

Select Board Meeting

Monday, January 5, 2026 at 6:30 PM

Town Offices, Select Board Room

36 Bartlet Street, Andover, MA 01810

Meetings are televised on Comcast Channel 22 and Verizon Channel 45

RECEIVED
TOWN CLERK'S OFFICE
2025 DEC 31 PM 4:11
TOWN OF ANDOVER, MA

-
- I. **Call to Order – 6:30 P.M.**
 - II. **Executive Session**
 - A. Board to vote to go into Executive Session pursuant to Purpose 6 of Massachusetts General Laws Chapter 30, Section 21(a) – to consider the purchase, exchange, lease or value of property: Tax Increment Financing Agreement; and
 - B. Board to vote to go into Executive Session pursuant purpose 7 to approve and release or not release Executive Session minutes of December 3, 2025; and to return to open session.
 - III. **Opening Ceremonies**
 - A. Moment of Silence/Pledge of Allegiance
 - IV. **Town Manager Report**
 - A. Department Update – Community Development & Planning
Director of Planning, Paul Materazzo
 - V. **Communications/Announcements/Liaison Reports**
 - VI. **Public Comment**
 - VII. **Public Hearing**
 - A. Alcoholic Beverages License –Transfer
Board to review and consider voting to approve the application of Dhyani Patel Corp. Inc., doing business as Andover Spa, at 9 Elm Street, Andover to transfer an Off Premise All Alcohol Retail License from Prayosha108 Corporation, doing business as Andover Spa.
 - VIII. **Regular Business**
 - A. National Grid
Board to receive an updated presentation from National Grid on electrical outages and reliability improvements.
 - B. Greater Lawrence Technical School
Superintendent Lavoie to discuss and request approval for acquisition of hangar for the Greater Lawrence Technical School aviation program.
 - C. Elder Services Donation
Board to consider accepting a donation to Elder Services for the transportation program.

D. Affordable Unit Right of First Refusal – 1 Powder Mill Square, Unit 102
 Board to vote to not exercise its right of first refusal to purchase the affordable housing unit at 1 Powder Square, Unit 102.

E. Mid-Year Goal Review
 Town Manager to provide a mid-year update on the Town Manager and Select Board Strategic Goals and Objectives.

F. Select Board Finance & Investment Policy (2nd Reading)
 Board to discuss and potentially vote on Select Board Finance & Investment Policy.

IX. Consent Agenda

A. Appointments by the Town Manager

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

Board/Commission	Name	Position	Start Date	Term Expires
250 th Anniversary Committee	Mark Comeiro	Member	01/06/2026	06/30/2027
250 th Anniversary Committee	Mairathe Emerson	Member	01/06/2026	06/30/2027
250 th Anniversary Committee	Marilyn Fitzgerald	Member	01/06/2026	06/30/2027
250 th Anniversary Committee	Rodney Johnson	Member	01/06/2026	06/30/2027
250 th Anniversary Committee	Christopher Klein	Member	01/06/2026	06/30/2027
250 th Anniversary Committee	Susan McCready	Member	01/06/2026	06/30/2027
250 th Anniversary Committee	Max Murphy	Member	01/06/2026	06/30/2027
250 th Anniversary Committee	Bill Pennington	Member	01/06/2026	06/30/2027
250 th Anniversary Committee	Gail Ralston	Member	01/06/2026	06/30/2027
250 th Anniversary Committee	Jennifer Robbins	Member	01/06/2026	06/30/2027
250 th Anniversary Committee	Martha Tubinis	Member	01/06/2026	06/30/2027
Merrimack Valley Planning Commission	Monica Gregoire	Alternate Member	01/06/2026	06/30/2026
Merrimack Valley Regional Transit Authority	Monica Gregoire	Member	01/06/2026	06/30/2026
Public Art Commission	Anita Adler	Member	01/06/2026	06/30/2028
Public Art Commission	Christopher DeLorenzo	Member	01/06/2026	06/30/2028
Public Art Commission	Cornelia Fitts-Russo	Member	01/06/2026	06/30/2028
Public Art Commission	Andrew Flanagan	Member	01/06/2026	06/30/2028
Public Art Commission	Molly Foley	Member	01/06/2026	06/30/2028

Public Art Commission	Carlos Jaquez	Member	01/06/2026	06/30/2028
Public Art Commission	Hannah Keller	Member	01/06/2026	06/30/2028
Public Art Commission	Lauren Kosky-Stamm	Member	01/06/2026	06/30/2028
Public Art Commission	Stefanie McIver	Member	01/06/2026	06/30/2028
Public Art Commission	Pamela Soltes	Member	01/06/2026	06/30/2028
Public Art Commission	David Whitney	Member	01/06/2026	06/30/2028
Public Art Commission	William Wrigley	Student Representative	01/06/2026	06/30/2028

X. Approval of Minutes

A. Board to approve minutes from the following meetings:

1. October 20, 2025
2. November 6, 2025
3. November 12, 2025
4. November 21, 2025
5. December 3, 2025
6. December 8, 2025

XI. Adjourn

Summary of Town Manager Staff Appointments

The Town Manager is pleased to announce the following appointments:

Department	Name	Position	Date of Hire	Rate/Term
Andover Police Department	Courtney Perry <i>(Martin Hehir)</i>	Public Safety Communicator	01/12/2026	\$31.33/hour
Facilities	Stephen Rivers <i>(Richard Drinkwater)</i>	Custodian	01/05/2026	\$26.19/hour
Public Works	Cameron Foote <i>(John Parker)</i>	Equipment Operator	12/15/2025	\$28.73/hour
Public Works	Susan Pieslak <i>(Katy Dorandi)</i>	Office Assistant	01/12/2026	\$28.93/hour

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

TOWN OF ANDOVER



PUBLIC HEARING

Notice is hereby given under Chapter 138 of the General Laws, as amended, that Dhyani Patel Corp., d/b/a Andover Spa Wine & Spirit, 9 Elm Street, Andover, MA, has applied for the transfer of an Off Premises All Alcohol Retail Package Store License from Prayosha108 Corp., d/b/a Andover Spa, 9 Elm Street, Andover, MA. Kushal Savalia, 7 Moore Circle, Danvers, MA, is the designated manager.

The public hearing will be held on Monday, January 5, 2026, at the Town Offices, 3rd Floor Select Board Conference Room, 36 Bartlet Street Andover, MA at 6:30 p.m. in accordance with the General Laws relating thereto.

By Order of the
Select Board

Austin Simko
Town Clerk

Date of Issue: December 17, 2025

**RE: Transfer of All Liquor Package Goods License
Transferor: Prayosha108 Corporation
Transferee: DHYANI PATEL CORP**

Town of Andover Application Packet:

	<u>Exhibit</u>
· \$125 non-refundable application fee	I
· Town of Andover Alcoholic Beverages License Application	I
· Tax Form	-
· Worker's Compensation Affidavit	-
· Copy of worker's compensation policy declaration page	II
· Certificate of Liquor Liability Insurance	-
· Criminal Record Information Form	III
i) Payal K. Savalia, individual with financial or beneficial interest	
ii) Kushal J. Savalia for the proposed manager	
· Criminal Offender Record Information (CORI) Acknowledgement Form	IV
i) Payal K. Savalia, individual with financial or beneficial interest	
ii) Kushal J. Savalia for the proposed manager	
· Proof of citizenship (US Passport)	V

ABCC Application Packet:

· Receipt of \$200 fee paid to ABCC	
· Monetary Transmittal Form	1
· DOR Certificate of Good Standing (by the seller, not the buyer.)	2
· DUA Certificate of Compliance (by the seller, not the buyer.)	-
· Transfer Application	3
· Manager Application	4
· Vote of the Entity	-
· Business structure documents (Articles of Organization)	5
· CORI Authorization Form	6
i) Payal K. Savalia, individual with financial or beneficial interest	
ii) Kushal J. Savalia for the proposed manager	
· Purchase and Sales Agreement	7
· Proof of citizenship for the proposed Manager of Record	8
(US Passport-Kushal J. Savalia)	
(US Passport-Payal K. Savalia, individual with financial interest)	
· Supporting financial information	9
(Records for all financing and or loans, including pledge documents)	
· Legal Right to Occupy (copy of a lease)	10
· Floor Plan	-

EXHIBIT

I



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

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

ALCOHOLIC BEVERAGES LICENSE APPLICATION

BUSINESS/ENTITY NAME:	DHYANI PATEL CORP
DBA:	Andover Spa
PREMISE ADDRESS:	9 Elm St Andover MA 01810
MANAGER/CONTACT NAME:	Kushal J. Savalia
EMAIL:	[REDACTED]
PHONE:	[REDACTED]
BUSINESS MAILING ADDRESS: (if different from premise)	
FID/SS#:	[REDACTED]

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

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

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

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

Signature: * P.R. Sumner Date: 10/16/2025

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



**TOWN OF ANDOVER
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36 Bartlet Street
Andover, MA 01810
978-623-8230
www.andoverma.gov

TAX FORM

APPLICANT NAME: _____

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)

DHYANI PATEL CORP

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

Payal K. Savalia

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

n/a

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

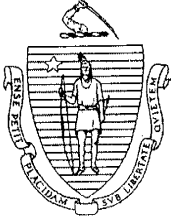


This license will not be issued unless the certification clause is signed by the applicant.

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.

EXHIBIT

II



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: DHYANI PATEL CORP

Address: 9 Elm St

City/State/Zip: Andover MA 01810 Phone #: 978-939-9316

Are you an employer? Check the appropriate box:

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

Business Type (required):

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

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

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

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

Insurance Company Name: _____

Insurer's Address: To be furnished upon license transfer

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: X P.K. Swain Date: 10/28/2025

Phone #: _____

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

City or Town: Andover Permit/License # _____

Issuing Authority (circle one):

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

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

Information and Instructions

Massachusetts General Laws chapter 152 requires all employers to provide workers' compensation for their employees. Pursuant to this statute, an *employee* is defined as "...every person in the service of another under any contract of hire, express or implied, oral or written."

An *employer* is defined as "an individual, partnership, association, corporation or other legal entity, or any two or more of the foregoing engaged in a joint enterprise, and including the legal representatives of a deceased employer, or the receiver or trustee of an individual, partnership, association or other legal entity, employing employees. However, the owner of a dwelling house having not more than three apartments and who resides therein, or the occupant of the dwelling house of another who employs persons to do maintenance, construction or repair work on such dwelling house or on the grounds or building appurtenant thereto shall not because of such employment be deemed to be an employer."

MGL chapter 152, §25C(6) also states that "**every state or local licensing agency shall withhold the issuance or renewal of a license or permit to operate a business or to construct buildings in the commonwealth for any applicant who has not produced acceptable evidence of compliance with the insurance coverage required.**"

Additionally, MGL chapter 152, §25C(7) states "Neither the commonwealth nor any of its political subdivisions shall enter into any contract for the performance of public work until acceptable evidence of compliance with the insurance requirements of this chapter have been presented to the contracting authority."

Applicants

Please fill out the workers' compensation affidavit completely, by checking the boxes that apply to your situation and, if necessary, supply your insurance company's name, address and phone number along with a certificate of insurance. Limited Liability Companies (LLC) or Limited Liability Partnerships (LLP) with no employees other than the members or partners, are not required to carry workers' compensation insurance. If an LLC or LLP does have employees, a policy is required. Be advised that this affidavit may be submitted to the Department of Industrial Accidents for confirmation of insurance coverage. **Also be sure to sign and date the affidavit.** The affidavit should be returned to the city or town that the application for the permit or license is being requested, **not** the Department of Industrial Accidents. Should you have any questions regarding the law or if you are required to obtain a workers' compensation policy, please call the Department at the number listed below. Self-insured companies should enter their self-insurance license number on the appropriate line.

City or Town Officials

Please be sure that the affidavit is complete and printed legibly. The Department has provided a space at the bottom of the affidavit for you to fill out in the event the Office of Investigations has to contact you regarding the applicant. Please be sure to fill in the permit/license number which will be used as a reference number. In addition, an applicant that must submit multiple permit/license applications in any given year, need only submit one affidavit indicating current policy information (if necessary). A copy of the affidavit that has been officially stamped or marked by the city or town may be provided to the applicant as proof that a valid affidavit is on file for future permits or licenses. A new affidavit must be filled out each year. Where a home owner or citizen is obtaining a license or permit not related to any business or commercial venture (i.e. a dog license or permit to burn leaves etc.) said person is NOT required to complete this affidavit.

The Department's address, telephone and fax number:

The Commonwealth of Massachusetts
Department of Industrial Accidents
1 Congress Street
Boston, MA 02114-2017
Tel. # 617-727-4900 ext. 7406 or 1-877-MASSAFE
Fax # 617-727-7749
www.mass.gov/dia

EXHIBIT

III



**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:	DHYANI PATEL CORP
APPLICANT NAME:	Payal K. Savalia
APPLICANT ADDRESS:	7 Moore Cir Danvers MA 01923
OCCUPATION:	President
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, Payal K. Savalia, applicant for a Alcoholic Beverages license
(name) (license type)
in the Town of Andover, hereby state that I have not been convicted for violation of a state or federal narcotic law.

I do hereby state that I have no record of criminal convictions in any state or federal court except those listed as follows:
None

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:
None

Signed and subscribed to under the pains and penalties of perjury on this
26th day of October, 2025.
(date) (month) (year)

Signature: X P.K. Sumner

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
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CRIMINAL RECORD INFORMATION FORM

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

BUSINESS/ENTITY NAME:	DHYANI PATEL CORP
APPLICANT NAME:	Kushal J. Savalia
APPLICANT ADDRESS:	7 Moore Cir Danvers MA 01923
OCCUPATION:	Manager
BIRTHPLACE:	[REDACTED]
DATE OF BIRTH:	[REDACTED]

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

I, Kushal J. Savalia, applicant for a Alcoholic Beverages license
(name) (license type)

in the Town of Andover, hereby state that I have not been convicted for violation of a state or federal narcotic law.

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

None

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:

None

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

26th day of October, 2025.
(date) (month) (year)

Signature: x K. J. Savalia

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.

EXHIBIT

IV



**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: X P.K. Savalia DATE: 10/26/2025
Payal K. Savalia

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



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SUBJECT INFORMATION:	
Last Name:	Savalia
First Name:	Payal
Middle Name:	K.
Suffix:	
Maiden Name (or other name(s) by which you have been known):	Patel
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:	
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



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**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: Kushal J. Savatia DATE: 10/16/2025
Kushal J. Savatia

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
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SUBJECT INFORMATION:	
Last Name:	Savalia
First Name:	Kushal
Middle Name:	Jagjivan
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:	
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

EXHIBIT

V



IF YOUR PASSPORT EXPIRES WITHIN SIX MONTHS OF YOUR DATE OF DEPARTURE,
YOU MAY BE DENIED ENTRY INTO SOME COUNTRIES.

Enchilgenen / Attention: Your passport expires soon.



SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

UNITED STATES OF AMERICA

SAVALIA

Given names/Prénoms/Nombres

KUSHAL JAGJIVAN

Nationality/Nationalité/Nacionalidad

UNITED STATES OF AMERICA



EXHIBIT 1



SK KIM <cho3702@gmail.com>

Receipt from nCourt

1 message

customerservice@ncourt.com <customerservice@ncourt.com>
To: info@songkimlaw.com

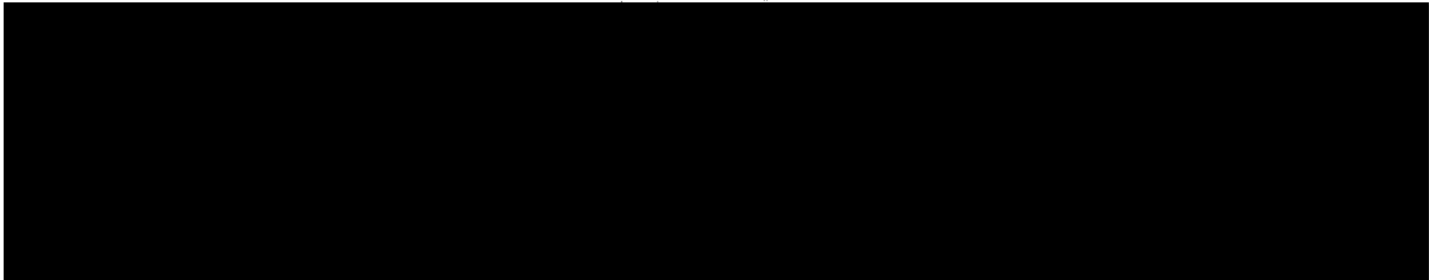
Mon, Oct 27, 2025 at 11:37 AM

YOUR RECEIPT >>

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

Paid To:

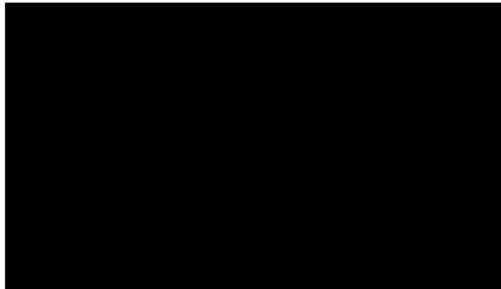
Name: Massachusetts Alcoholic Beverages Control Commission - Retail
Address 1: 95 Fourth Street, Suite 3
City: Chelsea
State: Massachusetts
Zip: 02150



Description	Account Number	Amount
FILING FEES-RETAIL	[Redacted]	\$200.00

Convenience Fee: \$4.18
Total Amount Paid: \$204.18

First Name Payal
Last Name Savalia



IMPORTANT INFORMATION >>

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

Your Information

Payment

Receipt

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

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



Transaction Processed Successfully.

