



Select Board Meeting – Agenda Amended 09/04/2025

Monday, September 8, 2025 at 5:30 PM

Cafetorium, West Elementary School

58 Beacon Street Andover, MA 01810

Meetings are televised on Comcast Channel 22 and Verizon Channel 45

I. Call to Order – 5:30 P.M.

II. Opening Ceremonies

- A. Moment of Silence/Pledge of Allegiance
- B. Welcome From Superintendent of Schools
- C. Proclamation in Recognition of the Andover Robotics Club

III. Town Manager Report

- A. Haggetts Pond Rail Trail Update

IV. Communications/Announcements/Liaison Reports

V. Public Comment

VI. Public Hearings

- A. Class II Dealer’s License – Henriquez Auto Sales LLC

Board to review and consider voting to approve the application of Henriquez Auto Sales LLC, 43 Lupine Road, Suite 45, Andover, MA, for a Class II Motor Vehicle Dealer’s License, with Darlin Henriquez, 530 Eastern Avenue, Lynn, MA, as the proposed manager of the business.

VII. Regular Business

- A. Andover Chamber of Commerce

Board to receive an update on Andover Day.

- B. Alcoholic Beverages License – Event on Town Owned Property

Board to consider voting to approve an application from Oak & Iron Brewing Co, at 18 Red Spring Road, Andover, for a Wine and Malt One-Day Liquor License for use on Town property for Andover Day September 20, 2025 (rain date to be the following Saturday) under Select Board Liquor Regulations Section XI.2.N “Special One-Day Alcohol License Policy & Application for Outdoor Events on Town-owned Property.”

- C. Alcoholic Beverages License – Event on Town Owned Property

Board to consider voting to approve an application from Marble Ridge Farm, LLC, doing business as Marble Ridge Winery, located at 11 Marble Ridge Road, North Andover, for a Wine and Malt One-Day Liquor License for use on Town property for Andover Day September 20, 2025 (rain date to be the following Saturday) under Select Board Liquor Regulations Section XI.2.N “Special One-Day Alcohol License Policy & Application for Outdoor Events on Town-owned Property.”

- D. 146 Dascomb Road Conservation Restriction

Board to review and consider voting to sign a Grant of Restrictions for 146 Dascomb Road.

- E. Andover High School Improvement Project Update
Board to receive an update on the Andover High School improvement project.
- F. Town Manager Review Process Subcommittee
Select Board to create a subcommittee to assess the Town Manager review process.

VIII. 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
Scholarship Committee	Deborah Lenzi	Member	09/09/2025	06/30/2028
Scholarship Committee	Erik Smith	Member	09/09/2025	06/30/2028

IX. Approval of Minutes

- A. Board to approve minutes from the following meetings:
 1. July 14, 2025

X. 2025 Select Board Meetings

- A. Board to consider voting to accept the following Select Board Meeting Schedule:
 - October 6, 2025
 - December 8, 2025 Tri-Board

Summary of Town Manager Staff Appointments

The Town Manager is pleased to announce the following appointments:

Department	Name	Position	Date of Hire	Rate/Term
Fire Rescue	Theodore Hart <i>(Victoria Manning)</i>	Firefighter	09/01/2025	\$78,058.93/year
Fire Rescue	Emma Feeney <i>(Robert Harnais)</i>	Firefighter	09/01/2025	\$68,058.93/year
Fire Rescue	David Manning	Firefighter	09/01/2025	\$68,058.93/year
Fire Rescue	Nicolas Penta <i>(Jeremiah Manfra)</i>	Firefighter	09/01/2025	\$75,558.93/year
Innovation & Technology	Brendan Henry <i>(Stephen Douglas)</i>	Experience Architect	09/29/2025	\$115,399.90/year

XI. Adjourn

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

PROCLAMATION

WHEREAS: The Andover High School Robotics Club (ARC) is one of the few programs in Massachusetts with four active teams—Sandstorm, Thunder, Lightning, and Hailstorm—demonstrating Andover High School’s strong commitment to youth engagement in science and technology; and

WHEREAS: ARC Lightning made history this season by qualifying for the Robotics World Championships for the first time in the club’s 15-year history, competing among 256 elite teams from around the globe in Houston, Texas; and

WHEREAS: ARC Sandstorm also had an outstanding season, earning a #2 ranking at the New England Premier Event in Springfield, reaching the semifinal round of the playoffs, and qualifying for the first-ever New England Championship based on their performance at the state competition; and

WHEREAS: ARC Lightning ranked 19th in their division, advanced to the division playoffs, and earned the Second Place Control Award, recognizing their innovative and consistent use of sensors and software—placing them in the top 0.012% globally; and

WHEREAS: These achievements were made possible through the dedication of the students and the guidance of their advisors, Minda Reidy, Dave Brown and Dr. Steve Sanborn.

NOW, THEREFORE: We, the Town of Andover Select Board, recognize ARC Lightning, ARC Sandstorm, and all ARC teams, for inspiring younger students across Andover to pursue robotics and STEM fields, strengthening future opportunities for funding, grants, and community support.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the seal of the Town of Andover to be affixed this eighth day of September in the year two thousand twenty-five.

Alex J. Vispoli, Chair

Ellen Townson, Vice Chair

Melissa Morris Danisch, Clerk

Kevin Coffey

Laura M. Gregory



Town of Andover

Public Hearing

Notice is hereby given under Chapter 140, §58 of the General Laws as amended that Henriquez Auto Sales LLC, 43 Lupine Road, Suite 45, Andover, MA 01810, has applied for a Class II Motor Vehicle Dealer's License.

The public hearing will be held on September 8, 2025, West Elementary School, 58 Beacon Street, Andover, Massachusetts at 5:30PM in accordance with the General Laws relating thereto.

By order of the

Select Board

Austin Simko

Deputy Town Manager/Town Clerk



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

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

GENERAL LICENSE APPLICATION

BUSINESS/ENTITY NAME:	Hernandez Auto Sales LLC
DBA:	
PREMISE ADDRESS:	43 Lapine Rd Andover MA 01810 Suite 45
MANAGER/CONTACT NAME:	DARWIN Hernandez
EMAIL:	DARWIN2715@gmail.com
PHONE:	[REDACTED]
BUSINESS MAILING ADDRESS: (if different from premise)	530 EASTERN AVE LYNN MA 01902
FID/SS#:	[REDACTED]

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

✓	License Type	Fee
	*Common Victualler	\$75.00
	*Entertainment/Amusement Device	\$85.00/\$100.00 per machine
	**Class 1 Dealer's License	\$100.00
U	**Class 2 Dealer's License	\$100.00
	**Lodging License	\$50.00
	*Secondhand/Junk Dealer's License	\$50.00

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: <u>Darwin Hernandez</u>	Date: <u>2-20-25</u>
Upon review of the Licensing Agent, this renewal application requires Town Manager approval as Licensing Authority.	
TOWN MANAGER'S SIGNATURE: _____	DATE: _____

THE COMMONWEALTH OF MASSACHUSETTS

Town of Andover

Form 53

APPLICATION FOR A LICENSE TO BUY, SELL, EXCHANGE OR ASSEMBLE SECOND HAND MOTOR VEHICLES OR PARTS THEREOF

I, the undersigned, duly authorized by the concern herein mentioned, hereby apply for a _____ Class license, to Buy, Sell, Exchange or Assemble second hand motor vehicles or parts thereof, in accordance with the provisions of Chapter 140 of the General Laws.

1. What is the name of the concern?

Henriquez Auto Sales

Business address of concern?

43 Lupine Rd Andover MA 01810

2. Is the above concern and individual, co-partnership, an association or a corporation?

Individual

Co-partnership

Association

Corporation

3. If an individual, state full name and residential address.

DANLIN HENRIQUEZ



4. If a co-partnership, state full names and residential addresses of the persons composing it.

NAME

RESIDENTIAL ADDRESS

NAME	RESIDENTIAL ADDRESS

5. If an association of a corporation, state full names and residential addresses of the principal officers.

PRESIDENT:

SECRETARY:

TREASURER:

6. Are you engaged principally in the business of buying, selling, or exchanging motor vehicles? Yes No
 If so, is your principal business the sale of new motor vehicles? Yes No
 Is your principal business the buying and selling of second hand motor vehicles? Yes No
 Is your principal business that of a motor vehicle junk dealer? Yes No

7. Give a complete description of all the premises to be used for the purpose of carrying on the business

8. Are you a recognized agent of a motor vehicle manufacturer? Yes No

If so, state name of manufacturer.

9. Have you signed a contract as required by Section 58, Class 1? Yes No

10. Have you ever applied for a license to deal in second hand motor vehicles or parts thereof? Yes No

If so, in what city/town?

- Did you receive a license? Yes No

For what year?

11. Has any license issued to you in Massachusetts or any other state to deal in motor vehicles or parts thereof ever been suspended or revoked? Yes No

Sign your name in full: Darlin Hernandez
 (Duly authorized to represent the concern herein mentioned)

Residence: [REDACTED]

IMPORTANT

EVERY QUESTIONS MUST BE ANSWERED WITH FULL INFORMATION, AND FALSE STATEMENTS HEREIN MAY RESULT IN THE REJECTION OF YOUR APPLICATION OR THE SUBSEQUENT REVOCATION OF YOUR LICENSE IF ISSUED.

