



Select Board Meeting
Monday, August 11, 2025 5:30 PM
Select Board Room, Town Offices
36 Bartlet Street Andover, MA 01810

RECEIVED
TOWN CLERK'S OFFICE

2025 AUG -7 PM 3:09

TOWN OF ANDOVER, MASS

- I. Call to Order – 5:30 P.M.
- II. Opening Ceremonies
 - A. Moment of Silence/Pledge of Allegiance
- III. Town Manager Report
- IV. Communications/Announcements/Liaison Reports
- V. Public Comment

VI. Public Hearings

A. National Grid - Chandler Road

Board to review and consider voting to approve an application from National Grid requesting permission to erect and maintain poles and wires, together with such sustaining and protecting fixtures as it may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked - Chandler Road - Andover, Massachusetts.

B. Alcoholic Beverages License –Bandoleros Andover, Inc.

Board to review and consider voting to approve the application of Bandoleros Andover, Inc, DBA Bandoleros Andover, for an On-Premises All Alcoholic Beverages Pouring License at 429 South Main Street, Andover MA, with Gabino Angel of 138 Myrtle Avenue, Fitchburg, MA as the proposed designated manager; subject to the condition that all requirements of the Town are met prior to issuance.

VII. Regular Business

A. Alcoholic Beverages License – Change of Manager

Board to review and consider voting to approve the application of 99 Restaurants Holdings, LLC for an Alcoholic Beverages Pouring License Change of Manager to Lauren Marino at 464 Lowell Street, Andover.

B. Amendments to Traffic Rules and Regulations

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

- 1. Schedule 1, Article V, Section 2 – Parking Locations and Prohibitions
Location: 79 North Main Street.

Amend to: 15 minute parking at 79 North Main Street for a distance of 80 feet, which consists of 4 spaces.

C. Local Initiative Project Application

Hearthstone Realty Corporation/DREAM Collaborative to present a Local Initiative Project application for the development of a condominium complex at 84-88 Andover Street.

VIII. **Select Board Workshop**

A. Town Manager & Select Board Goals Workshop

Board to review and consider approval of FY2026 Town Manager & Select Board Strategic Goals & Objectives.

IX. **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
Ballardvale Historic District Commission	Veena Kothapalli	Alternate Member	07/29/2025	06/30/2028
Central Street Historic District Commission	Veena Kothapalli	Alternate Member	07/29/2025	06/30/2028

B. Appointments by the Select Board

Board to vote that the following appointments by the Select Board be approved.

Department	Name	Position	Date of Hire	Rate/Term
Town Clerk	Abigail C. Harris	Election Worker	8/11/2025	\$15.00
Town Clerk	Adel Paulino	Deputy Inspector	8/11/2025	\$15.00
Town Clerk	Alexander Iannicelli	Election Worker	8/11/2025	\$15.00
Town Clerk	Alexandra Driscoll	Deputy Inspector	8/11/2025	\$15.00
Town Clerk	Alice Friedenson	Election Worker	8/11/2025	\$15.00
Town Clerk	Amanda Gasse	Deputy Inspector	8/11/2025	\$15.00
Town Clerk	Amy Belscher	Inspector	8/11/2025	\$15.00
Town Clerk	Amy V. Holland	Deputy Inspector	8/11/2025	\$15.00
Town Clerk	Ann Grecoe	Deputy Inspector	8/11/2025	\$15.00
Town Clerk	Anne M Feeney	Deputy Inspector	8/11/2025	\$15.00
Town Clerk	Annie Gilbert	Deputy Warden	8/11/2025	\$16.00
Town Clerk	Anthony J. Sofia	Inspector	8/11/2025	\$15.00
Town Clerk	Arthur Rousmaniere	Election Worker	8/11/2025	\$15.00
Town Clerk	Barbara Bourgeois	Inspector	8/11/2025	\$15.00
Town Clerk	Barbara Longworth	Inspector	8/11/2025	\$15.00
Town Clerk	Betsy Couture	Deputy Inspector	8/11/2025	\$15.00
Town Clerk	Betsy Streeter	Election Worker	8/11/2025	\$15.00
Town Clerk	Bin Wang	Election Worker	8/11/2025	\$15.00
Town Clerk	Bonita Zahorik	Election Worker	8/11/2025	\$15.00
Town Clerk	Brewster LaMacchia	Election Worker	8/11/2025	\$15.00
Town Clerk	Brian Masterson	Deputy Warden	8/11/2025	\$16.00
Town Clerk	C William Kettinger, Jr.	Deputy Clerk	8/11/2025	\$15.00

Town Clerk	Calvin Perry	Deputy Clerk	8/11/2025	\$15.00
Town Clerk	Carol J. Hopkinson	Deputy Warden	8/11/2025	\$16.00
Town Clerk	Carolyn Hill Page	Deputy Inspector	8/11/2025	\$15.00
Town Clerk	Catherine Robie	Election Worker	8/11/2025	\$15.00
Town Clerk	Cathleen Conroy	Deputy Warden	8/11/2025	\$16.00
Town Clerk	Celeste Dascoli	Election Worker	8/11/2025	\$15.00
Town Clerk	Charissa Rigano	Election Worker	8/11/2025	\$15.00
Town Clerk	Charles Bicking	Clerk	8/11/2025	\$15.00
Town Clerk	Charlotte Taylor	Clerk	8/11/2025	\$15.00
Town Clerk	Christina Banta	Inspector	8/11/2025	\$15.00
Town Clerk	Christine Curran	Deputy Inspector	8/11/2025	\$15.00
Town Clerk	Christine Hayward	Clerk	8/11/2025	\$15.00
Town Clerk	Christine Preytis	Election Worker	8/11/2025	\$15.00
Town Clerk	Christopher Smith	Election Worker	8/11/2025	\$15.00
Town Clerk	Claire Enos	Election Worker	8/11/2025	\$15.00
Town Clerk	Cynthia Barakatt	Election Worker	8/11/2025	\$15.00
Town Clerk	Cynthia Campbell	Election Worker	8/11/2025	\$15.00
Town Clerk	Cynthia Cohen	Inspector	8/11/2025	\$15.00
Town Clerk	Cynthia Stoltz	Deputy Inspector	8/11/2025	\$15.00
Town Clerk	Danielle Crompton	Deputy Inspector	8/11/2025	\$15.00
Town Clerk	David Berman	Election Worker	8/11/2025	\$15.00
Town Clerk	David Brown	Warden	8/11/2025	\$17.00
Town Clerk	David Cleary	Inspector	8/11/2025	\$15.00
Town Clerk	David Lewis	Deputy Inspector	8/11/2025	\$15.00
Town Clerk	David Waller	Election Worker	8/11/2025	\$15.00
Town Clerk	Debra Lowry	Deputy Warden	8/11/2025	\$16.00
Town Clerk	Denise Doherty	Warden	8/11/2025	\$17.00
Town Clerk	Denise Engelhart	Election Worker	8/11/2025	\$15.00
Town Clerk	Diane Riemer	Election Worker	8/11/2025	\$15.00
Town Clerk	Donna Cooper	Election Worker	8/11/2025	\$15.00
Town Clerk	Dora Volpe	Deputy Inspector	8/11/2025	\$15.00
Town Clerk	Dorothy R. Hollenbeck	Deputy Inspector	8/11/2025	\$15.00
Town Clerk	Edna Allen	Deputy Clerk	8/11/2025	\$15.00
Town Clerk	Eleanor Everett	Warden	8/11/2025	\$17.00
Town Clerk	Elizabeth A. Kochakian	Deputy Inspector	8/11/2025	\$15.00
Town Clerk	Elizabeth Shiro	Election Worker	8/11/2025	\$15.00
Town Clerk	Ellen Geiger	Election Worker	8/11/2025	\$15.00
Town Clerk	Emily O'Hara	Deputy Inspector	8/11/2025	\$15.00
Town Clerk	Erin Staudt	Election Worker	8/11/2025	\$15.00
Town Clerk	Gail DerAnanian	Election Worker	8/11/2025	\$15.00
Town Clerk	Gail Ralston	Deputy Clerk	8/11/2025	\$15.00
Town Clerk	Gale Ross	Election Worker	8/11/2025	\$15.00
Town Clerk	Gary Ryan	Election Worker	8/11/2025	\$15.00

Town Clerk	George Kakridas	Election Worker	8/11/2025	\$15.00
Town Clerk	George Martin	Election Worker	8/11/2025	\$15.00
Town Clerk	George Thomson	Election Worker	8/11/2025	\$15.00
Town Clerk	George Woodward	Election Worker	8/11/2025	\$15.00
Town Clerk	Geraldine Jacobson	Election Worker	8/11/2025	\$15.00
Town Clerk	Gertraud Mosca	Inspector	8/11/2025	\$15.00
Town Clerk	Gisella Spreizer	Deputy Warden	8/11/2025	\$16.00
Town Clerk	Gloria Wager	Deputy Clerk	8/11/2025	\$15.00
Town Clerk	Heather Norton	Election Worker	8/11/2025	\$15.00
Town Clerk	Helen Waldruff	Deputy Clerk	8/11/2025	\$15.00
Town Clerk	Francis Rittershaus	Clerk	8/11/2025	\$15.00
Town Clerk	Holly Callen	Election Worker	8/11/2025	\$15.00
Town Clerk	Jack Hall	Election Worker	8/11/2025	\$15.00
Town Clerk	James Redmond	Deputy Warden	8/11/2025	\$16.00
Town Clerk	Jane Gifun	Inspector	8/11/2025	\$15.00
Town Clerk	Jane Roberts	Election Worker	8/11/2025	\$15.00
Town Clerk	Janet Arnold	Inspector	8/11/2025	\$15.00
Town Clerk	Jennifer B. Hickman	Election Worker	8/11/2025	\$15.00
Town Clerk	Jennifer O'Neill	Election Worker	8/11/2025	\$15.00
Town Clerk	Jennifer Perigaut	Inspector	8/11/2025	\$15.00
Town Clerk	Jennifer Smith	Inspector	8/11/2025	\$15.00
Town Clerk	Joan Howland	Election Worker	8/11/2025	\$15.00
Town Clerk	John Doherty	Election Worker	8/11/2025	\$15.00
Town Clerk	John Gardner	Election Worker	8/11/2025	\$15.00
Town Clerk	John Hamel	Inspector	8/11/2025	\$15.00
Town Clerk	John J. Sudol	Election Worker	8/11/2025	\$15.00
Town Clerk	John McCarthy	Election Worker	8/11/2025	\$15.00
Town Clerk	Joseph Gifun	Election Worker	8/11/2025	\$15.00
Town Clerk	Joy Sapienza	Warden	8/11/2025	\$17.00
Town Clerk	Judith Birtles	Election Worker	8/11/2025	\$15.00
Town Clerk	Judith Norton	Election Worker	8/11/2025	\$15.00
Town Clerk	Judith Reghitto	Warden	8/11/2025	\$17.00
Town Clerk	Judy Dlesk	Election Worker	8/11/2025	\$15.00
Town Clerk	Julianne Stein	Election Worker	8/11/2025	\$15.00
Town Clerk	Karen Dobbelaar	Election Worker	8/11/2025	\$15.00
Town Clerk	Katherine A. Craig-Comin	Election Worker	8/11/2025	\$15.00
Town Clerk	Katherine Holden	Election Worker	8/11/2025	\$15.00
Town Clerk	Kathleen M. Salvi	Deputy Inspector	8/11/2025	\$15.00
Town Clerk	Ken Veznaian	Election Worker	8/11/2025	\$15.00
Town Clerk	Kenneth Gasse	Election Worker	8/11/2025	\$15.00
Town Clerk	Kenneth Ozoonian	Election Worker	8/11/2025	\$15.00
Town Clerk	Kenneth Tucci	Inspector	8/11/2025	\$15.00
Town Clerk	Leo Greene	Election Worker	8/11/2025	\$15.00

Town Clerk	Linda D'Andrea	Election Worker	8/11/2025	\$15.00
Town Clerk	Linda Kosinski	Election Worker	8/11/2025	\$15.00
Town Clerk	Linda O'Connell	Election Worker	8/11/2025	\$15.00
Town Clerk	Lisa Martin Rigoli	Election Worker	8/11/2025	\$15.00
Town Clerk	Lisa Reid	Election Worker	8/11/2025	\$15.00
Town Clerk	Luan Maria Giannone	Election Worker	8/11/2025	\$15.00
Town Clerk	Marcia Jacobs	Inspector	8/11/2025	\$15.00
Town Clerk	Marcia O'Donnell	Deputy Inspector	8/11/2025	\$15.00
Town Clerk	Margaret Sullivan	Election Worker	8/11/2025	\$15.00
Town Clerk	Margaret Tenczar	Election Worker	8/11/2025	\$15.00
Town Clerk	Marie Holbrook	Election Worker	8/11/2025	\$15.00
Town Clerk	Marilyn Blumsack	Deputy Inspector	8/11/2025	\$15.00
Town Clerk	Mark Thibodeau	Election Worker	8/11/2025	\$15.00
Town Clerk	Martha Mahoney	Election Worker	8/11/2025	\$15.00
Town Clerk	Mary D. Barry	Election Worker	8/11/2025	\$15.00
Town Clerk	Mary Jane Bausemer	Inspector	8/11/2025	\$15.00
Town Clerk	MaryKate Allard	Election Worker	8/11/2025	\$15.00
Town Clerk	Matt Murphy	Election Worker	8/11/2025	\$15.00
Town Clerk	Matthew Gosselin	Election Worker	8/11/2025	\$15.00
Town Clerk	Michael Wartman	Election Worker	8/11/2025	\$15.00
Town Clerk	Myrna L. Zetlan	Election Worker	8/11/2025	\$15.00
Town Clerk	Nancy Buckley	Election Worker	8/11/2025	\$15.00
Town Clerk	Nancy E. Donahue	Deputy Clerk	8/11/2025	\$15.00
Town Clerk	Nancy Earnley	Election Worker	8/11/2025	\$15.00
Town Clerk	Nancy Mulvey	Deputy Inspector	8/11/2025	\$15.00
Town Clerk	Nancy Simili	Clerk	8/11/2025	\$15.00
Town Clerk	Nancy Vogel	Deputy Clerk	8/11/2025	\$15.00
Town Clerk	Nathan Walkup	Clerk	8/11/2025	\$15.00
Town Clerk	Norma A. Gammon	Election Worker	8/11/2025	\$15.00
Town Clerk	Norman Rice	Warden	8/11/2025	\$17.00
Town Clerk	Pamela Silevitch	Election Worker	8/11/2025	\$15.00
Town Clerk	Patricia Boutin-Skene	Inspector	8/11/2025	\$15.00
Town Clerk	Patricia Dell-Ross	Election Worker	8/11/2025	\$15.00
Town Clerk	Patricia Donahue	Election Worker	8/11/2025	\$15.00
Town Clerk	Patricia Fleming	Warden	8/11/2025	\$17.00
Town Clerk	Patrick Donahue	Inspector	8/11/2025	\$15.00
Town Clerk	Paul Dick	Election Worker	8/11/2025	\$15.00
Town Clerk	Paul G. Ordman	Election Worker	8/11/2025	\$15.00
Town Clerk	Paul Meehan	Election Worker	8/11/2025	\$15.00
Town Clerk	Peter H. Schwind	Election Worker	8/11/2025	\$15.00
Town Clerk	Pratima Jayakumar	Election Worker	8/11/2025	\$15.00
Town Clerk	Prudence Barker	Election Worker	8/11/2025	\$15.00
Town Clerk	Qiong Qiao	Election Worker	8/11/2025	\$15.00

Town Clerk	Rajiv Chopra	Clerk	8/11/2025	\$15.00
Town Clerk	Rebecca Kelley-Morgan	Election Worker	8/11/2025	\$15.00
Town Clerk	Rebecca Tola	Deputy Clerk	8/11/2025	\$15.00
Town Clerk	Reginald S. Stapczynski	Clerk	8/11/2025	\$15.00
Town Clerk	Remi Machet	Warden	8/11/2025	\$17.00
Town Clerk	Renee Elaine Manning	Clerk	8/11/2025	\$15.00
Town Clerk	Richard M. Lincoln Vogel	Deputy Warden	8/11/2025	\$16.00
Town Clerk	Robert A. Friedenson	Clerk	8/11/2025	\$15.00
Town Clerk	Robert Banta	Election Worker	8/11/2025	\$15.00
Town Clerk	Robert Decelle	Warden	8/11/2025	\$17.00
Town Clerk	Robin Manning	Deputy Warden	8/11/2025	\$16.00
Town Clerk	Ron Rieder	Election Worker	8/11/2025	\$15.00
Town Clerk	Roseann Lee	Election Worker	8/11/2025	\$15.00
Town Clerk	Rosemary Murphy	Election Worker	8/11/2025	\$15.00
Town Clerk	Ruth Emerton	Inspector	8/11/2025	\$15.00
Town Clerk	Ruth Martin	Election Worker	8/11/2025	\$15.00
Town Clerk	Sanders Witman	Election Worker	8/11/2025	\$15.00
Town Clerk	Sandra DiVincenzo	Election Worker	8/11/2025	\$15.00
Town Clerk	Sandra Fay	Election Worker	8/11/2025	\$15.00
Town Clerk	Sandra Levine	Election Worker	8/11/2025	\$15.00
Town Clerk	Sandra Minkkinen	Election Worker	8/11/2025	\$15.00
Town Clerk	Sarah Arden Slaughter	Election Worker	8/11/2025	\$15.00
Town Clerk	Sarah Buck	Election Worker	8/11/2025	\$15.00
Town Clerk	Scott Dianis	Election Worker	8/11/2025	\$15.00
Town Clerk	Sharon Magnuson	Inspector	8/11/2025	\$15.00
Town Clerk	Shiva Sheel	Warden	8/11/2025	\$17.00
Town Clerk	Stephanie Yang	Election Worker	8/11/2025	\$15.00
Town Clerk	Steve Buccieri	Election Worker	8/11/2025	\$15.00
Town Clerk	Steven Knapp	Election Worker	8/11/2025	\$15.00
Town Clerk	Steven Rosenfeld	Election Worker	8/11/2025	\$15.00
Town Clerk	Steven Wallingford	Election Worker	8/11/2025	\$15.00
Town Clerk	Susan B. Yavner	Deputy Warden	8/11/2025	\$16.00
Town Clerk	Susan Fried	Election Worker	8/11/2025	\$15.00
Town Clerk	Susan Hunter	Election Worker	8/11/2025	\$15.00
Town Clerk	Susan Rice	Deputy Clerk	8/11/2025	\$15.00
Town Clerk	Susan Thomson	Deputy Warden	8/11/2025	\$16.00
Town Clerk	Susan Wartman	Election Worker	8/11/2025	\$15.00
Town Clerk	Suzanne Hornick	Election Worker	8/11/2025	\$15.00
Town Clerk	Suzanne Soo Hoo	Election Worker	8/11/2025	\$15.00
Town Clerk	Sylvia Stevens	Clerk	8/11/2025	\$15.00
Town Clerk	Sylvia Stevens	Election Worker	8/11/2025	\$15.00
Town Clerk	Thomas Anzuoni	Election Worker	8/11/2025	\$15.00
Town Clerk	Thomas Rando	Election Worker	8/11/2025	\$15.00

Town Clerk	Timothy Carter	Deputy Warden	8/11/2025	\$16.00
Town Clerk	Vicki Keene	Election Worker	8/11/2025	\$15.00
Town Clerk	Wendy Grobicki	Election Worker	8/11/2025	\$15.00
Town Clerk	William Webber	Election Worker	8/11/2025	\$15.00
Town Clerk	Zuhayr Ahmed	Election Worker	8/11/2025	\$15.00

X. Approval of Minutes

- A. Board to approve minutes from the following meetings:
 1. June 26, 2025

XI. Executive Session

- A. Board to vote to go into Executive Session pursuant to option 3 to discuss strategy with respect to litigation filed by Fusion Learning; and for the Chair to declare that an open session may have a detrimental effect on the negotiating position and litigation position of the Town; and
- B. Board to vote to go into Executive Session pursuant purpose 7 to approve and release or not release Executive Session minutes of July 14, 2025; and not to return to open session.

XII. Adjourn

Summary of Town Manager Staff Appointments

The Town Manager is pleased to announce the following appointments:

Department	Name	Position	Date of Hire	Rate/Term
Administration & Finance	Karen Smith <i>(Lisa Van Campen)</i>	Office Assistant – Assessor’s Office	8/25/2025	\$65,494.10/year
Department of Public Works	Christopher George <i>(Scott Bernard)</i>	Working Foreman – Highway Division	8/11/2025	\$78,878.81/year
Police Department	Sean Vasque <i>(Jalen Howard)</i>	Patrol Officer	9/3/2025	\$81,164.90/year

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

RECEIVED
TOWN CLERK'S OFFICE
JULY -8 PM 2:56
TOWN OF ANDOVER, MA

TOWN OF ANDOVER, MASSACHUSETTS



PRIVATE UTILITY PETITION CHECKLIST

TO BE FILLED OUT BY PETITIONER

COMPANY: NATIONAL GRID # 31127384
PROJECT MANAGER NAME: Peter Ng
PROJECT MANAGER CONTACT NUMBER: 508-468-9513
LIST OF ADDRESSES IMPACTED BY PROPOSED WORK:
36 (Chandler Rd, ANDOVER MA)
PETITIONER IS REQUIRED TO ATTACH PICTURES SHOWING AREA OF PROPOSAL
PICTURES HAVE BEEN ATTACHED YES

TO BE FILLED OUT BY TOWN OF ANDOVER STAFF

DPW
SUPPORT PROJECT (YES / NO) SIGNATURE: *[Signature]*
COMMENTS: TITLE: Deputy Director of DPW

POLICE DEPARTMENT
SUPPORT PROJECT (YES / NO) SIGNATURE: _____
COMMENTS: TITLE: _____

FIRE DEPARTMENT
SUPPORT PROJECT (YES / NO) SIGNATURE: _____
COMMENTS: TITLE: _____

RECEIVED
TOWN CLERK'S OFFICE
MAY -8 PM 2:54
TOWN OF ANDOVER, MA

TOWN OF ANDOVER, MASSACHUSETTS



PRIVATE UTILITY PETITION CHECKLIST

TO BE FILLED OUT BY PETITIONER

COMPANY: NATIONAL GRID	# 31127384
PROJECT MANAGER NAME: Peter Ng	
PROJECT MANAGER CONTACT NUMBER: 508-468-9513	
LIST OF ADDRESSES IMPACTED BY PROPOSED WORK:	
36 (Chandler Rd, ANDOVER MA)	
PETITIONER IS REQUIRED TO ATTACH PICTURES SHOWING AREA OF PROPOSAL	
PICTURES HAVE BEEN ATTACHED	YES

TO BE FILLED OUT BY TOWN OF ANDOVER STAFF

<u>DPW</u>	
SUPPORT PROJECT (YES / NO)	SIGNATURE: _____
COMMENTS:	TITLE: _____

<u>POLICE DEPARTMENT</u>	
SUPPORT PROJECT (YES / NO)	SIGNATURE: <i>K. E. [Signature]</i>
COMMENTS:	TITLE: <i>Executive Officer</i>

<u>FIRE DEPARTMENT</u>	
SUPPORT PROJECT (YES / NO)	SIGNATURE: _____
COMMENTS:	TITLE: _____

ANDOVER TOWN CLERK
RCUD 2025 MAY 12 AM 10:58

RECEIVED
TOWN CLERK'S OFFICE

TOWN OF ANDOVER, MASSACHUSETTS

MAY -8 PM 2:54
TOWN OF ANDOVER, MA



PRIVATE UTILITY PETITION CHECKLIST

TO BE FILLED OUT BY PETITIONER

COMPANY: NATIONAL GRID # 31127384
PROJECT MANAGER NAME: Peter Ng
PROJECT MANAGER CONTACT NUMBER: 508-488-9513
LIST OF ADDRESSES IMPACTED BY PROPOSED WORK:
36 (Chandler Rd, ANDOVER MA)
PETITIONER IS REQUIRED TO ATTACH PICTURES SHOWING AREA OF PROPOSAL
PICTURES HAVE BEEN ATTACHED YES

TO BE FILLED OUT BY TOWN OF ANDOVER STAFF

DPW
SUPPORT PROJECT (YES / NO) SIGNATURE: _____
TITLE: _____
COMMENTS:

POLICE DEPARTMENT
SUPPORT PROJECT (YES / NO) SIGNATURE: _____
TITLE: _____
COMMENTS:

FIRE DEPARTMENT
SUPPORT PROJECT (YES / NO) SIGNATURE: *[Signature]*
TITLE: Chief
COMMENTS:

ANDOVER TOWN CLERK
RCUO 2025 MAY 12 AM 10:58



RECEIVED
TOWN CLERK'S OFFICE
2025 MAY -8 PM 2: 54
TOWN OF ANDOVER, MA

April 7, 2025

To the Board of Selectmen of Andover, Massachusetts

To Whom It May Concern:

Enclosed please find a petition of NATIONAL GRID and VERIZON, covering joint NATIONAL GRID-VERIZON pole location(s)

If you have any questions regarding this permit, please contact:

Chad Bonin (781) 423-3087 or cbonin@cpteng.com

Please notify National Grid's Jenn Iannalfo of the **hearing date / time** to Jennifer.Iannalfo@nationalgrid.com

If this petition meets with your approval, please return an executed copy to each of the above-named Companies.

National Grid: Jennifer Iannalfo, 1101 Turnpike Street; North Andover, MA 01845.

Very truly yours,

Dave Johnson

Dave Johnson
Supervisor, Distribution Design

Enclosures

RECEIVED
TOWN CLERK'S OFFICE
2025 MAY -8 PM 2: 54
TOWN OF ANDOVER, MA

Questions contact Central Design - Chad Bonin (781) 423-3087 or cbonin@cpteng.com

PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

North Andover, Massachusetts

To the Board of Selectmen
of Andover, Massachusetts

Massachusetts Electric Company d/b/a NATIONAL GRID and Verizon New England, Inc requests permission to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way:

Chandler Road - National Grid to install 1 JO pole on Chandler Road beginning at a point approximately 25 feet North-East of the centerline of the intersection of Chandler Road and continuing approximately 25 feet in a South-West direction. National Grid will install a new mid-span pole, pole 3139-50 on Chandler Road, Andover, MA.

Location approximately as shown on plan attached.

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to erect and maintain poles and wires, together with such sustaining and protecting fixtures as it may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked – Chandler Road - Andover, Massachusetts.

No.# 31127384

Also, for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioner agrees to reserve space for one cross-arm at a suitable point on each of said poles for the fire, police, telephone, and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

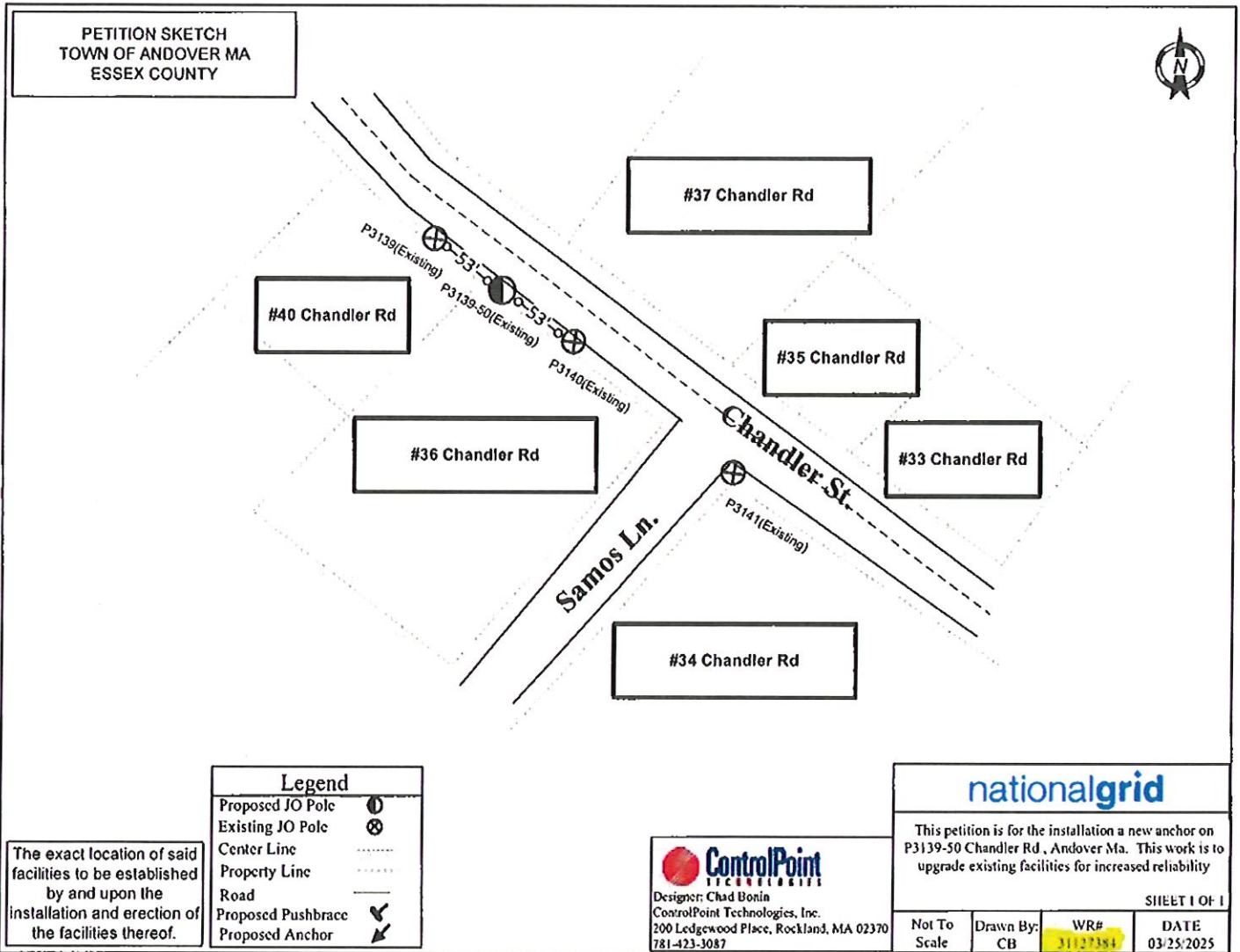
Massachusetts Electric Company d/b/a
NATIONAL GRID *Dave Johnson*

BY _____
Engineering Department

VERIZON NEW ENGLAND, INC.