Transaction ID: 05202511-1137-1137-1137-1137

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	88922-PK-0026	\$200.00
		\$200.00

Total Convenience Fee: \$4.18

Total Amount Paid: \$204.18

Date Paid: 10/27/2025 11:37:12 AM EDT

Payment On Behalf Of
License Number or Business Name:
 88922-PK-0026

Fee Type:
 FILING FEES-RETAIL

Billing Information
First Name:
 Payal

Last Name:
 Savalia

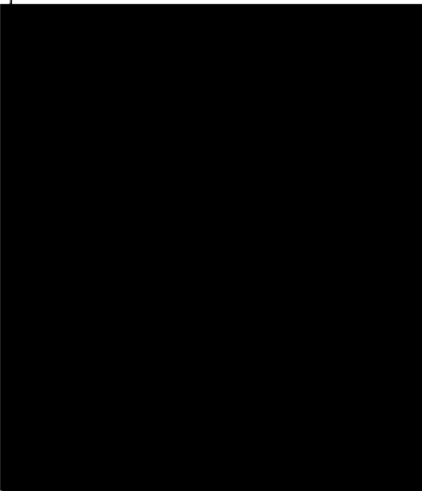


EXHIBIT 2

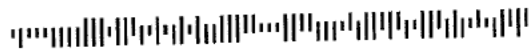


Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner

mass.gov/dor



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



PRAYOSHA108 CORPORATION
9 ELM ST
ANDOVER MA 01810-3648



Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, PRAYOSHA108 CORPORATION dba:ANDOVER SPA WINE AND SPIRIT is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

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

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

What if I have questions?

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

Visit us online!

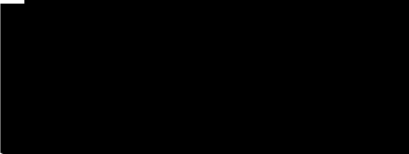
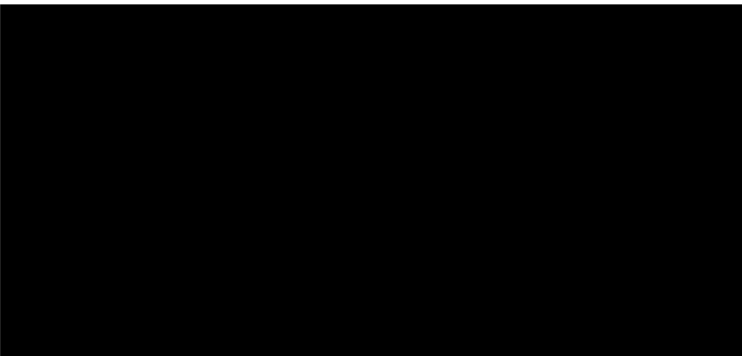
Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

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

Edward W. Coyle, Jr., Chief
Collections Bureau



Certificate of Compliance



The Department of Unemployment Assistance certifies that as of 04-Oct-2025, PRAYOSHA108 CORPORATION is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L. c. 149, § 189.

This certificate expires on 03-Nov-2025 .

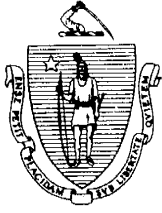
Sincerely,

Katie Dishnica, Director
Department of Unemployment Assistance

Questions?

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

EXHIBIT 3



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

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

APPLICATION FOR A TRANSFER OF LICENSE

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

ECRT CODE: RETA

Please make \$200.00 payment here: ABCC PAYMENT WEBSITE

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

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

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN STATE ZIP CODE

For the following transactions (Check all that apply):

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

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

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



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

APPLICATION FOR A TRANSFER OF LICENSE

Municipality

1. TRANSACTION INFORMATION

- Transfer of License
- Alteration of Premises
- Change of Location
- Management/Operating Agreement
- Pledge of Inventory
- Pledge of License
- Pledge of Stock
- Other
- Change of Class
- Change of Category
- Change of License Type (\$12 ONLY, e.g. "club" to "restaurant")

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

2. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
<input type="text" value="Off-Premises"/>	<input type="text" value="\$15 Package Store"/>	<input type="text" value="All Alcohol"/>	<input type="text" value="Annual"/>

3. BUSINESS ENTITY INFORMATION

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

Current or Seller's License Number FEIN

Entity Name

DBA Manager of Record

Street Address

Phone Email

Add'l Phone Website

4. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. If this application alters the current premises, provide the specific changes from the last approved description. You must also submit a floor plan.

Total Sq. Footage	<input type="text" value="3328"/>	Seating Capacity	<input type="text" value="0"/>	Occupancy Number	<input type="text" value="n/a"/>
Number of Entrances	<input type="text" value="1"/>	Number of Exits	<input type="text" value="1"/>	Number of Floors	<input type="text" value="1"/>

APPLICATION FOR A TRANSFER OF LICENSE

5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

Transferor Entity Name PRAYOSHA108 CORPORATION By what means is the license being transferred? Purchase

List the individuals and entities of the current ownership. Attach additional pages if necessary utilizing the format below.

Name of Principal	Title/Position	Percentage of Ownership
Niki Patel	President	100

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

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

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

Name of Principal	Residential Address	SSN	DOB
Payal K. Savalia			

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
President	100	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Kushal J. Savalia			

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Manager	0	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

APPLICATION FOR A TRANSFER OF LICENSE

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST (Continued...)

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

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

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

Additional pages attached? Yes No

CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

Yes No

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality
Payal K. Savalia	All Liquor	Schooner's Market	Essex
Payal K. Savalia	Beer&Wine	Country Farm	Taunton

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality

APPLICATION FOR A TRANSFER OF LICENSE

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

7. CORPORATE STRUCTURE

Entity Legal Structure

Date of Incorporation

State of Incorporation

Is the Corporation publicly traded? Yes No

8. OCCUPANCY OF PREMISES

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

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

Please indicate by what means the applicant will occupy the premises

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

Will the Landlord receive revenue based on percentage of alcohol sales? Yes No

9. APPLICATION CONTACT

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

Name:

Phone:

Title:

Email:

APPLICATION FOR A TRANSFER OF LICENSE

10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	0
B. Purchase Price for Business Assets	250000
C. Other* (Please specify)	Inventory
D. Total Cost	\$250,000 +

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

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
Payal K Savalia	\$125,000
Total:	

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
Prayasha108 Corp	\$125,000	Business Loan	<input type="radio"/> Yes <input checked="" type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

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

Personal Savings (\$213,000) and Line of Credit (\$100,000)

11. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? Yes No

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

To whom is the pledge being made?

APPLICANT'S STATEMENT

I, Payal K Savalia the: sole proprietor; partner; corporate principal; LLC/LLP manager
Authorized Signatory

of DHYANI PATEL CORP
Name of the Entity/Corporation

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

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

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

Signature: *P. K. Savalia*

Date: 10/28/2025

Title: President

EXHIBIT 4

12. MANAGER APPLICATION

A. MANAGER INFORMATION

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

Proposed Manager Name

Date of Birth SSN

Residential Address

Email

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

B. CITIZENSHIP/BACKGROUND INFORMATION

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

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

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

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

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name
10/2022	Present	Manager	Schooner's Market	Payal K. Savalia

D. PRIOR DISCIPLINARY ACTION

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

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

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

Manager's Signature

Date

13. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?

Yes No

If yes, please fill out section 13.

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

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

13A. MANAGEMENT ENTITY

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

Entity Name	Address	Phone		
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>		
Name of Principal	Residential Address	SSN	DOB	
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?

Yes No

If yes, attach an affidavit providing the details of any and all convictions.

13B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES

LICENSE

Does any individual or entity identified in question 13A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

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

Name	License Type	License Name	Municipality

13C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 13A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

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

Name	License Type	License Name	Municipality

13D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 13A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

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

Licensee Name	License Type	Municipality	Date(s) of Agreement

13E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question section 13B, 13C, 13D ever been suspended, revoked or cancelled?

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

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

13F. TERMS OF AGREEMENT

- a. Does the agreement provide for termination by the licensee? Yes No
- b. Will the licensee retain control of the business finances? Yes No
- c. Does the management entity handle the payroll for the business? Yes No

d. Management Term Begin Date e. Management Term End Date

- f. How will the management company be compensated by the licensee? (check all that apply)
- \$ per month/year (indicate amount)
 - % of alcohol sales (indicate percentage)
 - % of overall sales (indicate percentage)
 - other (please explain)

ABCC Licensee Officer/LLC Manager

Signature:
 Title:
 Date:

Management Agreement Entity Officer/LLC Manager

Signature:
 Title:
 Date:

ADDITIONAL INFORMATION

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

EXHIBIT 5

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

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

Articles of Organization

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

Minimum Filing Fee:
\$250.00

Identification Number: [REDACTED] (number will be assigned)

ARTICLE I
The exact name of the corporation is:
DHYANI PATEL CORP

ARTICLE II
Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Specify if you want a more limited purpose:
TO OPERATE A CONVENIENCE AND LIQUOR PACKAGED GOODS STORE(S), AND SELL THE GROCERY AND GENERAL PRODUCTS, RETAIL AND WHOLESALE, AND TO DO ANY AND ALL THINGS INCIDENTAL AND NECESSARY THERETO; TO PURCHASE, SELL, AND DEAL IN ALL TYPES OF THE ITEMS RELATIVE TO THE CONVENIENCE STORE. THE CORPORATION MAY OWN, BUY, SELL, MORTGAGE, LEASE AND DEAL IN ALL KINDS OF PROPERTY, BOTH REAL AND PERSONAL, INCIDENTAL TO THE OPERATION OF THE BUSINESS, AND MAY OWN STOCKS AND BONDS OF OTHER CORPORATIONS ORGANIZED FOR SIMILAR PURPOSES; AND TO CARRY ON ANY BUSINESS PERMITTED BY THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS TO A CORPORATION ORGANIZED UNDER CHAPTER 156D OF THE GENERAL LAWS OF THE COMMONWEALTH OF MASSACHUSETTS.

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

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

ARTICLE IV
If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the corporation must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.
NOT APPLICABLE

ARTICLE V

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

5. THE RESTRICTIONS IMPOSED BY THE ARTICLES OF ORGANIZATION UPON THE TRANSFER OF SHARES OF STOCK OF ANY CLASS ARE AS FOLLOWS: ANY STOCKHOLDER, INCLUDING THE HEIRS, ASSIGNS, EXECUTORS OR ADMINISTRATORS OF A DECEASED STOCKHOLDER; DESIRING TO SELL OR TRANSFER SUCH STOCK OWNED BY HIM OR THEM, SHALL FIRST OFFER IT TO THE CORPORATION THROUGH THE BOARD OF DIRECTORS, IN THE FOLLOWING MANNER : HE SHALL NOTIFY THE DIRECTORS OF HIS DESIRE TO SELL OR TRANSFER BY NOTICE IN WRITING, WHICH NOTICE SHALL CONTAIN THE PRICE AT WHICH HE IS WILLING TO SELL OR TRANSFER AND THE NAME OF THE ARBITRATOR. THE DIRECTORS SHALL WITHIN THIRTY DAYS THEREAFTER EITHER ACCEPT THE OFFER, OR BY NOTICE TO HIM IN WRITING A SECOND ARBITRATOR, AND THESE TWO SHALL NAME A THIRD. IT SHALL THEN BE THE DUTY OF THE ARBITRATORS TO ASCERTAIN THE VALUE OF THE STOCK, AND IF ANY ARBITRATOR SHALL NEGLECT OR REFUSE TO APPEAR AT ANY MEETING APPOINTED BY THE ARBITRATORS, A MAJORITY MAY ACT IN THE ABSENCE OF SUCH ARBITRATOR. AFTER THE ACCEPTANCE OF THE OFFER, OR THE REPORT OF THE ARBITRATORS AS TO THE VALUE OF THE STOCK, THE DIRECTORS SHALL HAVE THIRTY DAYS WITHIN WHICH TO PURCHASE THE SAME AT SUCH VALUATION, BUT IF AT THE EXPIRATION OF THIRTY DAYS, THE CORPORATION SHALL NOT HAVE EXERCISED THE RIGHT TO PURCHASE, THE OWNER OF THE STOCK SHALL BE AT LIBERTY TO DISPOSE OF THE SAME IN ANY MANNER HE MAY SEE FIT. NO SHARES OF STOCK SHALL BE SOLD OR TRANSFERRED ON THE BOOKS OF THE CORPORATION UNTIL THESE PROVISIONS HAVE BEEN COMPILED WITH, BUT THE BOARD OF DIRECTORS MAY IN ANY PARTICULAR INSTANCE WAIVE THESE REQUIREMENTS.

ARTICLE VI

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

6. OTHER LAWFUL PROVISIONS FOR THE CONDUCT, AND REGULATIONS OF THE BUSINESS AND AFFAIRS OF THE CORPORATION, FOR ITS VOLUNTARY DISSOLUTION, OR FOR LIMITING, DEFINING OR REGULATING THE POWERS OF THE CORPORATION, OR OF ITS DIRECTORS OR STOCKHOLDERS, OR ANY CLASS OF STOCKHOLDERS : (A) THE DIRECTORS MAY MAKE, AMEND OR REPEAL THE BY-LAWS IN WHOLE OR IN PART, EXCEPT WITH RESPECT TO ANY PROVISION THEREOF WHICH BY LAW OR THE BY-LAWS REQUIRES ACTION BY THE STOCKHOLDERS. (B) MEETING OF THE STOCKHOLDERS MAY BE HELD ANYWHERE IN THE UNITED STATES. (C) THE CORPORATION MAY BE A PARTNER IN ANY BUSINESS ENTERPRISE IT WOULD HAVE POWER TO CONDUCT BY ITSELF. (D) THE DIRECTORS SHALL HAVE THE POWER TO FIX FROM TIME TO TIME THEIR COMPENSATION. NO PERSONS SHALL BE DISQUALIFIED FROM HOLDING ANY OFFICE BY REASON OF ANY INTEREST. IN THE ABSENCE OF FRAUD, ANY DIRECTOR, OFFICER OR STOCKHOLDER OF THIS CORPORATION INDIVIDUALLY, OR ANY INDIVIDUAL HAVING ANY INTEREST IN ANY CONCERN WHICH IS A STOCKHOLDER OF THIS CORPORATION, OR ANY CONCERN WHICH ANY SUCH DIRECTORS, OFFICERS, STOCKHOLDERS OR INDIVIDUALS HAVE ANY INTEREST, MAY BE A PARTY TO, OR MAY BE PECUNIARILY OR OTHERWISE INTERESTED IN, ANY CONTRACT, TRANSACTION OR OTHER ACT OF THIS CORPORATION, AND (1) SUCH CONTRACT, TRANSACTIONS OR ACT SHALL NOT BE IN ANY WAY INVALIDATED OR OTHERWISE AFFECTED BY THAT FACT ; (2) NO SUCH DIRECTOR, OFFICER, STOCKHOLDER OR INDIVIDUAL SHALL BE LIABLE TO ACCOUNT TO THIS CORPORATION FOR ANY PROFIT OR BENEFIT REALIZED THROUGH ANY SUCH CONDUCT, TRANSACTION OR ACT ; AND (3) ANY SUCH DIRECTOR OF THIS CORPORATION MAY BE COUNTED IN DETERMINING THE EXISTENCE OF A QUORUM AT ANY MEETING OF THE DIRECTORS OR OF ANY COMMITTEE THEREOF WHICH SHALL AUTHORIZE ANY SUCH CONTRACT, TRANSACTION, OR ACT, AND MAY VOTE TO AUTHORIZE THE SAME ; THE TERM "INTEREST" INCLUDING PERSONAL INTEREST AND INTEREST AS A DIRECTOR, OFFICER, STOCKHOLDER, SHAREHOLDER, TRUSTEE, MEMBER OR BENEFICIARY OF ANY CONCERN ; AND THE TERM "CONCERN" MEANING ANY CORPORATION, ASSOCIATION, TRUST, PARTNERSHIP, FIRM, PERSON OR OTHER ENTITY OTHER THAN THIS CORPORATION.

ARTICLE VII

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

Later Effective Date (mm/dd/yyyy):

Time (HH:MM)

ARTICLE VIII

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

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

Agent name: PAYAL K SAVALIA

Number and street: 9 ELM ST

Address 2:

City or town: ANDOVER

State: MA

Zip code: 01810

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

Title	Individual Name	Address
PRESIDENT	PAYAL K SAVALIA	
TREASURER	PAYAL K SAVALIA	
SECRETARY	PAYAL K SAVALIA	
DIRECTOR	PAYAL K SAVALIA	

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

December 31

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

RETAIL SALES OF ALL LIQUOR PACKAGED GOODS

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

Number and street: 9 ELM ST

Address 2:

City or town: ANDOVER

State: MA

Zip code: 01810

Country: UNITED STATES

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

Number and street: 9 ELM ST

Address 2:

City or town: ANDOVER

State: MA

Zip code: 01810

Country: UNITED STATES

Which is:

its principal office

an office of its transfer agent

an office of its secretary/assistant secretary

its registered office

Signed this 23 Day of October, 2025 at 11:10 AM by the incorporator(s). (If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)

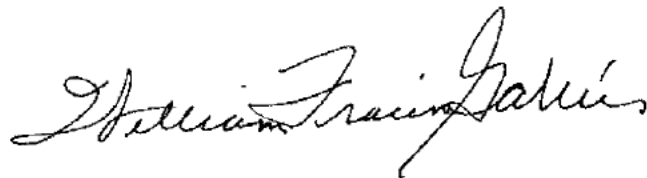
PAYAL K SAVALIA

THE COMMONWEALTH OF MASSACHUSETTS

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

deemed to have been filed with me on:

October 23, 2025 11:55 AM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, prominent initial "W".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

EXHIBIT 6



JEAN M. LORIZIO, ESQ.
CHAIRMAN

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

CORI REQUEST FORM

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	88922	LICENSEE NAME:	DHYANI PATEL CORP	CITY/TOWN:	ANDOVER
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APPLICANT INFORMATION


LAST NAME:	SAVALIA	FIRST NAME:	PAYAL	MIDDLE NAME:	KUSHAL
MAIDEN NAME OR ALIAS (IF APPLICABLE):	PATEL	PLACE OF BIRTH:	[REDACTED]		
DATE OF BIRTH:	[REDACTED]	SSN:	[REDACTED]	ID THEFT INDEX PIN (IF APPLICABLE):	[REDACTED]
MOTHER'S MAIDEN NAME:	[REDACTED]	DRIVER'S LICENSE #:	[REDACTED]	STATE LIC. ISSUED:	Massachusetts
GENDER:	FEMALE	HEIGHT:	[REDACTED]		
CURRENT ADDRESS:	[REDACTED]				
CITY/TOWN:	[REDACTED]				
FORMER ADDRESS:	[REDACTED]				
CITY/TOWN:	[REDACTED]				

PRINT AND SIGN

PRINTED NAME:	PAYAL SAVALIA	APPLICANT/EMPLOYEE SIGNATURE:	<i>P. K. Savalia</i>
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NOTARY INFORMATION

On this Tuesday, 28 October, 2025 before me, the undersigned notary public, personally appeared Payal K Savalia
(name of document signer), proved to me through satisfactory evidence of identification, which were Mass Driver's License
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.