Note: If the application has not held a license in the year prior to this application, they must file a duplicate of the application with the registrar. (See Sec. 59)

Massachusetts



Western Surety Company

SECOND HAND MOTOR VEHICLE DEALER BOND

(Mass. Gen. Laws Ann. 140, § 58(c))

Bond No. [REDACTED]

KNOW ALL PERSONS BY THESE PRESENTS:

Effective Date: February 26th, 2025

That we, HENRIQUEZ AUTO SALES LLC, as Principal, and WESTERN SURETY COMPANY, a corporation authorized to do surety business in the Commonwealth of Massachusetts, as Surety, are held and firmly bound unto persons who purchase a vehicle from the Principal and who suffer loss on account of a breach of the condition of this bond described below, in the sum of not to exceed TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00), for the payment of which well and truly to be made, we bind ourselves and our legal representatives, firmly by these presents.

WHEREAS, the Principal is a second hand motor vehicle dealer and is required to furnish a bond or equivalent proof of financial responsibility pursuant to Mass. Gen. Laws Ann. 140, § 58(c)(1).

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall pay the amount of actual damages, not to exceed the amount of this bond, to any person who purchases a vehicle from the Principal and who suffers loss on account of: (a) the Principal's default or nonpayment of valid bank drafts, including checks drawn by the Principal for the purchase of motor vehicles; (b) the Principal's failure to deliver, in conjunction with the sale of a motor vehicle, a valid motor vehicle title certificate free and clear of any prior owner's interests and all liens, except a lien created by or expressly assumed in writing by the buyer of the vehicle; (c) the fact that the motor vehicle purchased from the Principal was a stolen vehicle; (d) the Principal's failure to disclose the vehicle's actual mileage at the time of sale; (e) the Principal's unfair and deceptive acts or practices, misrepresentations, failure to disclose material facts or failure to honor a warranty claim or arbitration order in a retail transaction; or (f) the Principal's failure to pay off a lien on a vehicle traded in as part of a transaction to purchase a vehicle when the Principal had assumed the obligation to pay off the lien, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, that recovery against this bond may be made only by a person who obtains a final judgment in a court of competent jurisdiction against the Principal for an act or omission on which this bond is conditioned, if the act or omission occurred during the term of this bond. No suit may be maintained to enforce any liability on this bond unless brought within one (1) year after the event giving rise to the cause of action. This bond shall cover only those acts and omissions described above. The Surety shall not be liable for total claims in excess of the bond amount, regardless of the number of claims made against this bond or the number of years this bond remains in force.

This bond shall be continuous and may be cancelled by the Surety by giving thirty (30) days' written notice of cancellation to the municipal licensing authority at 36 Bartlet St, Andover, MA 01810

by First Class U.S. Mail.

Address

Dated this 26th day of February, 2025.



HENRIQUEZ AUTO SALES LLC, Principal

By: *Vallin Henriquez*

WESTERN SURETY COMPANY, Surety

By: *Larry Kasten*
Larry Kasten, Vice President

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Larry Kasten of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Second Hand Motor Vehicle Dealer

bond with bond number [REDACTED]

for HENRIQUEZ AUTO SALES LLC
as Principal in the penalty amount not to exceed: \$ 25,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 26th day of February, 2025.

ATTEST

L. Bauder

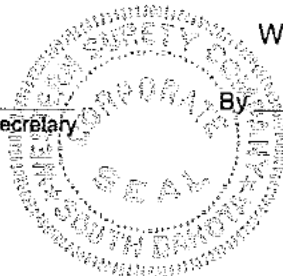
L. Bauder, Assistant Secretary

WESTERN SURETY COMPANY

Larry Kasten

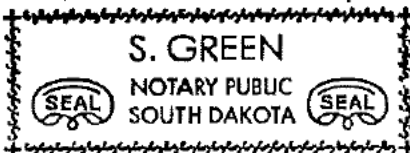
Larry Kasten, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss



On this 26th day of February, 2025, before me, a Notary Public, personally appeared Larry Kasten and L. Bauder

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



S. Green

My Commission Expires February 12, 2027

Notary Public

To validate bond authenticity, go to www.enasurety.com > Owner/Obligee Services > Validate Bond Coverage.





New Renewal

BUSINESS CERTIFICATE

THE COMMONWEALTH OF MASSACHUSETTS

TOWN OF ANDOVER

ANDOVER TOWN CLERK
RCUD 2025 FEB 19 PM 2:14

February 19th, 2025

In conformity with the provisions of chapter one hundred and ten, section five, of the General Laws, as amended, the undersigned hereby declare(s) that a business is conducted under the title of

Henriquez auto sales LLC

D/B/A

(Business Entity Name)

(DBA Name if applicable)

at 43 Lupine Road Suite #45 Andover, MA 01810

(Full Address)

Business Phone: 781-469-8363

Business Email: darlin2715@gmail.com

By the following named person(s), include title if corporate officer:

Owner/Applicant (s)

Residence

Signature (in presence of a notary or
Town Clerk's Office)

Darlin Henriquez

[Redacted]

Darlin Henriquez

The Commonwealth of Massachusetts

Essex

ss

February 19th

, 2025

Personally, appeared before me, the above-named Darlin Henriquez,

and made oath that the foregoing statement is true.

Type of ID(s) Presented: MA Driver's License

ID Number(s):

[Redacted]

Notary Seal

[Signature]

(Signature of Notary Public or Town Clerk's Office)

In accordance with the provision of Chapter 337 of the acts of 1985 and Chapter 110, Section 5 of Mass. General Laws. Business Certificates shall be in effect for four years from the date of issue and shall be renewed each four years thereafter. A statement under oath must be filed with the Town Clerk upon discontinuing, retiring or withdrawing from such business or partnership.

Copies of this certificate shall be available at the address at which business is conducted and shall be furnished on request during regular business hours to any person who has purchased goods or services from this business.

Violations of Chapter one hundred and ten, Section five of the General Laws, as amended are subject to a fine of not more than (\$300) for each month during which violation continues.

Business Certificate Expires: February 19th, 2029



**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:

Dustin Henriquez

DATE:

2-20-25

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



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:	Henriquez Auto Sales
APPLICANT NAME:	DARLIN Henriquez
APPLICANT ADDRESS:	[REDACTED]
OCCUPATION:	
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, DARLIN Henriquez, applicant for a Class II Dealers 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

30 day of February, 2025.
(date) (month) (year)

Signature: Darlin Henriquez

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:	Henbiquez
First Name:	DARLIN
Middle Name:	ANTONIO
Suffix:	
Maiden Name (or other name(s) by which you have been known):	
Date of Birth:	
Place of Birth:	
Last Six Digits of Your Social Security # (REQUIRED):	
Sex:	
Height:	
Eye Color:	
Race:	
Drive License or ID #:	
State of Issue:	MASS
Mother's Full/Maiden Name:	
Father's Full Name:	
Current Address:	
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: _____

Name of Verifying Employee (Please Print)

Signature of Verifying Employee



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

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

TAX FORM

APPLICANT NAME: DARLIN HENRIQUEZ

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) Darlin Henriquez

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): _____

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: Hernandez Auto Sales

Address: 43 Lapine Rd Andover MA 01810

City/State/Zip: Andover MA 01810 Phone #: [REDACTED]

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

Insurer's Address: _____

City/State/Zip: _____

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

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

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

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

Signature: Dealin Hernandez Date: 2-20-25

Phone #: [REDACTED]

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


City or Town: Andover Permit/License # _____

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

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

MASSACHUSETTS DRIVER'S LICENSE
NOT FOR FEDERAL ID

Colleen Spadoni




9 CLASS D 12 REST NONE 9a END NONE

HENRIQUEZ
CARLIN ANTONIO

Verlino H. S.

20190503



CHANGE OF ADDRESS. PRINT BELOW. PERMANENT RNC





REPUBLICA DOMINICANA

JUNTA CENTRAL ELECTORAL

DIRECCION NACIONAL DE REGISTRO DEL ESTADO CIVIL

ACTA INEXTENSA DE NACIMIENTO

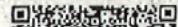
CERTIFICAMOS: Que en la Oficina del Estado Civil de la IRA CIRCUNSCRIPCION SALCEDO registrado el

[Redacted]

**** DARLIN ANTONIO ****

[Redacted]

El presente documento se expide a petición de la parte interesada en SANTO DOMINGO, DISTRITO NACIONAL
República Dominicana, hoy día TREINTA Y UNO (31) del mes de AGOSTO
del año DOS MIL VEINTIDOS (2022)



Miriam Teresa Suarez Contreras

MIRIAM TERESA SUAREZ CONTRERAS
DIRECTORA DE LA OFICINA CENTRAL DEL EST

[Redacted]