BY _____
Manager / Right of Way

RECEIVED
 TOWN CLERK'S OFFICE
 2025 MAY -8 PM 2:54
 TOWN OF ANDOVER, MA



PETITION SKETCH
 TOWN OF ANDOVER MA
 ESSEX COUNTY



Legend	
Proposed JO Pole	⊕
Existing JO Pole	⊗
Center Line	—
Property Line	- - -
Road	—
Proposed Pushbrace	↙
Proposed Anchor	↘

The exact location of said facilities to be established by and upon the installation and erection of the facilities thereof.

ControlPoint
 TECHNOLOGIES
 Designer: Chad Bonta
 ControlPoint Technologies, Inc.
 200 Ledgewood Place, Rockland, MA 02370
 781-423-3087

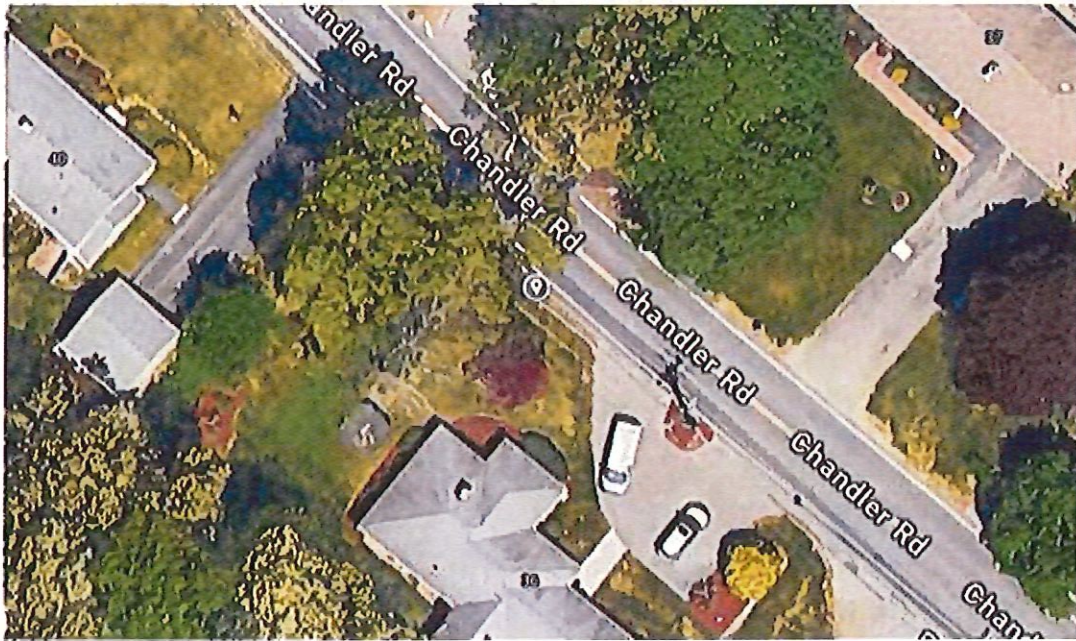
nationalgrid

This petition is for the installation a new anchor on P3139-50 Chandler Rd., Andover Ma. This work is to upgrade existing facilities for increased reliability

SHEET 1 OF 1

Not To Scale	Drawn By: CB	WR# 31127384	DATE 03/25/2025
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RECEIVED
TOWN CLERK'S OFFICE
2025 MAY -8 PM 2: 54
TOWN OF ANDOVER, MA



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TOWN OF ANDOVER, MA



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TOWN CLERK'S OFFICE
2025 MAY -8 PM 2: 54
TOWN OF ANDOVER, MA



LAW OFFICES OF
STEVEN M. VAILLANCOURT

279 Main Street, Fitchburg, MA 01420
(978) 353-8608

Licensed in MA and NH

Steven M. Vaillancourt, Esq.

Daniel G. Saltzman, Esq. (Admitted in MA)
Andrew Sprow, Esq. (Admitted in MA)

Direct: (978) 578-7851
Facsimile: (603) 589-1193
andrew@vaillancourtllaw.com

July 14, 2025

By Hand

Mr. Austin Simko, Town Clerk
Town of Andover
36 Bartlet Street
Andover, MA 01810

**Re: Application for a New Liquor License;
Applicant: Bandoleros Andover, Inc.**

Dear Mr. Simko:

Enclosed please find Application for a New License along with attendant documentation in behalf of Bandoleros Andover, Inc. Also enclosed is a check to the Town of Andover in the amount of \$125.00. Kindly file in your usual manner and please do not hesitate to contact the undersigned should there be any questions.

Thank you for your courtesy and attention.

Very truly yours,



Andrew Sprow, Esq.

AVS/
enclosures
cc: Mr. Elmer Melendez

Listing of Documents Filed

Application for a New License
Bandoleros Andover, Inc.

1. Application for New License (with Continuation Pages);
2. Corporate Vote;
3. ABCC Monetary Transmittal Form;
4. ABCC Filing Fee Payment Confirmation;
5. Articles of Organization;
6. Statement of Change of Supplemental Information Contained in Article VIII of Articles of Organization;
7. CORI Authorization Forms and Driver's Licenses (Elmer Melendez; Gabino Angel);
8. Proof of United States Citizenship for Gabino Angel (US Passport);
9. Supporting Financial Records;
10. Commercial Lease of Premises;
11. Floor Plans of Premises;
12. Certificate of Tax Compliance – Massachusetts Department of Revenue
13. Certificate of Liability Insurance – Workers' Compensation; Liquor Liability
14. Workers' Compensation Insurance Affidavit
15. TIPS Certification Forms (Elmer Melendez; Gabino Angel)

(N.B. - Certificate of Compliance from the Massachusetts Department of Unemployment Assistance is not filed with this application as the applicant has not, as of yet, hired any employees.)



**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:	Bandoleros Andover, Inc.
DBA:	
PREMISE ADDRESS:	429 South Main Street Andover, MA 01810
MANAGER/CONTACT NAME:	Elmer Melendez
EMAIL:	[REDACTED]
PHONE:	[REDACTED]
BUSINESS MAILING ADDRESS: (if different from premise)	52 Brook Lane Gardner, MA 01440
FID/SS#:	[REDACTED]

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 checked="" 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 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: _____

Date: 07/16/2025

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

**CRIMINAL OFFENDER RECORD INFORMATION (CORI)
ACKNOWLEDGEMENT FORM**

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

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

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

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

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

SIGNATURE: _____

DATE: _____

07/16/2025

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

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



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

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

SUBJECT INFORMATION:	
Last Name:	Melendez
First Name:	Elmer
Middle Name:	O.
Suffix:	
Maiden Name (or other name(s) by which you have been known):	
Date of Birth:	07/26/1972
Place of Birth:	El Salvador
Last Six Digits of Your Social Security # (REQUIRED):	██████████
Sex:	Male
Height:	5 ft. 5 in.
Eye Color:	Green
Race:	Caucasian/Hispanic
Drive License or ID #:	██████████
State of Issue:	MA
Mother's Full/Maiden Name:	██████████
Father's Full Name:	██████████
Current Address:	52 Brook Lane Gardner, MA 01440
Former Address:	68 East Main Street Ayer, MA 01432

Office Use Only

The above information was verified by reviewing the following form(s) of government issued identification:

Driver's License Certified Birth Certificate US Passport Other _____

VERIFIED BY:

Kathryn Forina

Name of Verifying Employee (Please Print)

Kathryn Forina

Signature of Verifying Employee



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

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

CRIMINAL RECORD INFORMATION FORM

This form must be completed by all Managers, Directors, Stockholders, and Officers.

BUSINESS/ENTITY NAME:	Bandoleros Andover, Inc.
APPLICANT NAME:	Elmer O. Melendez
APPLICANT ADDRESS:	52 Brook Lane
	Gardner, MA 01440
OCCUPATION:	Restaurateur
BIRTHPLACE:	El Salvador
DATE OF BIRTH:	07/26/1972

If you have any record of misdemeanors including: drunkenness, simple assault, speeding, minor traffic violations, affray or disturbance of the peace, and such offences were disposed of ten or more years prior to the filing of this application, you may be considered to have NO RECORD for the purpose of furnishing this department information as to your criminal record.

I, Elmer O. Melendez, applicant for a Alcoholic Beverages license
(name) (license type)
in the Town of Andover, hereby state that I have not been convicted for violation of a state or federal narcotic law.

I do hereby state that I have no record of criminal convictions in any state or federal court except those listed as follows:

I do hereby state that I have no pending criminal charges against me for any criminal violations in any state or federal court except those listed as follows:

Signed and subscribed to under the pains and penalties of perjury on this
16TH day of JULY, 2025.
(date) (month) (year)

Signature:

Any statements contained herein found to be untrue shall be cause for the cancellation and/or revocation of any license granted to the applicant or corporation in which they are a principal or agent.



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

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

**CRIMINAL OFFENDER RECORD INFORMATION (CORI)
ACKNOWLEDGEMENT FORM**

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

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

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

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

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

SIGNATURE: _____

DATE: _____

07/16/2025

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

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



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

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

SUBJECT INFORMATION:	
Last Name:	Angel
First Name:	Gabino
Middle Name:	
Suffix:	
Maiden Name (or other name(s) by which you have been known):	
Date of Birth:	03/10/2004
Place of Birth:	Atlanta, Georgia
Last Six Digits of Your Social Security # (REQUIRED):	████████
Sex:	Male
Height:	5 ft. 6 in.
Eye Color:	Brown
Race:	Caucasian/Hispanic
Drive License or ID #:	████████
State of Issue:	MA
Mother's Full/Maiden Name:	████████
Father's Full Name:	████████
Current Address:	138 Myrtle Avenue Fitchburg, MA 01420
Former Address:	61 W. Broadway, Apt. 307 Gardner, MA 01440

Office Use Only

The above information was verified by reviewing the following form(s) of government issued identification:

- Driver's License Certified Birth Certificate US Passport Other _____

VERIFIED BY: Kathryn Forina
Name of Verifying Employee (Please Print)
Kathryn Forina
Signature of Verifying Employee



TOWN OF ANDOVER

TOWN CLERK'S OFFICE

36 Bartlet Street

Andover, MA 01810

978-623-8230 | www.andoverma.us

CRIMINAL RECORD INFORMATION FORM

This form must be completed by all Managers, Directors, Stockholders, and Officers.

BUSINESS/ENTITY NAME:	Bandoleros Andover, Inc.
APPLICANT NAME:	Gabino Angel
APPLICANT ADDRESS:	138 Myrtle Avenue Fitchburg, Ma 01420
OCCUPATION:	Restaurant Manager
BIRTHPLACE:	Atlanta, Georgia
DATE OF BIRTH:	03/10/2004

If you have any record of misdemeanors including: drunkenness, simple assault, speeding, minor traffic violations, affray or disturbance of the peace, and such offences were disposed of ten or more years prior to the filing of this application, you may be considered to have NO RECORD for the purpose of furnishing this department information as to your criminal record.

I, Gabino Angel, applicant for a Alcoholic Beverages license
(name) (license type)
in the Town of Andover, hereby state that I have not been convicted for violation of a state or federal narcotic law.

I do hereby state that I have no record of criminal convictions in any state or federal court except those listed as follows:

I do hereby state that I have no pending criminal charges against me for any criminal violations in any state or federal court except those listed as follows:

Signed and subscribed to under the pains and penalties of perjury on this

16TH day of JULY, 2025.
(date) (month) (year)

Signature: _____

Any statements contained herein found to be untrue shall be cause for the cancellation and/or revocation of any license granted to the applicant or corporation in which they are a principal or agent.



TOWN OF ANDOVER

TOWN CLERK'S OFFICE

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

**SALE OF ALCOHOL ON PATIO & OUTDOOR AREAS
ADDENDUM**

If you are applying to include a patio and/or outdoor area in your licensed premises, you must provide the following additional information. This application will also be forwarded to the Building Division and Planning Division to determine if any additional permits are necessary.

SECTION 1: RESTRICTIONS/CONDITIONS

1. Are the premises (existing and/or proposed) subject to any easements, covenants, or deed restrictions regarding use of the property and/or service of alcohol?

YES NO

If yes, please provide copies of the easements, covenants, or deed restrictions.

2. Are the premises (existing and/or proposed) subject to any Zoning Board of Appeals, Site Plan, or Subdivision conditions or restrictions?

YES NO

If yes, please provide copies of the conditions and/or restrictions.

SECTION 2: WRITTEN DESCRIPTION OF PROPOSED PREMISES

3. Describe the proposed outdoor area including the dimensions, number of tables and chairs, proposed occupancy figures, whether there are any proposed outdoor bars and how the area will be enclosed.

See Attached Continuation Page

4. Describe in detail the proposed type of fence, rope or other means of proposed enclosure.

See Attached Continuation Page

5. Describe the proposed use of the outdoor area. (E.g., tented area for special events, area for outdoor food service, etc.)

See Attached Continuation Page

6. Are outdoor food preparation areas proposed?

YES NO

If yes, please consult the Board of Health.

SECTION 3: REQUIRED PLAN

Submit a detailed, scaled plan of the patio and /or outdoor area showing the proposed:

The existing:

- a) Egress/ingress between the inside premises and the proposed outdoor area
- b) Width of the path of egress/ingress from the inside premises through the outdoor area
- c) Location of proposed tables, chairs, bars, outdoor prep areas, etc.
- d) Location of required signage

All of the above should be clearly labeled.

SECTION 4: ENFORCEMENT

7. Detail how the applicant will ensure alcohol purchased off-premise will not be brought onto or consumed on the outdoor premises.

See Attached Continuation Page

8. Detail how the applicant will ensure patrons do not leave the outdoor premises with alcohol in their possession.

See Attached Continuation Page

PLEASE NOTE:

The patio and / or outdoor area are an extension of new or already approved premises. It is a part of the same license and will have the exact same type of license as the entire premises. That means that the type of alcohol sold and the hours of sale will be the same for the entire premises

Continuation Page

Application for a New License
Bandoleros Andover, Inc.

SALE OF ALCOHOL ON PATIO & OUTDOOR AREAS ADDENDUM

Section 2: Written Description of the Proposed Premises

3. The premises at 429 South Main Street include an exterior concrete patio that is approximately 742 square feet in area. Applicant proposes an occupancy of 60 patrons on the concrete patio with service being provided at 15 tables with four chairs at each table. There are not any proposed outdoor bars. The area will be enclosed by a constructed boundary of short fence posts each connected by a single rope or chain.

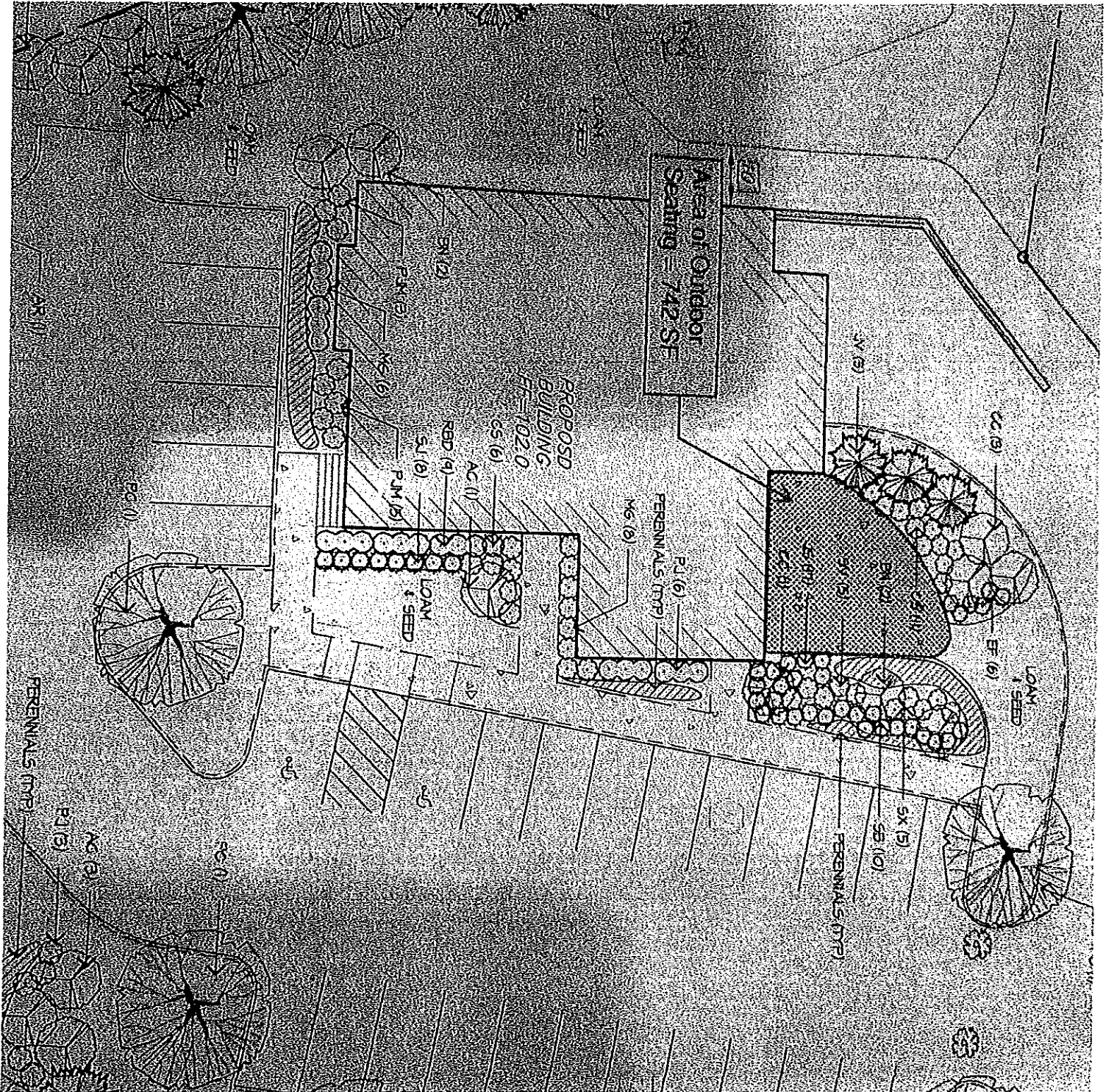
4. The enclosure shall consist of a constructed boundary of short fence posts each connected by a single rope or chain. The area shall also be enclosed by a boundary of varied shrubbery.

5. The concrete patio area will be used for outdoor food and drink service.

Section 4: Enforcement

7. In order to ensure that alcohol purchased off-premises will not be brought onto or consumed on the outdoor premises, staff members and servers shall regularly circulate about the outdoor premises to enforce the requirement that no alcohol purchased off-premises will be present. There shall be video monitoring of the area and all servers shall be TIPS trained and certified. Staff members and servers shall immediately report to the manager and promptly correct any patron non-compliance with the licensing requirement.

8. In order to ensure that patrons do not leave the outdoor premises with alcohol in their possession, staff members and servers shall regularly circulate about the outdoor premises ensuring that patrons do not leave the outdoor premises with alcohol in their possession. There shall be video monitoring of the area and all servers shall be TIPS trained and certified. Staff members and servers shall immediately report to the manager and promptly correct any patron non-compliance with the licensing requirement.





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

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

TAX FORM

APPLICANT NAME: Bandoleros Andover, Inc.

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)

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

Elmer Melendez, President

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

APPLICATION FOR A NEW LICENSE

Municipality

Andover

1. LICENSE CLASSIFICATION INFORMATION

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

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

Applicant seeks an on premises, all alcoholic beverages license for restaurant and bar to be opened at 429 South Main St., Andover, MA 01810. The business concern intends to operate a full service restaurant and bar serving lunch and dinner, which may also offer takeout service. The restaurant will be Mexican fare themed. The intended hours of operation are as follows: Monday through Saturday from 11:00 a.m. until 10:00 p.m.; Sunday from 11:00 a.m. until 9:00 p.m.

Is this license application pursuant to special legislation?

Yes No

Chapter

Acts of

2. BUSINESS ENTITY INFORMATION

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

Entity Name: Bandoleros Andover, Inc. FEIN:

DBA: Manager of Record: Gabino Angel

Street Address: 429 South Main St., Andover, MA 01810

Phone: Email:

Alternative Phone: Website:

3. DESCRIPTION OF PREMISES

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

See Continuation Page 3 attached hereto.

Total Square Footage:	7,400	Number of Entrances:	Four	Seating Capacity:	126
Number of Floors:	Three	Number of Exits:	Four	Occupancy Number:	146

4. APPLICATION CONTACT

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

Name: Andrew Sprow, Esq. Phone: (978) 578-7851
 Title: Attorney at Law Email: andrew@vaillancourtllaw.com

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

Entity Legal Structure	<input style="width:90%;" type="text" value="Corporation"/>	Date of Incorporation	<input style="width:90%;" type="text" value="06/03/2025"/>
State of Incorporation	<input style="width:90%;" type="text" value="Massachusetts"/>	Is the Corporation publicly traded? <input type="radio"/> Yes <input checked="" type="radio"/> No	

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

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

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

Name of Principal	Residential Address	SSN	DOB
<input style="width:95%;" type="text" value="Elmer Melendez"/>	<input style="width:95%;" type="text" value="52 Brook Ln., Gardner, MA 01440"/>	<input style="width:95%;" type="text" value="REDACTED"/>	<input style="width:95%;" type="text" value="07/26/1972"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input style="width:95%;" type="text" value="President/Treasurer/Director"/>	<input style="width:95%;" type="text" value="100%"/>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width:95%;" type="text" value="Gabino Angel"/>	<input style="width:95%;" type="text" value="138 Myrtle Avenue, Fitchburg, MA 01420"/>	<input style="width:95%;" type="text" value="REDACTED"/>	<input style="width:95%;" type="text" value="03/10/2004"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input style="width:95%;" type="text" value="Director"/>	<input style="width:95%;" type="text" value="0%"/>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Additional pages attached? Yes No

CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions. Yes No

APPLICATION FOR A NEW LICENSE

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
See Continuation Page 6 hereto attached.			

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
See Continuation Page 6 hereto attached.			

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

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

7. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name Andover Village Associates, LLC

Landlord Phone (978) 409-2328 ext. 14

Landlord Email twalsh@ksarealtyllc.com

Landlord Address 429 South Main St., Andover, MA 01810

Lease Beginning Date July 1, 2025

Rent per Month \$12,000.00

Lease Ending Date June 30, 2028

Rent per Year \$144,000.00

Will the Landlord receive revenue based on percentage of alcohol sales?

Yes No

APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	<input type="text"/>
B. Purchase Price for Business Assets	<input type="text"/>
C. Other * (Please specify below)	\$60,000.00
D. Total Cost	\$60,000.00

*Other Cost(s): (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):"

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
Elmer Melendez (personal funds)	\$60,000.00
Total:	\$60,000.00

SOURCE OF FINANCING

Please provide signed financing documentation.

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

FINANCIAL INFORMATION

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

Applicant's principal has contributed personal funds from his bank accounts in the amount of \$60,000. Said expenditures encompass initial start-up costs and inventory purchase. Real property along with furniture, fixtures and equipment are to be leased by Applicant from the owner of the premises.

9. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? Yes No

Please indicate what you are seeking to pledge (check all that apply) License Stock Inventory

To whom is the pledge being made?

10. MANAGER APPLICATION

A. MANAGER INFORMATION

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

Proposed Manager Name Date of Birth SSN

Residential Address

Email Phone

Please indicate how many hours per week you intend to be on the licensed premises

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen/Qualified Alien under the Immigration and Nationality Act? Yes No

If yes, attach one of the following documents: US Passport, Voter's Certificate, Birth Certificate, Naturalization Papers, Permanent Resident Card "Green Card", or Employment Authorization Document.

Have you ever been convicted of a state, federal, or military crime? Yes No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name
		See Continuation Page 10 hereto attached.		

D. PRIOR DISCIPLINARY ACTION

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

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

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

Manager's Signature Date

11. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?
 If yes, please fill out section 11.

Yes No

Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

IMPORTANT NOTE: A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does not pertain to a liquor license manager that is employed directly by the entity.*

11A. MANAGEMENT ENTITY

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in the management Entity (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name	Address	Phone	
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	
Name of Principal	Residential Address	SSN	DOB
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Title and or Position	Percentage of Ownership	Director	US Citizen
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN		DOB
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>		<input style="width: 100%;" type="text"/>
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN		DOB
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>		<input style="width: 100%;" type="text"/>
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN		DOB
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>		<input style="width: 100%;" type="text"/>
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?
 If yes, attach an affidavit providing the details of any and all convictions.

Yes No

11B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES

LICENSE

Does any individual or entity identified in question 11A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

11C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 11A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

11D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 11A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Licensee Name	License Type	Municipality	Date(s) of Agreement

11E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Has any of the disclosed licenses listed in questions in section 11B, 11C, 11D ever been suspended, revoked or cancelled?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

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

11F. TERMS OF AGREEMENT

a. Does the agreement provide for termination by the licensee? Yes No

b. Will the licensee retain control of the business finances? Yes No

c. Does the management entity handle the payroll for the business? Yes No

d. Management Term Begin Date

e. Management Term End Date

f. How will the management company be compensated by the licensee? (check all that apply)

\$ per month/year (indicate amount)

% of alcohol sales (indicate percentage)

% of overall sales (indicate percentage)

other (please explain)

ABCC licensee Officer/LLC Manager

Management Agreement Entity Officer/LLC Manager

Signature:

Signature:

Title:

Title:

Date:

Date:

ADDITIONAL INFORMATION

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

Applicant intends to open a restaurant and bar facility at the premises where Andover Town Market previously and recently operated a similar restaurant and bar facility. Applicant has leased the real property at 429 South Main Street from its present owner, Andover Village Associates LLC. The real property is under contract for sale by the present owner to 429 S Main St LLC. Elmer Melendez, the Applicant's principal, is the sole LLC manager and is the owner of all of the membership interest in 429 S Main St LLC. The lender providing the financing to 429 S Main St LLC for the real property purchase requires the new Alcoholic Beverages License to be approved prior to the time of closing of the purchase. Upon conclusion of the real property purchase transaction 429 S Main St LLC will enter into a long term lease agreement with the Applicant as the lessee. Applicant will not make material changes to the premises and will utilize the same floor plan as that previously utilized by Andover Town Market. Applicant's principal has successfully owned and operated multiple restaurant and bar facilities in the local vicinity since 2007.

APPLICANT'S STATEMENT

I, Elmer Melendez the: sole proprietor; partner; corporate principal; LLC/LLP manager
Authorized Signatory

of Bandoleros Andover, Inc.
Name of the Entity/Corporation

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

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

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

Signature:



Date:

07/15/2025

Title:

President

Continuation Page

Application for a New License
Bandoleros Andover, Inc.

3. Description of the Premises

Premises consist of a two floor building along with an included basement having a total area of approximately 7,400 square feet. There is also an outdoor seating section consisting of a concrete patio enclosed by a boundary of varied shrubbery. The ground floor is approximately 3,800 square feet and includes a dining room, bar area, private/events room, food equipment kitchen, service station, and two restrooms. The second floor is approximately 1,200 square feet and includes a lobby area, three offices, and one restroom. The basement level is approximately 2,400 square feet and includes a food equipment kitchen, walk-in cooler, mechanical room, liquor storage room, and one restroom. There is seating for 126 patrons at the interior of the premises and further available seating for patrons at the exterior concrete patio. There are four exterior points of ingress and egress with three being located at the ground floor of the premises and one being located at the basement level of the premises. Patron parking is provided for in the lot adjacent to the premises.