 NOTARY



DIVISION USE ONLY

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

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



JEAN M. LORIZIO, ESQ.
CHAIRMAN

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

CORI REQUEST FORM

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

ABCC LICENSE INFORMATION

ABCC NUMBER: 88922 LICENSEE NAME: DHYANI PATEL CORP CITY/TOWN: ANDOVER

APPLICANT INFORMATION

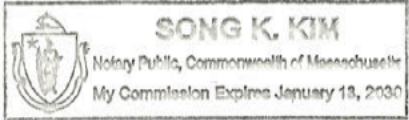
LAST NAME: SAVALIA FIRST NAME: KUSHAL MIDDLE NAME: JAGJIVAN
MAIDEN NAME OR ALIAS (IF APPLICABLE): PLACE OF BIRTH: India
DATE OF BIRTH: SSN: ID THEFT INDEX PIN (IF APPLICABLE):
MOTHER'S MAIDEN NAME: DESAI DRIVER'S LICENSE #: STATE LIC. ISSUED: Massachusetts
GENDER: MALE HEIGHT:
CURRENT ADDRESS:
CITY/TOWN:
FORMER ADDRESS:
CITY/TOWN:

PRINT AND SIGN

PRINTED NAME: KUSHAL SAVALIA APPLICANT/EMPLOYEE SIGNATURE: K. J. Savalia

NOTARY INFORMATION

On this Tuesday, 28 October, 2025 before me, the undersigned notary public, personally appeared Kushal J Savalia
(name of document signer), proved to me through satisfactory evidence of identification, which were Mass Driver's License
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.
NOTARY



DIVISION USE ONLY
REQUESTED BY: SIGNATURE OF CORI-AUTHORIZED EMPLOYEE
The DCJ's Identity Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJ. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCJ via mail or by fax to (617) 660-4614.

EXHIBIT 7

ASSET PURCHASE AGREEMENT

AGREEMENT made this 16 day of July 2025 by and among Prayasha108 Corporation, a Massachusetts corporation doing business as "Andover Spa" at 9 Elm Street, Andover, Massachusetts, hereinafter referred to as the "Seller", and Payal K Savalia, Massachusetts, or his nominee, hereinafter referred to as the "Buyer".

WHEREAS, the Seller owns and operates a liquor store known as "Andover Spa" which business is located at 9 Elm Street, Andover, Massachusetts (the "Business"); and

WHEREAS, Seller desires to sell to the Buyer and the Buyer desires to purchase from the Seller, the Business upon the terms and conditions hereinafter set forth.

In consideration of One (\$1.00) Dollar and other valuable considerations by each of the parties hereto to the other paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter set forth, the parties have agreed and by these presents do hereby agree as follows:

1. SALE OF CERTAIN ASSETS. The Seller agrees to sell and the Buyer agrees to buy the following assets of the Business (the "assets"):

(a) Personal Property. All personal property now owned by the Seller, and used or usable in connection with the Business, including without limiting the generality of the foregoing, all furniture, fixtures and equipment, said personal property being more particularly described in the list attached hereto and marked "A" (the "Personal Property").

(b) Inventory. The inventory of the Business as hereinafter described.



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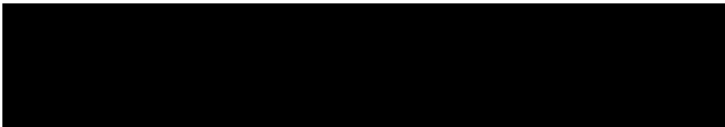
(c) Business and Good Will. The Buyer shall be given all rights of the Seller to the business and good will of the Seller and all of Seller's right to use the name "Andover Spa" and the current telephone numbers.

(d) Transfer of Licenses. To the extent that they are transferable the Seller shall transfer to the Buyer all of the licenses currently used by the Seller in the operation of the Business, including all alcoholic beverage package store license (the "liquor license") and lottery sales agency license (the "lottery license") currently issued to the Seller.

The Personal Property and inventory shall be transferred by a general Bill of Sale of the Seller conveying, free from all claims, liens and encumbrances, all of the assets to be sold pursuant to the terms hereof.

2. EXCLUSIONS. The following items of personal property are excluded from this sale:

- (a) Money either in the bank in the name of the Seller or on the premises at the time of closing.
- (b) Accounts receivable.
- (c) Loans to employees.
- (d) Corporate records, minute books, income or corporate excise tax returns or records relating thereto, bank records, monthly or annual accounting reports or accounts payable vouchers, paid checks, general operating and receivable ledgers, cash receipt books, federal and state employee earnings reports, payroll records, journals, and other similar books and accounts, for any period or periods prior to the closing date.



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3. PURCHASE PRICE. (a) For said Bill of Sale, conveyance and transfer, the Buyer, or its nominee, shall pay the total sum of Two Hundred Fifty Thousand and 00/100 (\$250,000) Dollars as follows:

(i) Thirty-Five Thousand and 00/100 (\$35,000) Dollars have been paid upon the execution hereof, the receipt of which is acknowledged by the Seller; and

(ii) Ninety Thousand and 00/100 (\$90,000) Dollars shall be paid by wire transfer certified or bank treasurer's check, an attorney's IOLTA check or other good funds at the time of closing.

(iii) The balance in the amount of One Hundred Twenty-Five Thousand and 00/100 (\$125,000) Dollars shall be paid by a promissory note (hereinafter referred to as "Note") of the Buyer on the date of closing bearing interest at the rate of eight (8%) percent per annum payable to the Seller in or within three (3) years from the date of the closing in thirty-six (36) equal monthly installments of Three Thousand Nine Hundred Seventeen and 05/100 (\$3,917.05) Dollars. The Note shall be secured by a first security interest on the assets of the Business as well as a pledge of the liquor license and a UCC financing statement. The first payment shall be due and payable one month from the date of closing. In the event that the Buyer purchases the Business in the name of a nominee the Note shall be personally guaranteed by Payal K Savalia. The Note may be prepaid in whole or in part at any time without penalty.

(b) Inventory. In addition to the purchase price set forth in paragraph (a) above, the Buyer, shall be responsible to pay to the Seller the amount of inventory of useable and saleable products for sale in the regular course of the Seller's business. The value of the inventory shall be Seller's cost of same. The amount of inventory shall be paid by Buyer by wire



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transfer, certified or bank treasurer's check, an attorney's IOLTA check or other good funds at the time of closing.

(c) Other Adjustments. Adjustments shall be made at the time of the closing for the following: license fees, rent, security deposits, utility deposits, and for all prepaid contracts and all other matters customarily adjusted at a closing for the sale of a business.

(d) Allocation of Purchase Price. The parties agree that the purchase price to be paid by the Buyer pursuant to the terms of this Agreement shall be allocated by mutual agreement of the parties prior to closing.

4. REPRESENTATIONS AND COVENANTS OF SELLER. The Seller warrants, represents and covenants the following:

(a) The Seller is a Massachusetts corporation and as of the date of closing will be in good standing and legally existing.

(b) As of the date of closing, the Seller will be the owner and will have good and marketable title to all assets being sold, free and clear from all encumbrances except with regard to any assets otherwise noted on Exhibit A.

(c) The Seller, to its knowledge, has complied with all laws, rules and regulations of the town, state and federal governments relative to the operation of a convenience store business.

(d) The Seller has not entered into any contract to sell or mortgage the Business or any portion thereof other than with the Buyer.

(e) As of the date of closing there will be no litigation or other proceedings pending known or threatened against the Seller.



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(f) The Bill of Sale and instruments of assignment to be delivered at the closing will transfer to the Buyer all of the Personal Property used by the Seller at the location of the Business except with regard to any Personal Property otherwise noted on Exhibit A attached hereto.

(g) The Bill of Sale will state that this conveyance and transfer is free and clear from all encumbrances and will contain the usual warranties of title which will survive the closing.

(h) The Business will be conducted up to the date of the closing in accordance with all laws, rules and regulations of the town, state and federal governments.

(i) No judgments or liens will be outstanding at the time of closing against the Seller or against the Business.

(j) As of the date of closing there will be no outstanding health code violations against the Business to the best of Seller's knowledge.

(k) Seller has not entered into any contracts regarding the Business which will be in effect at the time of closing except as otherwise disclosed on Exhibit B attached hereto.

(l) The assets of the Business shall at the time of closing be in the same condition as they now are, reasonable use and wear thereof excepted.

(m) The Seller has paid or will pay prior to closing all taxes, including social security, withholding, sales taxes, meals taxes, cigarette taxes and unemployment taxes relating to the operation of the Business and due and payable by it to the town, state and federal governments prior to the closing date.

5. NO ASSUMPTION OF LIABILITIES. The parties agree and acknowledge that the Buyer is not assuming any liabilities or obligations of the Seller whatsoever with regard to



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the Business unless expressly set forth herein. All amounts due to liquor distributors and to the Massachusetts State Lottery Commission will be paid prior to the closing or from the sale proceeds at the closing.

6. CLOSING. The closing shall take place at the Buyer's lender's office in or within fifteen (15) days after all licenses necessary to operate the Business (including the liquor license and the lottery sales agency license) have been transferred to, or issued to, the Buyer, unless some other time and place shall have been mutually agreed upon. Provided, however, in the event that said licenses have not been obtained or transferred by October 31, 2025, either party may terminate this Agreement upon ten (10) days' written notice to the other (unless said licenses are obtained or transferred within such ten (10) day period in which event this Agreement shall not be terminated) and all deposits made hereunder shall be refunded forthwith.

At the closing, and as a condition precedent to the payment of the purchase price provided for in Paragraph 3 hereof, the Seller shall deliver to the Buyer the following documents:

- (a) A Bill of Sale conveying good title to the Personal Property with the usual warranties of title in accordance with this agreement, free from all encumbrances.
- (b) A Certificate of Good Standing issued by the Secretary of State's Office of the Commonwealth of Massachusetts.
- (c) A Certificate of Good Standing issued by the Massachusetts Department of Revenue.
- (d) A Certificate of Compliance from the Massachusetts Dept. of Unemployment Assistance.
- (e) A vote of all of the issued and outstanding shares of the stock of the Seller entitled to vote, authorizing the sale of the Business to the Buyer.



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(f) Any other documents reasonably required by the Buyer's counsel in order to effectuate the transfer contemplated herein.

7. RISK OF LOSS. The Seller assumes all risks of destruction, loss or damage due to fire or other casualty up to the date of closing. If the destruction, loss or damage is such that the Business is substantially interrupted or curtailed, or if the amount of the damage is reasonably estimated to exceed the sum of Five Thousand and 00/100 (\$5,000) Dollars, then the Buyer shall have the option to terminate this Agreement, and all payments made hereunder shall be forthwith refunded and all other obligations of all parties hereto shall cease and this Agreement shall be void and without recourse to the parties hereto. If the destruction, loss or damage is such that the Business is neither interrupted nor curtailed, the purchase price shall be adjusted by mutual agreement of the Buyer and Seller at the closing to reflect such destruction, loss or damage.

8. ACCEPTANCE OF BILL OF SALE. Except as herein otherwise provided, the acceptance of the Bill of Sale by the Buyer or his nominee shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are by the express terms hereof to be performed after the delivery of the instruments of transfer and the payment of the purchase price.

9. SURVIVAL OF REPRESENTATIONS. All representations, warranties, and agreements made by the Seller in this agreement or pursuant hereto, except as otherwise expressly stated, shall survive the closing for a period of six months.

10. INDEMNIFICATION. The Seller agrees to indemnify and save harmless the Buyer against any loss, costs and expenses, including reasonable attorney's fees, which the Buyer



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may incur or sustain by reason of any claims made against the Buyer for any obligation incurred by the Seller for which the Buyer becomes liable

The Buyer agrees to indemnify and save harmless the Seller against any loss, costs and expenses including reasonable attorney's fees, which Seller may have or sustain by reason of any claims made against the Seller which are the obligation of the Buyer.

11. EXTENSION OF TIME OF PERFORMANCE. If the Seller shall be unable to give title or to make delivery as above stipulated, any payments made under this Agreement shall be refunded and all other obligations of the parties hereto shall cease; PROVIDED, however, that Seller shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, as the case may be, in which event the Seller shall give written notice thereof to the Buyer at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty days.

12. DEPOSIT. All deposits made hereunder shall be held in escrow by Gregory C. Demakis, Esquire and duly accounted for at closing.

13. BUYER'S DEFAULT. In the event of default of the Buyer hereunder, any deposit paid by the Buyer hereunder shall be retained by the Seller as liquidated damages, which shall be the sole remedy at law and in equity for the Seller.

14. BROKER. It is agreed by and between the parties that no broker or agent brought about the sale of the Business. If it should be determined that any broker or agent is due a commission, the party engaging the services of such broker or agent shall be fully and solely obligated to pay such commission.

15. CONDITIONS OF SALE. This Agreement is subject to the following:



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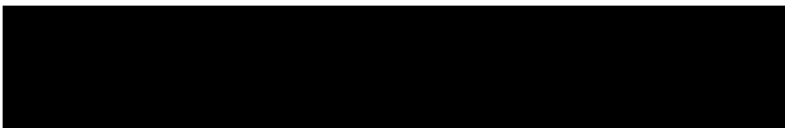
(a) The transfer to the Seller or the direct procurement by Buyer from appropriate authorities, of all necessary licenses, permits and approvals for the operation of a liquor store and the Business as it is currently being operated. This shall include, but not be limited to the liquor license, the lottery license, occupancy permit or any other permits or permissions.

(b) The Buyer's satisfactory review of the lease between the owner and the premises, as landlord, and the Seller, as tenant, for the premises located at 9 Elm Street, Andover, Massachusetts and the assignment of the lease to the Buyer with the Landlord's consent thereto. If the Buyer is not satisfied with the lease, the Buyer shall have the option to terminate this Agreement by written notice to Seller given no later than thirty (30) days after the execution of this Agreement. The Buyer shall file an application for the transfer of the liquor license with the Town of North Andover within thirty (30) days after the execution of this Agreement.

If either of these conditions are not satisfied then this Agreement shall terminate and be null and void and all deposits hereunder shall be returned forthwith to the Buyer.

16. USE OF PURCHASE MONEY TO CLEAR TITLE. To enable the Seller to make conveyance and transfer as herein provided, the Seller may at the time of delivery of the Bill of Sale and other instruments of transfer, use the purchase money or any portion thereof, to clear title of any or all encumbrances; PROVIDED, that all instruments so procured are recorded simultaneously, or reasonably thereafter, with the delivery of said Bill of Sale.

17. BUYER'S ACKNOWLEDGEMENTS. Buyer acknowledges that Buyer, or Buyer's representatives, has had the opportunity to examine the books and records of the Seller and to observe the Business its sales and acknowledges that the Seller has not made, nor does it make any representations, warranties or statements as to volume of the Business, sales, and



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expenses or any other matter or thing relating to and affecting the Business, except as specifically set forth herein and Buyer expressly acknowledges that Buyer does not rely on any such representations, warranties, or statements in entering into this transaction.

18. NOTICES. All notices required hereunder shall be in writing by the party of the party's attorney and shall be deemed to have been given (a) when delivered by hand, or (b) when mailed by registered or certified mail, return receipt requested, all charges prepaid, or (c) when received via overnight delivery service, or (d) when received via facsimile transmission, with original notice postmarked on the date of such transmission, addressed:

for Buyer: Song-Kun Kim, Esquire
The Law Offices of Song K. Kim
160 Main Street Suite #2
Stoneham, MA 02180
(781) 438-6170 Phone
(781)438-6177 Fax
info@songkimlaw.com

for Seller: Gregory C. Demakis, Esquire
Demakis Law Offices, P.C.
56 Central Avenue, Suite 201
Lynn, MA 01901
(781) 595-3311 Phone
(781) 592-4990 Fax
gdemakis@demakislaw.com

All notices given pursuant to the methods described in (a), (c) and (d) hereunder shall be deemed effective only upon receipt by the party to whom such notice is addressed, within the time frame applicable to such notice. All notices given by registered or certified mail, pursuant to (b) hereunder shall be deemed effective upon mailing. Either party may notify the other of a new address, in which case such new address shall be employed for all subsequent mailings. The effective date of such notice of new address shall be determined by the method of notice used pursuant to (a), (b), (c), and (d) above.



