

Board of Selectmen

36 BARTLET STREET
ANDOVER, MA 01810

WWW.ANDOVERMA.GOV

MEETING AGENDA

Monday, September 18, 2017

Regular Session 7:00 P.M.

SELECTMEN'S CONFERENCE ROOM, ANDOVER TOWN OFFICES, 3rd floor

REGULAR SESSION

- I. Call to Order– 7:00 P.M.
- II. Opening Ceremonies/ Moment of Silence/Pledge of Allegiance – 7:00 P.M.
- III. Communications/Announcements/Liaison Reports – 7:05 P.M.
- IV. Citizens Petitions and Presentations – 7:10 P.M.
- V. Regular Business of the Board – 7:15 P.M.
 - A. Wood Hill and High Plain Accessibility Project – (5 minutes)
Town Manager to give a project update to the Board of Selectmen.
 - B. 99 Restaurant – (5 minutes)
99 Restaurants of Boston, LLC. D/b/a 99 Restaurant & Pub at 464 Lowell Street is applying for a change in Officers/Directors relating to their All Alcohol Restaurant Alcoholic Beverage License.
 - C. Grant of Easement – (5 minutes)
Board of Selectmen to consider to sign a grant of easement located on Campanelli Drive for Mass Electric Company the right to install, own and operate and properly maintain the electric equipment requested to provide service.
 - D. Comcast Cable License Renewal – (10 minutes)
Board of Selectmen to receive and update regarding the negotiations with Comcast for a renewal for license.
 - E. Heffron Right of Way – (5 minutes)
Board of Selectmen to consider to vote to license Greater Lawrence Technical High School to cross Heffron Right of Way for the purpose of the sewer connection.
 - F. Dascomb Road Zoning Task Force – (5 minutes)
Board of Selectmen to review and approve revised charge for the Dascomb Road Zoning Task Force.

G. Board to review Board of Selectmen statement against hatred – (5 minutes)
Board to review and discuss the Board of Selectmen statement against hatred.

H. North Reading Water Agreement – (10 minutes)
Town Manager to give an update on the North Reading Water Agreement.

VI. RETIREMENT BOARD INTERVIEWS – 8:00 P.M.

A. Board of Selectmen to interview and vote to appoint a Retirement Board Candidate for a three year term on the Retirement Board. Interviews are as follows:
David Workman – 8:00 P.M., S. Jon Stumpf – 8:20 P.M. and Daniel Turco – 8:40 P.M.

VII. Approval of Minutes from Previous Board of Selectmen Meetings – 9:00 P.M.
August 10, 2017 (Regular Meeting) and August 18, 2017 (Regular Meeting)

VIII. Consent Agenda – 9:05 P.M.

A. **APPOINTMENTS – (Town Manager)**

That the following appointments by the Town Manager be approved:

DEPARTMENT/ COMMITTEE	NAME	POSITION	RATE/ TERM	DOH
Elder Services	Andrea Deyermond	Fitness Instructor	Flat amount	8/1/17
Elder Services	Margaret Holmes	Fitness Instructor	Flat amount	8/1/17
Elder Services	Sheila Wescott	Fitness Instructor	Flat amount	8/1/17
Police Dept.	Richard Crimmins v. G. Scott	Sergeant	\$80,262	9/10/17
Fire Rescue	John Gangi v. K. Murphy	Lieutenant	\$77,462	9/14/17
Elder Services	Denise Boucher	Fitness Instructor	Flat amount	8/1/17
Recreation Services	Judy Bogosian	Group Leader	\$16/hr.	9/1/17

IX. CONTINUED COMMITTEES/BOARDS APPOINTMENTS – 9:10 P.M.

B. **APPOINTMENTS – (Town Manager)**

SCHOLARSHIP COMMITTEE – 1 YEAR APPOINTMENT

Todd Hanna

GREEN ADVISORY – 3 YEAR APPOINTMENT

Zona Sharfman

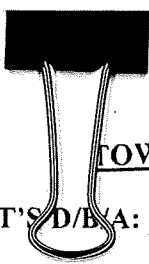
AUDIT COMMITTEE – 3 YEAR APPOINTMENT

Neil Senior

X. Adjournment – 9:15 P.M.

View documents associated with this agenda: www.andoverma.gov/selectmen

Meetings are televised on Comcast Channel 22 and Verizon Channel 45 or may be viewed online at www.andovertv.org If any member of the public wishing to attend this meeting seeks special accommodations in accordance with the Americans with Disabilities Act, please contact Wendy Adams at 978-623-8210 or wadams@andoverma.gov in the Town Manager's Office.



TOWN OF ANDOVER GENERAL LICENSE APPLICATION

TIME STAMP

APPLICANT'S D/B/A: 99 Restaurant & Pub

APPLICANT NAME: 99 Restaurants of Boston, LLC

APPLICANT'S ADDRESS: 464 Lowell Street, Andover, MA 01810

APPLICANT'S TEL. NUMBER: 978-475-8033

CONTACT PERSON: Tiffany Brinkley

TELEPHONE: 615-782-8867 E-MAIL tiffany.brinkley@abrholdings.com

MAILING ADDRESS: 3038 Sidco Drive, Nashville, TN 37204

TYPE OF LICENSE: LIQUOR LICENSE - Change of Officer / Director or New Officer / Director

LOCATION OF LICENSE ACTIVITY: 464 Lowell Street

APPLICATION/LICENSE FEE: \$125 FID/SS # 82-0573657

DATE OF ACTIVITY N/A TIME from N/A to N/A

I certify under 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: *T. Brinkley*

OFFICE USE ONLY OFFICE USE ONLY OFFICE USE ONLY OFFICE USE ONLY

Date of log entry 8-30-17 By: Dawne License Board Hearing Date: TBD

	<u>DATE SENT:</u>	<u>DATE APPROVED</u>
Prior Approval Required:		
Police Dept:	<u>8/31/17</u>	<u>9.1.17</u>
Fire Dept:	<u> </u>	<u>8-31-17</u>
Health Dept:	<u> </u>	<u>9.6.17</u>
Town House:	<u>+</u>	<u>—</u>
Treasurer:	<u> </u>	<u>8/31/17</u>
Town Mgr:	<u>↓</u>	<u>9.6.17</u>

Add'l conditions for license: _____

This license requires: (circle all that apply)

Selectmen Approval

Business Certificate

Letter of Clearance

99 Restaurants of Boston, LLC. d/b/a 99 Restaurant & Pub at 464Lowell Street is applying for a change in Officers / Directors relating to their All Alcohol Restaurant Alcoholic Beverage License.