Continuation Page

Application for a New License
Bandoleros Andover, Inc.

6A. Interest In An Alcoholic Beverages License

<u>Name</u>	<u>License Type</u>	<u>License Name</u>	<u>Municipality</u>
Elmer Melendez	Section 12 Restaurant	Melendez Magana, Inc.	Concord
Elmer Melendez	Section 12 Restaurant	Dario's On Main Inc.	Fitchburg
Elmer Melendez	Section 12 Restaurant	Tacos Tequilas Inc.	Fitchburg
Elmer Melendez	Section 12 Restaurant	Mexican Grill, Inc.	Devens
Elmer Melendez	Section 12 Restaurant	Dario's Concord Inc.	Concord

6B. Previously Held Interest In An Alcoholic Beverages License

<u>Name</u>	<u>License Type</u>	<u>License Name</u>	<u>Municipality</u>
Elmer Melendez	Section 12 Restaurant	Melendez Magana, Inc.	Lunenburg
Elmer Melendez	Section 12 Restaurant	Dario's Diner, Inc.	Fitchburg

(N.B. – Melendez Magana, Inc. has ceased operations in Lunenburg and Certificate of Cancellation of Liquor License has been issued. Dario's Diner, Inc. has ceased operations in Fitchburg and the Liquor License has been surrendered to the municipality.)

Continuation Page

Application for a New License
Bandoleros Andover Inc.

6. Proposed Officers, Stock or Ownership Interest

Criminal History

AFFIDAVIT OF ELMER MELENDEZ

I, the undersigned affiant, after being duly sworn, do depose and state as follows:

1. My name is Elmer Melendez and I reside at 52 Brook Lane, Gardner, Massachusetts. I am the president, treasurer, the sole shareholder, and a director of Bandoleros Andover, Inc. This affidavit is submitted in support of Application for New License of Bandoleros Andover, Inc.
2. In late 2010 I was arrested and charged, in the Middlesex District Court, Concord Division, with Operating Under the Influence of Intoxicating Liquor. I was convicted of that charge in said Court. My belief is that I was also charged with a marked lanes violation. I was sentenced to a period of probation and was required to complete a driver alcohol education program in addition to the payment of assessed fines and fees. My probation was terminated following my completion of the probationary period, completion of the education program, and payment of the fines and fees.

Signed under the pains and penalties of perjury this 15TH day of
JULY, 2025.



Elmer Melendez

Continuation Page

Application for a New License
Bandoleros Andover, Inc.

10. Manager Application

C. Employment Information (Gabino Angel)

<u>Dates</u>	<u>Position</u>	<u>Employer</u>	<u>Supervisor</u>
02/2025 – Present	General Manager	Bandoleros 195 Sudbury Road Concord, MA 01742	Elmer Melendez
08/2021 – 02/2025	Server	Bandoleros Mexican Grill 4 Ryan's Way Devens, MA 01434	Luis Angel



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 A NEW LICENSE

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

ECRT CODE: RETA

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

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

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

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN

STATE

ZIP CODE

For the following transactions (Check all that apply):

- | | | | |
|--|---|---|---|
| <input checked="" type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
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

Your Information

Payment

Receipt

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 and via text message.



Transaction Processed Successfully.

INVOICE #: 06a82208-3bc5-4144-9c7b-bf62ca3939c2

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	Bandoleros Andover Inc.	\$200.00
		\$200.00

Total Convenience Fee: \$4.18

Date Paid: 7/7/2025 1:17:39 PM EDT

Total Amount Paid: \$204.18

Payment On Behalf Of

License Number or Business Name:
Bandoleros Andover, Inc.

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
Steven

Last Name:
Vaillancourt

Address:
279 MAIN ST.

City:
FITCHBURG

State:
MA

Zip Code:
01420

Email Address:
steve@vaillancourtlaw.com

**The Commonwealth of Massachusetts, William Francis Galvin
Corporations Division**

One Ashburton Place - Floor 17, Boston MA 02108-1512 | Phone: 617-727-9640

Articles of Organization

(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)

Minimum Filing Fee:
\$250.00

Identification Number: 001893093 (number will be assigned)

ARTICLE I

The exact name of the corporation is:

BANDOLEROS ANDOVER, INC.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Specify if you want a more limited purpose:

ARTICLE III

State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

Class of Stock	Par value per share (Enter 0 if no Par)	Total authorized number of shares	Total authorized par value	Total Issued and outstanding number of shares
CWP	0.01	20,000	\$200	20,000

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the corporation must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

ARTICLE V

The restrictions, if any, imposed by the articles of organization upon the transfer of shares of stock of any class are:

ARTICLE VI

Other lawful provisions, and if there are no provisions, this article may be left blank.

NOTE: THE PRECEDING SIX (6) ARTICLES ARE CONSIDERED TO BE PERMANENT AND MAY BE CHANGED ONLY BY FILING APPROPRIATE ARTICLES OF AMENDMENT.

ARTICLE VII

The effective date of organization shall be the date and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a later effective date is desired, specify such date, which may not be later than ninety (90) days from the date and time of filing

Later Effective Date (mm/dd/yyyy):

Time (HH:MM)

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the articles of organization.

a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:

Agent name: ELMER MELENDEZ

Number and street: 52 BROOK LANE

Address 2:

City or town: GARDNER

State: MA

Zip code: 01440

c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

Title	Individual Name	Address
PRESIDENT	ELMER MELENDEZ	52 BROOK LANE GARDNER, MA 01440 USA
TREASURER	ELMER MELENDEZ	52 BROOK LANE GARDNER, MA 01440 USA
SECRETARY	ELMER MELENDEZ	52 BROOK LANE GARDNER, MA 01440 USA
DIRECTOR	ELMER MELENDEZ	52 BROOK LANE GARDNER, MA 01440 USA
DIRECTOR	GABINO M ANGEL	138 MYRTLE AVENUE FITCHBURG, MA 01420 USA

d. The fiscal year end (i.e., tax year) of the corporation:

December 31

e. A brief description of the type of business in which the corporation intends to engage:

FULL SERVICE RESTAURANT

f. The street address (post office boxes are not acceptable) of the principal office of the corporation:

Number and street: 52 BROOK LANE

Address 2:

City or town: GARDNER State: MA Zip code: 01440
Country: UNITED STATES

g. Street address where the records of the corporation required to be kept in the Commonwealth are located (post office boxes are not acceptable):

Number and street: 52 BROOK LANE

Address 2:

City or town: GARDNER State: MA Zip code: 01440

Country: UNITED STATES

Which is:

- its principal office an office of its transfer agent
 an office of its secretary/assistant secretary its registered office

Signed this 3 Day of June, 2025 at 15:06 PM by the incorporator(s). (If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)

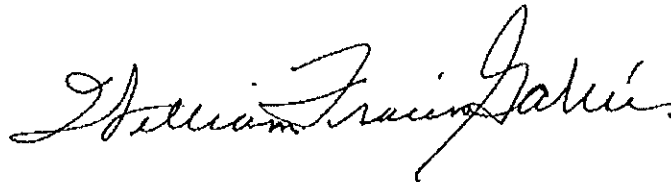
ELMER MELENDEZ

THE COMMONWEALTH OF MASSACHUSETTS

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

deemed to have been filed with me on:

June 03, 2025 03:14 PM

A handwritten signature in cursive script that reads "William Francis Galvin". The signature is written in black ink and is centered on the page.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

**D
PC**

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

FORM 1001 (01/01/2018)

**Statement of Change of Supplemental
Information Contained in Article
VIII of Articles of Organization**

FORM 1001 (01/01/2018)

(General Laws Chapter 156D, Section 2.02 and Section 8.45; 950 CMR 113.17)

(1) Exact name of the corporation: Bandoleros Andover, Inc.

(2) Current registered office address: 52 Brook Lane, Gardner, MA 01440
(number, street, city or town, state, zip code)

(3) The following supplemental information has changed:

(check appropriate box)

Names and addresses of the directors, president, treasurer and secretary (an address need not be specified if the business address of the officer or director is the same as the principal office location):

President: Elmer Melendez

Treasurer: Elmer Melendez

Secretary: Elmer Melendez

Director(s): Elmer Melendez; Gabino Angel, 138 Myrtle Avenue, Fitchburg, MA 01420

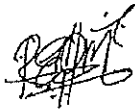
Fiscal year end: _____
(month, day)

Principal office address: _____
(number, street, city or town, state, zip code)

Type of business in which the corporation intends to engage:

Other:

This certificate is effective at the time and on the date approved by the Division, unless a later effective date not more than 90 days from the date of filing is specified: _____



Signed by: _____
(signature of authorized individual)

- Chairman of the board of directors,
- President,
- Other officer,
- Court-appointed fiduciary,

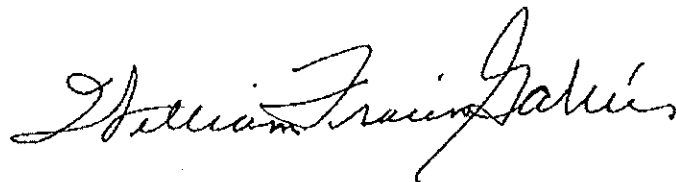
on this 30TH day of JUNE, 2025

THE COMMONWEALTH OF MASSACHUSETTS

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

deemed to have been filed with me on:

July 01, 2025 11:30 AM

A handwritten signature in cursive script, reading "William Francis Galvin". The signature is written in black ink and is centered on the page.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



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

JEAN M. LORIZIO, ESQ.
CHAIRMAN

CORI REQUEST FORM

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

ABCC LICENSE INFORMATION

ABCC NUMBER: LICENSEE NAME: CITY/TOWN:
(IF EXISTING LICENSEE)

APPLICANT INFORMATION

LAST NAME: FIRST NAME: MIDDLE NAME:
 MAIDEN NAME OR ALIAS (IF APPLICABLE): PLACE OF BIRTH:
 DATE OF BIRTH: SSN: ID THEFT INDEX PIN (IF APPLICABLE):
 MOTHER'S MAIDEN NAME: DRIVER'S LICENSE #: STATE LIC. ISSUED:
 GENDER: HEIGHT: WEIGHT: EYE COLOR:
 CURRENT ADDRESS:
 CITY/TOWN: STATE: ZIP:
 FORMER ADDRESS:
 CITY/TOWN: STATE: ZIP:

PRINT AND SIGN

PRINTED NAME: APPLICANT/EMPLOYEE SIGNATURE:

NOTARY INFORMATION

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

 NOTARY

DIVISION USE ONLY

REQUESTED BY:
SIGNATURE OF CORI AUTHORIZED EMPLOYEE

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



JAMIE M. DOHERTY
Notary Public
Commonwealth of Massachusetts
My Commission Expires
December 26, 2025

MASSACHUSETTS LIMITED-TERM

DRIVER'S LICENSE



Collaborative Registration



4a ISS **03/03/2025**
4b EXP **09/09/2026**
9 CLASS 12 REST
NONE

5c NUMBER [REDACTED]
3 DOB **07/26/1972**
9a END **NONE**

1 **MELENDEZ**
2 **ELMER O**
8 **52 BROOK LN**
GARDNER, MA 01440-4241

Elmer O. Melendez

18 EYES **HAZ**
15 SEX **M** 16 HGT **5'-05"**
5 DD **03/04/2025** Rev 02/22/2010

07/26/72

2062S870
26020601

www.mass.gov/rmv

MA 8/22/2016

07/26/1972

CLASS -

D: Small vehicle less than
26,001 lbs, except school
bus.



ENDORSEMENTS -
NONE

RESTRICTIONS -
NONE

CHANGE OF ADDRESS. PRINT BELOW. PERMANENT INK.



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

JEAN M. LORIZIO, ESQ.
CHAIRMAN

CORI REQUEST FORM

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

ABCC LICENSE INFORMATION

ABCC NUMBER: LICENSEE NAME: CITY/TOWN:

APPLICANT INFORMATION

LAST NAME: FIRST NAME: MIDDLE NAME:

MAIDEN NAME OR ALIAS (IF APPLICABLE): PLACE OF BIRTH:

DATE OF BIRTH: SSN: ID THEFT INDEX PIN (IF APPLICABLE):

MOTHER'S MAIDEN NAME: DRIVER'S LICENSE #: STATE LIC. ISSUED:

GENDER: HEIGHT: WEIGHT: EYE COLOR:

CURRENT ADDRESS:

CITY/TOWN: STATE: ZIP:

FORMER ADDRESS:

CITY/TOWN: STATE: ZIP:

PRINT AND SIGN

PRINTED NAME: APPLICANT/EMPLOYEE SIGNATURE:

NOTARY INFORMATION

On this before me, the undersigned notary public, personally appeared

(name of document signer), proved to me through satisfactory evidence of identification, which were

to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

NOTARY

DIVISION USE ONLY

REQUESTED BY:

SIGNATURE OF CORI AUTHORIZED EMPLOYEE:

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



JAMIE M. DOHERTY
Notary Public
Commonwealth of Massachusetts
My Commission Expires
December 26, 2025

MASSACHUSETTS

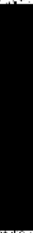
UNDER 21 DRIVER'S LICENSE
NOT FOR FEDERAL ID



UNDER 21 UNTIL
03/10/2025
4a ISS 07/28/2023
9 CLASS D
12 REST NONE
9a END NONE



4d NUMBER



4b EXP
03/10/2028

3. DOB
03/10/2004

1. NAME
ANGEL

2. GABINO

3. 61 W BROADWAY

APT 307

GARDNER, MA 01440

03/10/04

15 SEX M 16 HGT 5-07" 18 EYES BRO
5 DD 07/30/2023 Rev 02/22/2016

232125A27
410840601

www.mass.gov/rmv
MA 02/22/2016

03/10/2004
CLASS -
D: Small vehicle less than
26,001 lbs, except school
bus.

ENDORSEMENTS -
NONE

RESTRICTIONS -
NONE

CHANGE OF ADDRESS. PRINT BELOW. PERMANENT INK.

Elmer O Melendez

July 8, 2025

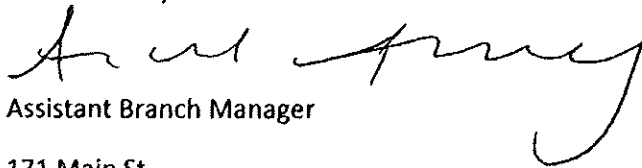
To Whom It May Concern;

Elmer Melendez of 52 Brook Ln Gardner MA 01440 has a checking account at Workers Credit Union. The following is the account information,

Account number ending:	Balance:
1053	\$7271.13
0517	\$36743.41
1041	\$15696.26
4755	\$24235.22
1772	\$102531.90
8958	\$23829.35
7142	\$9543.83
7159	\$15611.37
3868	\$10464.02
0498	\$408.53
1033	\$508.57
4747	\$516.84
1764	\$117.07
8966	\$662.78
0770	\$520.41

Regards,

Amanda Andy



Assistant Branch Manager

171 Main St

Gardner MA 01440



WORKERS
CREDIT UNION

Banking that works.

STANDARD FORM
COMMERCIAL LEASE

In consideration of the covenants herein contained, Andover Village Associates, LLC ("LESSOR"), does hereby lease to Bandoleros Andover, Inc. ("LESSEE"), the following described premises ("the leased premises"):

429-431 South Main Street, Andover, MA.

TO HAVE AND HOLD the leased premises for a term of Three (3) year commencing at noon on July 1, 2025 and ending at midnight on June 30, 2028 unless sooner terminated as herein provided. LESSOR and LESSEE now covenant and agree that the following terms and conditions shall govern this lease during the term hereof and for such further time as LESSEE shall hold the leased premises or any portion thereof.

1. **RENT.** LESSEE shall pay to LESSOR base rent at the rate of \$144,000.00 U.S. dollars per year, drawn on a U.S. bank, payable in advance in monthly installments of \$12,000.00 on the first day in each calendar month. The first monthly payment, plus an appropriate fraction of a monthly payment for any portion of a month at the commencement of the lease term, shall be made upon Lessee's execution of this lease. All payments shall be made to LESSOR or agent at 9 Penobscot Way, Andover, MA 01810, or at such other place as LESSOR shall from time to time in writing designate.
2. **SECURITY DEPOSIT.** None
3. **USE OF PREMISES.** LESSEE shall use the leased premises only for the purpose of a retail general store, market, bakery and restaurant.
4. **ADDITIONAL RENT.** LESSEE shall pay to LESSOR as additional rent the real estate taxes levied against the unit. LESSEE shall make payment within 10 days after receipt of any invoice from LESSOR, and any additional rent shall be prorated should the lease terminate before the end of any tax year.
5. **UTILITIES.** LESSEE shall pay all charges for utilities used on the leased premises, including electricity, gas, oil, water and sewer. LESSEE shall pay the utility provider or LESSOR, as applicable, for all such utility charges as determined by separate meters serving the leased premises and/or as a proportionate share of the utility charges for the building if not separately metered. LESSEE shall also pay LESSOR a proportionate share of any other fees and charges relating in any way to utility use at the building.
6. **COMPLIANCE WITH LAWS.** LESSEE acknowledges that no trade, occupation, activity or work shall be conducted in the leased premises or use made thereof which may be unlawful, improper, noisy, offensive, or contrary to any applicable statute, regulation, ordinance or bylaw. LESSEE shall keep all employees working in the leased premises covered by Worker's Compensation Insurance and shall obtain any licenses and permits necessary for LESSEE's use and occupancy. LESSEE shall be responsible for causing the leased premises and any alterations by LESSEE allowed hereunder to be in full compliance with any applicable statute, regulation, ordinance or bylaw.
7. **FIRE, CASUALTY, EMINENT DOMAIN.** Should a substantial portion of the leased premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, LESSOR may elect to terminate this lease. When such fire, casualty, or taking renders the leased premises substantially unsuitable for their intended use, a proportionate abatement of rent shall be made, and LESSEE may elect to terminate this lease if: (a) LESSOR fails to give written notice within 30 days of its intention to restore the leased premises; or (b) LESSOR fails to restore the leased premises to a condition substantially suitable for their intended use within 90 days of said fire, casualty or taking. LESSOR reserves all rights for damages or injury to the leased premises for any taking by eminent domain, except for damage to LESSEE's property or equipment.

8. **FIRE INSURANCE.** LESSEE shall not permit any use of the leased premises which will adversely affect or make voidable any insurance on the property of which the leased premises are a part, or on the contents of said property, or which shall be contrary to any law, regulation or recommendation from time to time made by the Insurance Services Office (or successor organization), state fire prevention agency, local fire department, LESSOR's insurer, or any similar entity. LESSEE shall on demand reimburse LESSOR and all other tenants all extra insurance premiums caused by LESSEE's use of the leased premises. LESSEE shall not vacate the leased premises or permit same to be unoccupied other than during LESSEE's customary non-business days or hours, or cause or allow the utilities serving the leased premises to be terminated.

9. **SIGNS.** LESSEE, at LESSEE's expense, shall erect promptly upon commencement of this lease, and then maintain signage for the leased premises in accordance with building standards for style, size, location, etc. now or hereafter made by LESSOR. LESSEE shall obtain the prior written consent of LESSOR before erecting any sign on the leased premises, which consent shall include approval as to size, wording, design and location. LESSOR may at LESSEE's expense remove and dispose of any sign not approved, erected, maintained or displayed in conformance with this lease.

10. **MAINTENANCE OF PREMISES.** LESSOR will be responsible for all structural maintenance of the leased premises and for the normal daytime maintenance of all space heating and cooling equipment, sprinklers, doors, locks, plumbing, and electrical wiring, but specifically excluding damage caused by the careless, malicious, willful, or negligent acts of LESSEE or others, and chemical, corrosion, or water damage from any source. LESSEE agrees to maintain at its expense all other aspects of the leased premises in the same condition as they are at the commencement of the term or as they may be put in with LESSOR's written consent during the term of this lease, normal wear and tear only excepted, and whenever necessary, to replace light bulbs and glass, acknowledging that the leased premises are now in good order and the light bulbs and glass whole. LESSEE shall at all times properly control and vent all hazardous materials, smoke, odors, and any other materials that may be harmful, and shall not cause the area surrounding the leased premises or any other common area as defined below to be in anything other than a neat and clean condition, depositing all waste in appropriate receptacles. LESSEE shall be solely responsible for any damage to plumbing equipment, sanitary lines, or any other portion of the building, which results from the discharge, or use of any substance by LESSEE. LESSEE shall not permit the leased premises to be overloaded, damaged, stripped or defaced, nor suffer any waste, and will not keep animals within the leased premises. LESSEE shall maintain sufficient heat to prevent freezing of pipes or other damage. Any increase in air conditioning equipment or electrical capacity, or any installation or maintenance of any "non-building standard" leasehold improvements or equipment which is necessitated by some specific aspect of LESSEE's use of the leased premises, whether installed by LESSOR, LESSEE or a prior occupant, shall be LESSEE's sole responsibility, at LESSEE's expense, and subject to LESSOR's prior written consent. All maintenance provided by LESSOR shall be during LESSOR's normal business hours.

11. **ASSIGNMENT OR SUBLEASING.** LESSEE shall not assign this lease or sublet or allow any other entity or individual to occupy the whole or any part of the leased premises without LESSOR's prior written consent in each and every instance. In no case may LESSEE assign this lease or sublet the leased premises to any other current or prospective tenant of LESSOR, or any affiliate of such current or prospective tenant. As a condition to any assignment or subletting, an additional security deposit shall be paid to and held by LESSOR. In the event LESSEE notifies LESSOR in writing of its desire to assign or sublet the leased premises, LESSOR shall have the option to terminate this lease, at an effective date to be determined by LESSOR, upon written notice to LESSEE. Notwithstanding LESSOR's consent to any assignment or subleasing, LESSEE and GUARANTOR, if any there be, shall remain liable to LESSOR for the payment of all rent and for the full performance of all covenants and

conditions of this lease.

12. ALTERATIONS. LESSEE shall not make structural alterations or additions of any kind to the leased premises, but may make nonstructural alterations with LESSOR's prior written consent. All such allowed alterations shall be at LESSEE's expense and shall conform to LESSOR's construction specifications. If LESSOR or its agent provides any services or maintenance for LESSEE in connection with such alterations or otherwise under this lease, including any maintenance or repairs LESSEE is required but has failed to do, LESSEE will promptly pay any just invoice. LESSEE shall obtain a lien waiver from any contractor it employs prior to commencement of any work. LESSEE shall not permit any mechanics' liens, or similar liens, to remain upon the leased premises in connection with work of any character performed or claimed to have been performed at the direction of LESSEE and shall cause any such lien to be released or removed forthwith without cost to LESSOR. Any alterations or additions shall become part of the leased premises and the property of LESSOR. Any alterations completed by LESSOR or LESSEE shall be LESSOR's building standard unless noted otherwise. LESSOR shall have the right at any time to make additions to the building, change the arrangement of parking areas, stairs, or walkways, or otherwise alter common areas or the exterior of the building.

13. LESSOR'S ACCESS. LESSOR and its agents and designees may at any reasonable time enter to view the leased premises; to show the leased premises to others; to make repairs and alterations as LESSOR or its designee should elect to do for the leased premises, the common areas, or any other portions of the building; and without creating any obligation or liability for LESSOR, to make repairs which LESSEE is required but has failed to do.

14. SNOW REMOVAL. The plowing of snow from all roadways and unobstructed parking areas shall be at the sole expense of LESSEE. The control of snow and ice on all walkways, steps and loading areas serving the leased premises and all other areas not readily accessible to plows shall be the sole responsibility of LESSEE. Notwithstanding the foregoing, however, LESSEE shall hold LESSOR harmless from any and all claims by LESSEE's employees, agents, callers or invitees for damage or personal injury resulting in any way from snow or ice on any area serving the leased premises.

15. ACCESS AND PARKING. Unless otherwise provided herein, LESSEE shall have the right without additional charge to use parking facilities provided for the leased premises in common with others entitled to the use thereof. Said parking areas plus any stairs, corridors, walkways, elevators or other common areas (herein collectively called the common areas) shall in all cases be considered a part of the leased premises when they are used by LESSEE or LESSEE's employees, agents, callers or invitees. LESSEE will not obstruct in any manner any portion of the building or the walkways or approaches to the building. No unattended parking will be permitted between 7:00 PM and 7:00 AM without LESSOR's prior written approval. Unregistered or disabled vehicles, or storage trailers of any type, may not be parked at any time. LESSOR may tow, at LESSEE's sole risk and expense, any mis-parked vehicle belonging to LESSEE or LESSEE's employees, agents, callers or invitees, at any time. LESSOR does not provide and shall not be responsible for providing any security services.

16. LIABILITY. LESSEE shall be solely responsible as between LESSOR and LESSEE for deaths or personal injuries to all persons whomsoever occurring in or on the leased premises (including any common areas that are considered part of the leased premises hereunder) from whatever cause arising, and damage to property, including damage by fire or other casualty, to whomsoever belonging, arising out of the use, control, condition or occupation of the leased premises by LESSEE; and LESSEE agrees to indemnify and save harmless LESSOR from any and all liability, including but not limited to costs, expenses, damages, causes of action, claims, judgments and attorney's fees caused by or in any way growing out of any matters aforesaid, except for death, personal injuries or property damage directly resulting from the sole negligence of LESSOR.

17. INSURANCE. LESSEE will secure and carry at its own expense a commercial general liability policy insuring LESSEE, LESSOR and OWNER against any claims based on bodily injury (including death) or property damage arising out of the condition of the leased premises (including any common

areas that are considered part of the leased premises hereunder) or their use by LESSEE, including damage by fire or other casualty, such policy to insure LESSEE, LESSOR and OWNER against any claim up to \$2,000,000 in the case of any one accident involving bodily injury (including death), and \$5,000,000 against any claim for damage to property. This insurance shall be primary to and not contributory with any insurance carried by LESSOR, whose insurance shall be considered excess. LESSOR shall be included in each such policy as additional insureds and each such policy shall be written by or with a company or companies satisfactory to LESSOR. Prior to occupancy, LESSEE shall deliver to LESSOR certificates and any applicable riders or endorsements showing that such insurance is in force, and thereafter will provide renewal certificates at least 15 days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least 10 days prior written notice to each insured. In the event LESSEE fails to provide or maintain such insurance at any time during the term of this lease, LESSOR may elect to contract for such insurance at LESSEE's expense.

18. BROKERAGE. LESSEE warrants and represents to LESSOR that LESSEE has dealt with no broker or third person with respect to this lease, and LESSEE agrees to indemnify LESSOR against any brokerage claims arising by virtue of this lease. LESSOR warrants and represents to LESSEE that LESSOR has employed no exclusive broker or agent in connection with the letting of the leased premises. In the event either party elects to employ a broker or third person on its behalf for any extension, renewal, or expansion of this lease, any fees or commissions shall be the sole responsibility of the party engaging such broker or third person.

19. SUBORDINATION. This lease shall be subject and subordinate to any and all mortgages and other instruments in the nature of a mortgage, now or at any time hereafter, and LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages or other such instruments in the nature of a mortgage.

20. DEFAULT AND ACCELERATION OF RENT. In the event that: (a) any assignment for the benefit of creditors, trust mortgage, receivership or other insolvency proceeding shall be made or instituted with respect to LESSEE or LESSEE's property; (b) LESSEE shall default in the observance or performance of any of LESSEE's covenants, agreements, or obligations hereunder, and such default shall not be corrected within 10 days after written notice thereof; or (c) LESSEE vacates the leased premises, then LESSOR shall have the right thereafter, while such default continues and without demand or further notice, to re-enter and take possession of the leased premises, to declare the term of this lease ended, and to remove LESSEE's effects, without being guilty of any manner of trespass or conversion, and without prejudice to any remedies which might be otherwise used for arrears of rent or other default or breach of the lease. If LESSEE shall default in the payment of the security deposit, rent, taxes, or substantial invoice from LESSOR or LESSOR's agent for goods and/or services or other sum herein specified, and such default shall continue for 10 days after written notice thereof, and, because both parties agree that nonpayment of said sums when due is a substantial breach of the lease, and, because the payment of rent in monthly installments is for the sole benefit and convenience of LESSEE, then, in addition to any other remedies, the entire balance of rent due hereunder shall become immediately due and payable as liquidated damages. LESSOR, without being under any obligation to do so and without thereby waiving any default, may remedy same for the account and at the expense of LESSEE. If LESSOR pays or incurs any obligations for the payment of money in connection therewith, such sums paid or obligations incurred, plus interest and costs, shall be paid to LESSOR by LESSEE as additional rent. Any sums received by LESSOR from or on behalf of LESSEE at any time shall be applied first to any unamortized improvements completed for LESSEE's occupancy, then to offset any outstanding invoice or other payment due to LESSOR, and then to outstanding rent. If any rent or other payment is not received by LESSOR within five days after such payment is due, then LESSEE shall pay LESSOR a late charge equal to one percent of such overdue payment or \$35, whichever is greater. LESSEE shall also pay LESSOR interest at the rate of 18 percent per annum on any payment from LESSEE to LESSOR, which is past due.

