

**Town of Andover
Board of Selectmen
Regular Meeting**
Monday, September 11th at 7:00 P.M.
Location: Virtual Zoom meeting

Regular Meeting Agenda

Zoom Directions:

Click here to join by computer for video/audio: <https://us02web.zoom.us/j/83644665185>

Call-in from your phone for audio: +1 646 558 8656.

Meeting ID: 836 4466 5185

Passcode: 895541

*Please mute yourself unless you are a commission member or during Public Speak.

1. Call to Order/Pledge of Allegiance
2. Public Speak
3. Additions/Deletions to the Agenda
4. Treasurer's Report
 - a. Finance Department Report
 - a. Revenue Summary
 - b. Town Budget Summary
 - c. Town Aid Road (TAR) Update
 - d. Town Cash Report
 - e. Appropriation Transfer
 - f. Over Expenditure Report
 - g. Summary of Audit Status
5. Board and Commission Presentations
 - a. Board and Commission appointment responses
 - a. See note from Carol Lee RE Memorial Day Committee
6. Appointments
7. Resignations
8. Town Administrator's Report
9. Old Business Discuss and act upon the following:
 - a. Community Center construction update
 - b. Townsend Cemetery Stump Removal
 - c. Discussion of Blight and level of involvement
 - d. Stiff Account Update
 - e. Speed Signs
10. New Business Discuss and act upon the following:
 - a. Andover Personnel Policy discussion
 - b. LTD policy for employees
 - c. Sales vendor License Trinity solar
 - d. Town Meeting Discussion
 - a. Accept culvert Grant.
 - b. Other Items (zoning fine ordinance?)
 - e. Senior Lunch Program
 - f. Vehicle Disposal
 - a. 2002 20 Pax Bus

- b. Old Steiner Mower
 - c. Proposal from Fire Dept to try to trade in ED 215 (Oldest Engine Now instead of waiting until we get the new Squad vehicle)
 - g. Resignation of Town Treasurer Dec 2023
 - h. Legislative Grant for RT 316 traffic study
 - i. Out of state vehicle registrations
11. Approval of Meeting Minutes
- a. August 14, 2023 Regular Meeting
12. Tax Collector's Report
- a. Refunds Requests
13. Department Reports
- a. Assessor's report
 - b. Fire Department
 - c. Burning Official
 - d. Resident State Trooper
 - e. Town Clerk
 - f. Building Department
 - g. Assessor's Office
 - h. Public Works
 - i. Transfer Station
 - j. Library
 - k. Senior Transportation
 - l. AHM
 - m. Economic Development Commission
 - n. ZBA
14. Correspondence
15. Executive Session
- a. Boundary Line Agreements
16. Public Speak
17. Adjournment