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19. BENEFIT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs and legal representatives, provided that neither party shall assign any of its rights hereunder without the prior written consent of the other.

20. ENTIRE AGREEMENT MODIFICATION. This Agreement is to take effect as a sealed instrument and sets forth the entire agreement between the parties relative to the subject matters hereof and may be cancelled or modified only by a written instrument executed by the parties.

21. MASSACHUSETTS CONTRACT. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts and may be executed in any number of counterparts, each of which when executed and delivered is an original, but all of which together shall constitute one instrument.

SIGNATURES ON FOLLOWING PAGE



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Signed as a sealed instrument on the date first above written.

Seller:

Buyer:

Prayasha108 Corporation

npat
Niki Patel, President

P. K. Savalia
Payal K Savalia

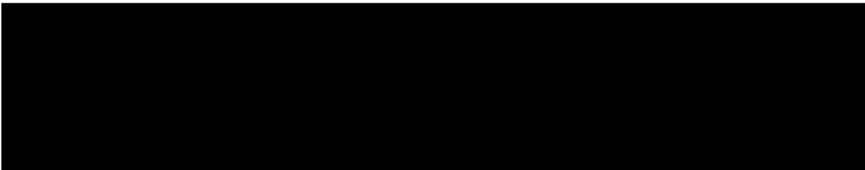
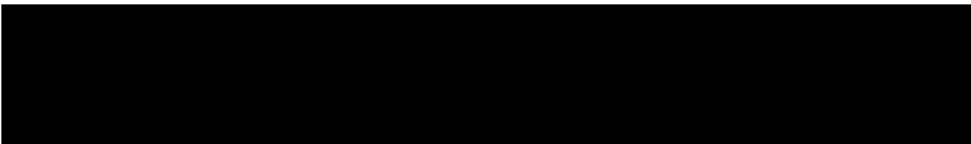


EXHIBIT A

LIST OF FURNITURE, FIXTURES AND EQUIPMENT

All the business assets existing on the premises



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EXHIBIT B
CONTRACTS TO BE ASSUMED BY BUYER

NONE



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EXHIBIT 8



We the People

Of the United States
do hereby form a more perfect Union,
establish Justice, insure domestic Tranquility,
provide for the common defence,
promote the general Welfare, and secure
the Blessings of Liberty to ourselves and
our Posterity, do hereby adopt this
Constitution for the United States of America.

P. K. Savalia

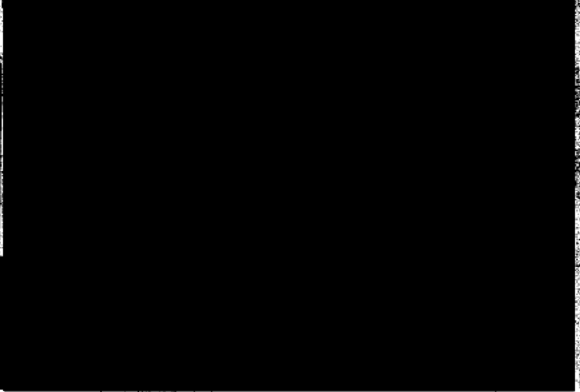
SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

PASSPORT
PASSEPORT
PASAPORTE

UNITED STATES OF AMERICA



Type / Type / Tipo: P
Country / Pays / Pais: USA
Surname / Nom / Apellidos: SAVALIA
Given Names / Prénoms / Nombres: RAYAL KUSHAL



IF YOUR PASSPORT EXPIRES WITHIN SIX MONTHS OF YOUR DATE OF DEPARTURE,
YOU MAY BE DENIED ENTRY INTO SOME COUNTRIES.

Endorsements: Mexico, Ecuador, Antigua and Barbuda



SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

THE UNITED STATES OF AMERICA

PREVIOUS EDITIONS
VOID



Surname/Nom/Apellidos

SAVALIA

Given names/Prenoms/Nombres

KUSHAL JAGJIVAN

Nationality/Nationalité/Nacionalidad

UNITED STATES OF AMERICA

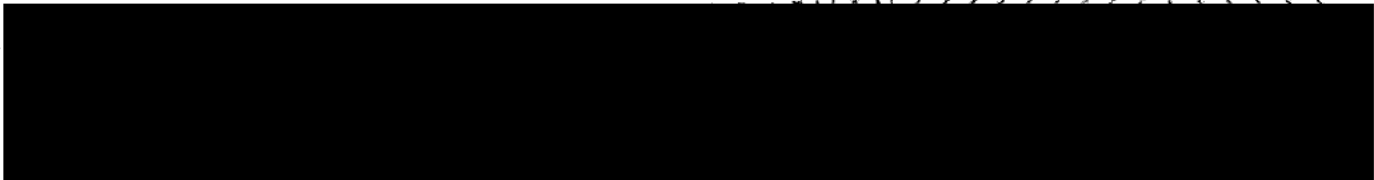
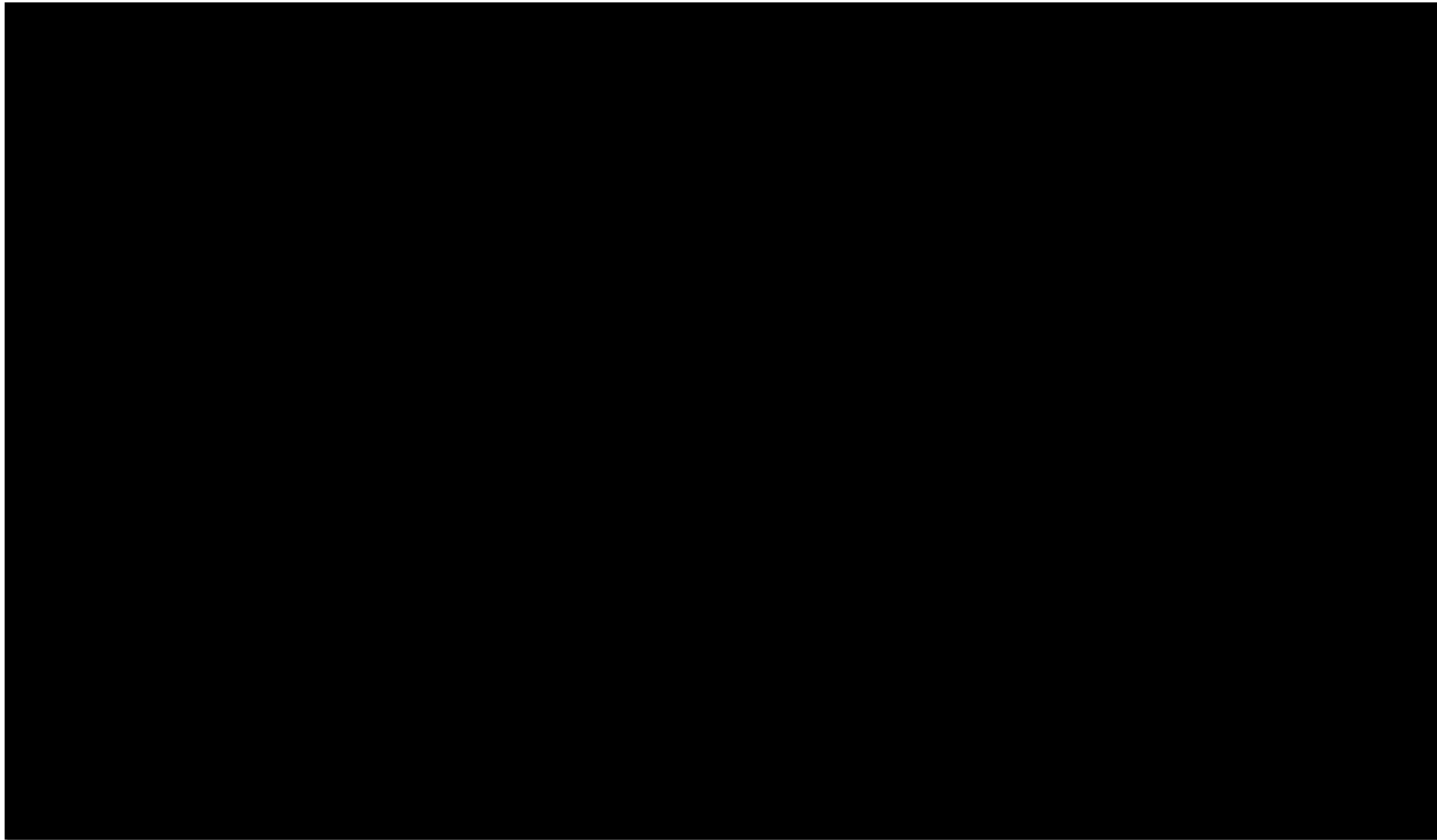
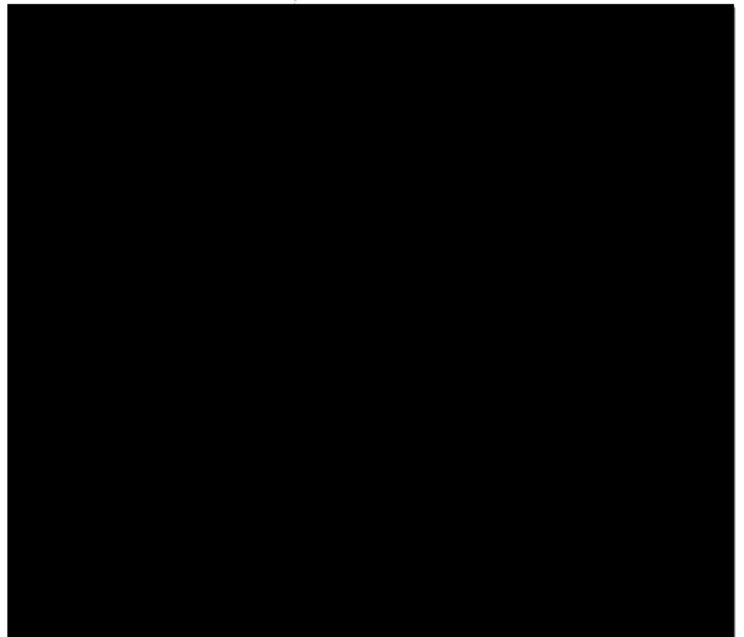


EXHIBIT 9

 Eastern Bank



Go Paperless with eStatements

 Eastern Bank
JOIN US FOR GOOD

eStatements make your statements available sooner than paper, cannot be lost or stolen, and are better for the environment. To enroll via Mobile: click on "More", then "Manage Statement Settings". To enroll via Online Banking, click on "Settings", then "Manage Statements" tab. Go paperless today!



Eastern Bank

EXHIBIT 10

COMMERCIAL LEASE

WITNESSETH, that the Eleven Elm Street, LLC (hereinafter referred to as LESSOR) does hereby lease, demise and let unto Payal K Savalia, 7 Moore Circle, Danvers, MA 01923 (hereinafter referred to as LESSEE) the following described premises which are located in the building at 1-11 Elm Street, Andover, MA 01810 (Addenda #1).

1. The term of this Lease shall be for a period of five (5) years and three (3) months, commencing on October 1, 2025 and ending on December 31, 2030. Lessee shall give six month notice to vacate.
2. During the term of this Lease, the LESSEE covenants and agrees to pay the LESSOR as rental, without prior notice and demand, rent as shown below.

October 1, 2025 through December 31, 2025	\$3,600/month
January 1, 2026 through December 31, 2026	\$3,650/month
January 1, 2027 through December 31, 2027	\$3,760/month
January 1, 2028 through December 31, 2028	\$3,872/month
January 1, 2029 through December 31, 2029	\$3,650/month
January 1, 2030 through December 31, 2030	\$3,988/month

All rental payments shall be made to the LESSOR at 5 Washington Avenue, Andover, MA 01810 or such other place as the LESSOR may from time to time designate in writing.

3. The LESSEE further agrees that it will pay any and all taxes assessed against said premises for **personal property** and equipment associated with the Leased premises (Excluding real estate). This includes but not limited to machinery, equipment and personal property in the premises, whether the tax bill is issued in the name of the LESSOR or the LESSEE.
4. The LESSEE will pay for all charges, electricity, gas, high speed communication, water and sewer if separately metered and any other utilities or services used in the premises. (See Addenda #2).
5. The LESSOR will make all repairs to the exterior of the building in which the hereby demised premises are located and the **LESSEE will make all interior repairs,** improvements or alteration which might be necessary and required in order to conduct the business of the LESSEE in the premises. However, it is understood and agreed that any improvements or alterations that are desired by the LESSEE will be effected only after notice to and written permission from the LESSOR. LESSEE is responsible for replacement of light bulbs. LESSEE further agrees to pay LESSOR as additional rent all sums due for repairs made to the demised premises, replacing of glass windows, doors, partitions, electric wiring and electric lamps etc., the keeping waste drain pipes open and repairs and replacement of wash basins and plumbing and heating apparatus, which are necessitated by or caused by misuse or abuse by LESSEE, as well as, for cleaning up premises, if required, upon vacating. The same shall be paid by LESSEE upon presentation of bills therefore.

6. In the event that during the term of the Lease herein mentioned any rule, regulation or law is adopted by any governmental agency requiring alterations, improvements, or additions to the premises then such alterations improvements or additions shall be made by LESSEE.
7. The LESSEE shall maintain with respect to the leased premises and the property of which the leased premises are a part, comprehensive public liability insurance in the amount of Two Million Dollars, \$2,000,000.00, with property damage insurance in the limits of One Million Dollars, \$1,000,000.00, in responsible companies qualified to do business in Massachusetts and in good standing therein insuring the LESSOR, as well as, the LESSEE shall deposit with the LESSOR certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least ten (10) days prior written notice to each assured named therein. LESSEE will indemnify and hold LESSOR harmless, and LESSEE will also indemnify LESSOR for all costs and reasonable attorneys fees incurred by the LESSOR and necessitated by said claims, demand or actions.
8. A policy of insurance evidencing such coverage shall be made available for LESSOR'S inspection and approval, which approval shall not be unreasonably withheld by the LESSOR; such inspection to be made during the LESSEE'S normal business hours at the premises or at any other reasonable location by the LESSOR. The Insurance shall name Eleven Elm Street, LLC as additionally insured.
9. The LESSEE shall be solely responsible for maintaining and removal of all snow and ice accumulation from the sidewalks adjacent to the premises hereby leased and will defend and save the LESSOR harmless from any claims for injury to persons or damage to property arising out of a claim for snow and ice being on the sidewalks adjacent to the leased premises.
10. The LESSEE will save the LESSOR harmless from all loss and damage occasioned by the use or escape of water upon said premises by bursting of pipes from any nuisance made or suffered on the premises, if said damage is occasioned by the LESSEE'S negligence.

11. The LESSEE will maintain the heat at all times during the winter months to ensure that the pipes will not freeze.
12. Storage of animals, explosives, inflammables, dangerous chemicals or any hazardous materials is strictly forbidden in the Premises. All machinery must be drained of gasoline prior to storage.
13. The LESSEE shall not overload or damage the said premises nor carry on any business which shall be deemed to constitute a nuisance or be unlawful, improper or contrary to any law of the Commonwealth of Massachusetts or any by-law of the Town of Andover or do any act which may make void or voidable any insurance, in the premises or building, against fire. If because of the said premises, the LESSOR should be assessed any increase or extra insurance premiums payable for any insurance which is the result of a use of the premises by the LESSEE, then the LESSEE will pay such additional premium or cost of insurance. LESSEE agrees to reimburse LESSOR for said portions of said insurance premium, or premiums within thirty (30) days of notice of said portion being furnish to LESSEE by LESSOR in writing each year.
14. Signs are allowed as currently approved by Andover's Building Code.
15. The LESSEE covenants and agrees to pay the LESSOR upon execution of this Lease, an amount equal to one month's rental of thirty six hundred dollars (\$3,600.00) as a security deposit as security for the full and faithful performance by the LESSEE of all the terms and conditions upon the LESSEE'S part to be performed, which sum shall be returned to the LESSEE within thirty (30) days of the expiration of this Lease, provided that the LESSEE has fully and faithfully carried out all the terms, covenants and conditions to be performed by it. All keys must be returned and continue to be rekeyed to the master. If rekeying is required, LESSEE will be billed for the re-key charge.
16. The LESSEE will quit and deliver up the premises to the LESSOR, or its attorney, peaceably and quietly at the expiration of the terms herein, or any renewal hereof, in as good order and condition, reasonable use and wear thereof, fire and unavoidable casualties excepted, as the same are now in.
17. The LESSOR may, at reasonable times, enter to view the leased premises and to make repairs and alterations as the LESSOR may set fit to make, or to show the leased premises to others who may wish to lease or purchase.