Motion:

I move that the Board approve 99 Restaurants of Boston, LLC. d/b/a 99 Restaurant & Pub at 464Lowell Street’s application for a change in Officers / Directors relating to their All Alcohol Restaurant Alcoholic Beverage License.

Moved by _____

Seconded by _____

Voted _____ to _____



Shelley A. Watson
Real Estate Representative

August 16, 2017

Mr. Andrew Flanagan
Town Manager
Town of Andover
36 Bartlett St.
Andover, MA 01801

Dear Mr. Flanagan:

Please find, enclosed herewith, a Grant of Easement with attached National Grid sketch, "Exhibit A", for your review affecting property located on Campanelli Drive, in Andover, MA. This agreement grants Massachusetts Electric Company the right to install, own, operate and properly maintain the electric equipment requested to provide service.

Please sign the document before a Notary Public and return to my attention the envelope provided. Please be advised that the request for new electric equipment cannot be scheduled for construction until the executed Grant of Easement is returned to my attention.

Thank you for your assistance in this matter. If you have any questions regarding the easement document, please contact me at (781) 907-1756 or shelley.watson@nationalgrid.com. Please direct any questions regarding the design or scheduling to your Customer Fulfillment Representative, Michelle Bolduc, at 781-907-3485, Work Request No. 22642357.

Sincerely,

Shelley A. Watson
Real Estate Representative

Enc: Easement
Return Envelope

Shelley A. Watson, 40 Sylvan Road, Waltham, Ma 02451, 781-907-1756
shelley.watson@nationalgrid.com

GRANT OF EASEMENT

TOWN OF ANDOVER, a Massachusetts municipal corporation having an address of 36 Bartlett Street, Andover, Massachusetts 01801 (hereinafter referred to as the Grantor), for consideration of One (\$1.00) Dollar, grants to MASSACHUSETTS ELECTRIC COMPANY, a Massachusetts corporation with its usual place of business at 40 Sylvan Road, Waltham, Massachusetts 02451 (hereinafter referred to as the Grantee) with quitclaim covenants, the perpetual right and easement to install, construct, reconstruct, repair, replace, add to, maintain and operate for the transmission of high and low voltage electric current and for the transmission of intelligence, an "UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM" (hereinafter referred to as the "UNDERGROUND SYSTEM") located in Andover, Essex North County, Massachusetts, consisting of lines of buried wires and cables and lines of wires and cables installed in underground conduits, together with all equipment and appurtenances thereto for the transmission of intelligence and the furnishing of electric service to the herein described premises and to service others, and without limiting the generality of the foregoing, but specifically including the following equipment; namely: manholes, manhole openings, bollards, handholes, junction boxes, transformers, transformer vaults, padmounts, padmount transformers and all housings, connectors, switches, conduits, cables and wires all located within the easement area of the hereinafter described property.

Said "UNDERGROUND SYSTEM" is located in, through, under, over, across and upon a parcel of land situated on the easterly side of Campanelli Drive, being more particularly shown as Lot 3 on a Plan of Land recorded with the Essex North County Registry of Deeds as Plan No. 10256.

WR# 22642357

Address of Grantee:
Mass El. - 40 Sylvan Road, Waltham, Massachusetts 02451

After recording return to:
David J Aho
National Grid USA
Service Company, Inc.
40 Sylvan Road
Waltham, MA 02451

05 ANDOMA GEN

And further, said "UNDERGROUND SYSTEM" (locations of the electrical equipment and other facilities on the hereinbefore referred to premises of the Grantor) is approximately shown on a sketch entitled: WR# 22642357; ELECTRIC DISTRIBUTION CONSTRUCTION EASEMENT; nationalgrid; Owner(s): TOWN OF ANDOVER; Address: 5 CAMPANELLI DR, ANDOVER MA 01810; Date: 6-28-17; Drawn By: DJB; Sketch to Accompany Easement for: +/- (2) 300' 4" CONCRETE ENCASED CONDUITS WITH 3-PHASE ELECTRIC CABLE FROM SWITCH GEAR TO 1 PADMOUNTED TRANSFORMER TO PROVIDE ELECTRIC SERVICE," a reduced copy of said sketch is attached hereto as "Exhibit A", copies of which are in the possession of the Grantor and Grantee herein, but the final definitive locations of said "UNDERGROUND SYSTEM" shall become established by and upon the installation and erection thereof by the Grantee.

Also with the further perpetual right and easement from time to time to pass and repass over, across and upon said land of the Grantor as is reasonable and necessary in order to renew, replace, repair, remove, add to, maintain, operate, patrol and otherwise change said "UNDERGROUND SYSTEM" and each and every part thereof and to make such other excavation or excavations as may be reasonably necessary in the opinion and judgment of the Grantee, its successors and assigns, and to clear and keep cleared the portions and areas of the premises wherein the "UNDERGROUND SYSTEM" is located as shown on the sketch herein referred to, of such trees, shrubs, bushes, above ground and below ground structures, objects and surfaces, as may in the opinion and judgment of the Grantee interfere with the safe and efficient operation and maintenance of the "UNDERGROUND SYSTEM" and other related electrical equipment. However, said Grantee, its successors and assigns, will properly backfill said excavation or excavations and restore the surface of the land to as reasonably good condition as said surface was in immediately prior to the excavation or excavations thereof.

If said herein referred to locations as approximately shown on the sketch herein also referred to are unsuitable for the purposes of the Grantee, its successors and assigns, then said locations may be changed to areas mutually satisfactory to both the Grantor and the Grantee herein; and further, said newly agreed to locations shall be indicated and shown on the sketch above referred to by proper amendment or amendments thereto. The Grantor, for itself, its successors and assigns, covenant and agrees with the Grantee, for itself, its successors and assigns, that this Grant of Easement and the location of the Underground System may not be changed or modified without the written consent of the Grantee, its successors and assigns, which consent may be withheld by the Grantee in its sole discretion.