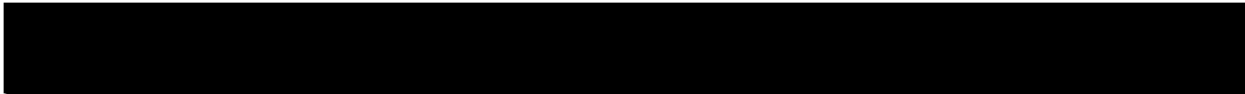
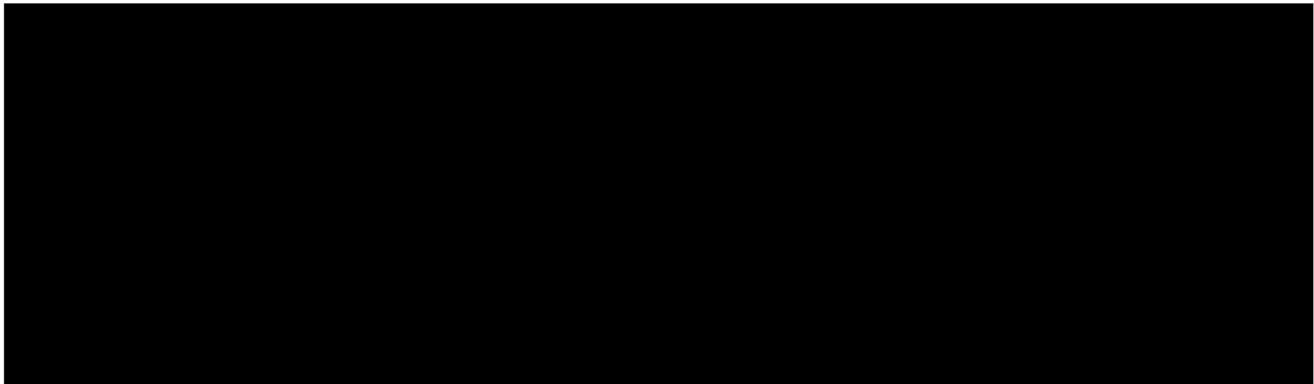
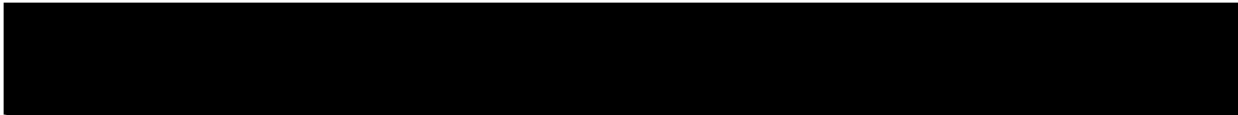
Stamp: FORM OC-11



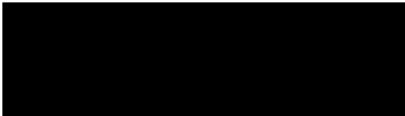
DOMINICAN REPUBLIC
JUNTA CENTRAL ELECTORAL
NATIONAL REGISTRY OF THE CIVIL STATE
INEXTENSE ACT OF BIRTH CERTIFICATE
(Art 99 Law No.659, of 17-7-1944)

WE CERTIFY: That in the office of the Civil State of the 1ST CIRCUSCRIPTION, SALCEDO. Registered the Twenty Eight of February of the year Two Thousand Seven (02/28/2007) at 9:28 A.M. It is inscribed in the book No. 00001 of registries of BIRTH, LATE DECLARATION, folder No. 0073 Act No. 000073, Year 2007 the registry pertaining to:

*****DARLIN ANTHONIO*****



Signature
MIRIAM TERESA SUAREZ CONTRERAS
DIRECTOR OF THE CENTRAL OFFICE OF THE CIVIL STATE



I, Yolanda Paulino Notary Public and Translator for the Commonwealth of Massachusetts, Essex County with commission expiring on May 31, 2024 do solemnly swear and testify that I am fluent in both English and Spanish, and to the best of my knowledge this is a true translation of the original document, as it was presented to me to be translated and notarized today the 28th day of the month of December of the year 2021.



YOLANDA PAULINO
Notary Public
Commonwealth of Massachusetts
My Commission Expires
May 31, 2024

Yolanda Paulino

Yolanda Paulino

Notary Public

Date

12-28-2021



TOWN OF ANDOVER
TOWN CLERK'S OFFICE

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

RECEIVED
TOWN CLERK'S OFFICE
2025 AUG 28 PM 1:05
TOWN OF ANDOVER, MA

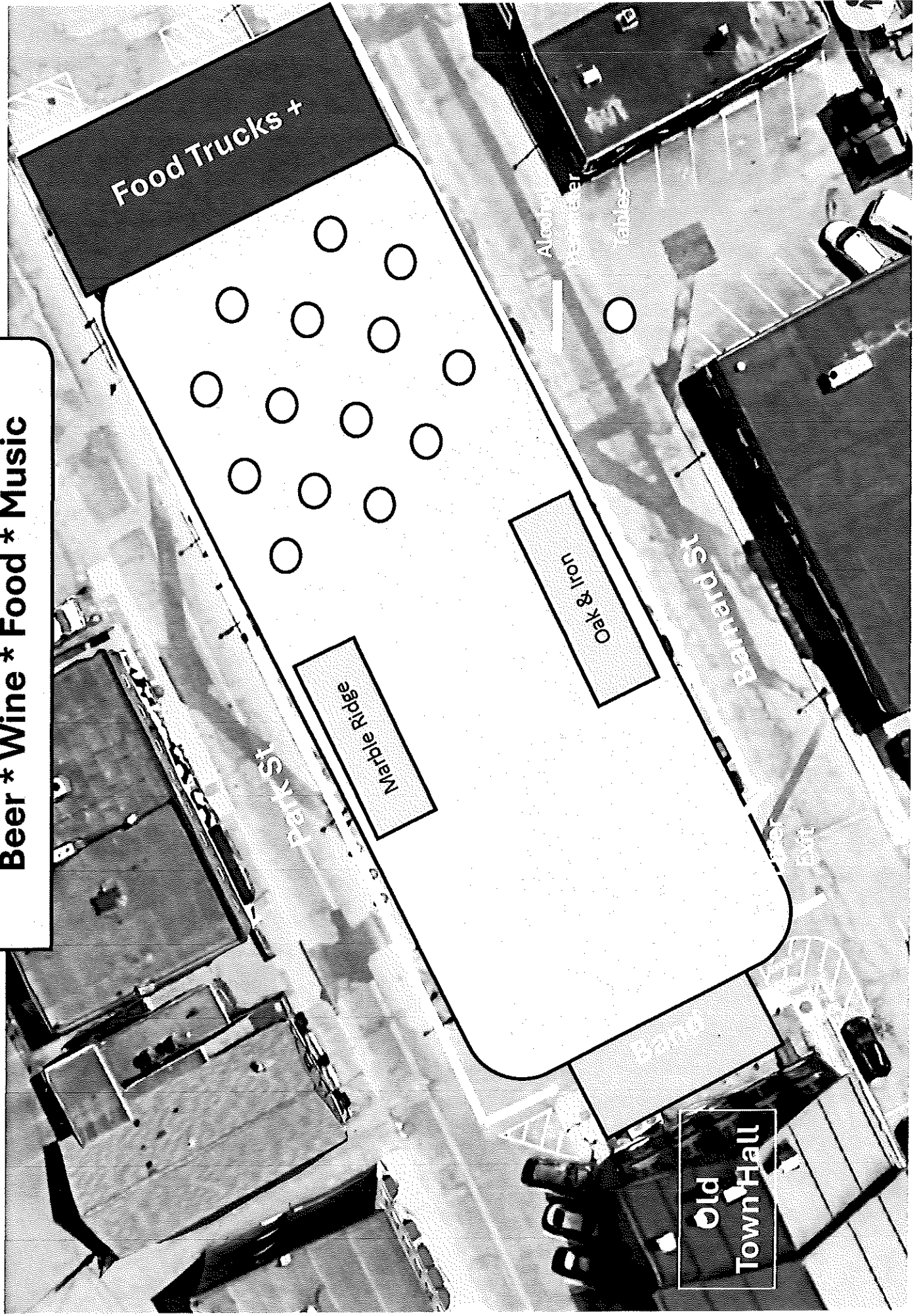
SPECIAL ONE DAY LIQUOR LICENSE FOR AN OUTDOOR EVENT ON TOWN PROPERTY
APPLICATION

BUSINESS/ORGANIZATION INFORMATION	
BUSINESS/ORGANIZATION NAME:	OAK & IRON Brewing Co.
BUSINESS/ORGANIZATION ADDRESS:	18 Red Spring Rd Andover MA 01810
IS THIS A BUSINESS OR NON PROFIT ORGANIZATION?	<input checked="" type="checkbox"/> BUSINESS <input type="checkbox"/> NON PROFIT ORGANIZATION
SOCIAL SECURITY/FID #:	[REDACTED]
INDIVIDUAL APPLICANT INFORMATION (THIS INFORMATION IS REQUIRED FOR ALL APPLICATIONS)	
NAME:	James R. Cass
ADDRESS:	15 Great Lake Lane No. Andover
PHONE:	973.936.3510
EMAIL:	Jim@OAK&IRONBrewing.com
DRIVER'S LICENSE #/STATE OF ISSUE:	[REDACTED]
DATE OF BIRTH:	[REDACTED]
EVENT INFORMATION	
DATE OF EVENT:	09.20.2025, RAINDATE 09.27.2025
TIME:	Start Time 11:00 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM End Time 5:00 <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM
PURPOSE OF EVENT:	Andover Day
LOCATION OF LICENSED ACTIVITY:	BEHIND OLD TOWN HALL
DESCRIPTION OF OUTDOOR AREA:	See Attached Drawing
WILL THERE BE ENTERTAINMENT?	*
IS THE EVENT BEING CATERED?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (If no, will food be served? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO)
APPROX NUMBER OF PEOPLE ATTENDING:	Adults ~ 9000 Children ~ 3000 ESTIMATES

* FOOD TRUCKS + FOOD "EVERYWHERE"

Andover Day 2025

Beer * Wine * Food * Music



Old
Town Hall

PURCHASE AND SERVICE	
IS THE ALCOHOL BEING DONATED?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
WHERE IS THE LIQUOR BEING PURCHASED FROM?	OAK & IRON Brewing Co.
ARE THEY A LICENSED WHOLESALER?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
WHO WILL BE SERVING THE ALCOHOL?	OAK & IRON TIPS CERTIFIED STAFF
IS AT LEAST ONE SERVER TIPS CERTIFIED OR HAVE COMPARABLE SAFETY TRAINING?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

SECURITY PLAN
1. DESCRIBE A PLAN FOR CROWD CONTROL.
<i>SEE Attached</i>
2. DESCRIBE A PLAN FOR DEALING WITH UNRULY PATRONS.
<i>SEE Attached</i>
3. DESCRIBE A PLAN FOR EMERGENCY EVACUATIONS.
<i>SEE Attached</i>
4. DESCRIBE A PLAN FOR CONTROLLING ACCESS TO ALCOHOL BY UNDER AGED PATRONS.
<i>See Attached</i>

I certify under the pains and penalties of perjury that the above information is true and that I will comply with all applicable Alcohol Control Laws of the State of Massachusetts and policies and regulations of the Town of Andover.

