of replacing more water mains that depend on seasonal impacts.

*Phase 1 expected to have the greatest impact on discolored water conditions.

*The plan requires approximately four miles of water mains replaced annually.

*The plan requires annual investment to increase from \$6M-\$12 million.

*Annual Debt Service increase (from water mains) of approximately \$750,000.

The Board had a lengthy discussion on the process amount of time to replace the water mains. The Town Manager will have this item on the agenda at their next Select Board meeting in June.

VIII. Consent Agenda

A. Appointments by the Town Manager

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

Melissa Danisch said someone came forward during the Public Comment section earlier with allegations of someone who is on the appointment list tonight and asked Austin Simko if there are any other complaints that came before the Board. Austin Simko reported that he has not had any other complaints.

Doug Heim said the requirements for a study committee; to amend a bylaw is a little bit easier and he will be happy to work with the Town Manager and get the Ballardvale Commission information on changes.

On a motion by Melissa Danisch and seconded by Ellen Townson, the Select Board voted 5-0 to approve the appointments by the Town Manager as listed below.

Board/Commission	Name	Position	Start	Expiration
Ballardvale Historic District Commission	Joanna Reck	Member	07/01/2025	06/30/2028
Board of Health	Deborah Enegeess	Member	07/01/2025	06/30/2028
Commission on Disability	Mary Eileen Reilly	Member	07/01/2025	06/30/2028
Conservation Commission	Ruby Brown	Member	07/01/2025	06/30/2028
Conservation Commission	Miranda Chave	Member	07/01/2025	06/30/2028

Conservation Commission	Jon Honea	Member	07/01/2025	06/30/2028
Council on Aging	Gail Bloom	Member	07/01/2025	06/30/2028
Cultural Council	Tanja King	Member	07/01/2025	06/30/2027
Design Review Board	Kenneth Feyl	Member	07/01/2025	06/30/2028
Design Review Board	Adam Knoll	Member	07/01/2025	06/30/2028
Emergency Management	Patrick Keefe	Director	07/01/2025	06/30/2026
Forest Warden	Kyle Murphy	Fire Chief	07/01/2025	06/30/2026
Keeper of Lockup	Patrick Keefe	Police Chief	07/01/2025	06/30/2026
Merrimack Valley Planning Commission	Jacki Byerley	Alternate Member	07/01/2025	06/30/2026
Merrimack Valley Regional Transit Authority	Jacki Byerley	Member	07/01/2025	06/30/2026
Merrimack Valley Regional Transit Authority	Paul Materazzo	Alternate Member	07/01/2025	06/30/2026
Merrimack Valley Regional Transit Authority	Lisa Schwarz	Alternate Member	07/01/2025	06/30/2026
Patriotic Holiday Committee	James Bedford	Member	07/01/2025	06/30/2026
Patriotic Holiday Committee	Calvin Deyermond	Member	07/01/2025	06/30/2026
Patriotic Holiday Committee	Brian Masterson	Member	07/01/2025	06/30/2026
Patriotic Holiday Committee	Scott Parrish	Member	07/01/2025	06/30/2026
Patriotic Holiday Committee	Calvin Perry	Member	07/01/2025	06/30/2026
Patriotic Holiday Committee	Edward Ratyna	Member	07/01/2025	06/30/2026
Patriotic Holiday Committee	Francis Ritterhaus	Member	07/01/2025	06/30/2026
Patriotic Holiday Committee	Andrew Sievert	Member	07/01/2025	06/30/2026
Patriotic Holiday Committee	Stephen Wallingford	Member	07/01/2025	06/30/2026
Permanent Town Building Advisory Committee	Daniel Casper	Member	07/01/2025	06/30/2028
Permanent Town Building Advisory Committee	David Giangrande	Member	07/01/2025	06/30/2028
Permanent Town Building Advisory Committee	Ellen Keller	Member	07/01/2025	06/30/2028
Permanent Town Building Advisory Committee	Keith Taverna	Member	07/01/2025	06/30/2028
Towle Fund Trustees	Sandra Levine	Member	07/01/2025	06/30/2028
Trustees of Spring Grove Cemetery	Kenneth Ozoonian	Member	07/01/2025	06/30/2028
Veterans Service Agent	Mark Comeiro	Agent	07/01/2025	06/30/2026

IX. Adjourn

At 9:10 PM on a motion by Melissa Danisch and seconded by Kevin Coffey the Select Board voted 5-0 to adjourn the meeting of Tuesday, May 27, 2025.

Respectfully submitted,
Dee DeLorenzo
Recording Secretary

**Andover Select Board
Subcommittee for Zoning Board of Appeals
Meeting Minutes of Tuesday May 27, 2025**

I. Call to Order

The Andover Select Board Subcommittee for the Zoning Board of Appeals meeting was called to order at 5:17 p.m. Present were subcommittee members Kevin Coffey and Melissa Danisch. The meeting began with them discussing the questions they would ask each candidate.

II. Interview Candidates for the Zoning Board of Appeals

The subcommittee interviewed candidates for three positions on the Zoning Board of Appeals, two regular members and one associate member, for terms that will expire on June 30, 2028. The candidates were interviewed in the following order:

5:25 p.m. – Lisa Rechisky

5:40 p.m. – Matthew Nigrelli

5:58 p.m. – David Guerette

III. Adjourn

The subcommittee meeting was adjourned at 6:18 PM.

Respectfully submitted,

Amy Heidebrecht
Recording Secretary

**Andover Select Board
Subcommittee for Zoning Board of Appeals
Meeting Minutes of Thursday June 5, 2025**

I. Call to Order

The Andover Select Board Subcommittee for the Zoning Board of Appeals meeting was called to order at 5:00 p.m. Present were subcommittee members Kevin Coffey and Melissa Danisch.

II. Interview Candidates for the Zoning Board of Appeals

The subcommittee interviewed candidates for three positions on the Zoning Board of Appeals, two regular members and one associate member, for terms that will expire on June 30, 2028. The candidates were interviewed in the following order:

5:03 p.m. – Carol McDonough

5:20 p.m. – Heather Lauten

III. Deliberations

Deliberations began at 5:38 p.m. Melissa Danisch made a motion to recommend to the full Select Board the appointment of David Guerette and Lisa Rechisky as full members and Matthew Nigrelli an associate member, of the Zoning Board of Appeals. Motion seconded by Kevin Coffey.

IV. Adjourn

The subcommittee meeting was adjourned at 5:59 p.m.
Respectfully submitted,

Amy Heidebrecht
Recording Secretary