21. NOTICE. Any notice from LESSOR to LESSEE relating to the leased premises or to the occupancy

thereof shall be deemed duly served when left at the leased premises, or served by constable, or sent to the leased premises or to the last address designated by notice in accordance with this section, by certified or registered mail, return receipt requested, postage prepaid, or by recognized courier service with a receipt therefor, addressed to LESSEE. Any notice from LESSEE to LESSOR relating to the leased premises or to the occupancy thereof shall be deemed duly served when served by constable, or delivered to LESSOR by certified or registered mail, return receipt requested, postage prepaid, or by recognized courier service with a receipt therefor, addressed to LESSOR at the address written above or at LESSOR's last designated address. No oral notice or representation shall have any force or effect. Time is of the essence in the service of any notice.

22. OCCUPANCY. In the event that LESSEE takes possession of the leased premises prior to the start of the lease term, LESSEE will perform and observe all of its covenants from the date upon which it takes possession. LESSEE shall not remove LESSEE's goods or property from the leased premises other than in the ordinary and usual course of business, without having first paid LESSOR all rent which may become due during the entire term of this lease. LESSOR may require LESSEE to relocate to another similar facility upon prior written notice to LESSEE and on terms comparable to those herein. In the event that LESSEE continues to occupy or control all or any part of the leased premises after the termination of this lease without the written permission of LESSOR, LESSEE shall be liable to LESSOR for any and all loss, damages or expenses incurred by LESSOR, and all other terms of this lease shall continue to apply, except that use and occupancy payments shall be due in full monthly installments at a rate which shall be two times the greater of the monthly rent due under this lease immediately prior to termination or LESSOR's then current published rent for the leased premises, it being understood that such extended occupancy is a tenancy at sufferance, solely for the benefit and convenience of LESSEE and is of greater rental value. LESSEE's control or occupancy of all or any part of the leased premises beyond noon on the last day of any monthly rental period shall constitute LESSEE's occupancy for an entire additional month, and increased payment as provided in this section shall be due and payable immediately in advance. LESSOR's acceptance of any payments from LESSEE during such extended occupancy shall not alter LESSEE's status as a tenant at sufferance.

23. FIRE PREVENTION. LESSEE agrees to use every reasonable precaution against fire, and agrees to provide and maintain approved, labeled fire extinguishers, emergency lighting equipment, and exit signs, and complete any other modifications within the leased premises as required or recommended by the Insurance Services Office (or successor organization), OSHA, the local fire department, LESSOR's insurer or any similar entity.

24. OUTSIDE AREA. Any goods, equipment, or things of any type or description held or stored in any common area without LESSOR's prior written consent shall be deemed abandoned and may be removed by LESSOR at LESSEE's expense without notice. LESSEE shall maintain a building standard size dumpster in a location approved by LESSOR, which dumpster shall be provided and serviced at LESSEE's expense by whichever disposal firm LESSOR may designate from time to time. Alternatively, if a shared dumpster or compactor is provided by LESSOR, LESSEE shall pay the disposal firm or LESSOR, as applicable, LESSEE's proportionate share of any costs associated therewith.

25. ENVIRONMENT. LESSEE will so conduct and operate the leased premises as not to interfere in any way with the use and enjoyment of other portions of the same or neighboring buildings by others by reason of odors, smoke, exhaust, smells, noise, pets, accumulation of garbage or trash, vermin or other pests, or otherwise, and will at its expense employ a professional pest control service if determined necessary by LESSOR. LESSEE agrees to maintain efficient and effective devices for preventing damage to plumbing and heating equipment from solvents, degreasers, cutting oils, propellants, acids, etc. which may be present at the leased premises. No hazardous materials or wastes shall be stored, disposed of, or allowed to remain at the leased premises at anytime, and LESSEE shall be solely responsible for any and all corrosion or other damage in any way associated with the use, storage and/or disposal of same by LESSEE.

26. RESPONSIBILITY. LESSOR shall not be held liable to anyone for loss or damage caused in any way by the use, leakage, seepage, flooding or escape of water in any form or from any source, or for

the interruption or cessation of any service rendered customarily to the leased premises or building or agreed to by the terms of this lease, or due to any accident, the making of repairs, alterations or improvements, labor difficulties, weather conditions, mechanical breakdowns, trouble or scarcity in obtaining fuel, electricity, service or supplies from the sources from which they are usually obtained for the building, or due to any change in any utility or service provider, or any cause beyond LESSOR's immediate control.

27. SURRENDER. On or before the termination of this lease, LESSEE shall remove all of LESSEE's goods and effects from the leased premises. LESSEE shall deliver to LESSOR the leased premises and all keys and locks thereto, all fixtures and equipment connected therewith, and all alterations, additions and improvements made to or upon the leased premises, whether completed by LESSEE, LESSOR or others, including but not limited to any offices, partitions, window blinds, floor coverings (including computer floors), plumbing and plumbing fixtures, air conditioning equipment and ductwork of any type, exhaust fans or heaters, water coolers, burglar alarms, telephone wiring, telephone equipment, air or gas distribution piping, compressors, overhead cranes, hoists, trolleys or conveyors, counters, shelving or signs attached to walls or floors, and all electrical work, including but not limited to lighting fixtures of any type, wiring, conduit, EMT, transformers, distribution panels, bus ducts, raceways, outlets and disconnects, and furnishings and equipment which have been bolted, welded, nailed, screwed, glued or otherwise attached to any wall, floor, ceiling, roof, pavement or ground, or which have been directly wired to any portion of the electrical system or which have been plumbed to the water supply, drainage or venting systems serving the leased premises. LESSEE shall deliver the leased premises fully sanitized from any chemicals or other contaminants, broom clean, and in at least the same condition as they were at the commencement of this lease or any prior lease between the parties for the leased premises, or as they were modified during said term with LESSOR's written consent, reasonable wear and tear only excepted. Any of LESSEE's property that remains in the leased premises upon termination of the lease shall be deemed abandoned and shall be disposed of as LESSOR sees fit, with no liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE. LESSOR may remove and store any such property at LESSEE's expense; retain same under LESSOR's control; sell same at public or private sale (without notice) and apply the net proceeds of such sale to the payment of any sum due hereunder; or destroy same. In no case shall the leased premises be deemed surrendered to LESSOR until the termination date provided herein or such other date as may be specified in a written agreement between the parties, notwithstanding the delivery of any keys to LESSOR.

28. GENERAL. (a) The invalidity or unenforceability of any provision of this lease shall not affect or render invalid or unenforceable any other provision hereof. (b) The obligations of this lease shall run with the land, and this lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that LESSOR and OWNER shall be liable for obligations occurring only while lessor or owner of the leased premises. (c) Any action or proceeding arising out of the subject matter of this lease shall be brought by LESSEE within one year after the cause of action has occurred and only in a court within the Commonwealth of Massachusetts. (d) If LESSOR is acting under or as agent for any trust or corporation, the obligations of LESSOR shall be binding upon the trust or corporation, but not upon any trustee, officer, director, shareholder, or beneficiary of the trust or corporation individually. (e) If LESSOR is not the owner of the leased premises, LESSOR represents that OWNER has agreed to be bound by the terms of this lease unless LESSEE is in default hereof. (f) This lease is made and delivered in the Commonwealth of Massachusetts, and shall be interpreted, construed, and enforced in accordance with the laws thereof.

(g) This lease was the result of negotiations between parties of equal bargaining strength, and when executed by both parties shall constitute the entire agreement between the parties, superseding all prior oral and written agreements, representations, statements and negotiations relating in any way to the subject matter herein. This lease may not be extended or amended except by written agreement signed by both parties or as otherwise provided herein, and no other subsequent oral or written representation shall have any effect hereon. (h) Notwithstanding any other statements herein, LESSOR makes no warranty, express or implied, concerning the suitability of the leased premises for LESSEE's intended use. (i) LESSEE agrees that if LESSOR does not deliver possession of the leased premises as herein provided for any reason, LESSOR shall not be liable for any damages to LESSEE for such

failure, but LESSOR agrees to use reasonable efforts to deliver possession to LESSEE at the earliest possible date. A proportionate abatement of rent, excluding the cost of any amortized improvements to the leased premises, for such time as LESSEE may be deprived of possession of the leased premises, except where a delay in delivery is caused in any way by LESSEE, shall be LESSEE's sole remedy. j) Neither the submission of this lease form or any amendment hereof, nor the prospective acceptance of the security deposit and/or rent shall constitute a reservation of or option for the leased premises, or an offer to lease, it being expressly understood and agreed that neither this lease nor any amendment shall bind either party in any manner whatsoever unless and until it has been executed by both parties. (k) LESSEE shall not be entitled to exercise any option or receive LESSOR's consent as provided for herein if LESSEE is at that time in default of any terms or conditions hereof. (l) Except as otherwise provided herein, neither LESSOR, nor LESSEE shall be liable for any special, incidental, indirect or consequential damages, including but not limited to lost profits or loss of business, arising out of or in any manner connected with performance or nonperformance under this lease, even if any party has knowledge of the possibility of such damages. (m) The headings in this lease are for convenience only and shall not be considered part of the terms hereof. (n) No restriction, condition or other endorsement by LESSEE on any check, nor LESSOR's deposit of any full or partial payment, shall bind LESSOR in any way or limit LESSOR's rights under this lease. (o) LESSOR, LESSEE, and GUARANTOR hereby waive any and all rights to a jury trial in any proceeding in any way arising out of this lease. (p) LESSEE shall pay LESSOR for legal and administrative expenses incurred by LESSOR in connection with any consent requested by LESSEE or in enforcing any or all obligations of LESSEE under this lease including collection of rent or eviction actions. (q) LESSEE will conform to all rules and regulations now or hereafter made by LESSOR for parking, for the care, use, or alteration of the building, its facilities and approaches and for the administration of this lease, and will not permit any employee or visitor to violate this or any other covenant or obligation of LESSEE.



29. SECURITY AGREEMENT. LESSEE hereby grants LESSOR a continuing security interest in all existing or hereafter acquired property of LESSEE in any of LESSOR's buildings to secure the payment of rent, the cost of leasehold improvements, and the performance of any other obligations of LESSEE under this lease or any subsequent lease between the parties. This provision shall survive termination of this lease, shall continue under any subsequent lease, and shall not negate or replace any continuing security interest of LESSOR under any prior lease between the parties. Default in the payment or performance of any of LESSEE's obligations under this lease or any subsequent lease shall be a default under this security agreement, and shall entitle LESSOR to immediately exercise all of the rights and remedies of a secured party under the Uniform Commercial Code. LESSEE agrees to execute a UCC-1 Financing Statement and any other financing agreement as requested by LESSOR in connection with this security interest.

30. WAIVERS, ETC. No consent or waiver, express or implied, by LESSOR to or of any breach of any covenant, condition or duty of LESSEE shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty. If LESSEE is several persons, several corporations or a partnership, LESSEE's obligations are joint or partnership and also several. Unless repugnant to the context, "LESSOR" and "LESSEE" mean the person or persons, natural or corporate, named above as LESSOR and as LESSEE respectively, and their respective heirs, executors, administrators, successors and assigns.

31. AUTOMATIC ONE-YEAR EXTENSIONS. This lease, including all terms, conditions, escalations, etc. shall be automatically extended for additional successive periods of one year each unless LESSOR or LESSEE shall serve written notice, either party to the other, of either party's option not to so extend the lease. The time for serving such written notice shall be not more than 6 months or less than 3 months prior to the expiration of the then current lease period. Time is of the essence.



IN WITNESS WHEREOF, LESSOR and LESSEE have hereunto set their hands and common seals, intending to be legally bound hereby this day of

LESSOR: Andover Village Associates, LLC

By:  
Duly authorized

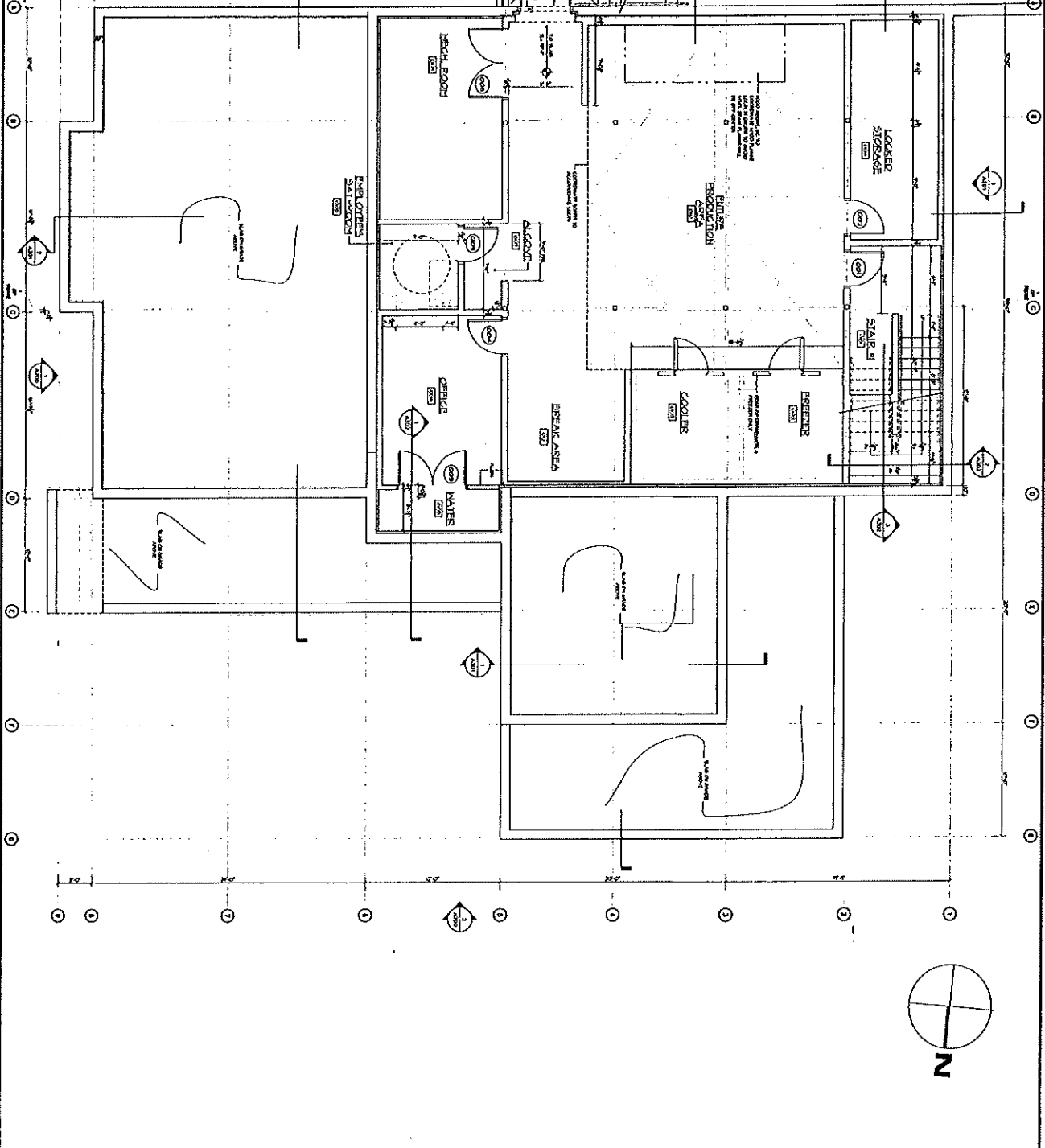
Print name: Thomas Walsh

LESSEE Bandoleros Andover, Inc.

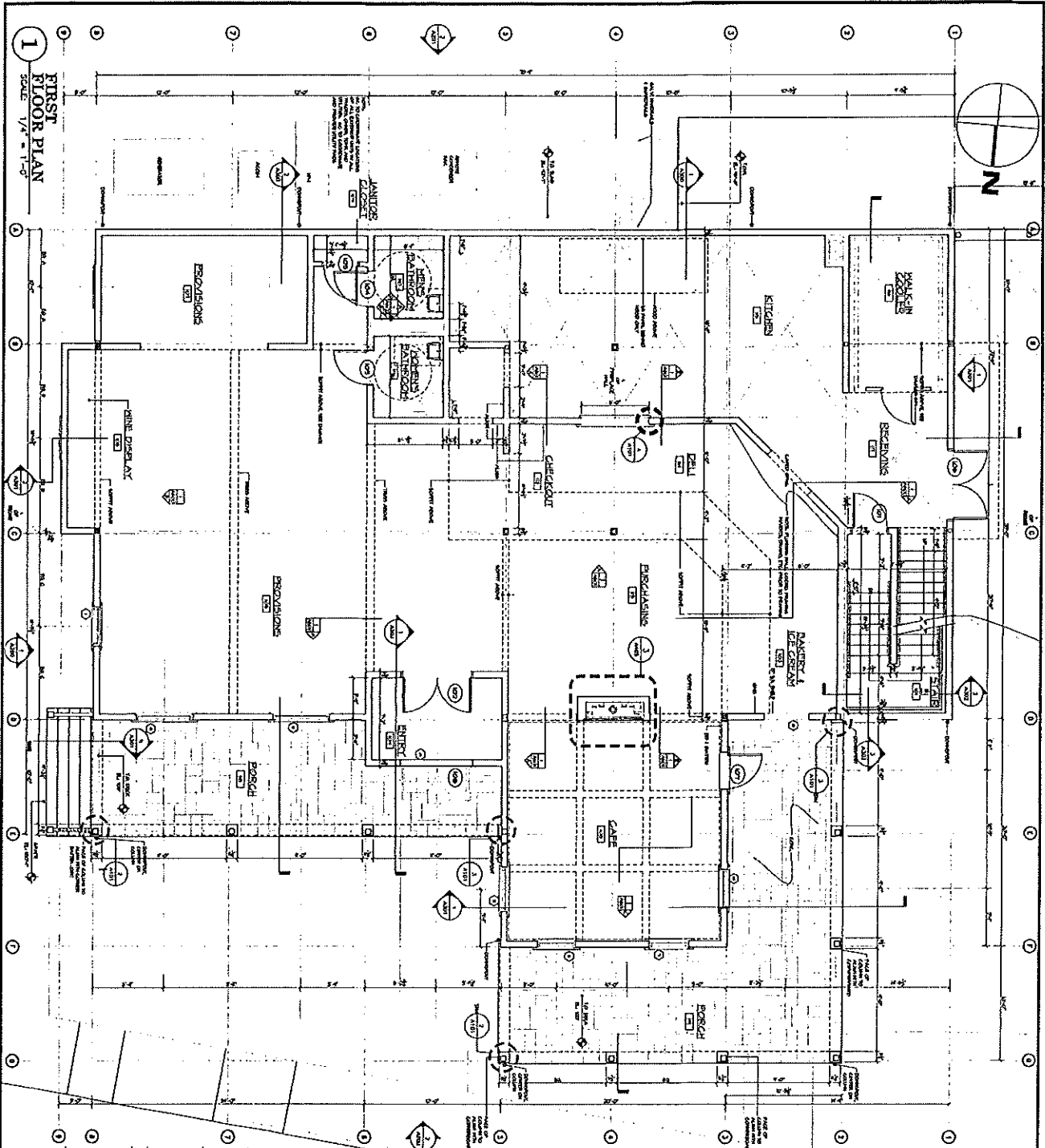
By:  
Duly authorized

Print name: Elmer Melendez

1 **BASMENT PLAN**
SCALE: 1/4" = 1'-0"

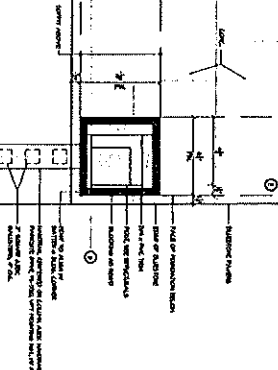


A100	Project Number: 2014-08 Date Issued: September 24, 2014		Town Market 429 South Main Street Andover, MA 01810	ROB BRAMHALL ARCHITECTS 14 Park Street Andover, Massachusetts 01810 978-749-3462	BASMENT PLAN SCALE: 1/4" = 1'-0"	Number: _____ Date: _____ Designer: _____
						Number: _____ Date: _____ Designer: _____

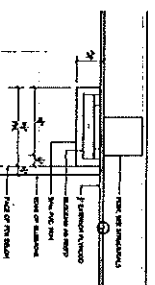


1
FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"

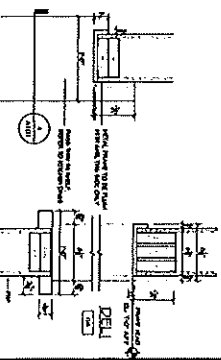
2
PORCH POST DETAIL
SCALE: 1/2" = 1'-0"



3
PORCH POST DETAIL
SCALE: 1/2" = 1'-0"



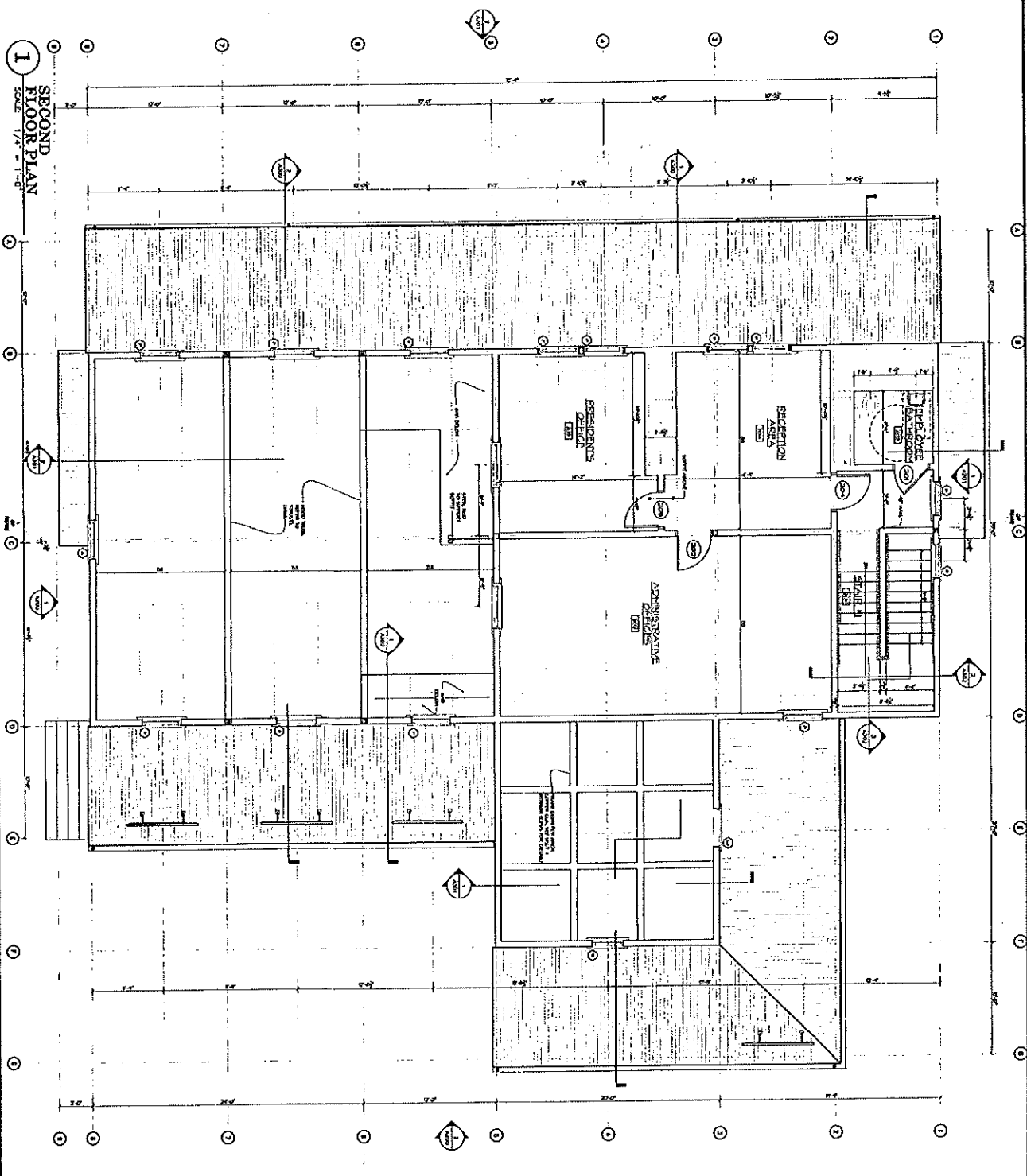
4
SS SHELF PLAN/SECTION
SCALE: 1/2" = 1'-0"



- NOTES:**
1. SEE ALSO FOR HOUSE NUMBER.
 2. ALL WALLS ARE 2.5" MINIMUM THICKNESS UNLESS NOTED.
 3. ROOM 1 CORNER IS TO BE OPENED UP TO PROVIDE MORE DISPLAY AREA TO FRONT SIDE.
 4. ALL FLOOR ARE TO HAVE 6" MIN. AT CORNER AREA, THIS ARE TO BE OPEN UP.
 5. SEE THE EXISTING CORNER OF THE WALL FINISH.
 6. ALL WALLS OVER THE SQUARE 2' DISTANCE FROM THE EXISTING WALL TO BE OPEN UP TO PROVIDE MORE DISPLAY AREA.

<p>A101</p>		<p>Town Market</p> <p>429 South Main Street Andover, MA 01810</p>	<p>ROB BRAMIALL ARCHITECTS</p> <p>14 Park Street Andover, Massachusetts 01810 978-749-5443</p>	<p>FIRST FLOOR PLAN</p> <p>SCALE: 1/4" = 1'-0"</p>	<table border="1"> <thead> <tr> <th>Number</th> <th>Date</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Number	Date	Description									
		Number	Date	Description													
<p>Project Number: 201404</p> <p>Date Issued: September 24, 2014</p>																	

1
SECOND FLOOR PLAN
SCALE 1/4" = 1'-0"



A102

Project Number: 2011048
 Date: 12/15/11
 Drawn: [Signature]

Town Market

429 South Main Street
 Andover, MA 01810

ROB BRAMHALL ARCHITECTS

14 Park Street Andover, Massachusetts 01810
 978-749-3643

SECOND FLOOR PLAN

SCALE: 1/4" = 1'-0"

Number	Date	Description



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

mass.gov/dor

Letter ID: L1377740896
Notice Date: June 25, 2025
Case ID: 0-002-926-532



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



BANDOLEROS ANDOVER INC
52 BROOK LN
GARDNER MA 01440-4241

Why did I receive this notice?

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

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

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

What if I have questions?

If you have questions, call us at (617) 887-6400, 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

000012



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/01/2025

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

PRODUCER Charles River Insurance Brokerage, Inc. 29 Main Street Leominster MA 01453	CONTACT NAME: Monica Dumont PHONE (A/C, No, Ext): (978) 343-6946 E-MAIL ADDRESS: mdumont@charlesriverinsurance.com	FAX (A/C, No): (978) 345-2514
	INSURER(S) AFFORDING COVERAGE	
INSURED Bandoleros Andover, Inc. 429 S Main St Andover MA 01810 (978) 582-4300	INSURER A: Green Mountain Ins. Co. NAIC # 20680	
	INSURER B: Sunapee Mutual Fire Insurance 28479	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **GD** **CERTIFICATE NUMBER:** Cert ID 15175 **(1)** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			[REDACTED]	02/18/2025	02/18/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor Liability \$ 1 Mil/1 Mil
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			[REDACTED]	02/18/2025	02/18/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	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 <input type="checkbox"/> N/A	[REDACTED]	06/01/2025	06/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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



The Commonwealth of Massachusetts
 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: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: Bandoleros Andover, Inc.

Address: 429 South Main Street

City/State/Zip: Andover, MA 01810

Phone #: (978) 413-3959

Are you an employer? Check the appropriate box:

1. I am a employer with 20 employees (full and/or part-time).*
2. I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
3. We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
4. We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

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

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

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

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

Insurance Company Name: Sunapee Mutual Fire Insurance Company

Insurer's Address: 4 Bouton St.

City/State/Zip: Concord, NH 03301

Policy # or Self-ins. Lic. # [REDACTED] Expiration Date: 06/01/2026

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

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

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

Signature: [Signature]

Date: 07/15/2025

Phone #: (978) 413-3959

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

City or Town: _____ Permit/License # _____

Issuing Authority (check one):

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

Contact Person: _____ Phone #: _____



ID # 22101032
CARD # 22016553

ServSafe Alcohol® ADVANCED CERTIFICATE



ELMER MELENDEZ

NAME

8/31/2022

DATE OF EXAMINATION

(Card expires three years from the date of examination (four years in Maryland). Local laws apply.)