18. The LESSEE at the expiration of said lease will remove its goods and effects and all persons claiming under them and peaceably yield up to the LESSOR said premises and all erections, additions and improvements to said premises in good repair, order and condition in all respects, damages by fire or other avoidable casualty only excepted. However, no claim is to be made for furniture and fixtures of the LESSEE but if the LESSEE removes furniture and fixtures the LESSEE will repair all damages, holes, and other markings occasioned by the removal of said furniture and fixtures.
19. Surrender - The Lessee shall at the expiration or other termination of this lease remove all Lessee's goods and effects from the leased premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the Lessee, either inside or outside the leased premises). Lessee shall deliver to the Lessor the leased premises and all keys locks thereto and other fixtures connected therewith and all alterations and additions made to or upon the leased premises, in good condition, damage by fire or other casualty only excepted. In the event of the Lessee's failure to remove any of Lessee's property from the premises, Lessor is hereby authorized without liability to Lessee for loss or damage thereto, and at the sole risk of the Lessee, to remove and store any of the property at Lessee's expense, or to retain same under Lessor's control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the next proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.
20. ~~In addition to all other costs hereunder, the LESSEE agrees to pay a pro-rated share of the LESSOR'S taxes on the building in which the premises are located, and a pro-rated cost of maintenance of said building insurance on said building and snow removal around said building as an additional rent. Said pro-ration to be computed on a square footage basis. LESSOR may charge LESSEE monthly for said additional rent, based upon LESSOR'S estimates with a reconciliation at such time as the exact sums are known.~~
21. The LESSOR may give the LESSEE fifteen (15) days notice of intention to terminate this Lease in the event that:
 - a. The LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for fifteen (15) days after written notice thereof; or
 - b. The LESSEE shall default in the observance or performance of any other of the LESSEE'S covenants, agreements, or obligations hereunder and such default shall not be corrected within fifteen (15) days after written notice thereof; or

- c. The LESSEE shall be declared bankrupt or insolvent according to law or, of any assignment shall be made of LESSEE'S property for the benefit of creditors, then the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the leased premises, to declare the term of this lease ended, and remove the LESSEE'S effects, with prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the residue of term. If the LESSEE shall default, after reasonable notice thereof, in the observance of performance under or by virtue of any of the provisions in any article of this lease, the LESSOR without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditure or incurs any obligation, interest at the rate of twelve (12) percent per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.
22. LESSEE covenants and agrees that all late payments shall be subject to a late fee of Seventy-Five Dollars (\$75.00), commencing with the due date of each such late payment. All NSF Checks incur a Seventy Five Dollar (\$75.00) fee.
23. The LESSEE agrees that it will not assign, pledge, encumber or otherwise convey this Lease, or any interest therein, nor shall the LESSEE sublease the leased premises or any part thereof without the LESSOR'S prior written consent, which shall not be unreasonably withheld.
24. No modification, amendment, or alteration of this Lease shall be of any effect unless such modification, amendment, and/or alteration is in writing and signed by LESSOR and LESSEE. All notices hereunder shall be legally valid and sufficient if given in writing to LESSOR or LESSEE at the usual place of business or residence of LESSOR or LESSEE, in hand or by certified mail, return receipt requested. Notice shall be considered to have been given upon the date of delivery in hand or mailing.
25. The lease shall be binding upon the parties hereto, and upon their respective heirs, successors and assigns.
26. The LESSEE covenants and agrees that all property of any kind that may be on the premises during the continuance of this Lease, shall be at the sole risk of the LESSEE, and that the LESSOR shall not be liable to the LESSEE or any other premises person for any injury, loss, or damages to property or to any person on the.

- 27. The LESSEE shall pay any brokerage fees for professional services rendered in affecting this Lease
- 28. Termination of Lease before expiration date will result in forfeiture of all deposits.
- 29. No animals are to be kept within the leased premises or on the property.
- 30. No smoking is allowed within the premises of this building.
- 31. LESSEE further understands that outside storage of any type is not allowed. Premises will be kept neat and orderly at all times. LESSEE will not store or use any items that will impact the insurance on the building.
- 32. Maintenance of HVAC equipment shall be the responsibility of the LESSEE.
- 33. Removal of trash is the responsibility of the LESSEE.

IN WITNESS WHEREOF the parties have hereunto set their hands on this ____ day of September, 2025.

LESSEE: _____

LESSOR: _____

Name,
Trustee

WITNESS: _____

WITNESS: _____

Deposits being held: _____
First Months Deposit: _____
Security Deposit: _____
Last Months Deposit _____

ADDENDA #1

Insert floor plan

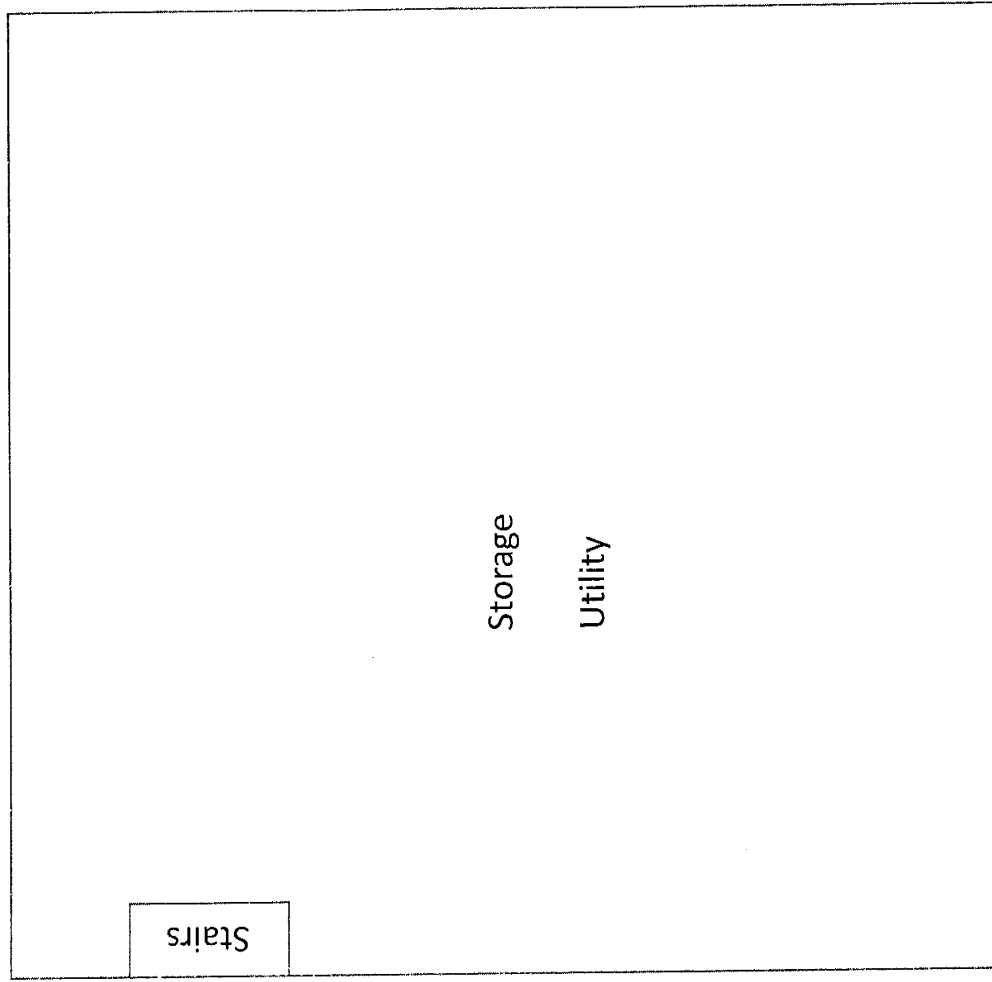
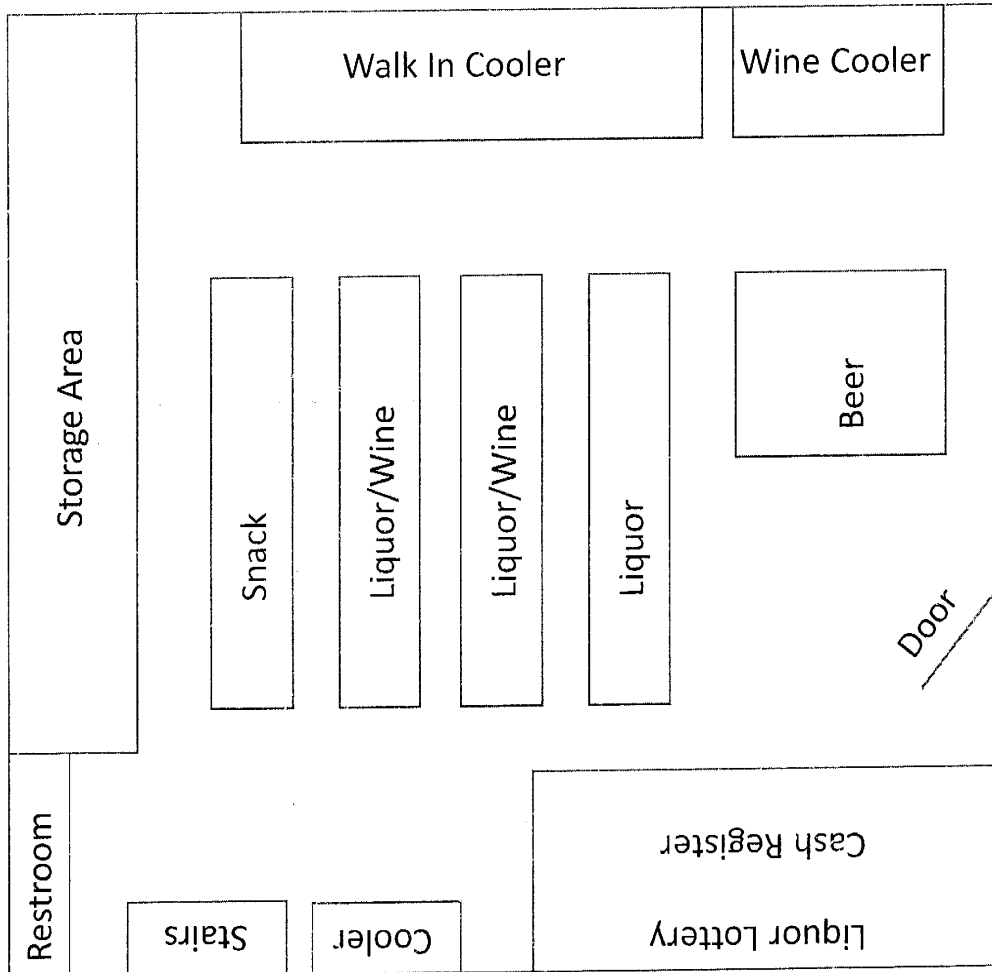
ADDENDA #2

UTILITIES

Gas and Electric meters must be change into your name by occupancy date
of _____

1) Electric Meter # _____ (copy enclosed)

*Eversorce Grid 1-800-322-3223



Main Floor Area = 2304 Sq. Ft

Basement Area = 1024 Sq. Ft

Outage Map

January 05th, 2026



nationalgrid

Outage Map- Overview




Link - [Andover Events](#)


Outage Map- Overview- Legend


Andover Events

- Tree Fell
- Animal
- Tree - Broken Limb
- Insulation failure - cable
- Unknown
- Device Failed
- Vehicle
- Deterioration
- Lightning
- Non-Company Activities
- Other

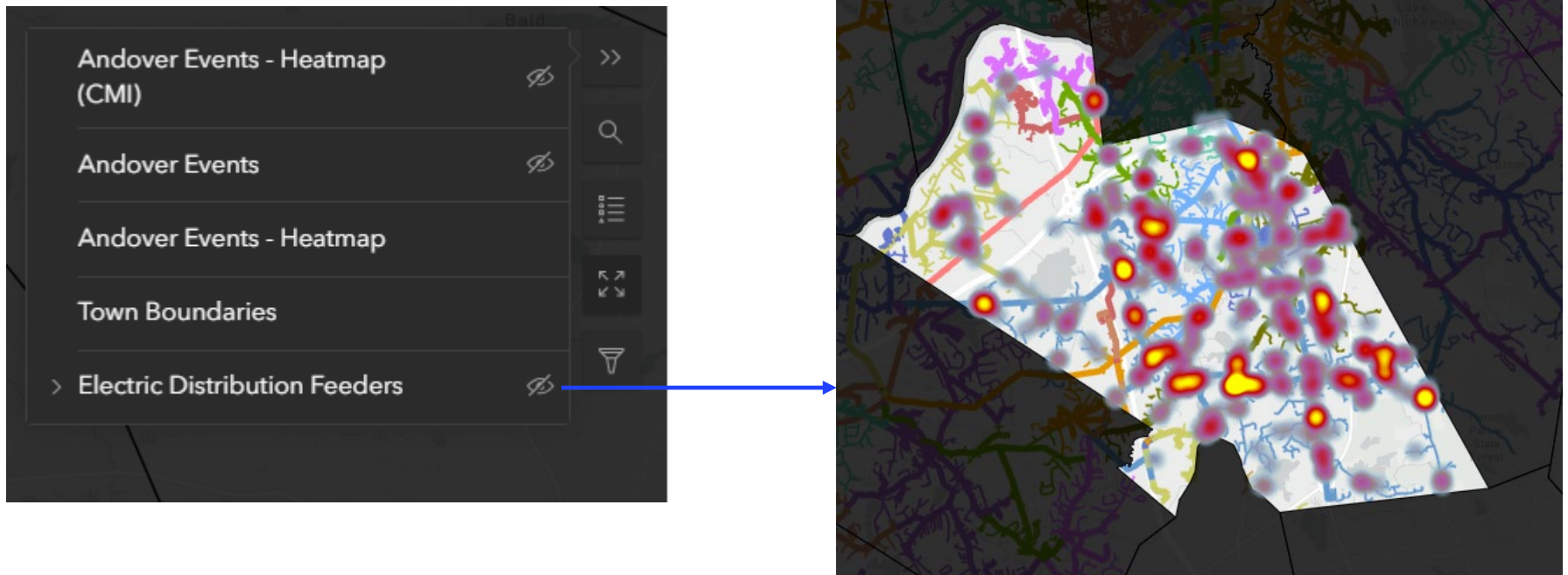


Andover Events - Heatmap

Low  High



Outage Map- Overview- Layers



When Electric Distribution Feeders layer is turned ON it shows the feeders in the area.
When Electric Andover Events layer is turned ON it shows the outage locations and outage details.

Outage Map- Overview- Outage Events

You can navigate through the events using these arrows

Displayed event number

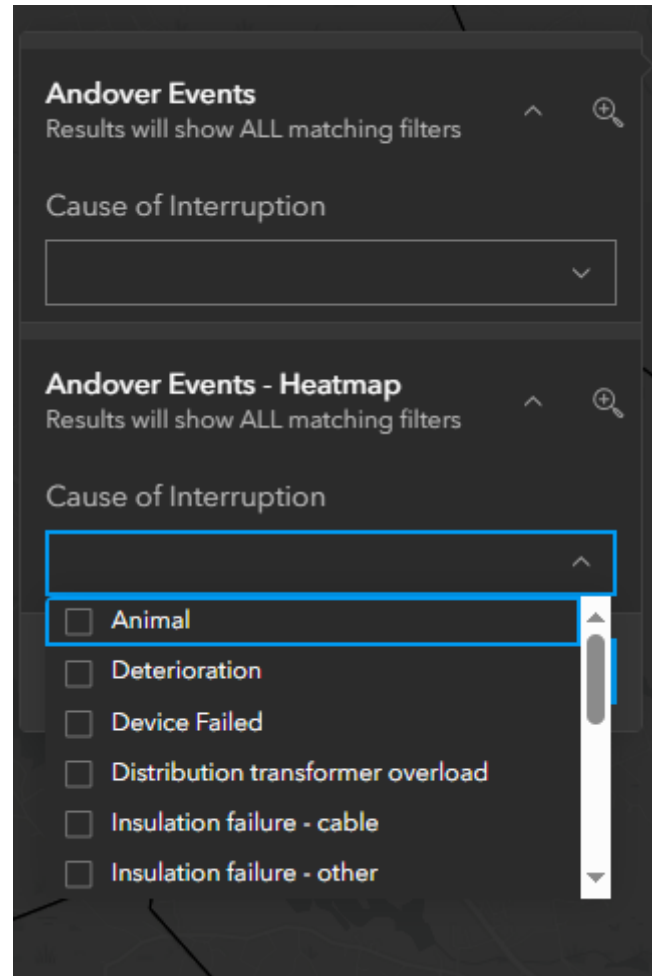
Total number of events at the location for the selected time scale.

The screenshot shows a dark-themed user interface for an outage event. At the top, there are left and right navigation arrows. To the right of these arrows, it displays '5 of 10' next to a list icon. Below this is the event ID '8653996' and a search icon. A 'Zoom to' section is visible. The main part of the panel is a table with the following data:

Event ID	8653996
Feeders	14-59L1
Time Off	5/28/23, 2:17 AM
Time On	5/28/23, 3:22 AM
Cause of Interruption	Animal
Duration Total (Min)	65.43

Details of the selected event

Outage Map- Overview- Filter



You can use filters to filter the events by their cause of interruptions

Recent Outages – Jan 2024 to Dec 2025

These hot spots are indicated by the device that operated due to the fault



Plans to Improve Reliability

- Targeted tree trimming:

Woburn St, Jenkins Rd , Rocky Hill Rd, Salem St

- Install animal guards on the devices

Lowell St, Chestnut St, Chester St

- Replace fuses with CMR (cutout mounted reclosers)

Woburn St, Rutgers Rd, Jenkins St, Rocky Hill Rd

- Replace bare conductors with covered wires

Jenkins St, Woburn St

- Sectionalize single phase taps using fuses.

Jenkins St, Woburn St

- FLISR schemes will be installed on most feeders in Andover, covering 89% of customers within the next two years.

national**grid**



TOWN OF ANDOVER

Planning Division
36 Bartlet Street
Andover, MA 01810
978-623-8620
www.andoverma.gov

December 24, 2025

Re: Re-sale of an affordable unit at 1 Powder Mill Square, Unit 102 and the Town's Right of First Refusal

Dear Select Board,

When an affordable unit becomes available for re-sale, in some circumstances, the Town of Andover has the Right of First Refusal. An affordable unit at Powder Mill Square will become available this month, at a calculated price (based on 80% of the greater Boston area median income) of \$284,900 as calculated by the Executive Officer of Housing and Livable Communities (EOHLC).