It is the intention of the Grantor to grant to the Grantee, its successors and assigns, all the rights and easements aforesaid and any and all additional and/or incidental rights needed to install, erect, maintain and operate within the Grantor's land an "UNDERGROUND SYSTEM" for the transmission of intelligence and for supplying electric service for the building, buildings or proposed buildings shown on the last herein referred to sketch or amended sketch and the right to service others from said "UNDERGROUND SYSTEM".

It is agreed that said "UNDERGROUND SYSTEM" and all necessary appurtenances thereto, shall remain the property of the Grantee, its successors and assigns, and that the Grantee, its successors and assigns, shall pay all taxes assessed thereon.

For Grantor's title, see deed dated June 20, 2016, recorded with the Essex North County Registry of Deeds in Book 14692, Page 310.

IN WITNESS WHEREOF, TOWN OF ANDOVER has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by _____, its and by _____, its _____, being thereto duly authorized this _____ day of _____, 2017.

TOWN OF ANDOVER

By:
Its:

By:
Its:

Commonwealth of Massachusetts

County of _____ } ss.

On this the _____ day of _____, 2017, before me, the undersigned
Day Month Year

Notary Public, personally appeared _____,
Name(s) of Signer(s)

proved to me through satisfactory evidence of identity, which was/were

Description of Evidence of Identity

to be the person(s) whose name(s) is/are signed on the preceding Grant of Easement, and
acknowledged to me that he/she/they signed it voluntarily for its stated purpose, as
_____ and as _____, respectively, for The Town of
Andover.

Signature of Notary Public

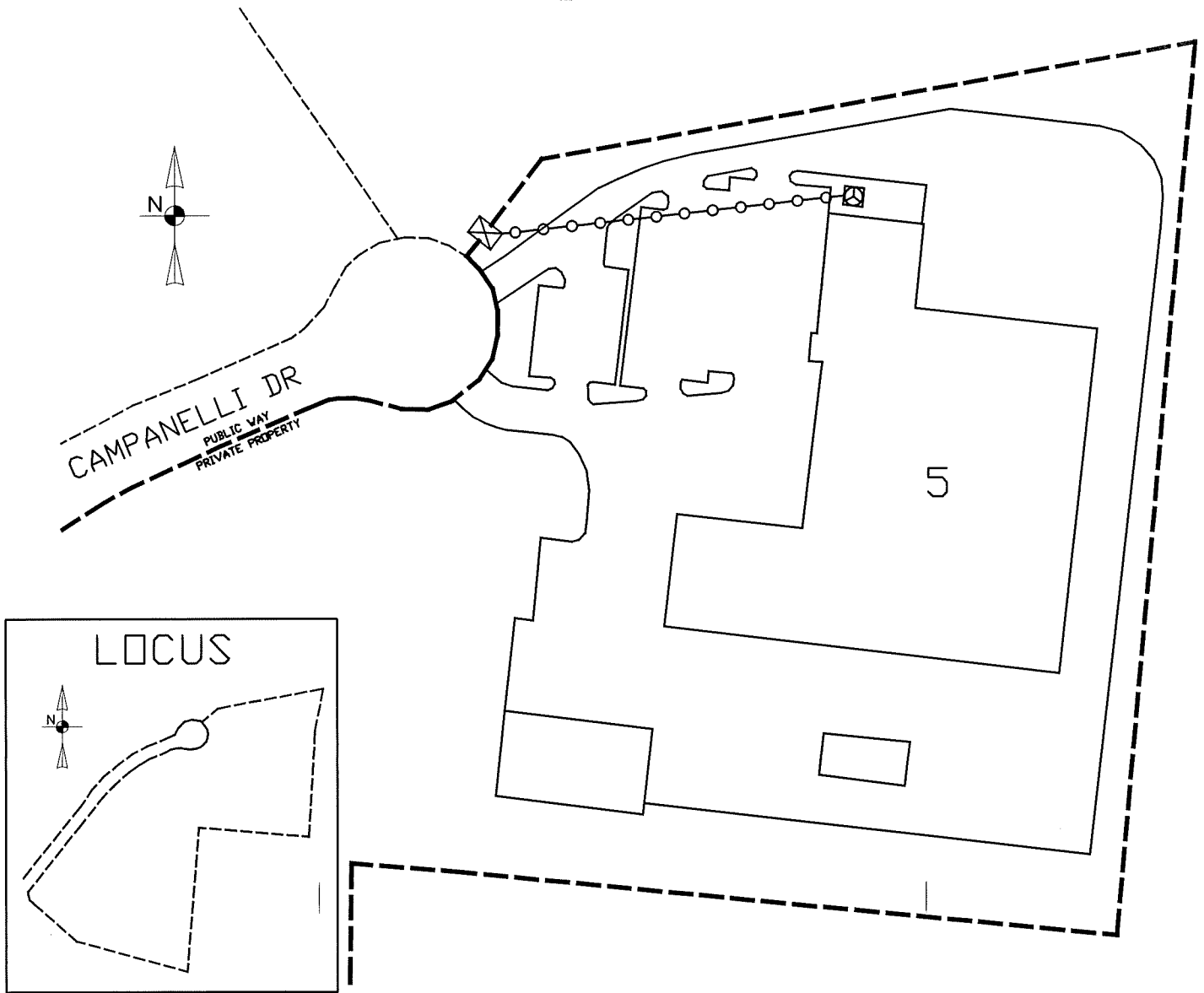
Printed Name of Notary

My Commission Expires _____

Place Notary Seal and/or Any Stamp Above

Exhibit A - Not to Scale



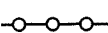


The exact location of said Facilities to be established by and upon the installation and erection of the Facilities thereof.



WR# 22642357

ELECTRIC DISTRIBUTION CONSTRUCTION EASEMENT

LEGEND

-  SWITCH GEAR
-  3-PHASE PADMOUNTED TRANSFORMER
-  (2) 4' CONCRETE ENCASED UNDERGROUND CONDUITS
-  LOT LINE
-  LOT LINE

nationalgrid

Owner(s):
TOWN OF ANDOVER

Address:
5 CAMPANELLI DR,
ANDOVER MA 01810

Sketch to Accompany Easement for:
+/- 300' (2) 4' CONCRETE ENCASED CONDUITS WITH 3-PHASE ELECTRIC CABLE FROM SWITCH GEAR TO 1 PADMOUNTED TRANSFORMER TO PROVIDE ELECTRIC SERVICE

Date: 6-28-17 Drawn By: DJB

DRAWING NOT TO SCALE. DISTANCES ARE APPROXIMATE.