CERTIFICATE OF COMPLETION

This certifies that

Gabino Angel

is awarded this certificate for

TIPS On-Premise Alcohol Server Training

Hours
3.00

Completion Date
06/06/2025

Expiration Date
06/05/2028

Certificate #
ON-000037666428

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | www.360training.com

(CUT HERE)

(CUT HERE)



Issued: 06/06/2025
Certificate #: ON-000037666428

Gabino Angel
138 Myrtle Avenue, Fitchburg, MA, USA
Fitchburg MA 01420

CERTIFIED

Expires: 06/05/2028



Phone: 800-438-8477
www.gettips.com

This card was issued for successful completion of the TIPS program.

Signature _____

LAW OFFICES OF
STEVEN M. VAILLANCOURT

279 Main Street, Fitchburg, MA 01420
(978) 353-8608

Licensed in MA and NH

Steven M. Vaillancourt, Esq.

Daniel G. Saltzman, Esq. (Admitted in MA)
Andrew Sprow, Esq. (Admitted in MA)

Direct: (978) 578-7851
Facsimile: (603) 589-1193
andrew@vaillancourtlaw.com

**Memorandum in Support of Application for New
On-Premises All Alcoholic Beverages Pouring License**

**Bandoleros Andover, Inc.
429 South Main Street
Andover, MA 01810**

To: Town of Andover Select Board
Mr. Alexander J. Vispoli, Chair

From: Andrew Sprow, Esq. 

Date: August 7, 2025

This memorandum and attachments are submitted in support of the Application for New On-Premises All Alcoholic Beverages Pouring License of Bandoleros Andover, Inc. Public Hearing on the application is scheduled during the Select Board meeting on August 11, 2025 at 5:30 p.m. The following materials in support of the application are attached:

1. Bandoleros Andover Business Plan dated April 2, 2025;
2. Bandoleros Andover Menu Proof.

Elmer Melendez is the president and sole shareholder of the Applicant, Bandoleros Andover, Inc. He and his wife Delmy Melendez have profitably owned and operated dining establishments in Eastern Massachusetts since 2007. Mr. Melendez presently has two dining establishments operating under the trade name "Bandoleros", one in the Town of Concord and another in the Town of Devens. Bandoleros Andover will employ systems of operation and offer dining fare similar to the successful establishments in Concord and Devens. In addition, Mr.

Melendez owns and operates Dario's on Main and Tacos Tequilas in Fitchburg, and has Dario's Ristorante in Concord scheduled to open shortly.

Elmer Melendez, through his business entities, presently holds five liquor licenses in three different municipalities. His character and his fitness as a license holder have been demonstrated. He has operated busy local restaurants for nearly two decades. None of the liquor licenses associated with him has ever had a single violation of the Liquor Control Act or any requirement of a Local Licensing Authority. His employee management and methods of ensuring adherence to alcohol service regulations are proven and effective.

Andover Town Market recently and previously operated a fully licensed restaurant and bar at the proposed location. The Applicant does not plan to do any construction or make material alteration to the existing premises. The size of the operation will be similar to that of Andover Town Market. Presumably, the level of traffic and noise at the location will not increase in comparison to the previous operation. A liquor license remains appropriate at the particular location.

The Business Plan attached to this memo provides a comprehensive statement of the background, objectives, organization and financial plan of the business venture. The Plan has taken account of demographics, traffic patterns and the nature of the local dining industry. Mr. Melendez concludes that a properly managed establishment at the location will be profitable and will engender the support of its neighbors and the town. The operation will create dozens of quality jobs and add to the business growth of the community. Favorable action by the Board on the application will be consistent with the goal of serving public need in such a manner as to protect the common good.

The attached Menu Proof shows the fare that will be offered and provides some idea of the thematic elements to be utilized in the operation of the business venture. The website at "mybandoleros.com" provides further insight into the nature of the operation.



Bandoleros Andover

429 South Main Street

Andover, MA 01810

(978) 627-3974

Famelendez6@gmail.com

Business Plan

Prepared by:

Elmer Melendez

&

**Ray Belanger, Jacqueline Mastrangelo, and Sarah Tavitian, New Vue
Communities**

Date Prepared:

April 2, 2025

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Section I. Executive Summary

Elmer Melendez is acquiring real estate and business assets at 429 South Main Street in Andover, MA to open a new restaurant, Bandoleros Andover.

Currently Elmer and his wife, Delmy, own and operate Dario's On Main in Fitchburg, MA which is a fine Italian restaurant defined by their collection of perfected dishes, masterful cocktails, and highly trained staff.

In addition, Elmer and Delmy own three Mexican restaurants, Tacos Tequila in Fitchburg, MA, Bandoleros Mexican Grill in Devens, MA, Bandoleros Mexican Grill in Concord MA, and another Italian restaurant, Dario's Ristorante, in Concord MA.

Family owned and operated, Elmer and Delmy Melendez's restaurants have brought something truly special to the neighborhoods in which they operate. Inside their doors, these dining establishments reverberate with livelihood, simplicity, and innovation; a modern, yet traditional setting in which conversation is king.

The specialties for Bandoleros Andover will be:

Tacos

3 Corn tortilla served with rice or beans & salsa

Quesadillas

Grilled flour tortilla filled with Bandoleros cheese blend
Served with rice or beans, pico & sour cream

Fajitas

Rice, beans, pico, guacamole, sour cream, & tortillas

Burrito Mojado

Rice, beans crema, curtido, guacamole, queso, & red sauce

Tex Mex

Includes choice of protein

Platillos

Carne Asada, Camarone Salseados, Parrillada, Salmon Mazatlan, Chile Poblano, Enchiladas, Enmoladas, Carnitas Uruapan, Torta Ahogada, Choripollo

Bandoleros Andover's mission is to provide authentic Mexican fare that the community can enjoy for lunch and dinner. Bandoleros Andover will be based on its owner's experience with people and a love for traditional Mexican fare.

Bandoleros Andover's main competition will continue to lie with other restaurant operators. For this

reason, marketing the business at the new location is particularly important. To reach its target the marketing plan for Bandoleros Andover will include:

- Fostering referrals through positive word of mouth by offering superior customer service.
- Professionally designed and maintained website
- Social Media marketing

Bandoleros Andover location will be located on a property that is fully permitted, with full liquor license, common victualer's license, and catering license.

Elmer Melendez will operate the business as a Massachusetts corporation.

Elmer's short-term goals include completing this Business Plan with all the needed research and understanding the basic principles, continued development of marketing strategies including updating the Website, and continuing to build a solid accounting system to control costs and profitability.

Bandoleros Andover anticipates opening in July 2025.



Section II. Mission, Goals and Objectives

General Description of the Business

Bandoleros Andover will provide the community with authentic Mexican fare in Andover, Massachusetts. Elmer, the owner, will continue to utilize this skills and education to provide the quality products and services. Bandoleros Andover is currently under a Purchase and Sale Agreement for \$3,200,000.

Mission Statement

Bandoleros Andover's mission is to provide authentic Mexican fare that the community can enjoy for lunch, and dinner. Bandoleros Andover is based on its owner's experience with people and a love for traditional Mexican fare.

SHORT TERM GOALS AND OBJECTIVES (Within Two Years)

Goal #1: Complete the business plan.

Objectives:

- Acquiring the research needed.
By APR 2025. Elmer Melendez & Ray Belanger, New Vue Communities
- Complete the business plan and understand the basic principles.
By APR 2025. Elmer Melendez & Ray Belanger, New Vue Communities

Goal #2: Purchase suitable location to open Bandoleros Andover in Andover, MA.

- Explore feasibility of purchasing suitable location at 429 South Main Street.
MAR / APR 2025 - COMPLETED. Elmer Melendez
- Make offer to purchase commercial property at 429 South Main Street in Andover.
By APR 2025 - COMPLETED. Elmer Melendez and Robert W. Ancil
- Apply for financing to acquire identified property
 - ✓ Apply for a \$1,600,000 Loan
at M&T Bank
 - ✓ Apply for a \$1,280,000 504
loan through the SBA

By APR 2025. Elmer Melendez

Goal #3: Close on approved financing and real estate

Objectives:

- Acquiring approval from M&T Bank
APR / MAY 2025. . Elmer Melendez & M&T Bank commercial loan department
- Acquiring approval from identified CDC for SBA 504 loan.
APR / MAY 2025. Elmer Melendez, M&T Bank, and CDC
- Close on above financing and real estate acquisition
JUN 2025. Elmer Melendez, Robert W. Anctil, M&T Bank, and CDC

Goal #4: Complete legal / licensing / permitting

Objectives: Form business entity under which to operate Bandoleros Andover

- Identify and solicit advice from CPA & attorney. MAR 2025- COMPLETED. Elmer Melendez
- Form a separate legal entity (Massachusetts Corporation). APR / JUN 2025. Elmer Melendez and Robert W. Anctil.

Objective: Obtain verification of permitted use of the building from Town of Andover

- Attend Andover License Commission meeting. APR / MAY 2025. Elmer Melendez
- Obtain Occupancy Permit from Andover Building Department. MAY / JUN 2025. Elmer Melendez.

Objective: Apply for liquor license

- Attend Andover License Commission meeting. APR / MAY 2025. Elmer Melendez
- Andover License Commission approval. JUN 2025. Elmer Melendez
- Alcoholic Beverage Control Commission approval. JUN 2025. Elmer Melendez
- Massachusetts Department of Revenue approval. JUN 2025. Elmer Melendez

Goal #6: Open Bandoleros Andover location for business.

Objectives:

- Final preparation of site. By JUN 2025
- Grand Opening. By JUL 2025

Background Information

The Town of Andover is a unique dining destination for its mix of restaurants, types of cuisine, and mix of classic and modern options.

Popular Restaurants & Cuisine:

- LaRosa's: Known for its friendly atmosphere and regional Italian cuisine with a focus on locally sourced ingredients.
- Grassfields Steak & Seafood: A popular choice for steak and seafood, with a focus on quality ingredients and a relaxed atmosphere.
- BuenoMalo: A Mexican restaurant and bar known for its lively atmosphere and delicious food.
- Chateau: A long-standing Italian restaurant serving classic dishes and offering a warm, inviting atmosphere.
- Casa Blanca: A Mexican restaurant with multiple locations known for its family-friendly atmosphere and authentic Mexican cuisine.
- Karma: A Chinese, Japanese, Sushi, and Asian restaurant offering a variety of dishes.
- Brooksy's Brick Oven & Bar: An upscale pizza restaurant that opened in the former Bertucci's space, offering a variety of pizzas and other dishes.
- Akita Ramen: A Japanese ramen shop that opened in the Shawsheen Plaza, offering authentic ramen dishes.
- Elm Square Oyster Co.: An American and Seafood restaurant known for its fresh seafood dishes.
- Thai Sweet Basil: A Thai restaurant offering a variety of Thai dishes.
- Raagini Indian Bistro: An Indian restaurant offering a variety of Indian dishes.
- Palmers Restaurant & Tavern: An American bar and restaurant offering a variety of dishes and a lively atmosphere.

Andover's Unique Features:

- Diverse Cuisine: Andover offers a mix of cuisines, from Italian and American to Mexican, Thai, and Japanese.
- Upscale and Casual Options: You can find both upscale dining experiences and more casual, neighborhood spots.
- Local Focus: Many restaurants emphasize using local ingredients and supporting local businesses.
- Recent Openings and Closings: The restaurant scene is dynamic, with new restaurants opening and some closing, keeping things fresh and exciting.
- Focus on Experience: Restaurants in Andover prioritize creating a welcoming and enjoyable dining experience for their customers.
- Cozy and Intimate: Andover has some restaurants known for their cozy and intimate atmospheres, perfect for a romantic evening or a relaxed gathering.

The Market

Demographics of Andover, MA Area

- ✓ **Population** 371,201 within 10 miles
- ✓ **Households** 139,483 within 10 miles
- ✓ **Median Household Income** \$133,461 within 10 miles
- ✓ **Traffic Count** Main Street +/- 49,260 vehicles/day
- ✓ **Prep Schools** Phillips Academy – Andover / Founded 1778, Brooks Academy – Founded 1926
- ✓ **Attractions** Harold Parker State Forest, Stevens-Coolidge House & Gardens, Addison Gallery of American Art

The Industry

According to the National Restaurant Association, opportunity and cautious optimism will drive restaurant industry growth in 2025.

Consumers plan to continue spending in their local restaurants, pushing industry sales nationwide to a projected \$1.5T, while restaurant operators will continue to fuel economic growth in their communities by adding a projected 200K jobs, bringing total industry employment to 15.9M.

Meeting customers' wants and needs and creating an experience that keeps them coming back will be paramount to growth. Expanding the definition of value to include a dynamic mix of experience, innovation and affordability will create opportunity for higher traffic and greater loyalty. And a renewed focus on word-of-mouth recruitment tactics will help reinforce the drawing power and opportunity of industry careers.

The key findings in a recent State of the Restaurant Industry report by the Association;

- **Consumers prioritize restaurants:** The foodservice industry is forecast to reach \$1.5T in sales in 2025, and a strong majority of consumers say they would use restaurants more if they had the money.
- **Employment opportunities for all:** The industry workforce is projected to grow by 200K jobs, for total industry employment of 15.9M by the end of 2025.
- **Experience over price:** Many restaurant customers—including 64% of full service customers and 47% of limited-service customers—say their dining experience is more important than the price of the meal.
- **Value remains top of mind:** To drive customer traffic, 47% of operators plan to add new discounts, deals, or value promotions.

- **Boosting on-premises traffic is a priority:** The majority of restaurant operators across all segments—including 90% of fine dining operators and 87% of casual dining operators—say building on-premises business is more important for their success than greater off-premises business.
- **Consumers love restaurants:** 9 in 10 adults say they enjoy going to restaurants. Restaurants allow them to enjoy a favorite meal that has flavor and taste sensations they can't easily replicate at home..

The 2025 State of the Restaurant Industry report is the authoritative source for industry sales projections and trends. It is based on analysis and forecasts by National Restaurant Association economists and surveys of restaurant operators and consumers conducted throughout the year.

Section III. Organizational Matters

Business Structure

Elmer Melendez will form a separate Massachusetts Corporation, to own and operate the Andover location. Elmer will choose to be taxed as an “s” corporation. Evaluation of the business structure was necessary considering legal liability issues and protection of the owner's personal assets.

Management

Elmer assisted by his wife, Delmy Melendez will have full responsibility for financial aspects of the business.

Personnel

The personnel plan for Bandoleros Andover will include:

- Owner/Operator – Elmer Melendez
- Bookkeeper / Accountant – Delmy Melendez
- General Manager
- Kitchen Manager
- 6 Cooks
- 2 Dishwashers
- 3 Bartenders
- 15 Servers
- 4 Bussers

Elmer will use his experience and skills in management to launch and oversee the business along with providing customer service daily. Elmer and his wife Delmy have owned and managed restaurants since 2007.

Section IV. The Marketing Plan

The Products

Products Description

At Bandoleros Andover customers will be able to satisfy their craving for fine dining. They will have plenty of Mexican food items. The restaurant will serve lunch and dinner only.

Customers will treat themselves to great-tasting Mexican food at Bandoleros Andover. The business will be the community's first choice for fine Mexican cuisine.

Marketing Strategies

Promotional Strategies

1. Digital Marketing & Social Media

Leverage Social Media: Consistently post high-quality images and videos of dishes on Instagram, Facebook, and TikTok. Engage with customers by responding to comments and messages.

Influencer Marketing: Partner with local food bloggers and influencers to promote the restaurant.

Google My Business Optimization: Ensure the restaurant is listed and optimized on Google, including updated hours, menu, photos, and customer reviews.

SEO for Website & Blog: Write blogs about cuisine, recipes, or restaurant updates to rank higher in search engines.

Paid Ads: Use Facebook, Instagram, and Google Ads to target local food lovers.

2. Special Events & Promotions

Theme Nights: Host events like Wine Wednesdays, or live music nights to attract crowds.

Limited-Time Offers: Introduce seasonal dishes or exclusive discounts to create urgency.

Loyalty Programs: Reward repeat customers with discounts, free meals, or special rewards.

3. Community Engagement & Partnerships

Sponsor Local Events: Partner with community organizations, schools, or sports teams to gain visibility.

Collaborate with Local Businesses: Offer cross-promotions with nearby stores .

Charity and Givebacks: Donate a portion of sales to a local cause or host charity events.

4. Customer Experience & Personalization

Surprise & Delight: Offer a free appetizer or dessert to first-time visitors.

Special Birthday & Anniversary Offers: Send personalized offers to customers for special occasions.

Table-Side Experiences: Provide unique experiences like table-side appetizers.

5. Online Ordering

Optimize Online Ordering: Ensure a seamless online ordering process through the website or apps like DoorDash, and Grubhub.

Exclusive Online Discounts: Offer special discounts for online or pickup orders.

Meal Subscription or Catering Services: Provide meal plans or catering options for businesses and events.

6. Referral & Word-of-Mouth Marketing

Refer-a-Friend Programs: Give existing customers a discount when they refer new customers.

Encourage Reviews: Offer small incentives for customers to leave Google or Yelp reviews.

Offering superior quality and service, and the utilization of the collateral pieces and strategies will foster positive word of mouth and facilitate referrals. Much of the initial success associated with a restaurant can be attributed to its reputation. If the customers that come to visit the restaurant have a pleasant experience, they will likely pass the information onto their friends and family. A restaurant or any other new business in town will likely become a conversation piece amongst the locals at one point or another, so ensuring that each person who enters the business has a great experience will help to propel the positive reputation.



Section V. The Financial Plan

✓ Sources & Uses of Funds

Elmer Melendez has completed a Sources & Uses of Funds Worksheet. It can be found under separate cover in the financial projection workbook.

✓ Opening Balance Sheet

Elmer has completed an Opening Balance Sheet. It can be found under separate cover in the financial projection workbook.

✓ Income/Expense Projections – Three-Year Projection

Based on his management experience Elmer has completed a three-year Income / Expense Projection. It can be found under separate cover in the financial projection workbook.

✓ Income/Expense Assumptions

Assumptions for the Income / Expense Projections appear as footnotes on the Income/Expense Projection.

✓ Cash Flow Projections – Three-Year Projection

Elmer has completed a three-year Cash Flow Projection. It can be found under separate cover in the financial projection workbook.



Bandoleros

TRUE TASTE OF MEXICO

DUYANAS (SMALL PLATES)

GF GUACAMOLE 11

Fresh avocado, tomato, onion, lime & jalapeno

BANDOLEROS CHEESE DIP 10

Creamy spiced cheese dip served with fresh fried chips

CHICHARRONES 14

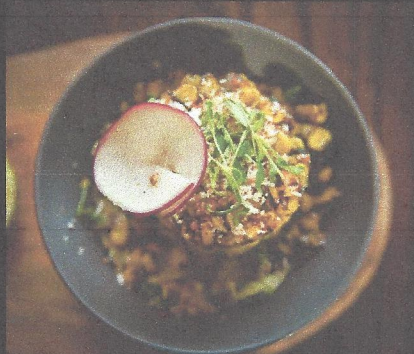
Golden fried pork belly Michoacan style, served with guacamole

GF FLAUTA TAQUITOS 15

Seasoned shredded chicken tinga rolled in a crispy fried corn tortilla, crema, queso fresco, pico de gallo & salsa criolla

GF ELOTE PREPARADO 11

Mexican street corn, sweet corn on the cob, lime, chilito, mayo & cotija cheese.
TRY ESQUITE STYLE (Off the Cob) 12



QUESO FUNDIDO 13

Oaxaca & Chihuahua cheese fondue with pico & tortillas
ADD *Chorizo 3 | *Poblano & Portobello 3

v TAMALITOS 16

Steamed Corn dough cakes wrapped in corn husk filled with chicken or rajas con queso (poblano).
Pico, Salsa & Crema

v TETELAS 14

Blue corn quesadilla filled with Oaxaca cheese portobello & roasted poblanos, topped with crema, pico, pickled onion & avocado mousse.



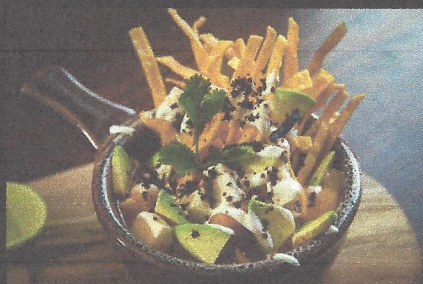
SOPAS

v SOPA AZTECA (Tortilla Soup) 10

Tomato & Epazote broth, crispy corn strips, queso fresco, panela cheese, avocado, crema.
Garnished with pasilla chilis. ADD CHICKEN 4

CONSOME CON CARNE 12

Shredded beef soup, onions, cilantro, lime, radish & handmade corn tortillas



ENSALADA

BARRIO 15

Romaine lettuce blend, queso fresco, panela, avocado, cherry tomato, tortilla strips, & cilantro ranch dressing

TROPICO SALAD 15

Mixed greens, strawberries, pineapple, cranberry, mandarin oranges & beets

ADD SALMON 11 | SHRIMP 7 | CHICKEN 5

CRUDO

* AGUACHILES 18

Sinaloa style, shrimp marinated in lime juice, cucumber-jalapeno salsa, avocado, sesame & blue corn tostada

* CEVICHE 18

Sonora style, white fish cooked in lime juice, pico de gallo.

TAQUERIA (No Mix & match)

Choice of Tacos (Homemade Blue Corn Tortillas) Or
Quesadillas (12" Flour Tortilla, Cheese & Protein Only) Drizzled with crema & pico.
Served with rice or beans.

BIRRIA 20

Shredded beef brisket, chihuahua cheese, onion & cilantro

CHICHARRON (Taco only) 20

Glazed porkbelly, bean puree, pineapple, sesame, pickled onion, cilantro & avocado mousse

ASADA 20

Grilled black angus steak with onions & cilantro

AL PASTOR 20

Achiote Marinated pork with pineapple, onion, cilantro & avocado mousse

CARNITAS 20 Braised pork shoulder with fresh pico

POLLO 18 Grilled chicken, tomato, queso fresco & avocado

CAMARON 20 Grilled shrimp, seafood bisque with avocado & chipotle aioli

PESCADO (Taco only) 18 Crispy fried haddock, served with slaw & chipotle aioli

PORTOBELLO 16 - Roasted with poblano peppers red onion & cilantro.

GRILLED VEGGIES 16

Zucchini, mushroom, corn, spinach, broccoli, onion & peppers



FAJITAS

Rice, beans, pico, guacamole, sour cream and tortillas.
Choice of :

ASADA 26 | CAMARON 24 | POLLO 21

VEGETARIAN 19

TEXAS 32 Steak, chicken & shrimp

OAXACAS 24 Al pastor, pineapple, onions & queso

ALAMBRE 24 Pollo, portobello, bacon, onions & queso

TEX-MEX

BURRITO MOJADO

Rice, beans, crema, curtido, guacamole, queso and salsa.
Choice of:

ASADA 20 | BIRRIA 20 | POLLO 18 | CARNITAS 20

CAMARON 19 | VEGETARIAN 17 | AL PASTOR 20

CHIMICHANGA 19 Fried burrito filled with rice, beans & choice
of beef, chicken or pork. Topped with queso, crema, pico, curtido & Avocado mousse

NACHOS 18

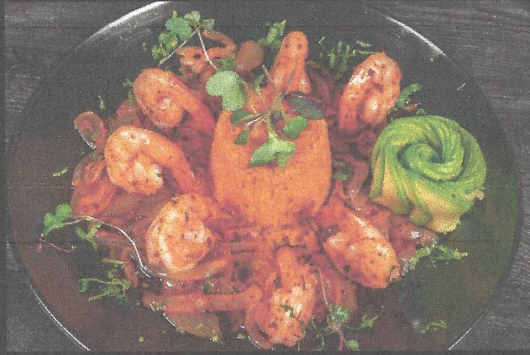
Tortilla chips, beans, cheese sauce, guacamole, crema, jalapenos,
pico & your choice of: Chicken Tinga, Birria or Carnitas.

BOWL STEAK 20 | CHICKEN 20 | SHRIMP 20

PLATILLOS & PARRILLA

PARRILLADA (FOR 2) 42

Asada, pollo, chorizo, shrimp, nopales, toreados, scallions, pico, rice and beans



CAMARONES SALSEADOS 25

Pan seared jumbo shrimp with avocado and rice, choice of ajillo or diablo sauce

* ENMOLADAS 18

Chicken tinga enchilada, mole poblano sauce, queso fresco, pickled onion & crema

CARNITAS URUAPAN 21

Michoacan recipe, braised pork, guacamole, pico, frijoles, jalapenos & salsa verde

* SALMON MAZATLAN 26

Atlantic salmon showered in a lobster sauce, asparagus and rice

* CARNE ASADA 29

Thin sliced ribeye, scallions, panela asada, toreado, pico and rice

CHILE POBLANO 19

Egg battered poblano pepper, stuffed with cheese served with rice, crema & criollo tomato sauce.

TORTA AHOGADA 18

Guadalajara Style sandwich soaked in criollo sauce. Filled with carnitas, beans & avocado. Garnished with pickled onion, cilantro, raddishes & Lime. Diablo sauce on the side.