It has two bedrooms, one bathroom and is 939 square feet. It is recommended that we try to find an eligible buyer for the unit instead of exercising the Town's Right of First Refusal. There are two reasons for this:

- 1) there are not sufficient funds in the Housing Trust Fund account to purchase the unit, and
- 2) the Town has been successful working with Andover Community Trust (ACT) and EOHLC to find an eligible buyer.

Households with income less than 80% Boston MA-NH HUD Metro Area Median:

- 1 person \$92,650 - \$2 people \$105,550 - \$ 3 people \$119,100 - \$ 4 people \$132,300
- Maximum Household Liquid Asset Limit \$100,000.
- First time home buyer status.
- Down payment of at least 3%.
- Pre-approval of a fixed rate mortgage.

Recommended vote: The Select Board moves to *not* exercise its Right of First Refusal for an affordable unit located at 1 Powder Mill Square, unit 102.

As soon as the Select Board vote is taken, Andover Community Trust and the Planning Division may begin marketing to find a buyer for the unit.

Sincerely,

Lisa Schwarz, AICP
Assistant Planning Director

Reference: Select Cited Statutes & Bylaws

I. Massachusetts General Laws

G.L. c. 39 § 16: Appropriation, advisory or finance committees; appointment; tenure; powers and duties

Every town whose valuation for the purpose of apportioning the state tax exceeds one million dollars shall, and any other town may, by by-law provide for the election or the appointment and duties of appropriation, advisory or finance committees, who shall consider any or all municipal questions for the purpose of making reports or recommendations to the town; and such by-laws may provide that committees so appointed or elected may continue in office for terms not exceeding three years from the date of appointment or election.

In every town having a committee appointed under authority of this section, such committee, or the selectmen if authorized by a by-law of the town, and, in any town not having such a committee, the selectmen, shall submit a budget at the annual town meeting.

G.L. c. 40 § 56: Percentages of local tax levy for property

Every fifth year, the commissioner shall certify as to whether the board of assessors is assessing property at full and fair cash valuation. Once certified, a city or town may classify in the manner set out in this section for the year of certification and for the 4 years following said year of certification. The selectmen or town council of each town and the city council together with the mayor's approval in each city, which city or town has been certified by the commissioner of revenue to be assessing property at full and fair cash valuation, shall annually first determine the percentages of the local tax levy to be borne by each class of real property, as defined in section two A of chapter fifty-nine, and personal property for the next fiscal year; provided, however, that if the mayor vetoes the city council's percentages, in a city, the city council may override such veto with a vote equal to two-thirds of the members elected. In determining such percentages, the selectmen, town council or the city council, together with the mayor's approval, as the case may be, shall first adopt a residential factor; provided, however, that if the mayor vetoes the city council's factor, in a city, the city council may override such veto with a vote equal to two-thirds of the members elected. Said factor shall be an amount not less than the minimum residential factor determined by the commissioner of revenue in accordance with the provisions of section one A of chapter fifty-eight and shall be used by the board of assessors to determine the percentages of the local tax levy to be borne by each class of real and personal property. Prior to the adoption of such percentages, the selectmen, town council or the city council, as the case may be, shall conduct a public hearing on the question of their adoption. At such hearing, the board of assessors shall provide all information and data relevant to making such determination and the fiscal effect of the

available alternatives. The commissioner of revenue shall not approve the tax rate of a city or town under section twenty-three of chapter fifty-nine until the selectmen, town council or the city council, as the case may be, have held such a public hearing and until the city or town has adopted the percentages of the local tax levy to be borne by each class of real and personal property.

Class one percentage, the full and fair cash valuation of the class one property divided by the full and fair cash valuation of all real and personal property in said city or town multiplied by the residential factor.

Class two percentage, the full and fair cash valuation of the class two property divided by the full and fair cash valuation of all real and personal property in said city or town multiplied by not less than seventy-five per cent of the residential factor.

Class three percentage, the full and fair cash valuation of the class three property divided by the sum of full and fair cash valuation of class three and class four real property and personal property in such city or town multiplied by the difference between one hundred per cent and the sum of the class one and two percentages.

Class four percentage, the full and fair cash valuation of the class four property divided by the sum of the full and fair cash valuation of the class three and class four real property and personal property in such city or town multiplied by the difference between one hundred per cent and the sum of the class one and class two percentages.

Personal property percentage, the full and fair cash valuation of the personal property in a city or town divided by the sum of the full and fair cash valuation of the class three and class four real property and the personal property in a city or town multiplied by the difference between one hundred per cent and the sum of the class one and class two percentages.

As used in this section the full and fair cash valuation amounts shall be those amounts as determined by the commissioner of revenue and sent to each city and town pursuant to section one A of chapter fifty-eight.

The percentages, so determined, shall upon certification of the commissioner be transmitted to the board of assessors to be used in setting the tax rates pursuant to section twenty-three A of chapter fifty-nine.

Notwithstanding the first paragraph, the commissioner may, from time to time, issue a revised schedule for the year in which the commissioner shall certify whether the board of assessors is assessing property at full and fair cash valuation. After the schedule is issued, a city or town may classify in the manner set forth in this section for any year before the next year of certification established in the schedule for the city or town. In arranging the schedule, the commissioner shall, so far as is practicable and appropriate, consider at least the following goals: balancing the number of certification reviews conducted in each year of the 5-year period; facilitating and implementing joint or cooperative assessing agreements or districts; assisting the

boards of assessors to comply with minimum standards of assessment performance established under section 1 of chapter 58; and producing uniformity in the valuation, classification and assessment of property within each city or town and throughout the commonwealth.

G.L. c. 44 § 31: Liabilities in excess of appropriations forbidden; exceptions

No department financed by municipal revenue, or in whole or in part by taxation, of any city or town, except Boston, shall incur a liability in excess of the appropriation made for the use of such department, each item recommended by the mayor and voted by the council in cities, and each item voted by the town meeting in towns, being considered as a separate appropriation, except in cases of major disaster, including, but not limited to, flood, drought, fire, hurricane, earthquake, storm or other catastrophe, whether natural or otherwise, which poses an immediate threat to the health or safety of persons or property, and then only upon a declaration by the governor of a state of emergency with respect to the disaster or by a vote in a city of two-thirds of the members of the city council, and in a town by a majority vote of all the selectmen. Payments of liabilities incurred under authority of this section for such an emergency may be made, with the written approval of the director, from any available funds in the treasury, and the amounts of such liabilities incurred shall be reported by the auditor or accountant or other officer having similar duties, or by the treasurer if there be no such officer, to the assessors who shall include the amounts so reported in the aggregate appropriations assessed in the determination of the next subsequent annual tax rate, unless the city or town has appropriated amounts specified to be for such liabilities; provided, that, if proceedings are brought in accordance with provisions of section fifty-three of chapter forty, no payments shall be made and no amounts shall be certified to the assessors until the termination of such proceedings. If the declared emergency prevents the adoption of an annual budget by a town or district by the June 30 preceding the start of the fiscal year, the board of selectmen, town council or district commissioners shall notify the director and the director may approve expenditures, from any appropriate fund or account, of an amount sufficient for the operations of the town or district during the month of July not less than 1/12 of the total budget approved by the town or district in the most recent fiscal year pursuant to a plan approved by the board of selectmen, town council or district commissioners and such authority shall continue for each successive month while the emergency continues to prevent the adoption of a budget. The director may promulgate and revise rules or regulations regarding the approval of emergency expenditures described in this section and accounting with regard to such expenditures. Payments of judgments, which shall mean final awards or payments ordered or approved by a state or federal court or adjudicatory agency may, upon certification by the city solicitor or town counsel that no appeal can or will be taken and as required by municipal charter, ordinance or by-law, be made from any available funds in the treasury, and the payments so made shall be reported by the auditor or accountant or other officer having similar duties, or by the treasurer if there be no such officer, to the assessors, who shall include the amount so reported in the aggregate appropriations

assessed in the determination of the next subsequent annual tax rate, unless the city or town has made provision therefor by borrowing under section 7 or otherwise.

The provisions of this section, so far as apt, shall apply to districts, and the prudential committee, if any, otherwise the commissioners, shall act in place of the members of the city council or selectmen, and the district counsel in place of the city solicitor or town counsel.

G.L. c. 44 § 54: Investment of Trust Funds

(a) Trust funds, including cemetery perpetual care funds, unless otherwise provided or directed by the donor of the funds, shall be deposited in: a trust company, co-operative bank or savings bank, if the trust company or bank is organized or exists under the laws of the commonwealth or any other state or may transact business in the commonwealth and has its main office or a branch office in the commonwealth; a national bank, federal savings bank or federal savings and loan association, if the bank or association may transact business and has its main office or a branch office in the commonwealth; provided, however, that a state-chartered or federally-chartered bank shall be insured by the Federal Deposit Insurance Corporation or its successor or invested by cities and towns in participation units in a combined investment fund under section 38A of chapter 29 or in bonds or notes which are legal investments for savings banks. Cities and towns having such funds in the custody of the treasurer in an aggregate amount in excess of \$250,000 may also invest such funds in securities, other than mortgages or collateral loans, which are legal for the investment of funds of savings banks under the laws of the commonwealth; provided, that not more than 15 per cent of any such trust funds shall be invested in bank stocks and insurance company stocks, nor shall more than 1 1/2 per cent of such funds be invested in the stock of any 1 bank or insurance company.

(b)(1) A city, town or district that accepts this subsection in the manner provided in section 4 of chapter 4 may manage trust funds held in the custody of the treasurer of the city, town or district as a combined investment pool and may invest said funds in accordance with chapter 203C and not in accordance with subsection (a). If any provision of this subsection conflicts with the terms of a bequest, trust or other instrument that expresses the clear intent of the donor, then such funds may be managed and invested only in accordance with the terms of such bequest, trust or other instrument.

(2) Paragraph (1) shall only apply to trust funds and shall not apply to any other money held or controlled by a city, town or district or to any money held or controlled by any other municipal authority, commission or other such entity or fund which is authorized to invest its funds pursuant to this section.

(c) Municipal trust funds subject to this section invested in a chartered, insured financial institution shall only be deposited in accordance with subsection (a).

(d) This section shall not apply to the city of Boston.

G.L. c. 44 § 55: Public funds on deposit; limitations; investments

A city, town, or district or regional school district shall not at any one time have on deposit in a bank or trust company or banking company an amount exceeding sixty per cent of the capital and surplus of such bank or trust company or banking company, unless satisfactory security is given to it by such bank or trust company or banking company for such excess. The treasurer of any city, town, district or regional school district shall not deposit funds for which he is accountable in any bank, trust company or banking company with which such treasurer is associated as an officer or employee or has been associated as an officer or employee at any time during the three years immediately preceding the date of any such deposit. For the purpose of paying the principal or interest due on any bond, note or other obligation of the city of Boston, which is payable or requested to be paid in the city of New York, the city of Boston may keep on deposit in any national bank or trust company in the city of New York a sum not exceeding in the aggregate twenty-five thousand dollars; provided, that for a period of two weeks prior to the date of any such payment or payments, said amount may be increased by a sum or sums sufficient to cover the same. A treasurer of a city, town, district or regional school district may invest or deposit the portion of revenue cash as the treasurer shall deem not required to pay expenses until the cash is available, and all or any part of the proceeds from the issue of bonds or notes, prior to their application to the payment of liabilities incurred for the purposes for which the bonds or notes were authorized in: (1) term deposits or certificates of deposit having a maturity date from date of purchase of up to 3 years; (2) trust companies, national banks, savings banks, banking companies or cooperative banks; (3) obligations issued or unconditionally guaranteed by the United States government or any agency thereof, having a maturity from date of purchase of 1 year or less; (4) United States government securities or securities of United States government agencies purchased under an agreement with a trust company, national bank or banking company to repurchase at not less than the original purchase price of said securities on a fixed date, not to exceed 90 days; (5) shares of beneficial interest issued by money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940, as amended, operated in accordance with Section 270.2a-7 of Title 17 of the Code of Federal Regulations, that have received the highest possible rating from at least 1 nationally recognized statistical rating organization and the purchase price of shares of beneficial interest purchased pursuant to this section shall not include any commission that these companies may charge; or (6) participation units in a combined investment fund under section 38A of chapter 29; provided, however, that no temporary notes in anticipation of revenue shall be issued under section 4 as long as any revenue cash, exclusive of revenue sharing or other revenue cash the use of which is restricted to purposes other than current maintenance expenses, remains so invested.

II. Town Charter

§ 15 Estimate of Expenditures.

All boards, officers and committees, of the town shall annually, at the request of the town manager, submit to him in writing a detailed estimate of the appropriations required for the efficient and proper conduct of their respective departments and offices during the next fiscal year. On or before a date established by a Town By-Law, the town manager shall submit to each member of the finance committee and of the select board a copy of his annual budget, which shall contain a careful, detailed estimate of the probable expenditures of the town for the ensuing fiscal year, including a statement of the amounts required to meet the interest and maturing bonds and notes or other indebtedness of the town, and showing specifically the amount necessary to be provided for each office, department and activity, together with a statement of the expenditures for the same purposes in the two preceding years and an estimate of expenditures for the current year. He shall also submit a statement showing all revenues received by the town in the two preceding years, together with an estimate of the receipts of the current year and an estimate of the amount of income from all sources of revenue exclusive of taxes upon property in the ensuing year. He shall also report to said committee and to the select board the probable amount required to be levied and raised by taxation to defray all of the proposed expenditures and liabilities of the town, together with an estimate of the tax rate necessary therefor.

III. Town Bylaws

Article IV (Matters Involving Town Moneys)

§ 2 Town Manager

The Town Manager shall be the chief fiscal officer of the Town of Andover and as such shall have all the powers and duties conferred upon him by the Town Charter and the statutes of the Commonwealth of Massachusetts.

§ 15 Estimate of Expenditures.

The Town Manager, in accordance with Section 15 of the Town Charter (Chapter 571 of the Acts of 1956), as amended by the votes of Town Meeting acting on Article 1 of the Special Town Meeting of March 26, 1973, and Article 1, Question 1, of the Annual Town Meeting of March 1, 1974, shall submit his annual budget on or before the first Friday of February of each year.

Finance & Investment

I. General Financial Policy

A. Role of the Select Board

As the chief elected body of the Town, the Select Board holds a broad policymaking role and, through its statutory responsibilities and the annual goal setting process, provides direction to the Town Manager, who presents a recommended budget under the Town Charter to the Finance Committee and Select Board for each fiscal year per § 15 of the Town Charter and Art. IV §6 of the Town Bylaws.

The Select Board also determines tax rates, places debt exclusion, override, and override questions before voters, issues the warrant for Town Meeting, makes recommendations to Town Meeting, hires the Town Accountant, engages the Manager on the Capital Improvement Plan, and sign bonds for debt issuance consistent with Town Meeting authorizations. The Finance Committee however is the only body statutorily charged with the duty to make recommendations to Town Meeting on the budget and other discrete financial matters pursuant to G.L. c. 39 § 16.

B. Commitment to Long-Range Planning

In concert with the Finance Committee, School Committee, and Town Manager, the Select Board is committed to the cultivation and maintenance of a long-range financial plan which meets the Town and Schools' service needs while maintaining balanced budgets as required by G.L. c. 44 §31.

C. Select Board Finance Goals

In supplement to the Long-Range Plan, the Select Board, in conversation with the Town Manager during its annual goal setting meeting, rate setting process, the budget process, and capital planning process may set specific yearly or multi-year goals and objectives relating to specific Town finance matters.

II. Investment Policy

Andover investments are administered by the Town Treasurer in conformance with all applicable federal and state requirements. Accordingly, the Treasurer shall invest Town and trust funds in securities authorized by MGL c.44, §§ 54 and 55 and will make all decisions regarding their management in a manner that meets daily operating cash flow requirements and conforms to state statutes governing public general and trust funds, while adhering to generally accepted diversification, collateralization, and the prudent investment principles of safety, liquidity and yield.



Select Board Meeting

Monday, October 20, 2025 at 6:30 PM
Cormier Youth Center, Phillips Room
40 Whittier Court Andover, MA 01810

I. Call to Order – 6:30 P.M.

Chair Alex Vispoli called the meeting to order at the Cormier Youth Center, Phillips Room. Vice Chair Ellen Townson, Kevin Coffey, Melissa Danisch, and Laura Gregory (participating remotely) were present. Others in attendance included Town Manager Andrew Flanagan, Deputy Town Manager/Town Clerk Austin Simko, Deputy Town Manager Mike Lindstrom, and Town Counsel Doug Heim.

II. Opening Ceremonies

A moment of silence was observed, followed by the Pledge of Allegiance.

III. Recognition of Black Diamond Networks

The Board recognized Black Diamond Networks for exceptional community service, including support for local families and volunteer efforts with regional nonprofits. The proclamation, which was nominated by Alex Bromberg of the Kindness Collaborative, was read and presented. Mr. Bromberg shared remarks highlighting Black Diamond's longstanding commitment to Andover and the Merrimack Valley.