LICENSE AGREEMENT

This License Agreement (this "Agreement") is made and entered into this ____ day of _____, 2017 (the "Effective Date") by and between the Town of Andover, having an address at 36 Bartlet Street, Andover, Massachusetts 01810 acting by its Board of Selectmen and Conservation Commission (the "Licensor") and the Greater Lawrence Technical School, having an address of 57 River Road, Andover, Massachusetts 01810 (the "Licensee"). The Licensor and Licensee are each referred to herein as a "Party" and collectively as the "Parties".

Recitals

A. Licensor is the owner of that certain real property known as Heffron Way and shown on **Exhibit A** attached hereto and incorporated herein by this reference ("Heffron Way").

B. Licensee is the owner of that certain real property located at River Road, Andover, Massachusetts and shown on **Exhibit B** attached hereto and incorporated herein by this reference ("GLTS").

C. Licensor wishes to grant Licensee and Licensee wishes to accept from Licensor, a non-exclusive, revocable license to use that portion of Heffron Way (as shown as "Proposed 20' Wide Sanitary Sewer Easement" on the plan entitled: "Plan of Land in Andover, MA, showing Sanitary Sewer Easement over the Land of the Town of Andover for the Benefit of The Greater Lawrence Regional Vocational School" Prepared By: Merrimack Engineering Services, 66 Park Street, Andover, MA 01810 and attached hereto and incorporated herein by this reference as **Exhibit C** (the "License Area Plan")(the "License Area").

D. Licensor was authorized to grant the License on the terms and conditions of this Agreement by a Vote by the Board of Selectmen of the Town of Andover held at _____, 2017.

E. This Agreement sets forth the right to use the License, subject to the terms and conditions hereinafter set forth.

Agreement

Now therefore, for and in consideration of Ten (\$10.00) Dollars, and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. **License.** Licensor hereby grants to Licensee and/or its agents, contractors, subcontractors, invitees and employees (the "Permitted Users") a revocable license to install, maintain and repair a sewer line for restrooms to be constructed for the athletic facility on the GLTS Property (the "Licensed Activities") in, on, and under the License Area for the sole and only purpose of the Licensed Activities. The sewer line shall be constructed below ground in accordance with plans submitted to and approved by the Licensor, acting by the Town Engineer.

The Licensor shall have the right to impose reasonable rules and regulations with respect to the use of the License and License Area. Licensee shall not commit or suffer waste or impairment of The License Area. Licensor makes no representation or warranties with respect to the condition and has no obligation to perform any work to the License Area. Licensor shall at all times retain the use of the License Area on Heffron Way.

2. **Purpose of License.** The purpose of the License is to permit the Licensee to install, maintain and repair a sewer line for restrooms to be constructed for the athletic facility on the GLTS Property. The License and License Area shall be used for no other use, purpose or activity.

3. **Term of License.** This Agreement and all of the rights, duties, obligations and remedies provided hereunder, shall commence on the Effective Date and shall terminate sixty (60) days from the date that the Licensor provides the Termination Notice (as defined below) to the Licensor (the "Termination Date") in accordance with the notice provisions contained herein (the "Terms"). The Licensor shall have the express right to terminate this Agreement for any or no reason in its sole and absolute discretion by providing written notice to the Licensee that it has elected to terminate this Agreement (the "Termination Notice"). Any rights, obligations and remedies of the parties that arose prior to the Termination Date shall expressly survive the termination of this Agreement.

4. **Construction of License Area.** The installation of the sewer line in the License Area shall be performed by the Licensee at the Licensee's sole cost and expense. The Licensee shall provide the Licensor with a detailed plan showing the scope of the improvements to the License Area for the Licensor's review and approval in its sole and absolute discretion. The improvements to the License Area by the Licensee shall be solely for the Licensed Activities.

The construction work for the License Area shall be expeditiously pursued and conducted in a good and workmanlike manner, in accordance with all laws and subject to the terms and conditions contained herein including but not limited to the insurance provisions below. All of the Licensee's construction activities shall be diligently pursued to completion. Prior to commencing any construction activities, the Licensee shall give the Licensor written notice of the work to be performed and a tentative schedule for performance of such work (the "Work Schedule"). If any material changes are made to the Work Schedule, the Licensee shall give the Licensor notice of the same. Within 30 days of the completion of the installation of the sewer line, the Licensee shall provide an as-built plan to the Licensor.

5. **Maintenance of License Area.** The Licensee shall provide all of the maintenance required for the sewer line in the License Area at its sole cost and expense in accordance with all laws. The sewer line shall remain a private sewer line maintained by the Licensee and the Licensor shall have no responsibility for maintenance or repair of the sewer line.

6. **Restoration of Disturbed Land.** In the event the Licensee disturbs or damages the land of the Licensor in the exercise of any rights or obligations hereunder, then the Licensee shall in a prompt and workmanlike manner, repair and restore such damage or disturbance to

substantially the same (or, if not feasible given the nature of the disturbance, as nearly as practicable to the) condition that existed prior to such damage or disturbance. Any grading which materially alters the flow of surface water or materially alters drainage shall be repaired and restored as nearly as practicable to the condition that existed prior to such grading.

7. **Insurance.** Licensee agrees that Licensee, its agents, contractors and subcontractors will maintain the following Commercial General Liability Insurance and other insurance policies and coverage insuring the Licensee and the Licensor against all claims and demands for personal injury and property damage with respect to the License Area and the Licensed Activities:

- (i) General liability insurance covering Licensee's and Licensor's property, completed operations and products liability, and contractual liability, all with a minimum combined single limit of \$1,000,000 each occurrence and general aggregate of \$3,000,000 for bodily injury and property damage, including personal injury;
- (ii) Comprehensive automobile liability insurance covering all owned, hired or otherwise non-owned vehicles with a minimum combined single limit of \$1,000,000 for bodily injury and property damage; and
- (iii) (i) Worker's Compensation as required by Commonwealth of Massachusetts law, and (ii) Employers' liability insurance with a minimum limit of \$1,000,000.