* ENCHILADAS 18 Verde or Rojas, chicken tinga, queso fresco, pico, cabbage and crema

CHORIPOLLO 22 Chicken breast, chorizo, cheese sauce, cilantro & rice



JUST FOR KIDS

MAC AND CHEESE 8

CHICKEN TENDERS AND FRIES 9

CHEESE QUESADILLA 10 Crema, pico, rice or fries

ARROZ CON POLLO 10 Rice, Grilled chicken & cheese sauce

SIDES

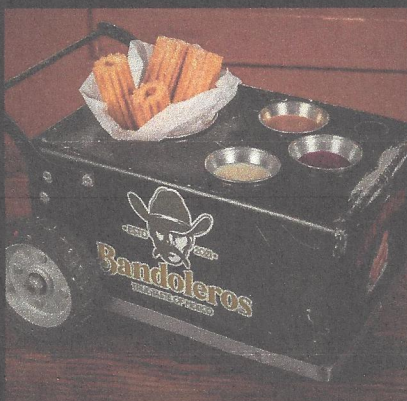
CHARRO BEANS 4 | BLACK BEANS 4

REFRIED BEANS 4 | RICE 4

GRILLED PANELA CHEESE 5

NOPALES (TENDER CACTUS) 4 | SALSA BAR 4

CHILES TOREADOS 5



DESSERTS

TRES LECHE 12

Delicious sponge cake soaked in traditional three milk covered in whipped cream and strawberries

FLAN (HOMEMADE) 12 Vanilla custard & coconut

THE BEST CHURROS 15

Filled with dulce de leche, rolled in cinnamon sugar paired with chocolate abuelita, tres leches & berry sauce



MEXOLOGY 15



BANDOLERO Reposado / Lime / Orange Cognac / Organic Agave

ELMER'S WAHAKAN Mezcal / Mole Bitters / Maraschino

LOMA BONITA Blanco / Lime / Pomelo / Soda / Lillet Rouge

DIABLITO Ghost / Tamarindo / Lime / Tajin

PEPE REYES Blanco / AnchoVerde / Cucumber / Citrus

MULA Cristalino / Strawberry / Lime / Basil / Ginger

JOSEFINA Espadín / Passion / Hibiscus / Ginger

PEPEFINO Gin / Cucumber / Rosemary / Tonic

COCO BOLO Cachaca / Citrus / Coconut / Mint

MANGONADA Blanco / Mango / Chamoy / Tajin

MUCHO GUAVA Cachaca / Citrus / Guava / Mint

CARAJILLO Espresso / Licor 43

TRIPPIN N MICHOACAN Mushroom Aged Charanda / Cloves / Lime

MEDUSA Anejo Tequila / Aperol / Maraschino Liqueur / Lemon / Mezcal Wash

LA BUCHONA Charanda / Aperol / Pineapple / Strawberry / Lemon

MEXTIZO Reposado Tequila / Amaro / Grapefruit / Lime

NAKED & FAMOUS Mezcal / Chartreuse / Aperol / Lime

• Ask for Seasonal Cocktail Availability •

ALTA GAMA

LA PRIMERA DAMA 55

Clase Azul Tequila / C.A. pomegranite / Citrus / Agave Nectar

EL MIRREY 55

Don Julio 1942 / Grand Marnier / Citrus / Agave nectar

AMOR DE UN BANDOLERO 135

Patron Burdeos / Bitters / Orange Oils

NO POISON 4.5

MEXICAN COKE

JARRITOS Ask for Available Flavors

FOUNTAIN DRINKS Pepsi Products

BANDOLEROS SODAS

Sparkling, Orange, Root Beer & Ginger Beer

AGUAS FRESCAS Horchata, Jamaica & Tamrindo

CAFE DE OLLA

CAPPUCCINO 6.5

CERVEZA

BANDOLEROS MEX/LAGER 7

MODELO 6

NEGRA MODELO 6

PACIFICO 6

CORONA 6

CORONA LIGHT 6

HEINEKEN 6

STELLA 6

MICHELOB ULTRA 5

BUD LIGHT 5

• Make it a Michelada •

WINE By the Glass 12

CABERNET

MERLOT

PINOT GRIGIO

PINOT NOIR

RIOJA

HOMEMADE SANGRIA Red, White, or Rose 14

PROFILES



SILVER Crystal Clear, Typically No Oak,
Unaged, Essence of Agave

REPOSADO Rested in Oak. A Fine Balance of Agave
and Wood Flavors

AÑEJO Aged Over a Year. Full-Bodied with Smooth Texture
and Complex Oak Flavor

CRISTALINO Aged then Filtered Through Charcoal.
Añejo Character with the Crisp Bright Notes of a Silver

EXTRA AÑEJO Aged for at least 3 Years, Heavy Bodied,
Sweet and Sugary Long Finish

MEZCAL Distilled from Maguey, Oven Cooked.
Smoky and Overpowering

SOTOL Wild Harvested. Complex and Herbaceous.
Originates from Northern Mexico

RAICILLA Pit Roasted Single or Double Distilled, Subtle Smokiness,
more Acidic, Fruity & Floral than Mezcal & Tequila.
Produced in the State of Jalisco

TEQUILAS



• +\$2 to make it a Margarita •

ARETTE ARTESANAL S14, R15, A16

CANTERA NEGRA S12, R14, A16

CASA DRAGONES S16

CAZCANES S19, R25

CENOTE S14, R15, A16

CIERTO S22, R27, A35

CINCORO S17, R25, A35

CLASE AZUL S22, R35, A95

CORZO S13, R14, A16

DON JULIO S15, R16, A18, C19

FORTALEZA S20, R27, A35

HERRADURA S14, R15, A16, C17

KOMOS C35

LALO S15

LAYA ORGANIC S15, R16, RB17

MAESTRO DOBEL D R15

MAYENDA S17

MIJENTA S15, R16

MILAGRO SELECT BARREL S14, R15, A16

OCHO S14, R15, A16

PARTIDA S12, R14, A15

PATRON S14, R16, A18

TESORO S14, R16, A18

VOLANS S14, R16

1800 S11, R12, A14, C16

PREMIUMS & EXTRA ANEJO

PATRON BARREL SELECT	18	DON JULIO 1942	37
1800 MILENIO	38	DON JULIO PRIMAVERA	35
CANTERA NEGRA E. ANEJO	22	DON JULIO ROSADO	35
CASA DRAGONES JOVEN	60	DON RAMON SWARVOSKI	125
CIERTO E. ANEJO	57	FUENTESECA HUERTA SINGULAR	35
CINCORO E. ANEJO	385	GRAND MAYAN LE	60
CINCORO GOLD	90	PATRON BURDEOS	130
CLASE AZUL 24KT	285	PATRON EL ALTO	35
CLASE AZUL ULTRA	420	PATRON EL CIELO	30
CODIGO 1530 E. ANEJO	57	REY SOL E. ANEJO	60
CUERVO RESERVA DE LA FAMILIA	39	SAN MATIAS RESERVA	17

MEZCAL, SOTOL & RAICILLA

• +\$2 to make it a Margarita •

400 CONEJOS	13	ILEGAL MEZCAL JOVEN	13
BANHEZ JOVEN	11	ILEGAL MEZCAL REPO	15
BOZAL MEZCAL ENSAMBLE ESPADIN	16	ILEGAL MEZCAL ANEJO	18
CLASE AZUL DURANGO	85	REAL MINERO PECHUGA	35
DEL MAGUEY VIDA	12	YUU BAAL ANEJO	20
DERRUMBES MICHOACAN	18	LOS MAGOS BLANCO (SOTOL)	16
DERRUMBES OAXACA	15	LOS MAGOS WHISTLEPIG (SOTOL)	20
DERRUMBES SAN LUIS	13	HACIENDA CHIHUAHUA (SOTOL)	S13, R15, A17
EL VAGO ENSAMBLE	19	LA VENENOSA TABERNAS (RAICILLA)	14
EL VAGO MADRECUISHE	17	LA VENENOSA PUNTAS (RAICILLA)	37
FIDENCIO TOBALA	18		



**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:	99 Restaurants + Pub
DBA:	
PREMISE ADDRESS:	464 Lowell St. Andover, MA 01810
MANAGER/CONTACT NAME:	Lauren Marino
EMAIL:	30002 @ 99restaurants.com
PHONE:	
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 checked="" 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 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: Jim D. Marino Date: 7/9/25

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.us

CRIMINAL RECORD INFORMATION FORM

This form must be completed by all Managers, Directors, Stockholders, and Officers.

BUSINESS/ENTITY NAME:	99 Restaurants + Pub
APPLICANT NAME:	Lauren Marino
APPLICANT ADDRESS:	[REDACTED]
OCCUPATION:	General Manager
BIRTHPLACE:	[REDACTED]
DATE OF BIRTH:	[REDACTED]

If you have any record of misdemeanors including: drunkenness, simple assault, speeding, minor traffic violations, affray or disturbance of the peace, and such offences were disposed of ten or more years prior to the filing of this application, you may be considered to have NO RECORD for the purpose of furnishing this department information as to your criminal record.

I, Lauren Marino (name), applicant for a liquor license (license type) license in the Town of Andover, hereby state that I have not been convicted for violation of a state or federal narcotic law.

I do hereby state that I have no record of criminal convictions in any state or federal court except those listed as follows:

I do hereby state that I have no pending criminal charges against me for any criminal violations in any state or federal court except those listed as follows:

Signed and subscribed to under the pains and penalties of perjury on this

09 day of July, 20 25.
(date) (month) (year)

Signature: _____

Lauren Marino

Any statements contained herein found to be untrue shall be cause for the cancellation and/or revocation of any license granted to the applicant or corporation in which they are a principal or agent.



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

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

SUBJECT INFORMATION:	
Last Name:	Marino
First Name:	Lauran
Middle Name:	Diane
Suffix:	Ms.
Maiden Name (or other name(s) by which you have been known):	
Date of Birth:	[REDACTED]
Place of Birth:	[REDACTED]
Last Six Digits of Your Social Security # (REQUIRED):	[REDACTED]
Sex:	[REDACTED]
Height:	[REDACTED]
Eye Color:	[REDACTED]
Race:	[REDACTED]
Drive License or ID #:	[REDACTED]
State of Issue:	MA
Mother's Full/Maiden Name:	[REDACTED]
Father's Full Name:	[REDACTED]
Current Address:	[REDACTED]
Former Address:	

Office Use Only

The above information was verified by reviewing the following form(s) of government issued identification:

Driver's License Certified Birth Certificate US Passport Other _____

VERIFIED BY: Janie Doherty
Name of Verifying Employee (Please Print)

[Signature]
Signature of Verifying Employee



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

36 Bartlet Street
Andover, MA 01810
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www.andoverma.gov

**CRIMINAL OFFENDER RECORD INFORMATION (CORI)
ACKNOWLEDGEMENT FORM**

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

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

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

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

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

SIGNATURE: *John D. Merritt* DATE: 7/9/25

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

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



REGISTRY DIVISION OF THE CITY OF BOSTON

COUNTY OF SUFFOLK, COMMONWEALTH OF MASSACHUSETTS, UNITED STATES OF AMERICA

Certificate R

I, the undersigned, hereby certify that I hold the office of *[Signature]* City Registrar of the City of Boston and I certify the following facts appear on the records of Births, Marriages and Deaths kept in said City as required by law.

C H I L D C E R T I F I C A T E M O T H E R F A T H E R I N F O R M A T I O N C L E R 21.	3C. COUNTY SUFFOLK		The Commonwealth of Massachusetts DEPARTMENT OF PUBLIC HEALTH REGISTRY OF VITAL RECORDS AND STATISTICS STANDARD CERTIFICATE OF LIVE BIRTH		3D. CITY/TOWN MAKING RETURN BOSTON
	3B. <i>[Redacted]</i>		3E. REGISTERED NUMBER <i>[Redacted]</i>		
	3A. <i>[Redacted]</i>		4A. FIRST LAUREN	4B. MIDDLE DIANE	4C. LAST MARINO
<i>[Redacted]</i>					

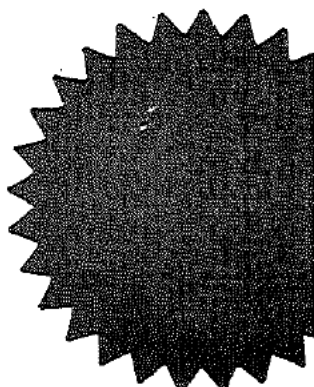
I further hereby certify that by annexation, the Records of the following-named cities and towns are in the custody of the City Registrar of Boston:—

	ANNEXED
East Boston.....	1637
South Boston.....	1804
Roxbury.....	1868
Dorchester.....	1870
Charlestown	}.....1874
Brighton	
West Roxbury	
Hyde Park.....	1912

WITNESS my hand and the SEAL of the CITY REGISTRAR

on this.....Day of... OCT 10 1989 A.D. 19.....

Judith A. McCarthy...City Registrar
By Chapter 314 of the Acts of 1892, "the certificates or attestations of the Assistant City Registrars shall have the same force and effect as that of the City Registrar."





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

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

TAX FORM

APPLICANT NAME:

Lauren Marino 99 Restaurants + Pub

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)

Lauren D. Marino

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

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
 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: 99 Restaurants of Boston, LLC d/b/a 99 Restaurants & Pub

Address: 464 Lowell St

City/State/Zip: Andover, Ma 01810 Phone #: 978-475-8033

<p>Are you an employer? Check the appropriate box:</p> <p>1. <input checked="" type="checkbox"/> I am a <u>employer with 27</u> employees (full and/or part-time).*</p> <p>2. <input type="checkbox"/> I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]</p> <p>3. <input type="checkbox"/> We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**</p> <p>4. <input type="checkbox"/> We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]</p>	<p>Business Type (required):</p> <p>5. <input type="checkbox"/> Retail</p> <p>6. <input checked="" 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: Safety National

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

City/State/Zip: Little Rock, AR 72201

Policy # or Self-ins. Lic. # [REDACTED] Expiration Date: 008/01/2025

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: [Handwritten Signature] Date: 7/14/25

Phone #: 978-475-8033

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

City or Town: _____ Permit/License # _____

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

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

Barbara Green

From: customerservice@nCourt.com
Sent: Wednesday, June 11, 2025 9:57 AM
To: Barbara Green
Subject: [EXTERNAL] Receipt from nCourt

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

YOUR RECEIPT >>

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

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

Payment On Behalf Of
First Name: [REDACTED]
Address: [REDACTED]
City: [REDACTED]
Phone: [REDACTED]

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

Convenience Fee: **\$5.18**
Total Amount Paid: **\$205.18**



IMPORTANT INFORMATION >>

Please verify the information shown above. Your payment has been submitted to the location listed above.



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 239 Causeway Street
 Boston, MA 02114
www.mass.gov/abcc

Print Form

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

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

ECRT CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA: \$200.00

(CHECK MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL)

CHECK NUMBER

IF USED EPAY, CONFIRMATION NUMBER

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

LICENSEE NAME

ADDRESS

CITY/TOWN STATE ZIP CODE

TRANSACTION TYPE (Please check all relevant transactions):

- Alteration of Licensed Premises
- Change Corporate Name
- Change of License Type
- Change of Location
- Change of Manager
- Other
- Cordials/Liqueurs Permit
- Issuance of Stock
- Management/Operating Agreement
- More than (3) \$15
- New License
- New Officer/Director
- New Stockholder
- Pledge of Stock
- Pledge of License
- Seasonal to Annual
- Transfer of License
- Transfer of Stock
- Wine & Malt to All Alcohol
- 6-Day to 7-Day License

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

**ALCOHOLIC BEVERAGES CONTROL COMMISSION
 P. O. BOX 3396
 BOSTON, MA 02241-3396**



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

ANDOVER TOWN CLERK
 REC'D 2025 JUN 25 PM 2:08

AMENDMENT-Change of Manager **Change of License Manager**

1. BUSINESS ENTITY INFORMATION

Entity Name	Municipality	ABCC License Number
99 Restaurants of Boston, LLC	Andover	002600006

2. APPLICATION CONTACT

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

Name	Title	Email	Phone
Lauren Marino	General Manager	30002@99restaurants.com	978-475-8033

3A. MANAGER INFORMATION

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

Proposed Manager Name [REDACTED]

Residential Address [REDACTED]

Email [REDACTED]

Please indicate how many you intend to be on the li [REDACTED]

3B. CITIZENSHIP/BACKGROUND INFORMATION

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

Date	Municipality	Charge	Disposition

3C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name
9/18/2017	3/31/2025	Assistant Manager	99 Restaurants & Pub	Brigid Terpko
4/1/2025		General Manager	99 Restaurants & Pub	Brigid Terpko

3D. PRIOR DISCIPLINARY ACTION

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

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

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

Manager's Signature Date

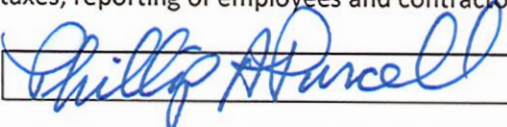
APPLICANT'S STATEMENT

I, Phillip Purcell the: sole proprietor; partner; corporate principal; LLC/LLP manager
Authorized Signatory
of 99 Restaurants of Boston, LLC
Name of the Entity/Corporation

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

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

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

Signature: 

Date: 06/11/2025

Title: VP Legal Services and Associate General Counsel

CORPORATE VOTE

The Board of Directors or LLC Managers of
Entity Name

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

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on
Date of Meeting

For the following transactions (Check all that apply):

Change of Manager

Other

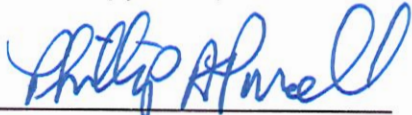
"VOTED: To authorize
Name of Person

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

"VOTED: To appoint
Name of Liquor License Manager

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

A true copy attest,



Corporate Officer /LLC Manager Signature

Phillip Purcell
(Print Name)

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

(Print Name)



Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 239 Causeway Street, First Floor
 Boston, MA 02114

DEBORAH B. GOLDBERG
 TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

KIM S. GAINSBORO, ESQ.
 CHAIRMAN

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	[REDACTED]	LICENSEE NAME:	99 Restaurants of Boston, LLC	CITY/TOWN:	Andover
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APPLICANT INFORMATION

LAST NAME:	Marino	FIRST NAME:	Lauren	MIDDLE NAME:	Diane
------------	--------	-------------	--------	--------------	-------

MAIDEN NAME OR ALIAS (IF APPLICABLE):	[REDACTED]	PLACE OF BIRTH:	[REDACTED] Ma
---------------------------------------	------------	-----------------	---------------

DATE OF BIRTH:	[REDACTED]
MOTHER'S MAIDEN NAME:	[REDACTED]
GENDER:	FEMALE
CURRENT ADDRESS:	[REDACTED]
CITY/TOWN:	[REDACTED]
FORMER ADDRESS:	[REDACTED]
CITY/TOWN:	[REDACTED]

PRINT AND SIGN

PRINTED NAME:	[REDACTED]
---------------	------------

NOTARY INFORMATION

On this	7
(name of document)	[REDACTED]
to be the person	[REDACTED]
its stated purpose	[REDACTED]
NOTARY	

DIVISION USE ONLY

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

The DCI Identity Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCI. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCI via mail or by fax to (617) 890-4614.

Endorsements / Mentions Spéciales / Añotaciones
If your passport expires within six months of your date of departure, you may be denied entry into some countries.



SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

PASSPORT
PASSEPORT / PASAPORTE

THE UNITED STATES OF AMERICA

Type/Type/Tipo P Code/Code/Código USA Passport No. [REDACTED]

USA

Sumama/Noma/Apellidos

MARINO

Given names/Prénoms/Nombres

LAUREN DIANE





Andrew P. Flanagan
Town Manager

TOWN OF ANDOVER

Town Manager's Office
36 Bartlet Street
Andover, MA 01810
978-623-8210
www.andoverma.gov

Please be informed that the Andover Select Board, at its meeting on Monday, August 11, 2025, will discuss the following proposed amendments to the Town of Andover's Traffic Rules and Regulations:

Schedule 1, Article V, Section 2 – Parking Locations and Prohibitions

Location: 79 North Main Street

Amend to: 15 minute parking at 79 North Main Street for a distance of 80 feet, which consists of 4 spaces

The Select Board's meeting will be held in the 3rd Floor Select Board Room of the Town Offices, 36 Bartlet Street, at 5:30 P.M.

If you have further questions regarding this discussion, please contact Andover Police Department Safety Officer Glen Ota at 978-623-3564.



TRAILSIDE ANDOVER

PRESENTATION TO THE ANDOVER SELECT BOARD

AUGUST 11, 2025

D/R/E/A/MCOLLABORATIVE

PROJECT TEAM

D/R/E/A/M DEVELOPMENT
POWERED BY DIVERSITY



- / DREAM is a **Boston-based MBE development, architecture and planning firm** company focused on delivering high-quality, mixed-income housing throughout Massachusetts.
- / **Managing Principal Greg Minott AIA, LEED AP is a long-time resident of Andover.** With over 25 years of relevant experience, he has a deep commitment to building inclusive, vibrant communities through thoughtful design and policy.

- / Hearthstone Realty Corporation is an **Andover based real estate development and consulting corporation.**
- / **President and Founder Willard Perkins is a long-time resident of Andover** with over 35 years of experience.
- / Bill is a **registered professional engineer, licensed construction supervisor and licensed real estate broker** in Massachusetts.

TRAILSIDE ANDOVER

PROJECT LOCATION

- / Location: **Near intersection of Andover Street and Dascomb Road**
- / Size: **2.52 acres across two parcels.**
- / Zoning: **Single Residence B (SRB).**
- / Current Use: **Two vacant homes.** Neither home is listed as historic buildings on the Andover Preservation Commission website.



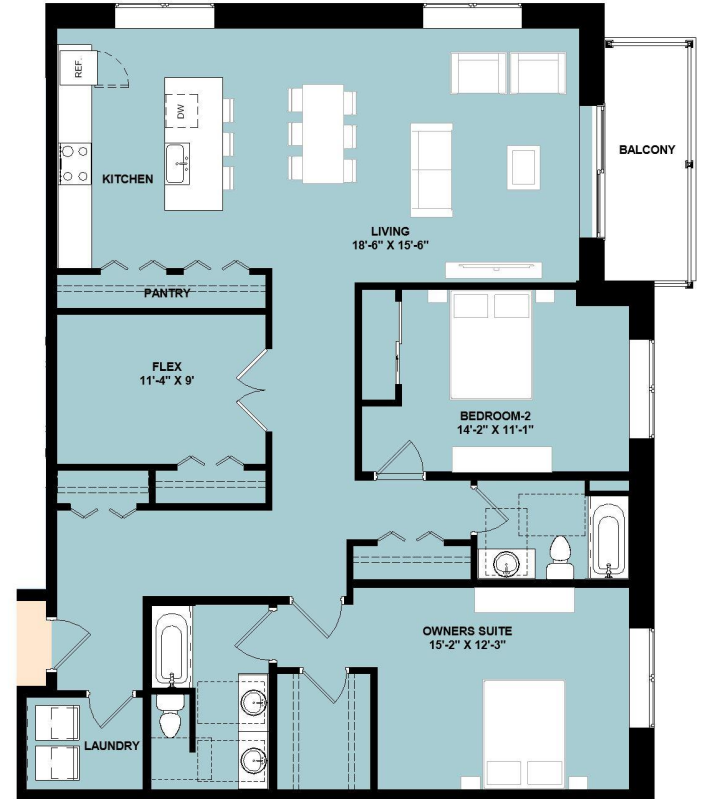
PROGRAM VISION

- / Trailside Andover will provide **40 units (30 market-rate, 10 affordable)** of much-needed affordable home ownership in Andover.
- / The project will allow for **Andover residents to age in place.**
- / Trailside Andover will **enable seniors to downsize while remaining in their community**, surrounded by nature and near important health services.



PROGRAM VISION

- / Tralside Andover will provide **one- and two-bedroom layouts, averaging 1,200–1,500 sf**
- / Units will feature **single-level living, wide doorways, step-free entries and elevator access**
- / **Universal accessibility and aging-in-place design principles** will be integrated throughout
- / Units will feature a **spacious owner's suite, a large kitchen with an island, two bathrooms, and laundry room.**



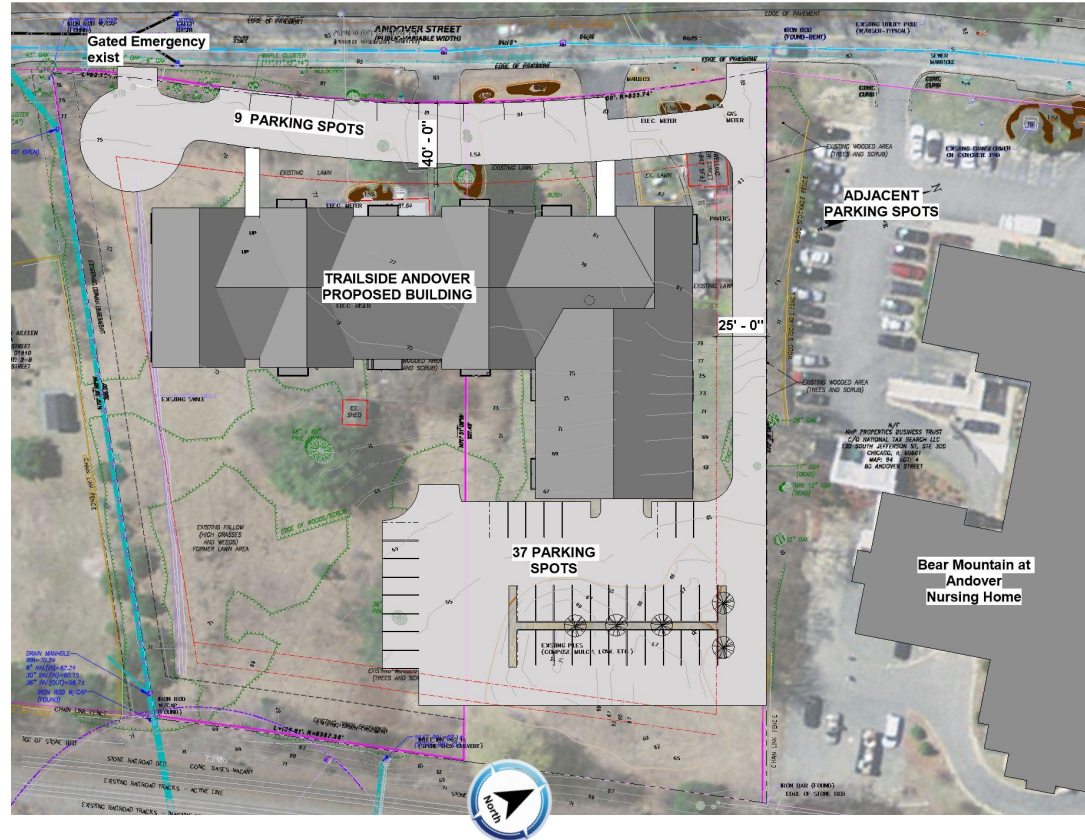
TRAILSIDE ANDOVER

SITE PLAN

The building is oriented on the site with **strategic buffers and landscaping** that enhance **privacy, sustainability, and visual appeal**.

The site design features **outdoor gathering spaces** that support resident well-being and environmental stewardship.

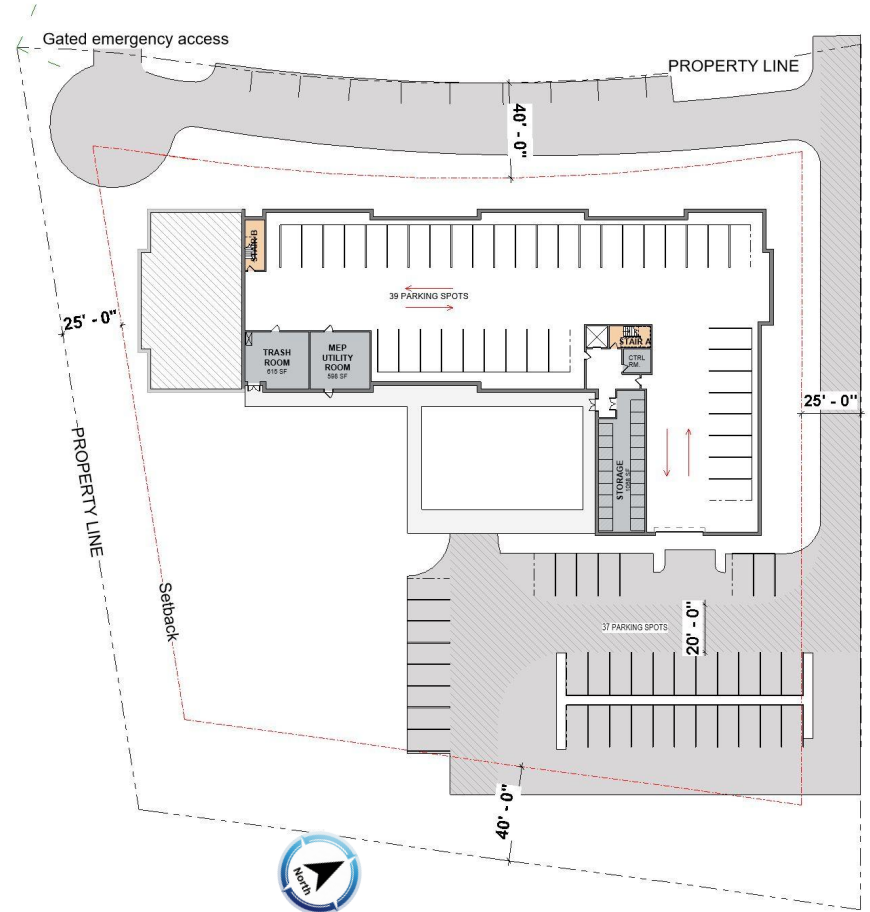
45 surface parking spaces are provided in addition to the garage.



TRAILSIDE ANDOVER

UNDERGROUND FLOOR PLAN

- / Below street level floor provides **thirty nine indoor parking spots**.
- / Backdoor services like **garbage collecting and utility services** are located in the basement level ensuring convenience while minimizing visual impact.
- / **Fire-truck** access is provided on three sides of the building.
- / **Elevator** access is provided on all levels.



TRAILSIDE ANDOVER

TYPICAL FLOOR PLAN



TRAILSIDE ANDOVER

DESIGN VISION

- / The upscale building design will feature a **blend of traditional New England and modern design elements.**
- / The exterior finishes will be composed of **brick, natural stone accents, and cedar-look fiber cement shingles**, complemented by **large, energy-efficient double-hung windows, clean trim detailing, and subtle modern lines.**



TRAILSIDE ANDOVER: WHY THIS PROJECT

COMMUNITY BENEFITS

- / Provide downsizing seniors with **market rate and affordable housing**
- / The creation of **25% affordable units targeted to local seniors and veterans**
- / **Affordable units for households** earning $\leq 80\%$ of Area Median Income (AMI)
- / The project site is **equidistant to the centers of Ballardvale and Andover along with their respective transit stations**
- / Rare opportunity to find a flat, multi-acre site that can be **developed into a multi-family site targeting seniors needs**
- / **Close proximity to Bear Mountain, AVIS trails, and nearby healthcare** promotes independence and wellness
- / Proposed MassWorks application will provide **new sidewalk and other safety improvements**

PROJECT SCHEDULE

- / **Land Under Agreement:** May 2025
- / **Concept Design:** 95% complete
- / **Select Board Approval:** September 2025
- / **MassWorks and State Funding Applications:** Spring 2026
- / **Construction:** Spring 2026 - Summer 2027
- / **Move in to Units:** Q1 2028
- / **Sell-out Period:** Q3 2027- Q1 2028



THANK YOU!

DREAM COLLABORATIVE CONTACT:

Gregory Minott AIA, LEED AP
Managing Partner

CELL:
857.292.0875

EMAIL:
gminott@dreamcollaborative.com



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.

Chair Vispoli called the Select Board Meeting of June 26, 2025 to order at 7:00 PM in the meeting room at the Ballardvale Fire Station.

Members in attendance: Vice Chair Melissa Danisch, and members Ellen Townson, Kevin Coffey. Laura Gregory participated remotely.

Others in attendance: Town Manager Andrew Flanagan, Deputy Town Manager Mike Lindstrom, Town Clerk and Deputy Town Manager Austin Simko and Town Counsel Doug Heim.

II. Opening Ceremonies

A. Moment of Silence/Pledge of Allegiance

The meeting began with a Moment of Silence followed by the Pledge of Allegiance. Chief Murphy welcomed everyone here tonight on behalf of the Andover Fire Dept. This building has been a great addition which they to run a third fire engine and use the training for classes. Thank you to the Board for your continued support.

III. Town Manager Report

The Town Manager said several significant developments and improvements have been made in the Ballardvale area over the past few years; they received an ADA Grant from the Office of Disability that was helpful in making improvements to the Ballardvale Playground which will open in August and added a parking lot to the side of the Fire Station.