SIGNATURE:

James F. Carr

DATE:

08.26.2025

This application must be pre-approved by the Police Department, Fire Department, Health Department, Building Division, and Treasurer before final approval by the Select Board.

Security Plan

Controlling Alcohol Perimeter

- 4' high security fencing supplied by Chamber of Commerce along the perimeter of parking lot behind old town hall.
- The Chamber will staff entrance /exit to ensure alcohol does not leave the event area.

Controlling Access to Alcohol

- Anyone may enter the event area, only 21 y.o.+ served
- ID station @ each alcohol booth. Proper ID = right hand stamp
- Server checks for stamp before serving. Max three (3) stamps per person
- Server responsibility: 1. Only serve 21+. 2. Ensure no 3rd party. 3. Don't serve intoxicated

Controlling Unruly Customers

- Highly unlikely (audience, time of day, nature of event)
- All servers TIPS certified
- Police nearby if needed. 911 if needed

Provisions for Crowd Control

- Chamber of Commerce volunteers manages inflow of people

Emergency Evacuation

- Out the entrance / Exit
- Knock down the security fencing

TAX FORM

APPLICANT NAME: James R. Cass

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.

James R. Cass Oak & IRON Brewing Co.
Signature of Individual or Corporate Name (Mandatory)

James R. Cass
By: Corporate Officer (if corporation)


Social Security# (if individual)


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

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

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



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

www.mass.gov/dia

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

Applicant Information

Please Print Legibly

Business/Organization Name: OAK & IRON Brewing Co

Address: 18 Red Spring Rd

City/State/Zip: ANDOVER Ma 01810 Phone #: 973.936.3510

Are you an employer? Check the appropriate box:

- 1. I am an employer with 15 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: MA RETAIL MERCHANTS WC GROUP INC / COVERISK

Insurer's Address: 35 BRAINTREE HILL OFFICE PARK, SUITE 206

City/State/Zip: BRAINTREE MA 02105

Policy # or Self-ins. Lic. # [REDACTED] Expiration Date: 01.01.26

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: James R. Cass Date: 11.20.2024

Phone #: 973.936.3510

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

City or Town: Andover Permit/License # _____

Issuing Authority (circle one):

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

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



OAK&IRO-01

TANKERS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/6/2025

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
Allen Insurance and Financial
51 Main Street
Waterville, ME 04901

CONTACT NAME:
PHONE (A/C, No, Ext): (800) 439-4311 FAX (A/C, No):
E-MAIL ADDRESS: info@allenif.com

INSURED
Oak & Iron Brewing Co.
18 Red Spring Rd
Andover, MA 01810

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	[REDACTED]	
INSURER B:	[REDACTED]	
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL 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			[REDACTED]			EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 1,000,000
	DED RETENTION \$						Pers&Adv Injury	\$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
B	Liquor Liability						Each Common Cause	\$ 1,000,000
B	Liquor Liability						Aggregate	\$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is included as Additional Insured in regard to the general liability for ongoing operations when agreed in writing in a contract or agreement via the policy broadening endorsement.

CERTIFICATE HOLDER CANCELLATION

Town of Andover
36 Bartlet Street
Andover, MA 01810

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
[Signature]



A 360TRAINING COMPANY

CERTIFICATE OF COMPLETION

This certifies that

James Cass

is awarded this certificate for

TIPS On-Premise Alcohol Server Training

HOURS
3.00



Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

8504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | 877.891.2235 | www.360training.com



CERTIFIED



James Cass



Phone: 800-438-8477

www.gettips.com

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

Signature _____

OAK & IRON BREWING CO., INC
18 RED SPRING RD STE 101
ANDOVER, MA 01810-3449

DATE 8.26.2025

PAY
TO THE
ORDER OF

TOWN OF ANDOVER

\$ 50.00

FIFTY ⁰⁰/₁₀₀

DOLLARS

Photo
Safe
Deposit
Boxes on back

BANK OF AMERICA

FOR

ANDOVER DAY 2025 9.20.25

James R. Co



TOWN OF ANDOVER
TOWN CLERK'S OFFICE
 36 Bartlet Street
 Andover, MA 01810
 978-623-8230
 www.andoverma.gov

RECEIVED
 TOWN CLERK'S OFFICE

2025 AUG 19 PM 3:14

TOWN OF ANDOVER, MASS

SPECIAL ONE DAY LIQUOR LICENSE FOR AN OUTDOOR EVENT ON TOWN PROPERTY
APPLICATION

BUSINESS/ORGANIZATION INFORMATION	
BUSINESS/ORGANIZATION NAME:	Marble Ridge Farm LLC (d/b/a Marble Ridge Winery)
BUSINESS/ORGANIZATION ADDRESS:	11 Marbleridge Road, North Andover, MA 01845
IS THIS A BUSINESS OR NON PROFIT ORGANIZATION?	<input checked="" type="checkbox"/> BUSINESS <input type="checkbox"/> NON PROFIT ORGANIZATION
SOCIAL SECURTY/FID #:	[REDACTED]
INDIVIDUAL APPLICANT INFORMATION (THIS INFORMATION IS REQUIRED FOR ALL APPLICATIONS)	
NAME:	Elbridge "Brig" Leland II
ADDRESS:	[REDACTED]
PHONE:	[REDACTED]
EMAIL:	brig@marbleridgewinery.com
DRIVER'S LICENSE #/STATE OF ISSUE:	[REDACTED]
DATE OF BIRTH:	[REDACTED]
EVENT INFORMATION	
DATE OF EVENT:	September 20, 2025 (Rain Date: Sept. 27, 2025)
TIME:	Start Time 10 : 00 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM End Time 5 : 00 <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM
PURPOSE OF EVENT:	Community Event hosted by Andover Chamber of Commerce
LOCATION OF LICENSED ACTIVITY:	New Parking Area behind Old Town Hall
DESCRIPTION OF OUTDOOR AREA:	Wine Garden will be situated within the same cordoned off area as other drink and food vendors. This area was identified by the Andover Chamber of Commerce and the Town of Andover. Please see attached Plot Plan.
WILL THERE BE ENTERTAINMENT?	Not at the Wine Garden but next to our area.
IS THE EVENT BEING CATERED?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (If no, will food be served? <input type="checkbox"/> YES <input type="checkbox"/> NO)
APPROX NUMBER OF PEOPLE ATTENDING:	Adults 500 Children 0

Food will be available for purchase at food vendors.

PURCHASE AND SERVICE	
IS THE ALCOHOL BEING DONATED?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
WHERE IS THE LIQUOR BEING PURCHASED FROM?	Marble Ridge Winery
ARE THEY A LICENSED WHOLESALER?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
WHO WILL BE SERVING THE ALCOHOL?	Marble Ridge Winery
IS AT LEAST ONE SERVER TIPS CERTIFIED OR HAVE COMPARABLE SAFETY TRAINING?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

SECURITY PLAN
1. DESCRIBE A PLAN FOR CROWD CONTROL.
Please see attached.
2. DESCRIBE A PLAN FOR DEALING WITH UNRULY PATRONS.
Please see attached.
3. DESCRIBE A PLAN FOR EMERGENCY EVACUATIONS.
Please see attached.
4. DESCRIBE A PLAN FOR CONTROLLING ACCESS TO ALCOHOL BY UNDER AGED PATRONS.
Please see attached.

I certify under the pains and penalties of perjury that the above information is true and that I will comply with all applicable Alcohol Control Laws of the State of Massachusetts and policies and regulations of the Town of Andover.

SIGNATURE: *Elbridge Leland AA* DATE: 8/11/25

This application must be pre-approved by the Police Department, Fire Department, Health Department, Building Division, and Treasurer before final approval by the Select Board.

Security Plan

Controlling Alcohol Perimeter

- 4' high security barrier along all sides and one (1) entrance/exit, at the front, controlled by Chamber volunteer/staff to ensure no alcohol is brought in or taken out of the controlled area.

Controlling Access to Alcohol

- Anyone may come in, only 21 YO+ served.
- ID check and stamp by Server at time of service.
- Server responsibility: 1. Only serve 21+. 2. Ensure no 3rd party. 1 drink per person at a time. 3. Don't server intoxicated.