All such policies shall be obtained from responsible companies qualified to do business and in good standing in Massachusetts. Licensee agrees to furnish Licensor with certificates evidencing all such insurance prior to the Effective Date and evidencing renewal thereof at least thirty (30) days prior to the expiration of any such policy. Each such policy shall be non-cancelable with respect to the interest of Licensor without at least ten (10) days' prior written notice thereto. In the event provision for any such insurance is to be by a blanket insurance policy, the policy shall allocate a specific and sufficient amount of coverage.

Licensor shall be named as an additional insured on all liability policies obtained in connection with this License Agreement. Prior to entry into the Licensed Area, the Licensee shall provide Certificates of Insurance, acceptable to the Licensor, evidencing the required insurance coverage.

8. **No Interest in Land.** The parties covenant and agree that this License is not an interest in land, does not run with the land and is not assignable by the Licensee without the written consent of the Andover Board of Selectmen, and is revocable at will by the Licensor by Termination Notice as provided above.

9. **Remedies.** In the event of a breach or threatened breach of this Agreement or any of the terms, covenants, restrictions or conditions hereof, the Licensor shall be entitled to full and

adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach.

10. Compliance with Laws. Licensee agrees that in the performance of the work conducted under this Agreement that it shall comply with all state, federal and local rules, regulations, laws and ordinances and shall have the responsibility to secure all required licenses, permits and approvals for such work. Disposal of any waste materials generated by the Permitted Users shall be the responsibility of and at the sole cost and expense of the Licensee.

11. Governing Law. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

12. Severability; Waiver. In the event any provision of this Agreement is held to be invalid or void, it shall not affect the validity of the remaining provisions. No waiver of any breach of this Agreement shall be deemed to be a waiver of any other subsequent breach.

13. Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed an original, all of which together shall constitute one and the same instrument.

14. Notices. All notices, demands, statements and requests required or permitted to be given hereunder must be in writing and shall be deemed properly given when (i) personally delivered, or (ii) two (2) days after such notice has been mailed by certified U.S. Mail, return receipt requested and postage prepaid, or (iii) one (1) day after deposit with a reputable overnight courier service such as Federal Express or UPS to the appropriate address specified on Page 1.

15. Miscellaneous. This Agreement contains the entire agreement and understanding between the Parties hereto concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the Parties hereto relating to the subject matter of this Agreement that are not fully expressed herein. This Agreement may not be modified or altered except in writing duly authorized and signed by both Parties. Nothing herein shall constitute the relation between the Parties to be other than an independent one, it being their intent that this Agreement shall not constitute a partnership, joint venture, joint enterprise or agency relationship in any respect or to any extent. The contractors and subcontractors of the Licensee shall be subject to its full direction and control and nothing in this Agreement shall be construed, implied or inferred as creating any agency relationship between the Parties.

[The remainder of this page is intentionally left blank. Signature pages follow.]

In witness whereof, the Parties hereto have executed this Agreement as of the date first written above.

Licensee:

Greater Lawrence Technical School

By: _____

Name:

Title:

Licensor:

Board of Selectmen of the Town of Andover

Print Name:

Print Name:

Print Name:

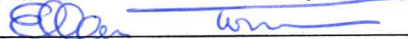
Print Name:

Print Name:


Conservation Commission of the Town of Andover




Print Name: THOMAS E. BRADY



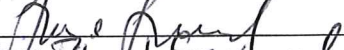
Print Name: Ellen Townson



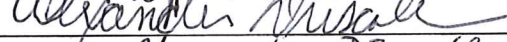
Print Name: KEVIN J. PORTER



Print Name: John Hanes



Print Name: Floyd Greenwood



Print Name: Alexandra DRISCOLL

Print Name:

Print Name:

EXHIBIT "A"

A certain parcel of land in said Andover, Shown on "Plan of Land as surveyed for Crowley, River Road, Andover, Mass., April, 1955, by Charles E. Cyr, C.E., Lawrence, Mass.", and shown thereon as a right of way running from River Road to land now or formerly of James H. Collins and Charles C. McKay, being Plan #3130.

For further description see "Order of Taking" and the last paragraph therein as described in Book 1010, Page 8, recorded in the North District Essex Registry of Deeds.

For reference see Deed recorded with the North Essex Registry of Deeds at Book 1828, Page 156.

EXHIBIT "B"

A certain parcel of land situated in Andover in said County of Essex, being the southwesterly portion of Parcel #2 as shown on plan of land entitled, "Subdivision of Land in Andover, Mass. Owned by Strazzula Bros. Co., Scale 1"=100', December 1966, Andover Engineers, Inc.," recorded with North Essex Deeds as Plan #5630, bounded:

- Northeasterly: by land this day conveyed to the Town of Andover, being the northeasterly portion of said Parcel #2, 1140 feet, more or less;
- Southeasterly: 422.62 feet by land, now or formerly, of Joseph S. Cyr et al and, now or formerly of Fred W. Doyle, as shown on said plan;
- Southwesterly: in two courses 547.04 feet and 540.20 feet by land, now or formerly, of Greater Lawrence Regional Vocational Technical High School, as shown on said plan; and
- Northwesterly: 455 feet by Parcel #1 as shown on said plan.

For reference see Deed recorded at North Essex Registry of Deeds at Book 1166, Page 331.



Andrew P. Flanagan
Town Manager

TOWN OF ANDOVER

Town Manager's Office
36 Bartlet Street
Andover, MA 01810
(978) 623-8215
www.andoverma.gov

September 5, 2017

To: Board of Selectmen

From: Andrew P. Flanagan, Town Manager

Re: Retirement Board Appointment Update

Following a discussion at our Board of Selectmen meeting on August 10, 2017, I advertised the vacant seat on the Retirement Board on August 14, 2017. The position was posted on our website, and sent out through a NewsFlash to our Andover News subscribers. The position was posted for a period of two weeks.

During that time period, four candidates have submitted interest for the position:

- ~~Mark Powers~~ no longer interested
- S. Jon Stumpf
- Daniel Turco
- David Workman

Enclosed are the candidates' resumes and/or Talent Bank forms for your review.