Additionally, they have been working on the 2025 Strategic Goals with the help of Town Counsel Phil Heim who created a new Town Project Map that is available on the Town Website that includes brief profiles of ongoing and recently completed projects.

They are preparing for the Annual 4th of July Celebration that will be held this week which includes a Fireworks show happening on July 3rd and a celebration in The Park on July 4th starting with breakfast at the Robb Center at 8:00 AM. The Town Manager recognized the Community Services Department for their work and said the Concerts in The Park will begin this week and the opening of Pomp's Pond.

They have successfully moved the Town Clerk's Office, the Assessor's Office and the Treasurer's Office to the Old Town Hall with full services while the renovations of the offices in the Town Hall are completed. Thank you to the Facilities Staff who planned the updates and the move.

The Town Manager and Austin Simko provided an extensive overview of the Andover High School Renovation Project to the School Committee which included a new Science wing and targeted improvements to former spaces in the building as outlined in the initial goals from the November 2023 Special Town Meeting and Special Education Spaces that are tied back to the Education Plan.

Grant Update: The IT Department received a grant in the amount of \$234,000 from the State Community Compact Fiber Optic Expansion Program, while will build resiliency and redundancy between municipal and school functions across all of our buildings including Public Safety.

Personnel Update: The Town Manager was honored to be in the Town of Hamilton yesterday to attend the swearing in of Chief Eddie Guy who has been an incredible asset to Andover Departments and the Community. Lt. Frank Fitzpatrick will be stepping in as Executive Officer

Updates from the Select Board

Kevin Coffey complimented the Recreation Staff on a great concert series that was kicked off last night attended by many people.

Melissa Danisch said there have been some emotional comments on Facebook and in the media with hateful and harassing language which has consequences. This does not reflect the best of Andover. Please be mindful and respectful.

Chair Vispoli reported that the Select Board will be holding meetings in various schools and Town buildings over the next six months.

IV. Communications/Announcements/Liaison Reports

A. Recognition of Lafayette's Return to Andover

Melissa Danisch provided background information on Lafayette's return to Andover and spoke about the re-enactment of Lafayette's visit to Andover that includes a large picture donated to the Andover Center for History and Culture by the Bank State National Bank titled "General Lafayette Greeting the people of Andover." The picture is dated June 25, 1825. The artist studied at the Boston Museum of Fine Arts and the painting was restored in 1984.

V. Public Comment

Amy Zenofsky said residents will be watching for job postings for the Director of the Board of Health and the Sustainability positions. They would like to see someone who uses a data driven approach. Pollinator Pathways encouraged a townwide composting program and reduction of the use of yard chemicals. In addition, they would like the Town to think about hiring an Environmental Health Director for Tom Carbone's position.

Kristen Wise, Inman Lane, is curious about the goals and review process and the Facility Master Plan process for town buildings (the facilities building). The Town Manager said they have prepared documents, and an update will be provided in July.

VI. Public Hearings

A. Alcoholic Beverages License –The Andover Wine Merchant, LLC

Board reviews and consider voting to approve the application of The Andover Wine Merchant, LLC, d/b/a 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. Attorney Mark Johnson is representing the Andover Wine Merchant. Audra and Michael Prout said it has been a successful year in building out the 63

Park Street space which is a boutique wine shop and offers wine tastings every Friday. They also carry non-alcoholic wine and beer.

Austin Simko reported that all information is in order. Andover's quota was increased so we would gain back one package/malt license to return to their quota and still have capacity for All Alcohol Retail Package Store licenses, six of which are tied to certain areas of Town. They also carry non-alcoholic and lower alcoholic wines and beers.

Melissa Danisch moved to approve the application of the Andover Wine Merchant, LLC and of a wine merchant for a change of license category from a wine and malt retail package store to an all-alcoholic beverages retail package store at 63 Park Street, Unit 6, Andover, Massachusetts, with Michael Prout as the designated manager, subject to the condition that all requirements of the Town are met prior to issuance. The motion was seconded by Kevin Coffey. Roll call vote: Laura Gregory-Y, Ellen Townson-Y, Melissa Danisch-Y, and Alex Vispoli-Y. Motion passes 5-0.

2nd Motion: Melissa Danisch moved that the Board find that the application of the Andover Wine Merchant, LLC, DBA, the Andover Wine Merchant for a change of license category from a wine and malt retail store to an all alcoholic beverage package store at 63 Park Street, Unit six, Andover, Massachusetts is not detrimental to the educational and spiritual activities of the Free Christian Church of Andover at 31 Elm Street, Andover. The motion was seconded by Kevin Coffey. Austin Simko reported that they did not receive any questions or complaints. Roll call vote: Laura Gregory-Y, Ellen Townson-Y, Melissa Danisch-Y, and Alex Vispoli-Y. Motion passes 5-0.

VII Regular Business

A. Trash and Recycling Program

Town Manager and Director of Public Works Carlos Jacquez provided an update on the implementation and potential recommendations for program modifications to the Town Trash and Recycling Program.

The Town Manager thanked Carlos Jacquez and his team for the phenomenal job they have done and said talking points have been provided to every employee in Town Hall so that all personnel can respond to inquiries regarding the modifications to the Trash and Recycling Program.

The distribution of carts started on June 9 - June 18th with an average of 2,212 carts distributed daily. DPW has received a high volume of requests for additional trash cart for disposal beyond the two 65-gallon carts currently allowed under the initial program. Residents can buy a third 65-gallon trash cart for a one-time fee of \$75.00 and expanding the program would be one more cart at \$75.00; anything beyond this will require a nuance approach. The new disposal process will take effect as of July 1, 2025.

Alternative options are being discussed including an Overflow Bag Program administered by DPW staff and a cardboard disposal drop-off location, and additional pickups during the holiday period. Carlos said they have about 10,500 trash stops with 7% requiring more than the standard size carts and requesting additional containers. Melisa Danisch asked how other towns and municipalities deal with this and if it will end up costing the Town more for the service. Carlos said there could be an additional trash fee, they are having conversations with the trash hauler.

Kevin Coffey asked the Town Manager how it impacts the trash contractor and how does the large item affect additional trash. Andrew responded that a third cost wouldn't affect collection, but it would affect the disposal costs. They budgeted based on historic collection data; it was never about cost savings. Andover has been paying a premium to throw out whatever you want. The idea was to control costs to have some predictability and as they grow into this, they can meet unexpected needs. i.e. with bags. There will be a 3-4-week grace period while residents get used to the new process. Updates will be available on the Town website.

Laura Gregory thinks the DPW should administer a bag program that makes sense; there will be times when most everyone will need additional bags, and she is in favor of providing everyone with two barrels and an additional charge for a third barrel. She also pointed out that a high percentage of trash is compostable and buying a compostable bin from the Town would decrease the trash volume.

Dick Howe, three Robandy Road, asked if you can you get a 60-gallon recycling container? Carlos Jacques reported that they have not yet explored additional container sizes.

Alex Vispoli said a lot of good points were made tonight that can be used to raise awareness. of recycling. The Board will look at the options, purchase price, and manual disposal fee; the DPW has conversations with Republic (the trash hauler) several times a week. Town disposal bags will have the Town Seal on them. Information will be available on the town website.

Melissa Danisch moved that the Board offer a 3rd barrel for \$75 and to explore the Bag Program and see what that looks like and cardboard, then provide directions to the Town Manager. The motion was seconded by Ellen Townson and voted 3-2 to approve. Roll call: Laura Gregory-No, Ellen Townson-Yes, Melissa Danisch -Yes, Kevin Coffey-No, Alex Vispoli-Y.

B. Farmers Market Permit

The Select Board to discuss and consider voting to approve an application from Marble Ridge Winery, located at 11 Marble 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. Allie Procopio, Director of Operations at Marble Ridge Winery, is requesting permission from Marble Ridge Winery to provide small samples of wine and sell bottles at the Andover Farmers' Market for (6) six Saturdays starting on July 12th. Marble Ridge Winery holds a Farm Winery License. Austin Simko said it is a similar application to what was presented at the previous Select Board

Ellen Townson moved to approve the request of Marble Ridge Winery as presented subject to the condition that all requirements of the Town are met prior to issuance. Motion was seconded by Kevin Coffey and voted 4-0 to approve. (Laura Gregory left the meeting at 8:34 PMJ).

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.

Mike Lindstrom provided background information on this requesting noting that this would be seed money for a nature-based topographic area to give trial riding experience to young

children. Mr. and Mrs. Eric Olson, 16 High Street said the idea came from a group of people from Town. Mike Lindstrom said the area is about the size of a basketball court.

D. On a motion by Ellen Townson and seconded by Melissa Danisch, the Select Board voted 4-0 to approve a donation of \$10,000 from the Sidney Mae Olson Rainbow Fund for a feasibility study and conceptual design services for a youth mountain biking pump track at Rec Park.

E. Purchase and Sale Agreement for 92 Tewksbury Street

The Board authorized the Town Manager to sign the Purchase and Sale Agreements for the purchase of the properties at 92 Tewksbury Street.

This property rose to the top based on the set of criteria from the Conservation Team. The property is 4.5 acres located along the Shawsheen River and near Pole Hill. Properties along the Shawsheen River rise to the top and this is a large parcel subdivided to the Town would be 3.5 acres of land and close to other conservation holdings. The property is pristine. The Open Space Taskforce values this open space. Direct abutters were glad to see it become Town acquired land protecting it from development. The Land acquisition values \$400,000 in municipal funds.

Kevin Coffey moved that the Select Board authorizes the Town Manager to execute a Purchase and Sale Agreement for the acquisition of Lot A of 92 Tewksbury Street, Andover, Mass 01810 as described on a plan of land in Andover, Massachusetts and prepared for Frank Froberg dated October 9, 2024 consisting of 153,770 sq. feet for the purchase price of \$400,000 and further to authorize the acceptance of the conveyance of such parcel by the Quick Claim Deed. Ellen Townson seconded the motion, and the Board voted 4-0 to approve. Funds were authorized at a prior Town Meeting.

F. End of Year Transfers and Revolving Fund Limits

The Board to vote the end of year transfers and revolving fund expenditure limits for FY-2025. The Town Manager reported on the item deficits in MGL44 Section 34B with the approval of the Finance Committee and the Select Board.

Article 4 includes an annual appropriation to the Finance Committee's Reserve Fund which may only be used to offset unanticipated expenses and requires the Finance Committee approval only.

The Town Manager is requesting approval of \$358,000 for end-of-year deficits, the Town is required to pay the medical costs of Public Safety Employees injured in the line of duty.

Solid Waste is slightly over budget because we operated under the old contract before signing the new contract for a quarter of the year.

Debt Service: They were projecting a surplus in anticipation of borrowing funds.

Technical Schools based on enrollment.

Total expenses: General Fund \$68,113,293.

Kevin Coffey moved to approve end-of-year transfers as presented. Motion seconded by Melissa Danish and voted 4-0 to approve.

On a motion by Kevin Coffey and seconded by Melissa Danisch, the Select Board voted 4-0 to approve the increase in the Recreation Revolving Fund Limit as presented.

G. Select Board Policy Updates

Town Counsel provided an explanation of the Select Board Policy updates and answered questions from the Board. The Town Manager will send information to the Board and frame some of the policies. His intention is to keep moving forward with other policies and provide information to the Board at their next meeting.

Atty Heim talked about trying to tailor and broadcast what the Board’s role is as Water Commissioners and Commissioners of the Dept of Public Works.

H. Goal Development, Town Manager Review and Long-Range Financial Plan Workshops
Board to review proposed schedule and consider voting to approve.

June 26 – Select Board considers approving timeline for Goal Workshops and Town Manager Performance Review – proposed timeline.

July 14 – Goal Workshop #1

July 23 – Town Manager to send documents to the Select Board

July 28 – Goal Workshop #2

August 6 Board to submit completed performance to review to Chief People Officer Director of Human Resources.

August 11 – Board to vote on goals and review and consider adopting FY-2026 Goals and Town Manager Performance Review

Melissa Danisch moved to approve the schedule for the Town Manager’s Long-range Review. Ellen Townson seconded, and the Board voted 3-0-1 to approve. Selectman Coffey abstained.

VII. Consent Agenda

A. Appointments by the Town Manager

Melissa Danisch moved to approve the following appointments by the Town Manager as presented. Ellen Townson seconded the motion and the Board voted 4-0 to approve.

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

VII. Approval of Minutes

A. Board to approve minutes from the following meetings:

On a motion by Melissa Danisch and seconded by Ellen Townson the Select Board voted 4-0 to approve the following Select Board Minutes:

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

VIII. 2025 Select Board Meetings

A. Board to consider voting to accept the following Select Board Meeting Schedule:
Ellen Townson moved to approve the Select Board Meeting dates as listed. Melissa Danisch seconded the motion, and the Board voted 4-0 to approve.

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

IX. Adjourn

At 9:50 PM on a motion by Ellen Townson and seconded by Melissa Danisch, the Select Board voted 4-0 to adjourn the meeting of June 26, 2025. 2025.

Respectfully submitted,
Dee DeLorenzo
Recording Secretary

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 <i>(Sarah Carroll)</i>	Office Assistant IV	\$80,170.46/year	07/01/2025



Hayley Green
Town Accountant/ Assistant
Chief Financial Officer

TOWN OF ANDOVER

Accounting
36 Bartlet Street
Andover, MA 01810
978-623-8920
www.andoverma.gov

To: Select Board
Finance Committee
School Committee

From: Hayley Green, Town Accountant/Assistant Chief Financial Officer

CC: Andrew Flanagan, Michael Lindstrom, Austin Simko, Magda Parvey,
Keith Taverna, Martha Sybert, Tara Bicknell, Town Website

Date: August 6, 2025

Re: ***FY 2025 Financials***

The attached reports summarize the Town's financial position through May 31, 2025. Included are the following:

- Executive Summary
- Budgeted versus Actual Revenues – General Fund and Enterprise Funds
- Revenue Comparison Graphs
- Personal Services and Other Expenditures by Department
- Reserve Account and Compensation Fund Analysis
- Chapter 44 § 53 E ½ Revolving Funds
- Capital Projects status – FY19 – FY25

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

The attached reports of the Town Accountant summarize FY 2025 revenues and expenditures for the General Fund, Enterprise Funds, Reserve Fund, Revolving Funds and Capital Projects through May 31, 2025.

General Fund

The total general fund receipts of all sources collected through May 31, 2025, are greater than projections through eleven months of the year. FY 2025 local receipts are \$1,162,539 more than FY 2024 collections through the same period. This is primarily due to an increase in motor vehicle excise taxes and licenses and permits, with a very large building permit receipt in March. Off-set receipts collections are \$105,538 greater than FY 2024 collections through the same period, due to increases in ambulance receipts. General fund personal services and other expenses are lower than FY 2025 projections through May 2025. Encumbrances are adjusted throughout the year.

Water Enterprise Fund

The total water enterprise fund collections are greater than the annual projections through May 2025. The user charges receipts are \$1,708,468 more than FY 24 through the same period, due to increased rates and consumption during a dryer summer. Water personal services are in line with, and other expenses are lower than FY 2025 projections through May 2025.

Sewer Enterprise Fund

The total sewer enterprise fund collections are consistent with annual projections through May 2025. The user charges receipts are \$165,295 less than prior year receipts through the same period. Sewer personal services are in line with, and other expenses are lower than FY 2025 projections through May 2025.

Reserve Fund

Town Meeting approved a reserve fund balance of \$321,323. This money has not been used through May 2025.

Revolving Accounts

Town Meeting voted to approve 17 revolving funds with a total spending limit of \$3,305,000.

Capital Projects

These projects are part of the Town's capital improvement plan voted at Town Meeting from taxation. There is a balance of \$2,813,637 available for the most recent seven years of approved projects.

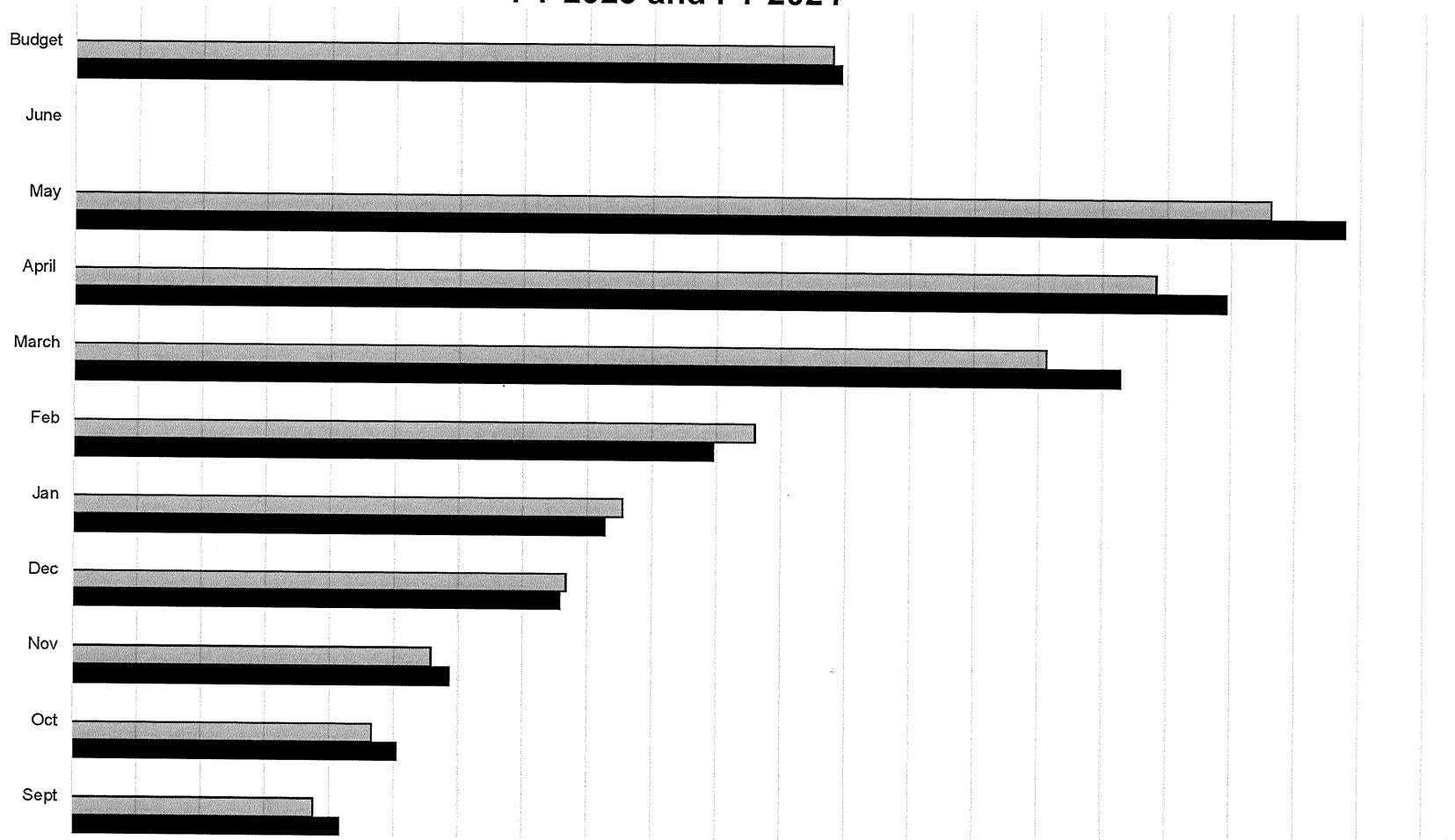
Town of Andover
FY 2025 General Fund Year-To-Date Revenue Report
Budgeted vs. Actuals 5/31/2025 and 5/31/2024

	FY 25 Budgeted	FY 25 YTD	%	FY 24 Budgeted	FY 24 YTD	%	Change in	Change in
Local Receipts	Receipts	Revenues	Collected	Receipts	Revenues	Collected	Budgets	YTD Receipts
Motor Vehicle Excise	5,822,660	6,775,514	116.4%	5,708,009	6,129,696	107.4%	114,651	645,819
Hotel/Motel/Meals	1,869,326	2,475,006	132.4%	1,841,700	2,608,262	141.6%	27,626	(133,256)
Penalties and Interest on Taxes and Excises	480,000	468,619	97.6%	405,000	477,342	117.9%	75,000	(8,722)
Fees	61,000	32,099	52.6%	38,000	85,313	224.5%	23,000	(53,214)
Payments in Lieu of Taxes	479,150	488,630	102.0%	467,463	475,783	101.8%	11,687	12,847
Other Departmental Revenues	276,586	240,368	86.9%	234,586	156,834	66.9%	42,000	83,534
Other Departmental Revenues - School Medicare	200,000	204,816	102.4%	275,000	340,892	124.0%	(75,000)	(136,076)
Non-Recurring Revenues	-	4,519	N/A	-	6,301	N/A	-	(1,783)
Licenses and Permits	2,391,502	4,827,392	201.9%	2,401,315	2,659,018	110.7%	(9,813)	2,168,374
Fines & Forfeits	118,766	261,606	220.3%	132,500	173,910	131.3%	(13,734)	87,696
Investment Income	222,552	3,997,738	1796.3%	275,794	5,499,819	1994.2%	(53,242)	(1,502,082)
Special Assessments	-	81	N/A	-	678	N/A	-	(597)
Total Estimated Receipts	11,921,542	19,776,389	165.9%	11,779,367	18,613,850	158.0%	142,175	1,162,539
Off-Set Receipts	FY 25 Budgeted	FY 25 YTD	%	FY 24 Budgeted	FY 24 YTD	%	Change in	Change in
	Receipts	Revenues	Collected	Receipts	Revenues	Collected	Budgets	YTD Receipts
Recreation	498,531	287,666	57.7%	556,531	460,037	82.7%	(58,000)	(172,371)
Elder Services	120,000	110,091	91.7%	106,000	107,836	101.7%	14,000	2,256
Public Facilities - Rental Receipts	105,000	81,389	77.5%	60,000	100,045	166.7%	45,000	(18,656)
Cemetery - Interment Fees	76,000	59,060	77.7%	60,000	71,843	119.7%	16,000	(12,783)
Public Safety - Police Detail Fees	55,000	72,144	131.2%	70,000	53,941	77.1%	(15,000)	18,204
Public Safety / Fire - Ambulance Receipts	1,768,000	1,904,167	107.7%	1,750,000	1,615,278	92.3%	18,000	288,889
Total Off-Set Receipts	2,622,531	2,514,517	95.9%	2,602,531	2,408,979	92.6%	20,000	105,538
Other Revenues	FY 25 Budgeted	FY 25 YTD	%	FY 24 Budgeted	FY 24 YTD	%	Change in	Change in
	Receipts	Revenues	Collected	Receipts	Revenues	Collected	Budgets	YTD Receipts
Property Taxes (inc. Tax Titles)	191,831,670	189,988,851	99.0%	182,687,607	181,938,293	99.6%	9,144,063	8,050,557
State Aid	17,181,263	15,802,240	92.0%	16,716,855	15,250,551	91.2%	464,408	551,689
Total Other Revenues	209,012,933	205,791,091	98.5%	199,404,462	197,188,844	98.9%	9,608,471	8,602,246
Total Revenues	223,557,006	228,081,996	102.0%	213,786,360	218,211,673	102.1%	9,770,646	9,870,323

Town of Andover
FY 2025 Enterprise Funds Year-To-Date Revenue Report
Budgeted vs. Actuals 5/31/2025 and 5/31/2024

Water Fund	FY 25 Budgeted Receipts	FY 25 YTD Revenues	% Collected	FY 24 Budgeted Receipts	FY 24 YTD Revenues	% Collected	Change in Budgets	Change in YTD Receipts
User Charges	12,074,218	11,699,689	96.9%	12,777,571	9,991,221	78.2%	(703,353)	1,708,468
Water Connection	15,000	10,693	71.3%	5,000	11,322	226.4%	10,000	(629)
Water Testing Fees	20,000	12,061	60.3%	5,000	22,855	457.1%	15,000	(10,794)
Meter Installations	9,000	6,750	75.0%	10,000	8,731	87.3%	(1,000)	(1,981)
Fire Flow Test	6,000	8,864	147.7%	5,000	4,590	91.8%	1,000	4,274
Special/Final Reads	25,000	14,707	58.8%	15,000	13,360	89.1%	10,000	1,346
Backflow/Cross Connection Fees	55,000	84,085	152.9%	80,000	92,765	116.0%	(25,000)	(8,680)
Water Tap	-	600	N/A	-	650	N/A	-	(50)
Liens	80,000	105,452	131.8%	70,000	77,060	110.1%	10,000	28,392
Fire Services	290,000	425,841	146.8%	250,000	201,966	80.8%	40,000	223,875
Interest /Misc Revenue	-	917	N/A	-	8,400	N/A	-	(7,484)
Non-Revenue Interest	26,445	37,937	143.5%	26,445	17,778	67.2%	-	20,159
Total Water Receipts	12,600,663	12,407,594	98.5%	13,244,016	10,450,698	78.9%	(643,353)	1,956,896
Sewer Fund	FY 25 Budgeted Receipts	FY 25 YTD Revenues	% Collected	FY 24 Budgeted Receipts	FY 24 YTD Revenues	% Collected	Change in Budgets	Change in YTD Receipts
User Charges	5,061,671	4,517,133	89.2%	5,354,484	4,682,429	87.4%	(292,813)	(165,295)
Committed Interest/Income	80,000	89,430	111.8%	130,000	114,003	87.7%	(50,000)	(24,573)
Liens	65,000	75,095	115.5%	50,000	48,048	96.1%	15,000	27,047
Apport Assmnts	300,000	374,526	124.8%	400,000	434,804	108.7%	(100,000)	(60,278)
Deferred Property Tax	-	-	N/A	-	13,426	N/A	-	(13,426)
Interest /Misc Revenue	-	1,084	N/A	-	8,805	N/A	-	(7,721)
Non-Revenue Interest	20,000	50,024	250.1%	25,000	54,344	217.4%	(5,000)	(4,320)
Unexpended Capital Projects	-	1,469	N/A	-	-	N/A	-	1,469
Total Sewer Receipts	5,526,671	5,107,292	92.4%	5,959,484	5,355,859	89.9%	(432,813)	(247,098)
Total Enterprise Revenues	18,127,334	17,514,886	96.6%	19,203,500	15,806,557	82.31%	(1,076,166)	1,709,798