Controlling Unruly Customers

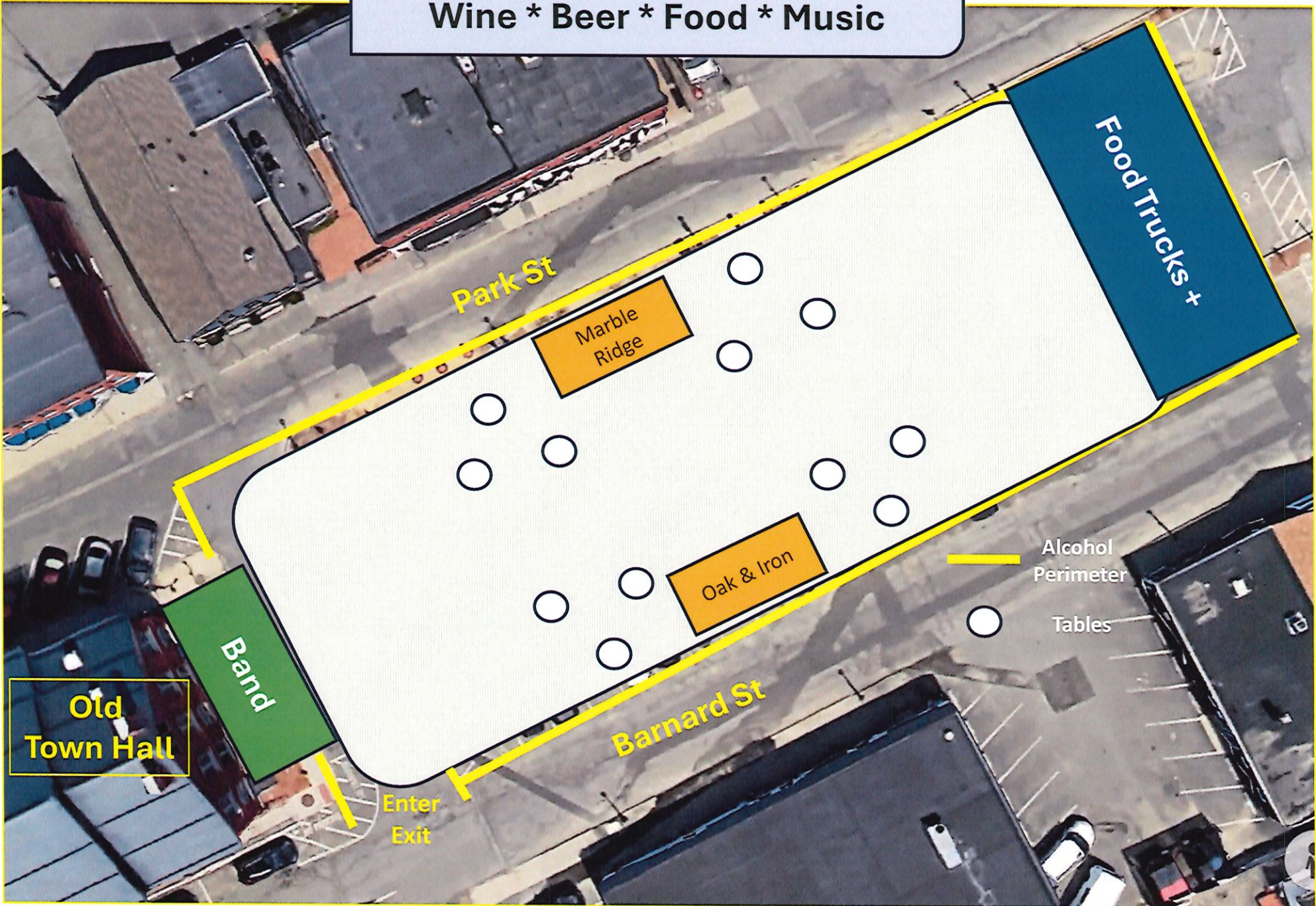
- Highly unlikely (audience, time of day, nature of event).
- All servers TIPS certified.
- Ally and Eric "manage the space".
- Police on duty nearby if needed. 911 if needed.
- Chamber of Commerce staff/volunteers to assist in communication with authorities.

Emergency Evacuation

- Out the exit/entrance.
- Knock down the security barrier.
- Chamber of Commerce volunteers trained to contact fire/ambulance/police authorities.

Andover Day 2025

Wine * Beer * Food * Music



Old Town Hall

Band

Marble Ridge

Oak & Iron

Food Trucks +

Alcohol Perimeter

Tables

Enter Exit

Park St

Barnard St



TOWN OF ANDOVER

TOWN CLERK'S OFFICE

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

TAX FORM

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

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

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

Elbridge C Leland II

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

Elbridge C Leland II, Manager

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

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

[REDACTED]

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

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



The Commonwealth of Massachusetts
 Department of Industrial Accidents
 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: Marble Ridge Farm LLC (d/b/a Marble Ridge Winery)

Address: 11 Marbleridge Road

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

Are you an employer? Check the appropriate box:

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

Business Type (required):

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

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

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

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

Insurance Company Name: _____

Insurer's Address: _____

City/State/Zip: _____

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

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

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

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

Signature: Elbridge Leland II Date: 8/19/25

Phone #: [REDACTED]

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

City or Town: Andover Permit/License # _____

Issuing Authority (circle one):

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

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



CERTIFICATE OF COMPLETION

This certifies that

Elbridge Leland II

is awarded this certificate for

TIPS On-Premise Alcohol Server Training

Hours
3.00



Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

5000 Plaza on the Lake, Suite 305 | Austin, TX 78746 | 877.881.2235 | www.360training.com

(CUT HERE)

(CUT HERE)



CERTIFIED



Elbridge Leland II
11 Marlborough Road
North Andover MA 01848



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

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

Signature _____



CERTIFICATE OF COMPLETION

This certifies that

Allison Procopio

is awarded this certificate for

TIPS On-Premise Alcohol Server Training

Hours
3.00



Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

5000 Plaza on the Lake, Suite 305 | Austin, TX 78746 | 877.881.2235 | www.360training.com

(CUT HERE)

(CUT HERE)

TIPS On-Premise **CERTIFIED**

Allison Procopio
43 Dayton Street
Denver MA 01923

TIPS | **360** TRAINING
A 360TRAINING COMPANY

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

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

Signature _____

GRANTOR: NBPIII Dascomb LLC

GRANTEE: Town of Andover Conservation Commission

ADDRESS OF PREMISES: 146 Dascomb Road, Andover, MA

FOR GRANTOR'S TITLE SEE: Northern Essex District Registry of Deeds at Book 16812, Page 131.

GRANT OF CONSERVATION RESTRICTION

I. STATEMENT OF GRANT

NBPIII DASCOMB LLC, having an address at 401 Edgewater Place, Suite 265, Wakefield, MA 01880, being the sole owner of the Premises as defined herein, for its successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grants to the Town of Andover, a Massachusetts municipal corporation with a principal place of business at 36 Bartlet Street, Andover, MA 01810, acting by and through its Conservation Commission by authority of Section 8C of Chapter 40 of the Massachusetts General Laws, its permitted successors and assigns ("Grantee"), for nominal consideration, **IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES**, the following Conservation Restriction on land located in the Town of Andover, Essex County, Massachusetts containing a 41,010 square foot (0.942 acre ±) portion ("Premises") of an approximately 16.236 acre ± property, which Premises is more particularly described in Exhibit A and shown in a reduced copy of a survey plan included herein as Exhibit B.

A Declaration of Restriction encumbering the Premises and dated October 4, 2023 has previously been recorded in the Northern Essex District Registry of Deeds at Book 17848, Page 337 (the "Declaration"), on October 4, 2023, which specifically contemplated and which by its terms is superseded by the execution and recording of this Conservation Restriction.

This Conservation Restriction shall supersede and replace said Declaration.

II. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purposes of this Conservation Restriction ("Purposes") are to ensure that the Premises will be maintained in perpetuity in its natural, scenic, or open condition, and to prevent any use or change that would materially impair the Conservation Values (as defined below).

Permit Requirement This Conservation Restriction is required by that certain Second Amended Order of Conditions issued by the Town of Andover Conservation Commission on June 26, 2023 and recorded in the Northern Essex District Registry of Deeds at Book 17780, Page 322 on July 10, 2023, authorizing Grantor, among other things, to create 1,285 square feet of new wetland, restore 26,360 square feet of impacted Buffer Zone and create 24,550 square feet of pollinator meadow beyond the Buffer Zone.

The Conservation Values protected by this Conservation Restriction include the following:

- Open Space. The Premises contributes to the protection of the scenic and natural character of the Town of Andover and the protection of the Premises will enhance the open-space value of these and nearby lands.
- Wetlands. The approximately 2,940 square feet of Bordering Vegetated Wetland and 381 linear feet of Bank on the Premises provide valuable habitat for a diverse array of wildlife species as well as provide the many other public benefits of wetlands protection recognized by the Commonwealth of Massachusetts (Section 40 of Chapter 131 of the Massachusetts General Laws).
- Consistency with Clearly Delineated Federal, State, or Local Governmental Conservation Policy. The Town of Andover Conservation Commission found that this Conservation Restriction is required to protect wetland resource areas and Buffer Zone consistent with Section 40 of Chapter 131 of the Massachusetts General Laws.