Please let me know if you have any questions.

Sincerely,

Andrew P. Flanagan
Town Manager

Volunteer

From: noreply@civicplus.com
Sent: Wednesday, August 09, 2017 9:49 PM
To: manager
Subject: Online Form Submittal: Andover Talent Bank Form

Andover Talent Bank Form

Andover Talent Bank

The Andover Talent Bank is a means of identifying residents who are interested in serving the community on a Town committee, board, commission or task force.

There are numerous committees, boards or commissions appointed with terms ranging from 1 to 5 years. Please check the committee, board or commission you are interested in. If you are interested in more than one, rank your interests accordingly. Please note if there are not any vacancies on the committee, board, or commissions you selected, your information will be retained and considered when a future vacancy occurs

(Section Break)

First Name	Stuart Jon
Last Name	stumpf
Address	11 stafford lane
Phone Number	9784074965
Email Address	sjonstumpf@gmail.com

(Section Break)

Committees Appointed by the Town Manager	<i>Field not completed.</i>
Committees Appointed by the Town Moderator	<i>Field not completed.</i>
Committees Appointed by the Board of Selectmen	Retirement Board: 1 Member Appointed by Board of Selectmen, 3-Year Term
If you selected multiple boards or commissions, please rank your interests from most interested to least interested.	11 stafford lane

Meeting Availability	Two Meetings Per Month
Time Limitations	<i>Field not completed.</i>
Interest/Education	12 year member of the Finance Committee, 6 years as the Chair CPA BSBA Accounting/Finance
Employer/Position	CFO Boston Senior Home Care, Inc.
Skills/Expertise	Experience in Town finances Experience is finances of private and non-for profit, and investment assets
File Upload	<i>Field not completed.</i>

Email not displaying correctly? [View it in your browser.](#)

Wendy Adams

From: noreply@civicplus.com
Sent: Wednesday, August 23, 2017 7:21 PM
To: manager
Subject: Online Form Submittal: Andover Talent Bank Form

Andover Talent Bank Form

Andover Talent Bank
The Andover Talent Bank is a means of identifying residents who are interested in serving the community on a Town committee, board, commission or task force.

There are numerous committees, boards or commissions appointed with terms ranging from 1 to 5 years. Please check the committee, board or commission you are interested in. If you are interested in more than one, rank your interests accordingly. Please note if there are not any vacancies on the committee, board, or commissions you selected, your information will be retained and considered when a future vacancy occurs

(Section Break)

First Name Daniel
Last Name Turco
Address 4 Mitton Cir Andover
Phone Number 978 470 4860
Email Address dj424@aol.com

(Section Break)

Committees Appointed by the Town Manager *Field not completed.*

Committees Appointed
by the Town Moderator

Field not completed.

Committees Appointed
by the Board of
Selectmen

Retirement Board: 1 Member Appointed by Board of
Selectmen, 3-Year Term

If you selected multiple
boards or commissions,
please rank your interests
from most interested to
least interested.

Retirement Board Vacancy

(Section Ready)

Meeting Availability

Three Meetings Per Month

Time Limitations

None

Interest/Education

DANIEL J. TURCO 4 Milton Circle Andover, MA 01810 • 978-470-4860 SUMMARY OF QUALIFICATIONS Massachusetts Retiree Executive Board 2012-Present Executive Board Member & Commissioner to the Pension Classification Commission Boston, Massachusetts Serves retired Massachusetts public employees. The association fights for all the needs of its members, from public pensions and health insurance, to federal issues such as Social Security. Commonwealth of Massachusetts-Department of State Police 1992-2008 State Trooper Boston, Massachusetts Responsible for Security and Safety of the Registry of Motor Vehicle Headquarters and the Registrar's Office. Vice President of the State Police Union 2006-2008 Representing 2300 plus members interacting with management, elected officials at the local, state and federal levels, and other law enforcement agencies. Western New England College Springfield, Massachusetts 1995-2009 Adjunct Professor of Graduate and

Undergraduate Studies Union Representative of Special Operations 1995-2006 Responsible for all representations of Tactical Operations Personnel. Commonwealth of Massachusetts -Executive Office of Transportation 1984-1992 Registry of Motor Vehicles Boston, Massachusetts Police Inspector/Road Testing Examiner Concord River Properties , 1972-1984 General Manager/Owner Billerica, Massachusetts Oversaw a conglomerate of 53 retail businesses encompassing over 250 employees. Responsible for all personnel matters including staff training, budget allocation, payroll, and background checks of new hire as well as created an in house Security/Quality Control Unit. Turco Auto Routing Computer, 1979 Developer Billerica, Massachusetts Invented, created, and received a United States Patent #4301506 for the Turco Auto Routing Computer. United States Army, 728th Military Police, Korea 1970-1971 EDUCATION 1995-Western New England College, Springfield, Massachusetts MS Criminal Justice Administration 1994-Western New England College, Springfield, Massachusetts BS Criminal Justice References: Registrar of Motor Vehicles Richard Lyons - (Retired) (781) 405-4174 Colonel John Difava - (Retired) Superintendent MA State Police - (617) 438-1581 Colonel Reed Hillman - (Retired) Superintendent MA State Police - (508) 450-3027

Employer/Position	Retired
Skills/Expertise	common since also see resume under Interest/Education
File Upload	<i>Field not completed.</i>

Email not displaying correctly? [View it in your browser.](#)

DANIEL J. TURCO

4 Mitton Circle Andover, MA 01810 • 978-470-4860

OBJECTIVE

SUMMARY OF QUALIFICATIONS

Massachusetts Retiree Executive Board 2012-Present
Executive Board Member & Commissioner to the Pension Classification Commission
Serves retired Massachusetts public employees. The association fights for all the needs of its members, from public pensions and health insurance, to federal issues such as Social Security.

Commonwealth of Massachusetts-Department of State Police 1992-2008
State Trooper
Responsible for Security and Safety of the Registry of Motor Vehicle Headquarters and the Registrar's Office.

Vice President of the State Police Union 2006-2008
Representing 2300 plus members interacting with management, elected officials at the local, state and federal levels, and other law enforcement agencies.