Town of Andover
Interim - Budget vs. Actual

July through August 2023

	Jul - Aug 23	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
4100 - PROPERTY TAX REVENUE				
000-101 - 41101 Current Year Taxes	3,672,001.57	9,943,528.00	-6,271,526.43	36.9%
000-108 - 41105 Prior Taxes	0.00	155,000.00	-155,000.00	0.0%
000-104 - 41901 Liens Taxes	0.00	5,200.00	-5,200.00	0.0%
000-103 - 41901 Interest Taxes	0.00	61,000.00	-61,000.00	0.0%
000-239 - 43900 Telecom Personal Prop Tax	0.00	5,000.00	-5,000.00	0.0%
Total 4100 - PROPERTY TAX REVENUE	3,672,001.57	10,169,728.00	-6,497,726.43	36.1%
4300 - INTERGOVERNMENTAL REVENUES				
000-222 - 43300 Municipal grants in aid	0.00	2,620.00	-2,620.00	0.0%
000-223 - 43800 Mash-Pequot Funds	0.00	6,680.00	-6,680.00	0.0%
000-226 - 43500 State Miscellaneous	145.00	6,000.00	-5,855.00	2.4%
000-227 - 43500 Municipal Stabilization	0.00	43,820.00	-43,820.00	0.0%
000-235 - Neglected Cemetery Grant	0.00	5,000.00	-5,000.00	0.0%
000-238 - 43300 Disabled Programs	0.00	400.00	-400.00	0.0%
000-209 - 43600 - PILOT State Property	0.00	10,830.00	-10,830.00	0.0%
900-219 - 43800 ECS Funds	0.00	2,004,782.00	-2,004,782.00	0.0%
Total 4300 - INTERGOVERNMENTAL REVENUES	145.00	2,080,132.00	-2,079,987.00	0.0%
4400 - CHARGES FOR SERVICES				
000-801 - 44867 Miscellaneous Revenue	700.32	3,000.00	-2,299.68	23.3%
000-803 - 44867 Rentals	0.00	10,000.00	-10,000.00	0.0%
100-407 - 44102 Clerk Fees	10,155.50	55,000.00	-44,844.50	18.5%
700-413 - 44403 Transfer Station	16,325.00	44,200.00	-27,875.00	36.9%
700-415 - 44403 Waste Redemption	696.89	1,000.00	-303.11	69.7%
800-405 - 44705 Building & Land Use Fees	15,942.86	68,000.00	-52,057.14	23.4%
Total 4400 - CHARGES FOR SERVICES	43,820.57	181,200.00	-137,379.43	24.2%
4600 - INVESTMENT INTEREST				
000-303 - 46101 Interest	95.30	3,000.00	-2,904.70	3.2%
Total 4600 - INVESTMENT INTEREST	95.30	3,000.00	-2,904.70	3.2%
Total Income	3,716,062.44	12,434,060.00	-8,717,997.56	29.9%
Expense				
4700 - EDUCATION				
901-527 - 58250 RHAM Education	581,834.00	4,493,413.00	-3,911,579.00	12.9%
901-595 - 28900 AES BOE	31,094.04	4,234,796.00	-4,203,701.96	0.7%
Total 4700 - EDUCATION	612,928.04	8,728,209.00	-8,115,280.96	7.0%
TOWN DEPARTMENTS				
4113 - TOWN ADMINISTRATOR				
102-100 - 51000 Town Administrator	17,700.01	92,925.00	-75,224.99	19.0%
102-101 - 51000 Admin Assistant	3,120.00	22,650.00	-19,530.00	13.8%
102-330 - 55990 Conference/Seminar	0.00	300.00	-300.00	0.0%
102-535 - 55300 Mobile Phone	142.22	854.04	-711.82	16.7%
102-580 - 55800 Mileage	200.00	1,200.00	-1,000.00	16.7%
Total 4113 - TOWN ADMINISTRATOR	21,162.23	117,929.04	-96,766.81	17.9%
4137 - TREASURER/FINANCIAL				
109-100 - 51000 Treasurer Salary	0.00	15,500.00	-15,500.00	0.0%
109-120 - 51000 Treasurer Clerk Wages	6,661.89	42,900.00	-36,238.11	15.5%
109-330 - 55990 Conference/Seminar	0.00	500.00	-500.00	0.0%
109-610 - 56120 Office Supplies	23.44	200.00	-176.56	11.7%
Total 4137 - TREASURER/FINANCIAL	6,685.33	59,100.00	-52,414.67	11.3%
4147 - TOWN CLERK				
117-100 - 51000 Town Clerk Salary	11,039.55	55,000.00	-43,960.45	20.1%
117-101 - 51000 Town Clerk Supplemental	0.00	6,000.00	-6,000.00	0.0%
117-120 - 51000 Asst Town Clerk Salary	4,685.00	27,824.00	-23,139.00	16.8%
117-330 - 59900 Conference/Seminar	470.00	1,000.00	-530.00	47.0%
117-335 - 52900 Training	0.00	2,000.00	-2,000.00	0.0%
117-438 - 54300 Equip Maint	0.00	540.00	-540.00	0.0%
117-580 - 55800 Mileage	0.00	400.00	-400.00	0.0%
117-610 - 56120 Office Supplies	538.62	1,400.00	-861.38	38.5%
117-612 - 53520 Land Records	931.59	10,500.00	-9,568.41	8.9%
117-616 - 55500 Maps Filming & Indexing	0.00	600.00	-600.00	0.0%
117-810 - 58100 Membership	50.00	520.00	-470.00	9.6%
117-865 - 55900 Vital Statistics	0.00	300.00	-300.00	0.0%
117-885 - 55900 Historic Doc. Restoration	0.00	6,500.00	-6,500.00	0.0%
Total 4147 - TOWN CLERK	17,714.76	112,584.00	-94,869.24	15.7%
4135 - TAX COLLECTOR				
111-100 - 51000 Tax Collector Salary	14,939.94	48,928.00	-33,988.06	30.5%
111-330 - 55999 Conference/Seminar	520.00	1,000.00	-480.00	52.0%
111-438 - 53510 Contract Software Maint	6,422.07	12,950.00	-6,527.93	49.6%
111-610 - 56120 Office Supplies	48.00	500.00	-452.00	9.6%
111-810 - 58100 Membership	125.00	190.00	-65.00	65.8%
Total 4135 - TAX COLLECTOR	22,055.01	63,568.00	-41,512.99	34.7%
4131 - ASSESSOR				
113-100 - 51000 Assessor Salary	5,923.13	30,974.00	-25,050.87	19.1%
113-120 - 51000 Asst Assessor Salary	7,556.69	39,469.00	-31,912.31	19.1%
113-335 - 52900 Training	0.00	750.00	-750.00	0.0%
113-438 - 53510 Contract Software Maint	16,991.63	20,669.52	-3,677.89	82.2%
113-580 - 55800 Mileage	0.00	500.00	-500.00	0.0%
113-610 - 56120 Office Supplies	0.00	825.00	-825.00	0.0%
113-612 - 56400 Book/Subscriptions	857.00	775.00	82.00	110.6%
Total 4131 - ASSESSOR	31,328.45	93,962.52	-62,634.07	33.3%
4149 - REGISTRARS				
125-100 - 51000 Registrars Salary	64.89	12,978.00	-12,913.11	0.5%
125-120 - 51000 Asst Registrars Salary	0.00	1,085.15	-1,085.15	0.0%
125-330 - 55990 Conference/Seminar	250.00	1,200.00	-950.00	20.8%
125-335 - 52900 Training	0.00	3,500.00	-3,500.00	0.0%
125-580 - 55800 Mileage	0.00	525.00	-525.00	0.0%
125-610 - 56120 Office Supplies	0.00	315.00	-315.00	0.0%
125-810 - 58100 Membership	170.00	0.00	170.00	100.0%
Total 4149 - REGISTRARS	484.89	19,603.15	-19,118.26	2.5%