III. PROHIBITED and PERMITTED ACTS AND USES

A. Prohibited Acts and Uses

Except as provided in the Permitted Acts and Uses in Paragraph III.B below, the Grantor will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Premises:

1. Structures and Improvements. Constructing, placing, or allowing to remain any temporary or permanent structure including without limitation any building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, graveled area, roads, sign, fence, gate, billboard or other advertising, antenna, utilities or other structures (except for the sewer main as provided in Paragraph III.B below), utility pole, tower, solar panel, solar array, conduit, line, storage tank, or dam;
2. Extractive Activities/Uses. Mining, excavating, dredging, withdrawing, or removing soil, loam, peat, gravel, sand, rock, surface water, ground water, or other mineral substance or natural deposit, or otherwise altering the topography of the Premises;
3. Disposal/Storage. Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings, liquid or solid waste or other substance or material whatsoever;
4. Pesticides. Applying or using fertilizers, fungicides, herbicides or pesticides in any quantity;
5. Adverse Impacts to Vegetation. Cutting, removing, or destroying trees, shrubs, grasses or other vegetation;

6. Adverse Impacts to Water, Soil, and Other Features. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, natural habitat, archaeological conservation, or ecosystem function;
7. Introduction of Invasive Species. Planting or introducing any species identified as invasive by the Massachusetts Invasive Plant Advisory Group or identified as invasive in such recognized inventories as the Massachusetts Introduced Pests Outreach Project, the Northeast Aquatic Nuisance Species Panel, or other such inventories, and any successor list as mutually agreed to by Grantor and Grantee;
8. Motor Vehicles. Using, parking, or storing motorized vehicles, including motorcycles, mopeds, all-terrain vehicles, off-highway vehicles, motorboats or other motorized watercraft, snowmobiles, launching or landing aircraft, or any other motorized vehicles, acknowledging that vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) may have a legal right to enter the Premises;
9. Subdivision. Subdividing or conveying a part or portion of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), it being the Grantor's and Grantee's intention to maintain the entire Premises under unified ownership;
10. Adverse Impacts to Stone Walls, Boundary Markers. Disrupting, removing, or destroying stone walls, granite fence posts, or any other boundary markers;
11. Domestic Animals and Livestock. Animal penning or grazing; holding horses, pets, livestock, or domestic animals within a paddock; horseback riding, causing or permitting any domestic or livestock to be unattended or to roam or be at large; and storing or dumping of manure or other animal wastes; any agricultural use;
12. Residential or Industrial Uses. Using the Premises for residential or industrial purposes; and
13. Inconsistent Uses. Using the Premises for commercial purposes that are inconsistent with the Purposes or that would materially impair the Conservation Values, or for any other uses or activities that are inconsistent with the Purposes or that would materially impair the Conservation Values.

B. Permitted Acts and Uses

Notwithstanding the Prohibited Acts and Uses described in Paragraph III.A., the Grantor may conduct or permit the following acts and uses on the Premises. In conducting any Permitted Act and Use, Grantor shall minimize impacts to the Conservation Values to ensure any such impairment thereto is not material.

1. Vegetation Management. Maintaining vegetation, including pruning, trimming, cutting, and mowing, and removing brush, all to prevent, control, and manage hazards,

disease, insect or fire damage, and/or in order to maintain the condition of the Premises following written approval from the Grantee;

2. Non-native or Invasive species. Removing non-native or invasive species, interplanting native species including low hedges of said native species, and controlling species in a manner that minimizes damage to surrounding, non-target species and preserves water quality following written approval from the Grantee;
3. Natural Habitat and Ecosystem Improvement. With prior written approval from the Grantee, conducting measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, ecosystem function, or rare or endangered species including planting native trees, shrubs, and other vegetation;
4. Archaeological Investigations. Conducting archaeological activities, including without limitation archaeological research, surveys, excavation and artifact retrieval, but only in accordance with an archaeological field investigation plan, which plan shall also address restoration following completion of the archaeological investigation, prepared by or on behalf of the Grantor and approved in advance of such activity, in writing, by the Massachusetts Historical Commission State Archaeologist (or appropriate successor official) and by the Grantee. A copy of the results of any such investigation on the Premises is to be provided to the Grantee;
5. Signs and fences. Following written approval from the Grantee, constructing, installing, maintaining, and replacing wooden split rail fences, as well as signs and informational kiosks with respect to the Permitted Acts and Uses, the Purposes, the Conservation Values, trespass, public access, identity and address of the Grantor, sale of the Premises, the Grantee's interest in the Premises, boundary and trail markings, any gift, grant, or other applicable source of support for the conservation of the Premises;
6. Outdoor Passive Recreational and Educational Activities. Hiking, cross-country skiing, snowshoeing, wildlife and nature observation, nature and educational walks and outings, outdoor educational activities, and other non-motorized outdoor recreational and educational activities;
7. Green Energy. With prior written approval from the Grantee, constructing energy producing structures and associated transmission lines that produce negligible or no pollution or carbon emissions ("Green Energy Structures") to supply power for any Permitted Acts and Uses on the Premises. In addition to the terms of Paragraph III.E., when considering whether to grant approval, the Grantee will take into consideration the energy needs related to the relevant Permitted Act(s) and Use(s). While it is agreed that some power may be fed back into the public power grid during high production periods, such Green Energy Structures shall be limited to a capacity not higher than that necessary to meet, or exceed by up to 20% at the time of installation, the power requirements of the Permitted Acts and Uses;

8. Sewer Use. Using, operating, maintaining, repairing, replacing, constructing, improving and/or upgrading the existing sewer main that extends under the Premises as shown on the Plan following written approval from the Grantee to the extent required by the Massachusetts Wetlands Protection Act, M.G.L. c. 131, § 40, and its implementing regulations at 310 CMR 10.00, or the Town's Wetlands Protection Bylaw; and
9. Second Amended Order of Conditions. Taking any and all steps necessary to satisfy Grantor's obligations under that certain Second Amended Order of Conditions issued by the Town of Andover Conservation Commission on June 26, 2023, including, without limitation, the General and Special Conditions set forth therein.

C. Site Restoration

Upon completion of any Permitted Acts and Uses set forth in Paragraphs III.B.1 to III.B.9, any disturbed areas shall be restored substantially to the conditions that existed prior to said activities, including with respect to soil material, grade, and vegetated ground cover and only may occur following written approval from the Grantee.

D. Compliance with Permits, Regulations, Laws

The exercise of any Permitted Acts and Uses under Paragraph III.B. shall be in compliance with all applicable federal, state and local laws, rules, regulations, zoning, and permits, and with the Constitution of the Commonwealth of Massachusetts. The inclusion of any Permitted Act and/or Use requiring a permit, license or other approval from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit, license, or other approval should be issued.

E. Notice and Approval

1. Notifying Grantee. Whenever notice to or approval by Grantee is required, Grantor shall notify or request approval from Grantee, by a method requiring proof of receipt, in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question, unless a different time period is specified herein. The notice shall:
 - a. Describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity;
 - b. Describe how the proposed activity complies with the terms and conditions of this Conservation Restriction, and will not materially impair the Purposes and/or Conservation Values;
 - c. Identify all permits, licenses, or approvals required for the proposed activity, and the status of any such permits, licenses, or approvals; and
 - d. Describe any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the Purposes and Conservation Values.

2. Grantee Review. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within sixty (60) days of receipt of Grantor's request. Grantee's approval shall only be granted upon a showing that the proposed activity will minimize impacts to the Conservation Values and will not materially impair the Purposes and/or Conservation Values. Grantee may require Grantor to secure expert review and evaluation of a proposed activity by a mutually agreed upon party.
3. Resubmittal. Grantee's failure to respond within sixty (60) days of receipt shall not constitute approval of the request. Grantor may subsequently submit the same or a similar request for approval.

IV. INSPECTION AND ENFORCEMENT

A. Entry onto the Premises

The Grantor hereby grants to the Grantee, and its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction.

B. Legal and Injunctive Relief

1. Enforcement. The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain compensatory relief and equitable relief against any violations, including, without limitation, injunctive relief and relief requiring restoration of the Premises to its condition prior to the time of the injury (it being agreed that the Grantee will have no adequate remedy at law in case of an injunction). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction.
2. Notice and Cure. In the event the Grantee determines that a violation of this Conservation Restriction has occurred and intends to exercise any of the rights described herein, the Grantee shall, before exercising any such rights, notify the Grantor in writing of the violation. The Grantor shall have thirty (30) days from receipt of the written notice to halt the violation and remedy any damage caused by it, after which time Grantee may take further action, including instituting legal proceedings and entering the Premises to take reasonable measures to remedy, abate or correct such violation, without further notice. Provided, however, that this requirement of deferment of action for thirty (30) days applies only if Grantor immediately ceases the violation and Grantee determines that there is no ongoing violation. In instances where a violation may also constitute a violation of local, state, or federal law, the Grantee may notify the proper authorities of such violation.
3. Reimbursement of Costs and Expenses of Enforcement. Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable

counsel fees) incurred by the Grantee in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey by a Massachusetts licensed professional land surveyor and to have the boundaries permanently marked.

C. Non-Waiver

Enforcement of the terms of this Conservation Restriction shall be at the sole discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

D. Disclaimer of Liability

By acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

E. Acts Beyond the Grantor's Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from natural causes beyond the Grantor's control, including but not limited to fire, flood, weather, climate-related impacts, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. In the event of any such occurrence, the Grantor and Grantee will cooperate in the restoration of the Premises, if desirable and feasible.

V. PUBLIC ACCESS

This Conservation Restriction does not grant any right of access to the general public and the Grantor retains its rights to prohibit access to the Premises by the general public.