Western New England College Springfield, Massachusetts 1995-2009
Adjunct Professor of Graduate and Undergraduate Studies

Union Representative of Special Operations 1995-2006
Responsible for all representations of Tactical Operations Personnel.

Commonwealth of Massachusetts -Executive Office of Transportation 1984-1992
Registry of Motor Vehicles
Police Inspector/Road Testing Examiner

Capricorn Enterprises, 1972-1984
General Manager/Owner
Oversaw a conglomerate of 53 retail businesses encompassing over 250 employees. Responsible for all personnel matters including staff training, budget allocation, payroll, and background checks of new hire as well as created an in house Security/Quality Control Unit.

Turco Auto Routing Computer, 1979
Developer
Invented, created, and received a United States Patent #4301506 for the Turco Auto Routing Computer.

United States Army, 728th Military Police, Korea 1970-1971

EDUCATION

1995-Western New England College, Springfield, Massachusetts
MS Criminal Justice Administration
1994-Western New England College, Springfield, Massachusetts
BS Criminal Justice

References:

Registrar of Motor Vehicles Richard Lyons - (Retired) (781) 405-4174
Colonel John Difava - (Retired) Superintendent MA State Police - (617) 438-1581 3.
Colonel Reed Hillman - (Retired) Superintendent MA State Police - (508) 450-3027

CURRICULUM VITAE

PERSONAL INFORMATION

Name: David E. Workman Jr.
Address: 10 Azalea Drive
Andover, MA 01810 USA
Telephone: +1 (617) 899-6216
E-Mail: dworkman@dkworkman.com
Birthdate: 28 April 1967
Marital Status: Married



EXECUTIVE SUMMARY

Senior executive with 20+ years experience as a leader of world-class, global manufacturing groups, specializing in operational process improvement, mergers and acquisitions, information technology, accounting, administration, financing, and cash-flow management, providing discernible value to shareholders. A pacesetter who acts to minimize the potential for losses through the use of hands-on experience and financial analysis to evaluate and eliminate operational, structural, and legal risks that can plague new or mature organizations. Proven success working with international teams that collaborate as a focused unit to achieve business goals. Successful incubator able to manage new companies and products to desired operational and financial goals. Fluent in English, limited working proficiency in Spanish, and elementary proficiency in German.

EXECUTIVE EXPERTISE

- International Taxation, Finance, and Business Formation/Reorganization
- Strategic Pricing, Planning & Execution · Business Incubation & Startups · Process Engineering and Optimization
- Information Technology · Human Resource Management · Facilities Acquisition and Management · Environmental Compliance

SELECTED ACHIEVEMENTS

- Worked as primary liaison between 2 individuals who desired to split their partnership of 15 years. Mediated discussions by offering proposals for division of assets and liabilities. Communicated difficult personal opinions to both parties to move each from firm positions in order to keep process moving. Coordinated all financial, legal, and banking resources to achieve the desired conclusion.

Audited defined benefit pension plans of certain clients as part of Certified Public Accountant duties. Familiar with actuarial reporting and assumptions and pension plan funding issues for private companies.

· Accounted for a \$25 million dollar investment fund at the National Bureau of Economic Research. Prepared investment analysis reporting for oversight board. Communicated with investment managers regarding fund objectives,

PROFESSIONAL EXPERIENCE

FABER INDUSTRIES, LLC

CHIEF EXECUTIVE OFFICER, SALEM, NH USA (2011 – TODAY)

CHIEF FINANCIAL OFFICER, SALEM, NH USA (1994 - 2011)

International polyurethane seal manufacturer

Manage worldwide operations of seal manufacturing company. Develop cost estimates and pricing. Negotiate sales contracts. Coordinate response of Mexican subsidiary responsible for manufacturing and quality. Responsible for all aspects of finance, administration, taxation, information technology, and human resources. Reorganized corporate structure to achieve desired long-term goals of shareholders.

REUTTER LLC

CHIEF EXECUTIVE OFFICER, SALEM, NH USA (2010 - 2017)

North American, tier 1 automotive manufacturer of closures, caps, and filling systems

Manage all North American operations of U.S./German joint venture company. Primary sales and commercial contact for North American automotive suppliers, including GM, Ford, and Chrysler. Estimation and negotiation of long-term sales contracts. Management of Mexican subsidiary responsible for manufacturing and quality. Responsible for all aspects of finance, administration, information technology, and human resources. Leader of ERP implementation as a part of overall process control and supply chain management. Familiarity with TS16949/ISO/Ford Q1 quality systems. Negotiated original joint venture agreements with foreign partners.

OSSOBUCO, INC./LENZE NORTH AMERICA LLC

VICE PRESIDENT, FINANCE, SALEM, NH USA (1994 - TODAY)

Commercial real-estate holding and management company with commercial industrial properties located in the U.S.

Manage all day-to-day operations of multi-property real estate holding company, including tenant communication, maintenance, and fixed asset acquisition and disposition. Communicate and coordinate marketing efforts with local real-estate professionals. Negotiate lease rates and terms. Manage all aspects of bank/shareholder financing. Prepare financial analysis, forecasts, and financial statements.

ONVIO, LLC

VICE PRESIDENT, FINANCE, SALEM, NH USA (2005 - 2011)

U.S. manufacturer of high precision planetary gearboxes, cycloidal reducers, and timing belt pulleys.

Directed all finance, administration, and information technology resources of a multinational high-tech manufacturer. Led implementation of global enterprise resource planning solution to streamline manufacturing operations. Manage bank relationships, negotiate financing terms. Responsible for all accounting, budgeting, reporting, information technology, and human resources.

MOVERAS, LLC

VICE PRESIDENT, FINANCE, SALEM, NH USA (2006 - 2011)

U.S. re-manufacturer of automotive transmissions

Directed all finance, administration, and information technology resources of a start-up manufacturer. Continually re-engineered processes during rapid growth period where company went from a single customer and <1MM in sales to a major automotive supplier with sales in excess of 10MM. Led implementation of global enterprise resource planning solution to respond to automotive aftermarket requirements, including EDI implementation. Manage bank relationships, negotiate financing terms. Responsible for all accounting, budgeting, cash management, reporting, information technology, and human resources.