IV. Town Manager Report

Town Manager Andrew Flanagan reported that the Long-Range Financial Plan public forum will be held on Thursday, October 23, 2025 at 7:00 P.M. in the Select Board Meeting Room. Questions are being accepted in advance, and residents may attend in person or watch live. He noted the success of the Andover Fire Rescue Open House, which featured demonstrations of vehicle extraction and aerial operations and provided public education. He also reported that the third annual Diwali Celebration, hosted by Youth Services, Elder Services, and the DEI Commission, drew approximately 400 attendees. Mr. Flanagan announced that solicitations for interest in the Public Art Commission and the American 250th Celebration Committee will be issued, with Talent Bank forms available. He reminded residents that Downtown Trick-or-Treat will take place on Wednesday, October 29 from 4:30 to 5:30 P.M. along Main Street. He provided an update on the Ballardvale Historic District Commission, which held a public forum on October 15 to review the bylaw and design guidelines. Survey responses exceeded 220, and recommendations are anticipated for the 2026 Annual Town Meeting. He reported that a MEMA-facilitated emergency management exercise is planned for the second week of November, focusing on townwide communications and EOC operations. Veterans Day reflagging will take place at Spring Grove Cemetery on Sunday, November 2 at 11:00 A.M. and at Sacred Heart/United Lebanese Cemetery on Saturday, November 8 at 9:00 A.M., and volunteers are welcome. Staffing updates included the appointment of Natasha Waden as Director of Public & Environmental Health, retirements of Bob Douglas (Director of Conservation) and Detective Mark Higginbotham, and the appointment of Jackie Barley as Director of Planning for the City of Haverhill.

Mr. Flanagan then provided detailed updates on several major topics:

MBTA and Essex Street Corridor Project

Director of Planning Paul Materazzo explained that the Town is working closely with the MBTA on the Essex Street Corridor Project, which requires MBTA approval for work within the rail zone of influence. The Town has applied for and received an MBTA license, and the final safety plan (H-plan) is being prepared following engineering feedback received three weeks ago. The Town intends to bid the project this winter and begin construction in the spring, contingent on MBTA review. Board members expressed concern about delays and emphasized urgency following a recent rail incident. The Board discussed sending a formal letter to the MBTA to underscore safety priorities and timeline expectations. Staff confirmed that the MassWorks grant funding remains secured and that the Town is seeking supplemental funding to address potential cost increases caused by delays. The Board also discussed the possibility of temporarily closing Pearson Street to reduce risk at the intersection and test the future traffic configuration. Staff noted that this option is under review with Public Safety, DPW, and Engineering.

Old Town Yard Redevelopment

Austin Simko reported that the developer, MINCO, is progressing toward closing under the Land Disposition Agreement. Architectural drawings are complete, and procurement of a general contractor will proceed next, followed by financing. MBTA approval for a drainage easement is in progress, and MBTA has indicated it will not be the reason for any delay. Closing is anticipated in spring 2026, ahead of the June contractual deadline. Mr. Simko emphasized that the developer remains in compliance with all milestones and that the agreement was structured to minimize municipal risk.

Signalization at Essex Street Railroad Crossing

Mr. Flanagan stated that the Town has requested MBTA and Keolis review the sequencing of signals and gates at the Essex Street crossing following recent safety concerns. The Board agreed to include this request in its planned letter to the MBTA.

National Grid Electric Reliability

Mr. Flanagan reported that National Grid will attend the November 6 meeting to present data on outages, causes, and resiliency planning. The Board requested that National Grid provide its full response package in advance so members can review the data. Kevin Coffey noted that prior state-reported data showed Andover ranking second only to Worcester in outages from 2022 to 2024 and emphasized the need for a thorough analysis.

Youth Services Department Update

Director Chris Dempsey and Assistant Director Hayato Tsurumaki presented an overview of Youth Services programs and facility improvements. They highlighted the department's core values; respect, inclusion, leadership, and accountability—and described efforts to create a safe, welcoming environment for all youth. Membership has grown to over 250 middle school students, with approximately 100 daily visitors. Shuttle service from West Middle and Wood Hill continues, and participation among seventh and eighth graders is increasing. Facility upgrades include a new scoreboard and bleachers in the gym, a redesigned collaborative lobby space, and improvements to the GRIT fitness room, including HVAC and lighting upgrades and new equipment. The department also oversees girls' travel basketball, field hockey, and middle school cross-country and track programs. Enrichment offerings include speech and debate, golf,

and adaptive programming. The Outer Limits summer program served more than 400 participants and featured daily activities, trips to Pomp's Pond and the Greater Lawrence Boat Club, and weekly field trips. The department is developing a Leadership-in-Training program to create a pathway from volunteer to staff roles. Financial assistance was provided to 42 youth, and donation opportunities are available through MyRec. Board members praised the department's work and its impact on the community.

V. Communications/Announcements/Liaison Reports

Mike Lindstrom announced a public meeting on the Dale Street Recreation Area concept plan scheduled for Wednesday, October 22 at 6:00 P.M. in the Ballardvale Fire Station community room. Doug Heim noted his upcoming attendance at the Mass Municipal Lawyers Association annual conference. Select Board members reported on community events. Laura Gregory had no additional report. Melissa Danisch highlighted the successful Farmers' Market season and upcoming holiday events. Ellen Townson discussed the Scarecrow project, the upcoming flu clinic, and the adaptive sports day. Kevin Coffey raised concerns about lawn signs on public property and double utility poles. Alex Vispoli announced the ceremonial perambulation with Wilmington on Saturday at 9:00 A.M.

VI. Public Comment

Kathy Grant of 83 Morton Street raised concerns about hazardous materials transported by rail and local preparedness in the event of a derailment. She also asked for clarity on the Town Manager evaluation process.

VII. Regular Business

A. Run for the Troops

Bill Pennington reported that the Run for the Troops event has raised nearly \$1 million over 15 years and continues to have broad community participation. They described camaraderie programming and adaptive cycling support for veterans and appealed for volunteers and Town support. Black Diamond Networks was acknowledged as a sponsor. No action was taken.

B. Greater Lawrence Technical School

Assistant Superintendent Brenda Richardson requested approval to amend a previously authorized \$4,000,000 bond, initially intended for acquisition of the Elks Lodge property, to instead fund the design, construction, furnishing, and equipping of a two-story addition at 57 River Road to expand Health and Medical programs. Kevin Coffey moved to approve the request of the Greater Lawrence Technical School District to amend the purpose of the previously authorized Four Million Dollar (\$4,000,000) bond, initially approved for the acquisition of the Elks Lodge property located at 652 Andover Street, Lawrence, Massachusetts, so that said funds may instead be used for the design, construction, furnishing, and equipping of an addition to the District's existing facility located at 57 River Road, Andover, Massachusetts; said amendment to be consistent with the intent of the original authorization, which was to expand the District's medical and health-related educational programs, and further that this amendment shall not increase the total amount of borrowing previously approved. The motion was seconded by Melissa Danisch and, following a roll call, the motion passed 5-0 (Gregory — Yes; Danisch — Yes; Coffey — Yes; Townson — Yes; Vispoli — Yes). The motion was approved.

C. Review Components of Business Scorecard

Austin Simko along with Director of Planning Paul Materazzo and Director of Business, Arts & Culture Development Ann Ormond previewed categories to track Andover's business climate quarterly, including business certificates, lodging and meals tax receipts, permit fees, sign permits, personal property tax collections, downtown business tracking, commercial listings, and recommendations. Board members discussed adding vacancy rates, categorizing by industry, and connecting metrics to policy levers. No action was taken.

D. Local Initiative Petition Process

Austin Simko and Doug Heim summarized the Chapter 40B/LIP pathway and local roles, including Select Board conceptual endorsement, EOHLC project eligibility, and ZBA comprehensive permit review. The discussion included fair housing compliance and safe harbor implications. No action was taken.

E. Town Manager Evaluation Process Policy & Instrument

Chief People Officer Brittney Lavoie and Attorney Heim were available for questions from the Board. They discussed format, transparency, and HR/legal considerations. There was consensus on applying 60% weighting for goals and 40% for leadership competencies and using a rubric scale of 1–5 with 4 representing Meets Expectations. The midyear check-in was targeted for January. The decision on publishing the composite narrative and/or individual narratives was deferred. No action was taken.

F. Select Board Process for Reviewing Town Financial Policies

The Board formed a joint subcommittee with the Finance Committee to update Debt and Reserves policies. A motion was made by Melissa Danisch to appoint Laura Gregory and Kevin Coffey as the Select Board members on the subcommittee. The motion was seconded by Laura Gregory and, following a roll call, the motion passed 5–0 (Danisch—Yes; Townson—Yes; Coffey—Yes; Gregory—Yes; Vispoli—Yes). The motion was approved.

VIII. Consent Agenda

Appointments by the Town Manager included Rachael Mead as a member of the Council on Aging with a term expiring June 30, 2028. Melissa Danisch moved to approve the appointments by the Town Manager as listed in the consent agenda. The motion was seconded by Kevin Coffey and, following a roll call, the motion passed 5–0 (Gregory—Yes; Coffey—Yes; Danisch—Yes; Vispoli—Yes; Townson—Yes). The motion was approved.

The Board also considered a Chapter 268A §20(b) disclosure for Bridget Morris, Department of Public Works, Chemist. Melissa Danisch moved to acknowledge and approve Chapter 268A and 20(b) disclosure as listed in the consent agenda. The motion was seconded by Kevin Coffey and, following a roll call, the motion passed 5–0 (Gregory—Yes; Coffey—Yes; Danisch—Yes; Vispoli—Yes; Townson—Yes). The motion was approved.

IX. 2025 Select Board Meeting Schedule

The Board scheduled a meeting for Thursday, November 6, 2025 at 7:00 P.M. Melissa Danisch moved to approve the Select Board Meeting Schedule as printed on the agenda. The motion was seconded by Ellen Townson and, following a roll call, the motion passed 5–0 (Gregory—Yes; Coffey—Yes; Danisch—Yes; Vispoli—Yes; Townson—Yes). The motion was approved.

The Board also discussed adding another meeting to November. Kevin Coffey moved to schedule the Select Board meeting for November 12, 2025 at 5:30 P.M. The motion was seconded by Ellen Townson and, following a roll call, the motion passed 5–0 (Gregory—Yes; Coffey—Yes; Danisch—Yes; Vispoli—Yes; Townson—Yes). The motion was approved.

X. Adjournment

A motion to adjourn was made by Melissa Danisch and seconded by Ellen Townson and, following a roll call, the motion passed 5–0 (Gregory—Yes; Coffey—Yes; Danisch—Yes; Vispoli—Yes; Townson—Yes). The meeting adjourned at 10:03 PM.



Select Board Meeting Minutes

Thursday, November 6, 2025 at 6:30 PM

Town Offices, Select Board Room

36 Bartlet Street, Andover, MA 01810

I. Call to Order – 6:30 P.M.

Chair Alex Vispoli called the meeting to order in the Select Board Room. Vice Chair Ellen Townson, Melissa Danisch, Laura Gregory, and Kevin Coffey were present. Others in attendance included Deputy Town Manager Mike Lindstrom, Deputy Town Manager/Town Clerk Austin Simko, and Town Counsel Doug Heim.

II. Executive Session

Ellen Townson moved that the Board go into Executive Session pursuant to Purpose 3 to discuss strategy with respect to litigation filed by Fusion Learning, for the Chair to declare that an open session may have a detrimental effect on the Town's litigation position, and pursuant to Purpose 7 to approve and release or not release Executive Session minutes of September 22, 2025; and to return to open session. The motion was seconded by Laura Gregory and, following a roll call, the motion passed 5–0 (Gregory—Yes; Danisch—Yes; Coffey—Yes; Townson—Yes; Vispoli—Yes). The motion was approved. After returning from Executive Session, the Chair welcomed attendees back to open session.

III. Opening Ceremonies

A moment of silence was observed, followed by the Pledge of Allegiance.

IV. Town Manager Report

Mike Lindstrom provided an abbreviated Town Manager report. He announced the launch of a Food Resource Guide on the Town website to support residents experiencing food insecurity and noted donation bins for non-perishables at Town Offices and 5 Campanelli Drive, with regular deliveries to the Village Food Hub. He reported substantial completion of the park gazebo restoration funded through FY26 CIP and a state earmark, highlighted the Veterans Day ceremony on Ballardvale Green at 11:11 A.M. on Tuesday, November 11, and shared details for the Run for the Troops event scheduled for Sunday. He also recognized Andover Youth Services' partnership with Eagle Scout Jonah Ruizi to reconstruct the ADA-accessible Gaga Ball court behind the Cormier Youth Center.

Austin Simko thanked Conservation Director Mike Murray and the Conservation team for a well-attended library program on the forestry stewardship plan, noting positive community feedback on both the plan and Mr. Murray's presentation.

V. Communications/Announcements/Liaison Reports

Board members and staff shared updates. Townson had no additional report. Melissa Danisch recapped the public meeting in Ballardvale on the Dale Street design and recent community Halloween events. Kevin Coffey thanked Town staff and Director of Arts, Business & Cultural Development Ann Ormond for the Downtown Trick-or-Treat, noting significant turnout and suggesting a potential street closure next year for safety. Alex Vispoli referenced the recent Long-Range Financial Plan workshop.

VI. Public Comment

John Pasquale from Whittier Street commented on resident concerns about gas bills and suggested improved communication on the Town's energy aggregation program; asked for clearer timelines on the Old Town Yard redevelopment; urged proactive business retention; and recommended increased Select Board visibility with the public. He later described a recent crash he experienced at the Andover Street/Dascomb Road intersection, urging installation of full traffic signals to address safety issues. The Board acknowledged his comments.

VII. Regular Business

A. Andover Home for Aged People – Donation to Elderly & Disabled Tax Fund

Tom Urbelis and Tom Rando described the fund's support for income-eligible residents via abatements and requested acceptance of a donation. Melissa Danisch moved that the Board accept a donation in the amount of \$10,000 from the Andover Home for Aged People to the Andover Elderly & Disabled Tax Fund. The motion was seconded by Ellen Townson and passed 5-0.

B. MBTA Response – Letter on Essex Street Crossing & Project Approvals

The Board considered a letter to the MBTA regarding safety at the Essex Street railroad crossing and outstanding approvals related to the Essex Street Corridor and Old Town Yard projects. Members discussed incorporating an acknowledgment of a recent MassDOT/MBTA response received by the Town that affirmed current warning light and gate timing standards and inspection protocols, while reiterating the Town's request for continued focus on safety and timely collaboration. Laura Gregory moved that the Board sign and transmit the letter to the MBTA as presented, including the revisions discussed by the Board. The motion was seconded by Ellen Townson and passed 5-0; staff will finalize and circulate the letter for signatures.

C. [Local Initiative Program \(LIP\) Application – 1st Reading \(84-88 Andover Street\)](#)

Austin Simko and Doug Heim introduced the LIP application submitted by Hearthstone Realty Corporation/DREAM Collaborative; Managing Principal Greg Minott presented the "Trailside Andover" concept for a 40-unit condominium development and responded to Board questions. Discussion covered traffic and safety concerns, the need to update the traffic analysis using multi-family standards and correct the posted speed limit, and the expectation of peer review during the comprehensive permit process. Board members also discussed age-targeted versus age-restricted housing, water and sewer infiltration requirements, site drainage, and neighborhood fit. The applicant confirmed plans to present to the Andover Housing Trust on November 19. No action was taken; the Board requested updated traffic data and draft language addressing traffic-safety expectations before the next discussion.

VIII. Approval of Minutes

Melissa Danisch moved to approve the minutes from the August 20, 2025 Select Board meeting. The motion was seconded by Ellen Townson and passed 5-0. Then Ellen Townson moved to approve the minutes from the September 17, 2025, September 24, 2025, and October 6, 2025 Select Board Subcommittee meetings. The motion was seconded by Alex Vispoli and passed 2-0.

IX. Summary of Town Manager Staff Appointments

The Town Manager announced the following staff appointments: Jaylene Pagan as Office Assistant in the Assessor's Office, replacing Karen Smith, effective November 3, 2025, and Katy Dorandi as Customer Service Assistant in the Town Clerk's Office, replacing Stephanie Vaccaro, effective November 5, 2025.

X. Adjournment

A motion to adjourn was made by Laura Gregory and seconded Ellen Townson, and the motion passed 5-0. The meeting adjourned late at 8:27 PM.



Select Board Meeting Minutes

Wednesday, November 12, 2025 at 5:30 PM

Town Offices, Select Board Room

36 Bartlet Street, Andover, MA 01810

I. Call to Order – 5:30 P.M.

Chair Alex Vispoli called the meeting to order in the Select Board Room. Vice Chair Ellen Townson joined later in the meeting. Members present included Melissa Danisch, Laura Gregory, and Kevin Coffey. Others in attendance were Town Manager Andrew Flanagan, Deputy Town Manager Mike Lindstrom, Deputy Town Manager/Town Clerk Austin Simko, Deputy Town Manager of Administration & Finance Alex Magee, Town Counsel Doug Heim, and Deputy Town Manager of Administration & Finance Alex McGee.

II. Opening Ceremonies

A moment of silence was observed, followed by the Pledge of Allegiance.

III. Town Manager Report

Andrew Flanagan began by thanking Director of Veteran Services Mark Comeiro, the Patriotic Holiday Committee, DPW, Facilities, and public safety departments for their work on the Veterans Day ceremony, noting strong turnout despite cold weather. He announced that the FY2027–2031 Capital Improvement Program (CIP) will be released Friday, marking the official kickoff of the budget process. Electronic copies will be distributed, and hard copies will follow. Public hearings on the CIP will occur at the next Select Board meeting and on December 8, with a Tri-Board meeting scheduled for December 3.

Mr. Flanagan highlighted the upcoming MEMA-led tabletop emergency management exercise on November 13 at the Public Safety Center, focusing on communications and EOC operations. He emphasized the importance of these drills, citing lessons learned during the 2018 gas disaster.

Holiday Happenings will return on December 12 from 4:30 PM–7:30 PM. at the Municipal Complex and Cormier Youth Center. The Santa Parade will take place the Sunday after Thanksgiving, and downtown holiday lighting will include new features.

Food donation bins remain available at Town Offices and 5 Campanelli Drive, with multiple deliveries made to local organizations addressing food insecurity.