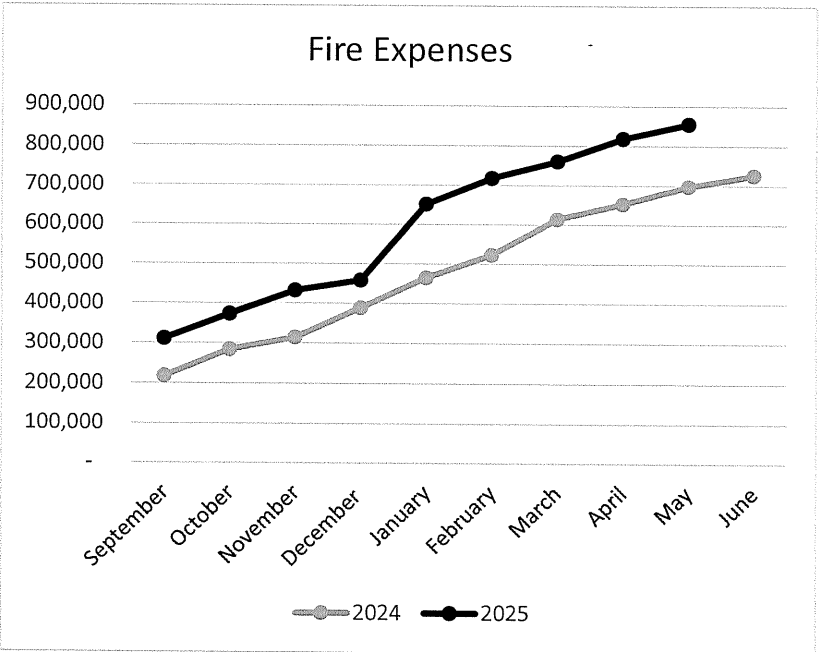
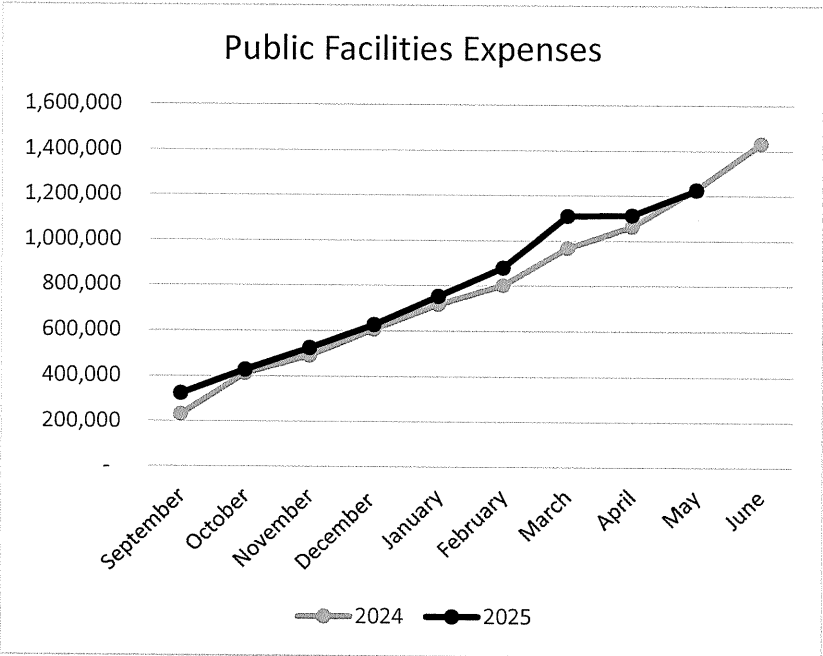
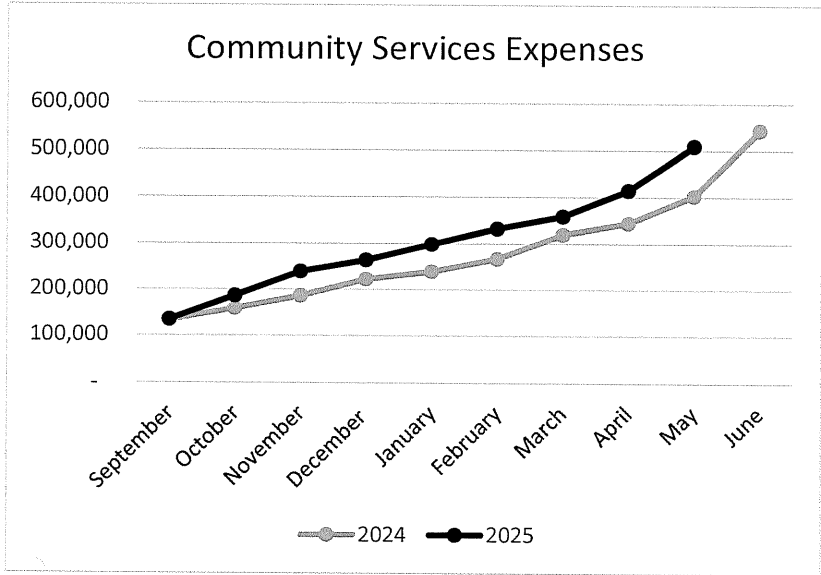
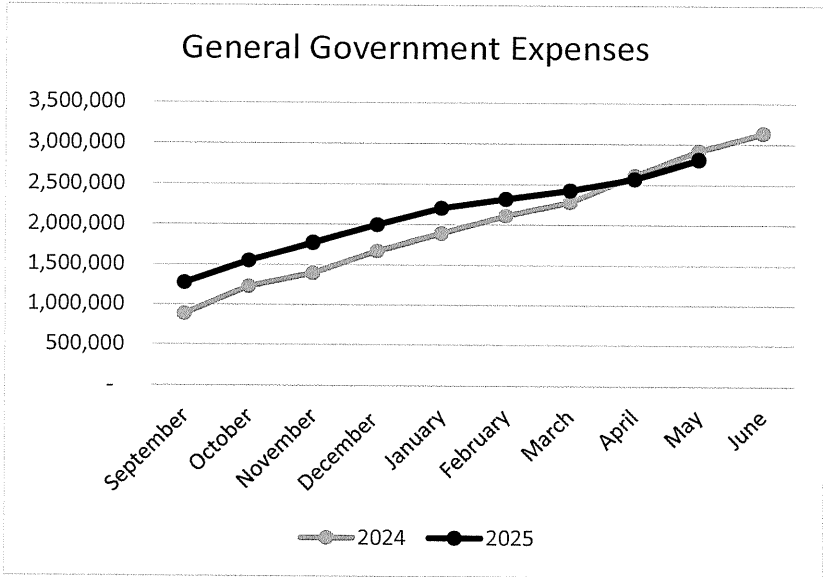
Town of Andover Local Receipts FY 2025 and FY 2024



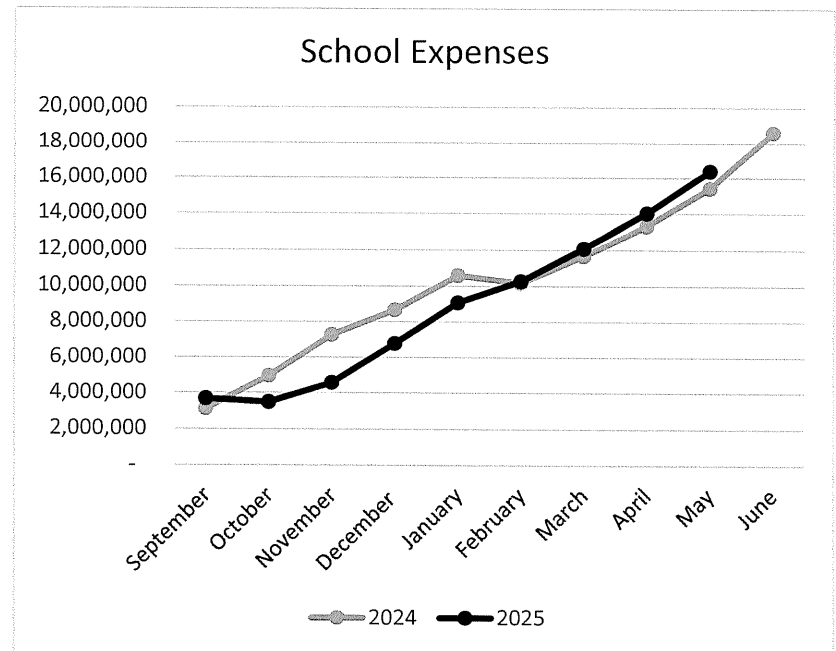
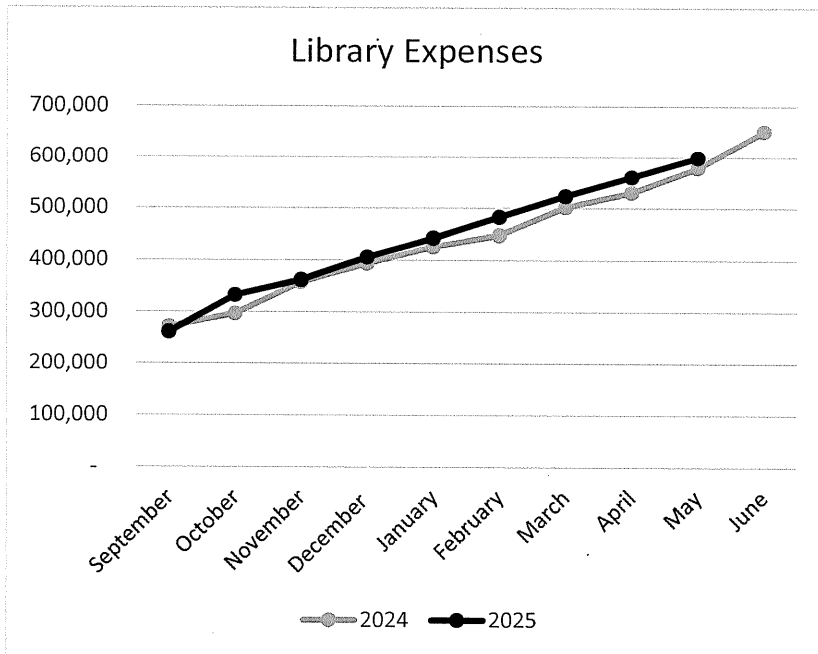
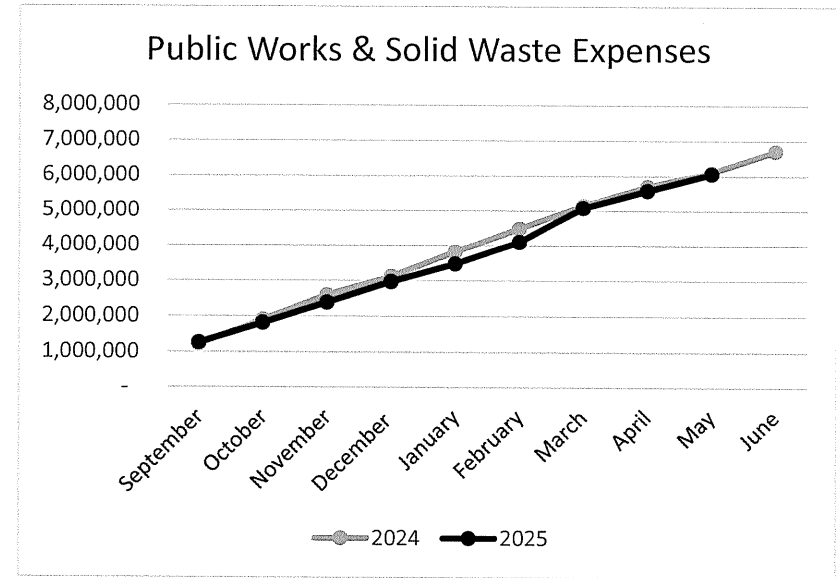
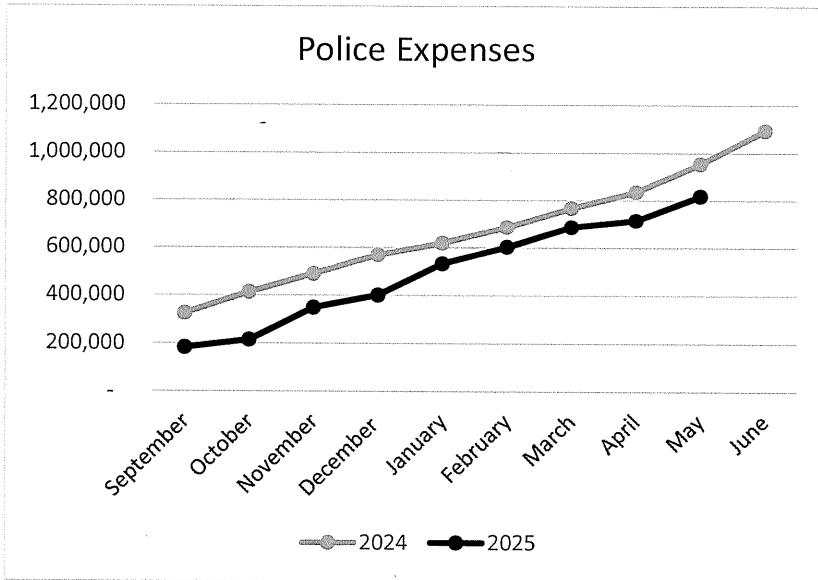
	0	\$1 M	\$2 M	\$3 M	\$4 M	\$5 M	\$6 M	\$7 M	\$8 M	\$9 M	\$10 M	\$11 M	\$12 M	\$13 M	\$14 M	\$15 M	\$16 M	\$17 M	\$18 M	\$19 M	\$20 M	\$21 M
	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	Budget											
■ FY 2024 % of Budget	31.9%	39.6%	47.4%	65.1%	72.6%	90.0%	128.5%	142.9%	158.0%	0.0%	100.0%											
■ FY 2025 % of Budget	34.9%	42.4%	49.3%	63.6%	69.5%	83.6%	136.7%	150.5%	165.9%	0.0%	100.0%											
■ FY 2024 Receipts	\$3,752,141	\$4,659,961	\$5,577,813	\$7,669,262	\$8,546,229	\$10,597,378	\$15,133,862	\$16,832,407	\$18,613,850	\$0	\$11,779,367											
■ FY 2025 Receipts	\$4,165,383	\$5,057,731	\$5,872,141	\$7,586,509	\$8,286,370	\$9,962,359	\$16,296,949	\$17,937,687	\$19,776,389	\$0	\$11,921,542											

Town of Andover
FY 2025 Year-To-Date Budget Report
Personal Services and Other Expenditures thru 5/31/2025

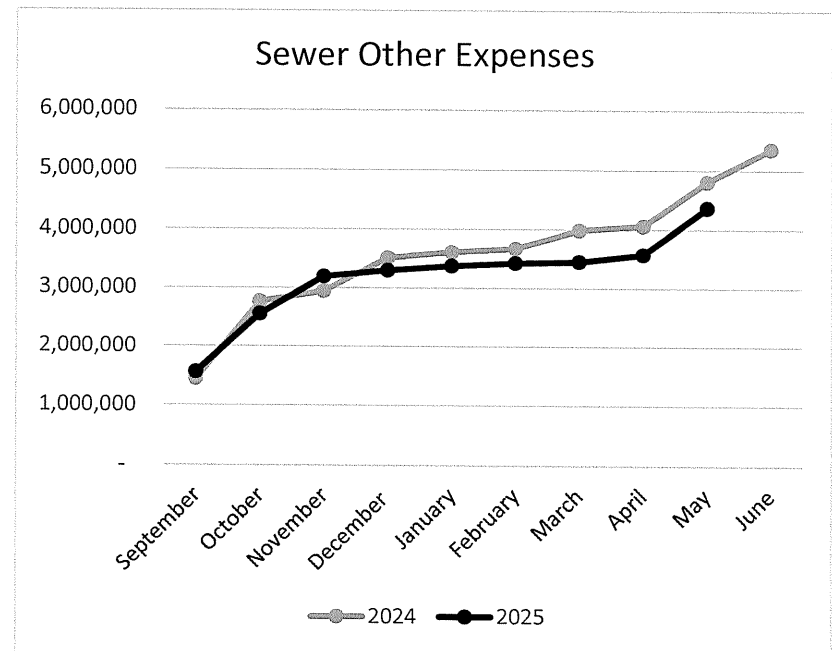
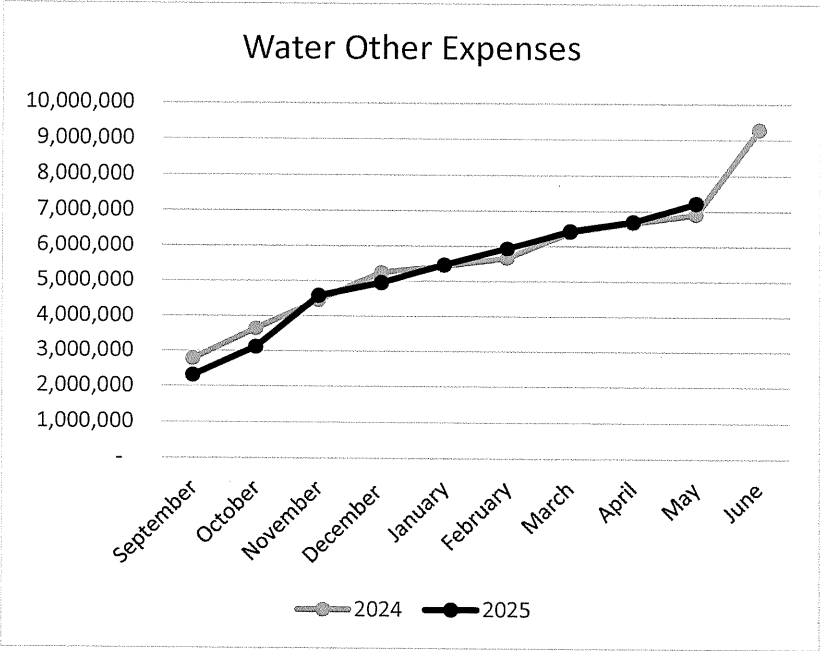
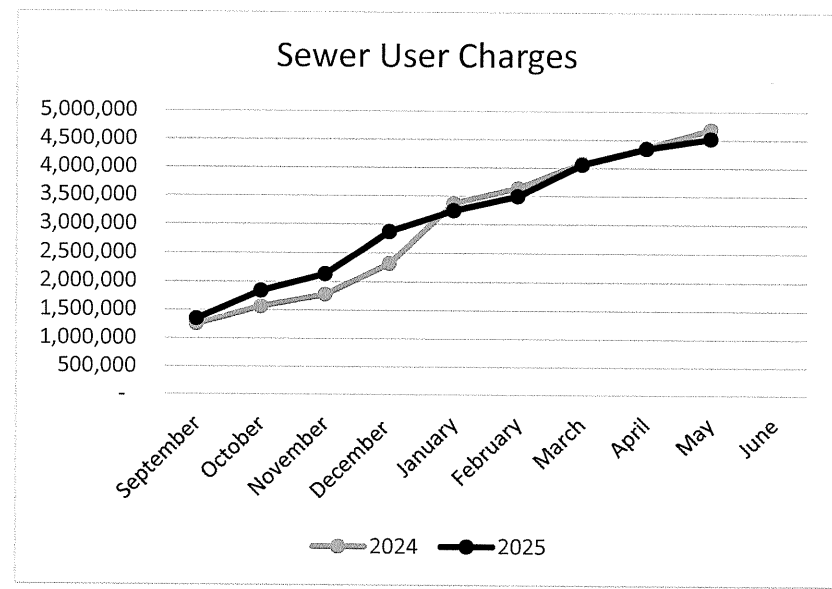
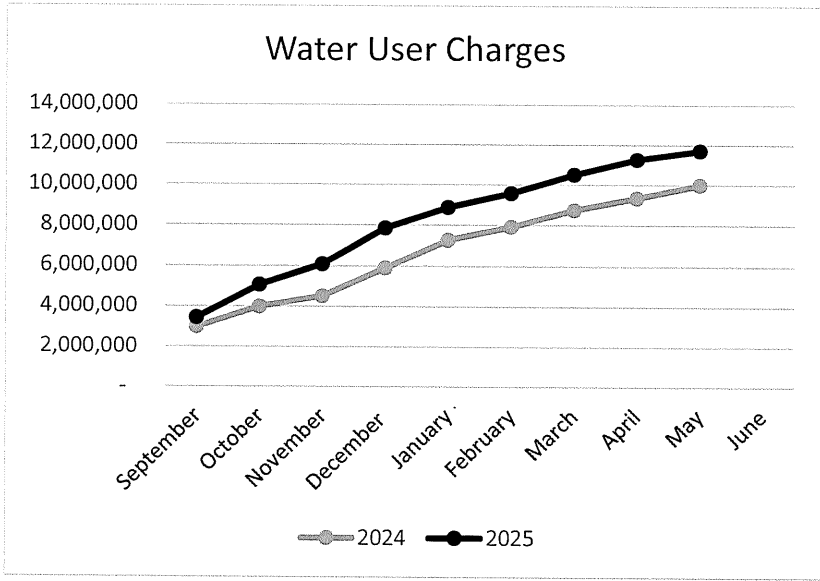
	Original Appropriation	Transfers/ Adjustments	Revised Budget	YTD Expended	Encumbrances	Available Balance	% Expended & Encumbered	% Expended
Personal Services								
General Government	8,523,760	-	8,523,760	7,259,019	-	1,264,741	85.2%	85.2%
Community Services	1,811,840	-	1,811,840	1,554,404	-	257,436	85.8%	85.8%
Public Facilities	2,826,220	-	2,826,220	2,547,933	-	278,287	90.2%	90.2%
Public Safety - Fire	9,644,286	325,000	9,969,286	9,174,206	-	795,080	92.0%	92.0%
Public Safety - Police	8,856,002	350,000	9,206,002	8,043,641	-	1,162,361	87.4%	87.4%
Public Works	3,809,170	240,026	4,049,196	3,745,015	-	304,181	92.5%	92.5%
Library	2,414,256	-	2,414,256	2,169,050	-	245,206	89.8%	89.8%
Solid Waste	80,362	-	80,362	68,383	-	11,979	85.1%	85.1%
School	82,640,530	-	82,640,530	68,640,181	13,184,288	816,061	99.0%	83.1%
Total Personal Services - General Fund	120,606,426	915,026	121,521,452	103,201,831	13,184,288	5,135,332	95.8%	84.9%
Water Enterprise	2,339,562	-	2,339,562	2,112,470	-	227,092	90.3%	90.3%
Sewer Enterprise	388,877	-	388,877	354,583	-	34,294	91.2%	91.2%
Total Personal Services - Enterprise Funds	2,728,439	-	2,728,439	2,467,053	-	261,386	90.4%	90.4%
Other Expenses								
General Government	2,905,279	499,513	3,404,792	2,810,094	414,102	180,595	94.7%	82.5%
Community Services	649,000	147,046	796,046	509,283	93,259	193,503	75.7%	64.0%
Public Facilities	1,461,400	90,759	1,552,159	1,224,681	217,293	110,185	92.9%	78.9%
Public Safety - Fire	691,504	380,335	1,071,839	854,688	148,892	68,259	93.6%	79.7%
Public Safety - Police	1,002,800	49,149	1,051,949	817,438	166,940	67,572	93.6%	77.7%
Public Works	2,589,879	669,372	3,259,251	2,385,850	815,366	58,035	98.2%	73.2%
Library	683,085	1,600	684,685	598,599	69,262	16,824	97.5%	87.4%
Solid Waste	4,059,770	326,739	4,386,509	3,664,088	860,250	(137,829)	103.1%	83.5%
School	20,120,891	1,295,333	21,416,224	16,370,014	4,494,244	551,966	97.4%	76.4%
Technical Schools	1,351,587	-	1,351,587	973,416	283,538	94,633	93.0%	72.0%
Debt Service	27,952,429	-	27,952,429	26,318,854	7,140	1,626,435	94.2%	94.2%
Insurance	1,549,284	9,086	1,558,370	1,368,951	25,224	164,195	89.5%	87.8%
Health Insurance	25,135,936	-	25,135,936	14,350,178	-	10,785,758	57.1%	57.1%
Unemployment	172,303	5,084	177,387	177,387	-	-	100.0%	100.0%
Retirement	7,481,089	-	7,481,089	7,481,086	-	3	100.0%	100.0%
Reserve Fund	200,000	121,323	321,323	-	-	321,323	0.0%	0.0%
OPEB Appropriation	1,874,364	-	1,874,364	1,874,364	-	-	100.0%	100.0%
Total Other Expenses - General Fund	99,880,600	3,595,339	103,475,939	81,778,972	7,595,510	14,101,456	86.4%	79.0%
Water Enterprise	10,567,288	381,183	10,948,471	7,213,781	718,739	3,015,951	72.5%	65.9%
Sewer Enterprise	5,112,039	931,538	6,043,577	4,363,373	845,430	834,774	86.2%	72.2%
Total Other Expenses - Enterprise Funds	15,679,327	1,312,721	16,992,048	11,577,155	1,564,169	3,850,725	77.3%	68.1%
Total - General Fund	220,487,026	4,510,364	224,997,390	184,980,804	20,779,799	19,236,788	91.5%	82.2%
Total - Enterprise Funds	18,407,766	1,312,721	19,720,487	14,044,208	1,564,169	4,112,110	79.1%	71.2%



*Expenses vary from year to year due to timing and departmental needs, but can still be on budget.



*Expenses vary from year to year due to timing and departmental needs, but can still be on budget.



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Town of Andover
FY 2025 Reserve Account
As of 5/31/25

RESERVE FUND

Appropriation by Vote of Town Meetings April and June 2024	\$ 321,323.00
Transfers by Vote of Town Meeting	0.00
Transfers by Authority of the Finance Committee	0.00
Available Balance	<u>\$ 321,323.00</u>

Town of Andover
FY 2025 Revolving Accounts
(M.G.L. CH. 44, § 53 E1/2)
As of 5/31/25

	CD & P Legal Notices Acct 5550	Library Lost/Damaged Materials Acct 5631	CD & P Health Services Clinics Acct 5557	Recreation Special Services Acct 5552	Youth Services Acct 5553	Facilities Field Maintenance Acct 5622	Elder Services Acct 5554	Police Antenna Uses Acct 5653	School Photocopy Fees Acct 4510	Facilities Compost Program Acct 5666	DPW Solid Waste Fees Acct 5667	CD & P Stormwater Management Acct 5668	Fire Emergency Billing Acct 5669	Health Services Inspections Acct 5670	School Professional Development Acct 4500	Student Technology Rentals Acct 4260	Public Space Rentals Acct 5546
Balance thru 6/30/2023	34,517	18,887	53,076	1,430,203	435,076	224,211	179,548	58,892	50,598	34,197	83,617.47	0	681	176,476	3,184	51,854	N/A
Receipts thru 6/30/2024	28,058	3,378	64,730	1,974,285	391,724	87,788	167,133	5,319	3,034	32,967	22,473	0	0	56,660	0	35,750	N/A
Expenditures thru 6/30/2024	28,412	1,797	3,637	1,713,458	186,942	156,636	116,437	0	0	45,423	38,696	0	0	25,473	0	20,390	0
Balance thru 6/30/2024	34,163	20,468	114,169	1,691,031	639,859	155,362	230,244	64,211	53,632	21,741	67,395	0	681	207,663	3,184	67,214	0
Receipts thru 5/31/2025	17,555	2,598	28,276	2,480,150	332,409	79,733	171,269	10,652	3,014	23,501	20,515	0	0	55,110	0	15,600	0
Expenditures thru 5/31/2025	19,040	82	25,320	1,677,991	288,829	101,519	95,405	0	0	29,152	5,710	0	0	1,183	0	38,130	0
Balance thru 5/31/2025	32,678	22,985	117,126	2,493,190	683,439	133,575	306,108	74,863	56,646	16,090	82,199	0	681	261,590	3,184	44,684	0
Spending Authorization	\$35,000	\$20,000	\$60,000	\$1,750,000	\$400,000	\$150,000	\$225,000	\$50,000	\$10,000	\$60,000	\$40,000	\$5,000	\$100,000	\$100,000	\$50,000	\$200,000	\$50,000
Y-T-D % Spent	54.40%	0.41%	42.20%	95.89%	72.21%	67.68%	42.40%	0.00%	0.00%	48.59%	14.28%	0.00%	0.00%	1.18%	0.00%	19.07%	0.00%

**Town of Andover
Capital Projects
5/31/2025**

	<u>FY19</u>	<u>FY20</u>	<u>FY21</u>	<u>FY22</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>Total Available</u>
Budget	1,040,000	1,011,600	1,150,000	1,185,000	1,271,500	1,338,000	1,210,000	
Expended	1,040,000	1,011,600	1,147,165	1,185,000	1,100,520	859,943	404,220	
Encumbered	-	-	1,891	-	24,128	58,988	58,332	
Total School								
Available	-	-	944	-	146,852	419,069	747,449	1,314,314
Budget	487,000	1,069,098	902,108	137,000	150,000	95,000	60,000	
Expended	483,303	1,011,808	902,108	133,583	109,597	28,534	25,000	
Encumbered	3,517	1,600	-	130	3,900	22,270	-	
Total General Government								
Available	181	55,690	-	3,287	36,503	44,196	35,000	174,856
Budget	-	10,000	50,000	-	-	-	-	
Expended	-	10,000	50,000	-	-	-	-	
Encumbered	-	-	-	-	-	-	-	
Total Library								
Available	-	-	-	-	-	-	-	-
Budget	946,000	1,303,000	468,000	1,180,000	1,165,000	1,130,000	1,209,000	
Expended	946,000	1,303,000	437,435	1,165,546	1,063,489	834,507	446,811	
Encumbered	-	-	6,403	11,351	62,715	90,354	57,449	
Total Facilities								
Available	-	-	24,162	3,103	38,796	205,140	704,739	975,940
Budget	250,077	195,000	195,000	255,000	-	40,000	65,000	
Expended	250,077	195,000	195,000	254,948	-	40,000	-	
Encumbered	-	-	-	52	-	-	-	
Total Police								
Available	-	-	-	-	-	-	65,000	65,000
Budget	214,000	-	96,000	88,000	-	185,000	-	
Expended	213,990	-	96,000	77,383	-	-	-	
Encumbered	-	-	-	10,617	-	-	-	
Total Fire								
Available	10	-	-	-	-	185,000	-	185,010
Budget	328,000	400,000	-	165,000	170,000	102,000	80,000	
Expended	328,000	399,119	-	145,000	150,000	64,975	59,390	
Encumbered	-	-	-	-	-	-	-	
Total DPW								
Available	-	881	-	20,000	20,000	37,026	20,610	98,516
Budget	2,225,077	2,977,098	1,711,108	1,825,000	1,485,000	1,552,000	1,414,000	
Expended	2,221,369	2,918,927	1,680,543	1,776,461	1,323,086	968,015	531,202	
Encumbered	3,517	1,600	6,403	22,149	66,615	112,624	57,449	
Total Town								
Available	191	56,571	24,162	26,390	95,299	471,361	825,349	1,499,323
Budget	3,265,077	3,988,698	2,861,108	3,010,000	2,756,500	2,890,000	2,624,000	
Expended	3,261,369	3,930,527	2,827,708	2,961,461	2,423,606	1,827,958	935,421	
Encumbered	3,517	1,600	8,294	22,149	90,743	171,613	115,781	
Grand Total								
Available	191	56,571	25,106	26,390	242,151	890,430	1,572,798	2,813,637