VI. TERMINATION/RELEASE/EXTINGUISHMENT

A. Procedure

If circumstances arise in the future that render the Purposes impossible to accomplish, this Conservation Restriction can only be terminated, released, or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, or successor official ("Secretary"), and any other approvals as may be required by Section 32 of Chapter 184 of the Massachusetts General Laws.

B. Grantee's Receipt of Property Right

Grantor and Grantee agree that the conveyance of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, for the purpose of enforcing this Conservation Restriction, but does not entitle Grantee, upon extinguishment, release, or termination, to any proceeds received by the Grantor from the subsequent sale, exchange or involuntary conversion of the Premises. Any proceeds that result from any such extinguishment, release, or termination will be distributed only after complying with the terms of any gift, grant, or other funding requirements.

VII. DURATION and ASSIGNABILITY

A. Running of the Burden

The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. Execution of Instruments

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction. The Grantor, on behalf of itself and its successors and assigns, appoints the Grantee its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit

The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except when all of the following conditions are met:

1. the Grantee requires that the Purposes continue to be carried out;
2. the assignee is not an owner of the fee in the Premises;
3. the assignee, at the time of the assignment, qualifies under 26 U.S.C. 170(h), and applicable regulations thereunder, if applicable, and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the Massachusetts General Laws; and
4. the assignment complies with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VIII. SUBSEQUENT TRANSFERS

A. Procedure for Transfer

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee within twenty (20) days after the effective date of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. If the Grantor fails to reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, then the Grantee may record, in the applicable registry of deeds, or registered in the applicable land court registry district, and at the Grantor's expense, a notice of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

B. Grantor's Liability

The Grantor shall not be liable for violations occurring after their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

IX. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within thirty (30) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance or non-compliance with any obligation of the Grantor contained in this Conservation Restriction.

X. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction following the terms set forth in Paragraph VII.C to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

XI. AMENDMENT

A. Limitations on Amendment

Grantor and Grantee may amend this Conservation Restriction only to correct an error or oversight, clarify an ambiguity, maintain or enhance the overall protection of the Conservation Values, or add real property to the Premises, provided that no amendment shall:

1. affect this Conservation Restriction's perpetual duration;
2. be inconsistent with or materially impair the Purposes;
3. affect the qualification of this Conservation Restriction as a "qualified conservation contribution" or "interest in land" under any applicable laws, including 26 U.S.C. Section 170(h), and related regulations;
4. affect the status of Grantee as a "qualified organization" or "eligible donee" under any applicable laws, including 26 U.S.C. Section 170(h) and related regulations, and Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws;
5. create an impermissible private benefit or private inurement in violation of federal tax law, as determined by an appraisal, conducted by an appraiser selected by the Grantee, of the economic impact of the proposed amendment;
6. alter or remove the provisions described in Paragraph VI (Termination/Release/Extinguishment);
7. cause the provisions of this Paragraph XI to be less restrictive; or
8. cause the provisions described in Paragraph VII.C (Running of the Benefit) to be less restrictive

B. Amendment Approvals and Recording

No amendment shall be effective unless documented in a notarized writing executed by Grantee and Grantor, approved by the Town of Andover and by the Secretary in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, and recorded in the applicable registry of deeds or registered in the applicable land court registry district.

XII. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the Massachusetts General Laws have been obtained, and it has been recorded in the applicable registry of deeds or registered in the applicable land court registry district.

XIII. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and sent by email and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: NBPIII Dascomb LLC
 c/o Tim Ervin, Head of Northeast Property Management
 NorthBridge Partners
 401 Edgewater Place, Suite 265
 Wakefield, MA 01880
tim.ervin@northbridgcre.com

To Grantee: Town of Andover Conservation Commission
 36 Bartlett Street

Andover, MA 01810
conservation@andoverma.gov

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

XIV. GENERAL PROVISIONS

A. Controlling Law

The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in order to effect the Purposes and the policy and purposes of Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the Purposes that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability

If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Restriction shall not be affected thereby.

D. Entire Agreement

This instrument sets forth the entire agreement of the Grantor and Grantee with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Restriction, all of which are merged herein.

XV. MISCELLANEOUS

A. Pre-existing Public Rights

Approval of this Conservation Restriction pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws by any municipal officials and by the Secretary, is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

B. Subordination

The Grantor shall record at the applicable registry of deeds or shall register in the applicable land court registry district simultaneously with this Conservation Restriction all documents necessary to subordinate any mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

C. Executory Limitation

If Grantee shall cease to exist or to be qualified to hold conservation restrictions pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, or to be qualified organization under 26 U.S.C. 170(h), and applicable regulations thereunder, if applicable, and a prior assignment is not made pursuant to Paragraph VII, then Grantee's rights and obligations under this Conservation Restriction shall vest in such organization as a court of competent jurisdiction shall direct pursuant to the applicable Massachusetts law and with due regard to the requirements for an assignment pursuant to Paragraph VII.

D. Prior Encumbrances

This Conservation Restriction shall be in addition to and not in substitution of any other restrictions or easements of record affecting the Premises, provided, however, that the execution and recording of this Conservation Restriction supersedes and replaces the Declaration as provided in Paragraph I (Statement of Grant).

E. The following signature pages are included in this Grant:

Grantor - NBPIII Dascomb LLC
Grantee Acceptance - Town of Andover Conservation Commission
Approval of Town of Andover Select Board
Approval of the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts.

F. The following exhibits are attached and incorporated herein:

Exhibit A: Legal Description of Premises
Exhibit B: Reduced Copy of Plan

WITNESS my hand and seal this 7th day of August, 2025,

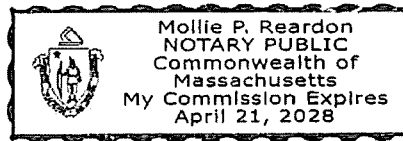
Dean Atkins, duly authorized
[] as [] of NBPIII DASCOMB LLC

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss:

On this 7th day of August, 2025, before me, the undersigned notary public, personally appeared Dean Atkins, and proved to me through satisfactory evidence of identification which was a driver's license to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose.

Mollie P. Reardon
Notary Public
My Commission Expires:



ACCEPTANCE OF TOWN OF ANDOVER CONSERVATION COMMISSION

We, the undersigned, being a majority of the Conservation Commission of the Town of Andover, Massachusetts, hereby certify that at a public meeting duly held on August 19, 2025, the Conservation Commission voted to approve and accept the foregoing Conservation Restriction from NBPIII DASCOMB LLC pursuant to Section 32 of Chapter 184 and Section 8C of Chapter 40 of the Massachusetts General Laws and do hereby accept the foregoing Conservation Restriction.

TOWN OF ANDOVER
CONSERVATION COMMISSION:

Donald D. Cooper
Donald D. Cooper, Chair

Stuart Rubin

Ruby Brown
Ruby Brown

Miranda Chave
Miranda Chave

Alexandra Driscoll

Floyd Greenwood

Jon M. Honea
Jon M. Honea

THE COMMONWEALTH OF MASSACHUSETTS

Essex County, ss:

On this 19th day of August, 2025, before me, the undersigned notary public, personally appeared Donald D. Cooper, Ruby Brown, Miranda Chave, Jon M. Honea, and _____, and proved to me through satisfactory evidence of identification which was known to me to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Stephen M. Vesella
Notary Public
My Commission Expires: 8/21/25

APPROVAL OF TOWN OF ANDOVER SELECT BOARD

We the undersigned, being a majority of the Select Board of the Town of Andover, Massachusetts hereby certify that at a public meeting duly held on _____, 2025, the Select Board voted to approve the foregoing Conservation Restriction from NBPIII DASCOMB LLC to the TOWN OF ANDOVER, acting by and through its CONSERVATION COMMISSION in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

**TOWN OF ANDOVER
CONSERVATION COMMISSION:**

Laura M. Gregory, Chair

Alexander J. Vispoli, Vice Chair

Ellen Townson, Clerk

Kevin Coffey, Member

Melissa Danisch, Member

THE COMMONWEALTH OF MASSACHUSETTS

_____ County, ss:

On this ____ day of _____, 2025, before me, the undersigned notary public, personally appeared _____, _____, _____, _____, and _____, and proved to me through satisfactory evidence of identification which was _____ to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

**APPROVAL OF SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS OF
THE COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby approves the foregoing Conservation Restriction from NBPIII DASCOMB LLC to THE TOWN OF ANDOVER, acting by and through its CONSERVATION COMMISSION in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

Dated: _____, 2025

Rebecca L. Tepper
Secretary of Energy and Environmental Affairs

THE COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this _____ day of _____, 2025, before me, the undersigned notary public, personally appeared Rebecca L. Tepper, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

EXHIBIT A

Legal Description of Premises

A 0.952-acre portion of a 16.236-acre parcel of land, which parcel is located partially in the Town of Andover and partially in the Town of Tewksbury, Essex County, Commonwealth of Massachusetts, and which portion of said parcel subject to this Conservation Restriction is located in the Town of Andover and is shown as 'Open Space 41,010 sq. ft.' on a plan of land titled "Exhibit Showing Open Space Area 146 Dascomb Road, Andover & Tewksbury, Mass." dated August 28, 2023 and recorded in the Northern Essex District Registry of Deeds as Plan No. 18436, a reduced copy of which is attached hereto and included herein as Exhibit B.