MECTROL CORPORATION

CHIEF FINANCIAL OFFICER, SALEM, NH USA (1994 - 2004)

Worldwide manufacturer of polyurethane timing belts, high precision planetary gearboxes, and cycloidal reducers.

Worked as a part of an executive management team to achieve high sales and profitability growth at a multinational manufacturing and sales organization. Directed all finance, administration, information technology, and environmental resources of the worldwide organization. Led implementation of global enterprise resource planning solution to streamline manufacturing operations and administration. Manage bank relationships, negotiate financing terms. Responsible for all accounting, budgeting, cash management, reporting, information technology, and human resources. Managed due diligence effort to achieve positive exit for shareholders.

STAFFORD, LUCEY & ASSOCIATES

STAFF ACCOUNTANT/CPA, CHELMSFORD, MA USA (1989 - 2004)

Public Accounting Firm

NATIONAL BUREAU OF ECONOMIC RESEARCH
ACCOUNTANT/HUMAN RESOURCES CAMBRIDGE, MA USA (1986 - 1989)
NBER is the nation's leading nonprofit economic research organization

PROFESSIONAL CERTIFICATIONS AND AFFILIATIONS

- Non-Practicing Certified Public Accountant, Massachusetts USA, License Number CA17753
- Member, American Institute of Certified Public Accountants

EDUCATION

- Bachelor of Science Degree in Accountancy, Bentley University of Waltham, MA USA

VOLUNTEER WORK

- Recently elected President of the Reading-Wakefield Y Service Club, a Member Club of Y's Men International, an organization independent from the YMCA that raises money for and provides services to the (former) Wakefield YMCA, and currently the Burbank YMCA, serving Wakefield, Reading, Stoneham, Wilmington, and North Reading. Member of this organization for 10 years, volunteer for over 30 years.

Update on Comcast Cable License Renewal

September 18, 2017

Background and Process

- Ascertainment hearing on August 17, 2015, to determine community cable needs and interest
- Town started negotiations with Verizon during the summer of 2015
- Comcast submitted draft license renewal document to be effective October 15, 2017
- The existing Comcast cable license agreement expires on October 14, 2017
- Board of Selectmen to hold public hearing prior to possible vote on Comcast license renewal

Renewal License Terms

	Proposed Renewal 2017 - 2027	Initial License 2007 - 2017
Duration	10 years	10 years
Financial Terms	5% of gross for PEG access and Town cable related use, plus \$0.28 per subscriber/month PEG capital	5% of gross for PEG access and Town cable related use
Community Access Television Channels	3 public, educational and governmental channels	3 public, educational and governmental channels
Free cable access municipal buildings	21 locations	21 locations
Number of subscribers	5,775 subscribers (in 2016)	__ subscribers (in 2006)
Non Standard Installation	Customer pays for actual cost for connection for residence more than 150 feet from road.	Customer pays actual cost for connection for residence more than 150 feet from road.
Build Out Language	Maintain existing service area and expand where density is 20 homes per aerial mile or 30 homes per underground mile or in low density areas subject to contribution formula.	2007 License provided for service to whole Town, subject to subscribers paying for costs of lines in excess of 150 feet from feeder cable.
Competition Language	Non - exclusive license: does not exclude other competition from serving Andover. Level Playing Field language if Town authorizes another cable service provider	Non - exclusive license: does not exclude other competition from serving Andover. Level Playing Field language if Town authorizes another cable service provider

Financial Impact to Subscribers

- 5% of gross revenue pass through to subscribers is **the same as previous license**
- PEG Capital pass through at **\$28 cents per subscriber per month (\$3.36 per year)** set to match Verizon payment as needed to have Verizon make capital payment

Next Steps

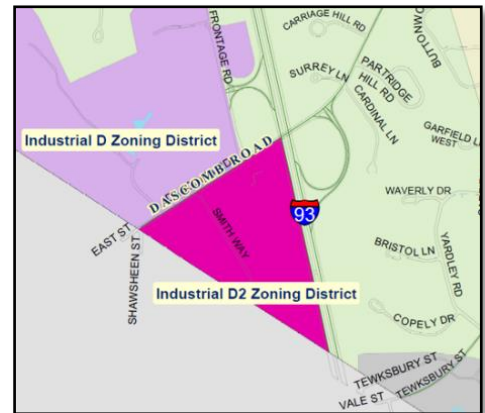
- Conduct cable renewal public hearing preferably prior to October 14, 2017 expiration date.
- Board of Selectmen to formally consider approving and executing the renewal license

Dascomb Road Zoning Task Force

At 2017 Annual Town Meeting, residents were presented with private zoning articles which contemplated the allowance of limited residential development off Dascomb Road within the ID2 Zoning District. Although both articles were withdrawn from Town Meeting, there was a spirited community conversation regarding the merits of the proposal. Since that time the owner of 146 Dascomb Road has expressed interest in moving forward with a project pursuant to existing zoning. With the goal of further investigating if housing within the ID2 Zoning District off Dascomb Road is an appropriate use for both an Industrial District as well as the Town as a whole, I respectfully request that the Board vote to establish a **Dascomb Road Zoning Task Force**. This Task Force will facilitate a public engagement process to review and analyze build-out scenario's based upon existing zoning, as well as investigate development options that would include limited housing options. The Task Force will perform a comparative analysis between the multiple development options and provide recommendations to the Board of Selectmen. To assist the Task Force in performing their review, the Town may seek to solicit various consultants with expertise in zoning, traffic engineering, market analysis and/or other professionals as identified by the task force to assist with their review.

I recommend that the Task Force be comprised as follows:

1. Liaison from the Board of Selectmen
2. Liaison from the Planning Board
3. Liaison from the Council on Aging
4. Liaison from the Finance Committee
5. Designee of the Town Manager
6. Member of the Design Review Board
7. Member of the Economic Development Council
8. Member from the Senior Community
9. A local business owner
10. Two at-large residents
11. Three (3) Residents located in proximity to the Dascomb Road site
12. Staff Liaison's shall include a designee from: Andover Police and Fire, Municipal Services, Community Services and the Planning Director.



ID2 – Dascomb Road

Upon your approval, I would further request that you provide me with the authority to populate the Task Force and begin to organize a meeting schedule.