Mr. Flanagan reported on the November 5 public forum regarding Bald Hill/Wood Hill timber harvest outcomes and future plans for the reservation. The session was recorded by Andover TV for streaming.

Staffing updates included progress toward hiring a new Director of Public & Environmental Health and Director of Sustainability, with announcements expected soon. He also noted planning for the retirement of Conservation Director Bob Douglas and assured continued commitment to conservation.

Mike Lindstrom announced a public input meeting on November 20 at Memorial Hall Library for Phase Two design of Chandler Road Recreation Area. Phase One improvements, including the community garden and parking area, are nearing completion.

Alex McGee confirmed the CIP release and upcoming operating budget work.

Austin Simko reported that the Massachusetts Attorney General approved the Central Street Historic District bylaw. Posting and recording requirements are underway, after which the Historic District Commission will convene to draft design guidelines.

Town Counsel Doug Heim announced the Town's successful closing on 0 Essex Street, advancing the Essex Street Corridor project.

IV. Department Update – Memorial Hall Library

Library Director Esmé Green presented an overview of library operations and priorities. She highlighted FY2025 benchmarks: 3,300 open hours, 200,000 visitors, 618,000 items circulated, 57,000 reference questions answered, and 22,000 program attendees. Current initiatives include outreach programs, library card sign-up campaigns, and partnerships with Merrimack College and local housing communities.

Ms. Green discussed space planning needs, noting the last major renovation occurred nearly 40 years ago. She emphasized goals for quiet study areas, programming space, and integration with future downtown and Old Town Yard redevelopment.

Digital content demand continues to rise, with Andover leading its consortium in e-book circulation (nearly 90,000 items annually). Challenges include high e-book pricing and restrictive licensing terms. She also addressed statewide funding concerns and cultural pressures on library programming.

Board members praised the library's adaptability and community engagement.

V. Communications/Announcements/Liaison Reports

Board members shared updates. Melissa Danisch announced the Ballardvale tree lighting on December 7 at 5:00 P.M. and encouraged volunteers. Kevin Coffey raised questions about conservation staffing and reaffirmed the importance of open space management. Laura Gregory commended the Andover High School band for its performance at the Veterans Day ceremony.

VI. Public Comment

Kathleen Grant of Morton Street addressed concerns about long-term financial planning, citing potential sacrifices due to lack of operational overrides, such as air conditioning in schools and sidewalk improvements. She questioned discrepancies in projected healthcare costs and expressed concern about future coverage for GLP-1 medications under municipal health plans.

VII. Public Hearings

Fiscal Year 2026 Tax Classification – 1st Reading

Chief Assessor Tristan Hoare presented the FY2026 tax classification options. He reported an overall valuation increase of 4.3%, with residential up 4.2%, commercial up 2.4%, and industrial up 7.7%. The most uniform tax increase scenario would result in a 2.76% average increase, significantly lower than the 4.87% projected at Town Meeting. Mr. Hoare reviewed classification shifts, levy shares, and

exemption options, including residential, open space, and commercial exemptions. No votes were taken; the Board will decide at its next meeting.

VIII. Regular Business

A. National Grid – Reliability Presentation

Representatives from National Grid, including Shimat Kamal and Jay Dwyer, provided an overview of Andover's electric infrastructure, reliability metrics, and outage causes. Tree-related outages remain the primary issue, followed by equipment failures and animal contacts. The company outlined vegetation management efforts, smart grid technology deployments, and capital plans, including potential substation upgrades and circuit reconfiguration.

Board members and residents raised concerns about frequent outages in specific neighborhoods, including Acropolis Circle and Pine Street, and requested a heat map of outage locations with root causes and mitigation plans. National Grid committed to returning by year-end with detailed data and targeted reliability strategies.

B. Andover Means Tested Senior Tax Exemption

Tristan Hoare reviewed the program criteria and funding mechanism. Ellen Townson moved to establish the Andover Means Tested Senior Tax Exemption for FY2026 at 100% of the Massachusetts Income Tax Circuit Breaker credit earned on 2024 tax filings. The motion was seconded by Laura Gregory and passed unanimously, 5–0.

C. Long-Range Financial Plan Workshop #3

Town Manager Andrew Flanagan presented updated projections for FY2027 and beyond, including revenue assumptions, capital spending targets, debt service, pension and OPEB funding strategies, and health insurance cost pressures. He emphasized Andover's strong reserve position, compliance with financial policies, and comparative tax trends. The Board discussed benchmarking, debt metrics, and future policy reviews. No votes were taken.

IX. Approval of Minutes

Melissa Danisch moved to approve the minutes of the September 8, 2025 Select Board meeting as submitted. The motion was seconded by Ellen Townson and passed unanimously, 5–0.

X. Summary of Town Manager Staff Appointments

The Town Manager announced the following appointments: Suzy Narayanan as Office Assistant in the Treasurer/Collector's Office, replacing Clicia Garcia, effective November 3, 2025, at \$65,508.70 per year; and Nicholas Morasse as Water & Sewer Maintenance Specialist for Public Works, replacing Luis Resendes, effective November 5, 2025, at \$33.57 per hour.

The Board discussed adding an additional meeting to interview the Town Accountant candidate.

XI. Adjournment

Ellen Townson moved to adjourn. The motion was seconded by Laura Gregory and passed unanimously, 5–0. The meeting adjourned at 8:41 PM.



Select Board Meeting Minutes

Friday, November 21, 2025 at 4:00 PM

Town Offices, Select Board Room

36 Bartlet Street, Andover, MA 01810

Meetings are televised on Comcast Channel 22 and Verizon Channel 45

I. Call to Order – 4:00 P.M.

The meeting was called to order by Chair Alex Vispoli. A moment of silence was observed, followed by the Pledge of Allegiance.

Present were Alex Vispoli (Chair), Ellen Townson (Vice Chair), Laura Gregory, Kevin Coffey, and Melissa Danisch (Clerk). Town staff in attendance included Andrew Flanagan, Town Manager; Mike Lindstrom, Deputy Town Manager; Austin Simko, Deputy Town Manager/Town Clerk and Doug Heim, Town Counsel.

III. Regular Business

Town Accountant Appointment and Interview

Andrew Flanagan provided an overview of the recruitment process for the Town Accountant position. He explained that the process began in October with a structured evaluation plan developed by Chief People Officer Brittney Lavoie, including application review, two rounds of interviews, and an assessment exercise requiring candidates to analyze financial data, prepare a memo, and deliver a mock board presentation.

Andrew noted that five candidates were interviewed and that the process emphasized municipal finance experience, technical proficiency, and communication skills. He highlighted the contributions of the interview panel, which included members of the Select Board, finance leadership, and department heads.

Andrew introduced Andrea Dimitriadis, the recommended candidate, citing her three years as Assistant Finance Director for the Town of Wilmington, where she managed payroll, chart of accounts, reconciliations, compliance reporting, and Munis system conversions. He also noted her prior private-sector experience at JPMorgan Chase as Executive Director for Financial Reporting and Treasury Operations and at Transamerica Asset Management as Senior Manager in fund administration.

Andrea addressed the Board, expressing appreciation for the opportunity and summarizing her background. She described her career progression from State Street Bank to Transamerica, JPMorgan, and Wilmington, emphasizing her accounting expertise, leadership style, and commitment to public service. She noted her familiarity with Munis and her role in major system conversions.

Kevin Coffey asked about her analytical experience. Andrea explained that analytical review and trend analysis have been integral to her roles and discussed her ability to adapt processes and communicate effectively across departments.

Laura Gregory commented that Hayley Green has a master's in accounting and is a CPA and asked if there are any concerns about that. Andrew clarified that municipal finance experience and Massachusetts-specific knowledge were prioritized over a candidate being a CPA. He also mentioned her plans to sit for the Certified Government Accountant (CGA) exam in March, which he defined as the government's version of being a CPA.

Ellen Townson commended Andrea's interpersonal skills and leadership qualities observed during the interview process, noting her emphasis on "trust and verify" and collaborative problem-solving.

Alex Vispoli expressed confidence in Andrea's technical skills, communication ability, and fit with Andover's finance team.

Melissa Danisch thanked the committee for the work they did interviewing the candidates.

Motion: Kevin Coffey moved that the Select Board vote to appoint Andrea Dimitriadis to the position of Town Accountant and authorize the Town Manager to negotiate the terms of her employment. The motion was seconded by Laura Gregory and passed unanimously, 5-0.

Andrea thanked the Board and staff for their confidence and expressed enthusiasm for joining the team.

IV. Adjournment

Kevin Coffey moved to adjourn the meeting. The motion was seconded by Laura Gregory and passed unanimously, 5-0. The meeting adjourned at approximately 4:39 P.M.



Select Board Meeting Minutes

Wednesday, December 3, 2025 at 6:00 PM

Memorial Hall, Memorial Hall Library

2 North Main Street, Andover, MA 01810

Meetings are televised on Comcast Channel 22 and Verizon Channel 45

I. Call to Order - 6:00 P.M.

The Chair called the meeting to order at Memorial Hall Library.

Select Board members in attendance: Chair Alex Vispoli, Vice Chair Ellen Townson, Kevin Coffey, Melissa Danisch, and Laura Gregory.

Others in attendance: Town Manager Andrew Flanagan, Deputy Town Manager/Town Clerk Austin Simko, Deputy Town Manager Mike Lindstrom, Deputy Town Manager of Administration & Finance Alex Magee, and Town Counsel Doug Heim.

II. Executive Session

The Board voted to enter Executive Session pursuant to Purpose 2 to review and finalize the contract with non-union personnel (Town Accountant) and Purpose 7 to approve and not release Executive Session minutes of November 6, 2025.

The Chair declared that an open session would have a detrimental effect on the Town's negotiating position. Motion by Laura Gregory, seconded by Melissa Danisch. Roll Call Vote: Coffey – Yes; Danisch – Yes; Gregory – Yes; Townson – Yes; Vispoli – Yes. Result: Motion passed 5-0. The Board entered Executive Session and returned to public session thereafter.

III. Opening Ceremonies

A. Moment of Silence/Pledge of Allegiance

A moment of silence was observed, followed by the Pledge of Allegiance.

IV. Town Manager's Report

Andrew Flanagan expressed appreciation to the Facilities Department and DPW for preparing downtown for the holidays, noting the successful street lighting before Thanksgiving. He announced the Holiday Happenings Celebration on December 12 at 4:30 -7:30 P.M. at the Municipal Complex and congratulated Firefighters Dereck Silvestro and Stephen D'Urso for graduating from the Fire Academy's 50-day program.

V. Communications/Announcements/Liaison Reports

Mike Lindstrom reported on the "Park Property" Chandler Road Phase II design meeting held November 25 and noted that a public survey is available on the project webpage, with results to be shared at the next meeting on January 14.

Austin Simko updated on the Ballardvale Historic District Commission's bylaw review and anticipated warrant amendments for Town Meeting.

Doug Heim noted receipt of draft warrant article petitions and encouraged residents and boards to submit drafts for legal review. He also shared remarks on the Feast of Five event.

Alex Magee reported that budget preparation is underway following completion of Capital Planning.

Town Manager Flanagan announced the annual Menorah Lighting event – Dec. 15 at 6 PM at the gazebo.

Ellen Townson praised the Fire Fighter’s Annual Santa Parade turnout despite rain and commended the Memorial Hall Library’s book bicycle.

Laura Gregory appreciated Main Street’s festive appearance and announced the Library Holiday Book Sale – Dec. 6.

Melissa Danisch announced several upcoming holiday events: South Church Holiday Market – Dec. 6, benefiting the Ballardvale Food Pantry; Ballardvale Tree Lighting – Dec. 7 at 4:30 PM; Downtown Holiday Stroll – Dec. 11 at 5:30 PM;

Kevin Coffey raised concerns about estimated water bills due to transponder issues and requested clarification for residents.

Alex Vispoli wanted to also add that he loves the holiday lights put up by the Town and appreciates all the effort put in to making the Town look great. He also wanted to thank the team for the Chandler Road public forum.

VI. Public Comment

No public comment.

VII. Regular Business

A. Town Accountant Contract

The Select Board expressed enthusiasm for the new Town Accountant, Andrea Dimitriadis’ experience in both private sector and municipal finance. Motion by Ellen Townson to approve the contract as presented by the Town Manager, for Town Accountant Andrea Dimitriadis, seconded by Kevin Coffey. Vote: 5-0 in favor.

B. Determination of Useful Life

The Town Manager explained that the amount is \$300,000 and it is for snow fighter vehicle. Motion by Melissa Danisch that the Select Board adopt the vote determining the maximum useful life of Public Works vehicles (snow fighter) to be seven years, as detailed in the vote drafted by Bond Counsel and presented in written form, seconded by Laura Gregory. Vote: 5-0 in favor.

C. Debt Issuance

The Town Manager provided the Board with a brief update on long-term borrowing related to CIP, water/sewer debt, and West Elementary School. More information will be provided and the final vote will occur at the next Select Board meeting on Monday, December 8, 2025.

VIII. Approval of Minutes

Motion by Melissa Danisch to approve minutes from the October 6, 2025 Select Board meeting, seconded by Ellen Townson. Vote: 5-0 in favor.

IX. Consent Agenda

Motion by Laura Gregory to approve the appointments by the Town Manager’ as listed in the consent agenda, seconded by Ellen Townson. Vote: 5-0 in favor.

X. Adjournment

Motion by Laura Gregory to adjourn, seconded by Melissa Danisch. Vote: 5-0 in favor. The meeting adjourned at approximately 6:53 PM. The Board will reconvene at 7:00 PM for the Tri-Board meeting with the School Committee and Finance Committee.



Select Board Meeting Minutes

Monday, December 8, 2025 at 6:30 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 - 6:30 P.M.

Chairman Alex Vispoli called the meeting of December 8, 2025 to order at 6:30 PM in the Select Board Meeting Room at the Town Offices. Members in attendance: Vice Chair Ellen Townson, Clerk Melissa Danisch, Laura Gregory and Kevin Coffey.

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

II. Opening Ceremonies

A. Moment of Silence/Pledge of Allegiance

A moment of silence was observed, followed by the Pledge of Allegiance.

III. Town Manager's Report

Andrew Flanagan introduced Melissa Eusden as the new Director of Sustainability and Energy. Ms. Eusden answered questions and was welcomed by the Select Board. Mr. Flanagan announced that Holiday Happenings would take place on December 12 and that many town workers will be volunteering to staff the three-hour events. Hundreds of families are expected to attend. A Youth Leadership Academy would begin on January 28 and applications are open. He also shared that a successful ice rescue of a dog on a neighborhood pond took place by Andover Fire Rescue with assistance of Andover Police and Andover Animal Control.

IV. Communication/Announcements/Liaison Reports

Mike Lindstrom noted that a public meeting for the "Park Property" on Chandler Road Phase Two is scheduled for January 14, with the online survey closing on December 14.

Select Board Member Melissa Danisch reported on the upcoming downtown Holiday Stroll on December 11 and Wreaths Across America event at Spring Grove Cemetery on December 13 at noontime. The public is invited to attend and participate. Ms. Danisch and Select Board Member Ellen Townson celebrated yesterday's Ballardvale tree lighting event. Ms. Townson discussed the Commission on Disability's work on an emergency preparedness plan. Chair Vispoli celebrated the Wreaths Across America event at West Elementary School today and announced his idea to revive a Select Board Coffee in January.

V. Public Comment

There were no public comments.

VI. Public Hearings

A. Capital Improvement Program FY2027 – 2031 (2nd Reading)

Town Manager Andrew Flanagan presented the [Capital Improvement Program \(CIP\) for FY2027-2031](#), totaling \$50,758,394. This is the second reading before the Select Board. The Town Manager has also presented at the Tri-Board meeting and at the Finance Committee meeting. After discussion, Laura Gregory moved to approve and accept the Town Manager's recommended Capital Improvement Program for Fiscal Years 2027-2031, and Ellen Townson seconded. The motion passed unanimously, 5-0.

VII. Regular Business

A. Debt Issuance

The Town Manager, along with Treasurer /Tax Collector Mike Morse, presented information regarding the requested bond sale and net interest rate of bonds, as well as answered questions regarding the bonds and process. After discussion, Kevin Coffey moved that the Select Board approve the sale of the Town's \$38,565,000 General Obligation Municipal Purpose Loan of 2025 Bonds of the Town dated December 18, 2025, as further detailed in the vote drafted by bond counsel and presented in written form to all members of the Board. Melissa Danisch seconded. The motion passed 5-0.

B. Merrimack Valley Planning Commission

Lisa Schwarz of the Andover Planning Department, along with Ian Burns and Kayla Rennie of the MVPC presented the [Merrimack Valley Planning Commission's Andover Housing Production Plan](#) to the Select Board. It has already been presented to and approved by the Andover Planning Board. Following the presentation, and discussion and questions, Ellen Townson moved to adopt the Merrimack Valley Planning Commission's Andover Housing Production Plan as presented, and Kevin Coffey seconded. The motion passed 5-0.

C. Policy Handbook Update and Prioritization

Town Counsel Doug Heim [reviewed progress and proposed a timeline](#) for the Select Board to complete its policy revisions, including land use, alcohol licensing, and town manager evaluation policies. There was consensus amongst the Board to proceed with the schedule as presented.

VIII. Town Manager Appointments

Andrew Flanagan announced one Fire Rescue replacement and noted that committee appointments for the 250th Celebration Committee and the Public Arts Commission would be presented at the next meeting.

X. Adjournment

Melissa Danisch moved to adjourn, and Laura Gregory seconded. The motion passed 5-0. The meeting adjourned at approximately 8:15 PM.