EXHIBIT B

Reduced Copy of Plan. For original, full size plan see Northern Essex District Registry of Deeds,
Plan No. 18436.



Select Board Meeting

Monday, July 14, 2025 at 5:30 PM

Select Board Room, Town Offices

36 Bartlet Street Andover, MA 01810

Meetings are televised on Comcast Channel 22 and Verizon Channel 45

I. Call to Order – 5:30 P.M.

Chairman Vispoli, called the meeting of July 14, 2025 to order at 5:30 PM in the Select Board Meeting Room at the Town Offices. Members in attendance: Vice Chair Ellen Townson, Clerk Melissa Danisch and Laura Gregory.

Others in attendance: Town Manager Andrew Flanagan, Deputy Town Manager and Town Clerk, 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.

Chairman Vispoli asked they remember long-time Andover resident Bunny Downs who recently passed away.

III. Town Manager Report

A. Swearing in of Town Manager Appointments

The Town Manger reported on the following appointments recognizing the skills, talent and training and self-driven initiatives of the Andover Police Officers, Lieutenant Jeffrey Arleque and Seargent Kevin Aufiero.

Lt. Fitzpatrick introduced Lt. Jeffrey Arleque who has been a member of the Andover Police Dept since 2004, and Sgt. Jeffrey Aufiero who has been on the Andover Police since 200, on their new appointments and who were both sworn in by the Asst. Town Clerk Jamie Doherty. The Select Board congratulated Jeff and Kevin on their promotions.

IV. Department Updates – Innovation & Technology

Ryan Knowles, Chief Innovation Officer and Director of Technology [presentation](#) included the departmental structure with a staff of nineteen, which is broken into three separate divisions: the Solutions Team focuses on applications and supports both the Town and Schools.

The IT Platform Team

handles all the networking, Wi-Fi, and cybersecurity, and have 25+ miles of municipal fiber and two Data Centers that allow them to be geographically diverse with 809 WIFI access points (most are in the schools); on average they block about 200,000+ threats per month. All 26 of the municipal buildings linked to the seamless fiber optic network, allowing them to deliver internet connectivity.

The Experience Team (Customer Service): There are about 10,000 computers that are on the Andover Network, and in any given year they process about 5,000+ help desk tickets servicing projector and Smart Displays in the classroom. They have over 200 unique applications, track 277 GIS Map Layers, and 20,000 student records. The IT Department has

accomplished a lot and continues to think of ideas for the future.
The Board thanked Ryan for his presentation.

The Town Manager reported that they will be hosting a ribbon-cutting ceremony at the newly improved Ballardvale Playground to recognize the significant improvements funded through Town appropriations, the Massachusetts Office of Disabilities, and an ADA Improvement Grant Program, and a donation from the Railroad Foundation. The Town Manager specifically thanked Janet Nicosia who was tireless in her efforts to make sure the project got done well and on time.

The Town Manager also announced that they are going to the State House tomorrow to present the new Andover flag to the Delegation, which will be displayed in the Great Hall of Flags alongside the other official flags from other cities and towns. It is a crucial step in the codification at the State-wide level of the Town's new seal. Andrew extended his thanks to Phil Geoffroy for his work in coordinating that and all the stakeholders needed in July.

Mr. Flanagan thanked everyone who participated in the Fourth of July preparations, it was a team effort that also included Chief Murphy, Director of Veteran Services, Mark Comeiro, Safety Officer Glen Ota, Jane Burns, Director of Elder Services, and all those who played supporting roles.

In the continued effort to provide affordable housing, the Executive Office of Housing and Livable Communities recognized Andover as a Housing Choice Community, which is a five-year designation in recognition of the Town's efforts to have and maintain its affordable housing inventory and makes Andover eligible for a host of housing grants.

Andover recently celebrated the one-year anniversary of the Andover Community Power Program. Andover residents have saved just over \$3.2M in the aggregate from June 2024 through May 2025 which is about \$300 savings on average per household. The rates have been consistently lower than National Grid with 90% of Andover residents participating.

The Route 133 Corridor Public Enhancement Working Group is going to look at other amenities of the project, such as landscape, lighting, benches, and other enhancements.

Andover Elder Services is rolling out two recent programs to better support older adults; the Medical Rides Pilot Program and the Connections Program which pairs trained staff with seniors for friendly visits and light support at home starting on August 1, 2025.

The Town received a \$150,000 grant for the Compact Contact Program for document digitization which will free up much needed space.

V. Communications/Announcements/Liaison Reports

Laura Gregory encouraged residents to sign up for the Andover Community Power Program on the Town website.

Ellen Townson said the Fourth of July breakfast was a magnificent event, and recognized Andover Police Officer Ota and Kelly McShane and Sue in the Elder Service Kitchen for helping with the breakfast.

Melissa Danisch echoed Ellen's remarks and encouraged people to sign up for the MASS DOT updates for on the on-going work on the Rte.495 bridges in Andover.

Alex Vispoli reported that the first Chair's Meeting between the Chair of the Andover School Committee, Finance Committee and Select Board. They laid out what the different Boards are doing and what the goal is legislatively for the year. Chairman Vispoli also stopped in at the Farmer's Market on Saturday and it was phenomenal with a very welcoming environment.

The Select Board recognized Patty Crafts for her thirty-plus years working for the Town of Andover in different capacities.

VI. Public Comments – None

VII. Implementation of Automated Trash & Recycling.

The Town Manager reported on the roll out of the new trash carts for the automated trash and recycling program. Pickup is set to begin on June 9th. A direct mailing was sent out to residents with a second notification going out next week. They have 22,000 carts to deliver to 11,000 households. Eighteen households have requested a second large trash bin while sixty-one households have requested a smaller bin. Any carts requested after June 22nd will be issued in July. They will be offering recycling pick up of older barrels or the location where they can be dropped off. The new bins will have a tracking number on them.

VIII. Public Comment - None

IX. Regular Business

A. Electronic Bicycle Safety

Safety Officer Glen Ota provided a [presentation](#) on electronic bicycle (E-bike) safety which included information on E-Bike Surge and Safety and parental guidance. Each year, Americans purchase approximately 260,000 Electric bicycles and in Andover residents are embracing E-bikes as a convenient, eco-friendly way to get around town and for that reason they are promoting safety awareness that is essential for everyone to ensure cyclists and pedestrians can share the roads responsibility. A training program was provided. Town Counsel, Doug Heim reported that E-bikes are not allowed on pathways and hiking trails; there are other places governed in part by the Andover Select Board. Melissa Danisch said students, especially those students in middle and high school, should be provided with the rules and regulations and shared with parents.

Chairman Vispoli shared that AVIS Goldsmith Reservation will be closed while they make the parking lot trail ADA compliant.

B. Update on Construction and Infrastructure Projects

Board to receive an update from the Director of Public Works.

DPW Director Carlos Jaquez provided information on the projects noting that there are a lot of construction projects going on this summer.

C. Select Board Policy Updates

Board to consider revising the Town Meeting Policy and prioritizing which policies to review next. Atty. Heim provided a relatively discreet and brief update to the Board so that they can get a sense of what will be in the document and what the Board has approved. The

draft policy he submitted to the Board is similar to some of the earlier chapters in the Policy Manual and provides public information about the Select Board's role in the Town Meeting which includes the opening of the Warrant, place of Town Meetings, calling Special Town Meetings and responding to resident petition(s) and making recommendations to Town Meeting and some discreet policy decisions. The Andover Select Board weighs in on citizen petitions and needs the opportunity to have a public hearing to vet an idea coming from the public rather than coming internally.

Chairman Vispoli discussed keeping private articles on their meeting agenda when they review private warrant articles. Atty. Heim suggested that if someone is not willing to come to a Select Board Meeting to present an article before the Town Meeting, the default position by the Select Board would be no action. i.e. voting against approval. The Board discussed Attorney Heim's suggestions and various scenarios to consider. It is Select Board Policy to have hearings on all private articles. Atty. Heim will work with the Select Board. The Town Clerk's Office provides information on submitting Warrant Articles. Laura Gregory moved that the board approve the proposed amendments to the Town Meeting Policy as recommended by Town Counsel and adopt the policy prioritization schedule as discussed. Seconded by Ellen Townson. Motion passes 4-0.

Select Board Workshop

[Long-Range Financial Plan](#)

Attorney Heim said he will prepare information for the Board via a summary document of a Financial Plan. The Plan should align with community priorities and goals and objectives of the Select Board, Finance Committee and the Andover School Committee. The plan should does not evaluate the tax impacts of certain decisions and does not offer output.

Town Manager & Select Board Goals Workshop

Board received a presentation and update on [FY2025](#) Town Manager & Select Board Strategic Goals & Objectives and review and discuss potential goals and objectives for [FY2026](#).

X. Executive Session

Laura Gregory moved that the Board vote to go into Executive Session pursuant purpose 6 of Massachusetts General Laws Chapter 30, Section 21(a) – to consider the purchase, exchange, lease or value of property and for the Chair to declare an open session may have a detrimental effect on the negotiating position of the Town; and not to return to open session. Ellen Townson seconded the motion. Roll call vote: Laura Gregory-Y, Ellen Townson-Y, Melissa Danisch-Y and Alex Vispoli-Y. Motion passes 4-0.

XI. Adjourn

At 9:05 PM on a motion made and seconded, the Select Board voted 4-0 to adjourn the meeting of July 14, 2025.

Respectfully submitted,
Dee DeLorenzo, Recorder