Town of Andover
Interim - Budget vs. Actual

July through August 2023

	Jul - Aug 23	Budget	\$ Over Budget	% of Budget
4197 - ELECTIONS				
121-100 - 51000 Election Salaries	0.00	17,820.00	-17,820.00	0.0%
121-335 - 52900 Training	0.00	725.00	-725.00	0.0%
121-438 - 54300 Equip Maint	750.00	3,000.00	-2,250.00	25.0%
121-610 - 56010 Supplies	0.00	10,000.00	-10,000.00	0.0%
121-800 - 55800 Misc/Canv	0.00	120.00	-120.00	0.0%
121-830 - 52900 Meals	0.00	910.00	-910.00	0.0%
Total 4197 - ELECTIONS	750.00	32,575.00	-31,825.00	2.3%
4211 - BUILDING DEPARTMENT				
807-105 - 51000 Bldg Dept - Shared Wage	0.00	23,900.00	-23,900.00	0.0%
807-100 - 51000 Wages IWC	2,546.40	17,030.00	-14,483.60	15.0%
817-100 - 51000 Zoning Agent Salary	4,608.12	26,181.46	-21,573.34	17.6%
807-120 - 51000 Bldg Dept Admin Asst	3,565.63	24,249.41	-20,683.78	14.7%
803-100 - 51000 Town Planner Wages	0.00	36,000.00	-36,000.00	0.0%
807-438 - 54300 Equipment Maint	275.66	1,500.00	-1,224.34	18.4%
807-580 - 55800 Mileage	0.00	1,200.00	-1,200.00	0.0%
807-612 - 56400 Books & Manuals	0.00	500.00	-500.00	0.0%
807-610 - 56120 Office Supplies	0.00	550.00	-550.00	0.0%
807-890 - 58100 PermitLink Fees	375.00	4,500.00	-4,125.00	8.3%
807-901 - 57300 Equipment	0.00	250.00	-250.00	0.0%
Total 4211 - BUILDING DEPARTMENT	11,370.81	135,860.87	-124,490.06	8.4%
4501 - LIBRARY				
001-100 - 51000 Library Payroll	12,578.47	80,521.19	-67,942.72	15.6%
001-800 - 56420 Library Operations	14,169.50	28,339.00	-14,169.50	50.0%
Total 4501 - LIBRARY	26,747.97	108,860.19	-82,112.22	24.6%
4145 - CIVIL PREPAREDNESS				
135-100 - 51000 Civil Preparedness Salary	0.00	771.75	-771.75	0.0%
135-335 - 52900 Training	0.00	350.00	-350.00	0.0%
135-435 - 54420 Shared CERT Vehicle	0.00	1,000.00	-1,000.00	0.0%
135-730 - 56900 Supplies & Equipment	0.00	850.00	-850.00	0.0%
Total 4145 - CIVIL PREPAREDNESS	0.00	2,971.75	-2,971.75	0.0%
Total TOWN DEPARTMENTS	138,299.45	747,014.52	-608,715.07	18.5%
TOWN EXPENSES				
4213 - TOWN OFFICE BUILDING				
129-315 - 53010 Payroll Services	734.49	7,000.00	-6,265.51	10.5%
129-350 - 54410 Water Testing	0.00	500.00	-500.00	0.0%
129-365 - 54010 Elevator Service Contract	0.00	2,350.00	-2,350.00	0.0%
129-401 - 58100 Elevator Permit	0.00	2,400.00	-2,400.00	0.0%
129-442 - 53500 Computer Tech Support	1,896.48	11,461.00	-9,564.52	16.5%
129-432 - 54301 Building Maint	26.10	4,250.00	-4,223.90	0.6%
129-434 - 54301 Furnace Maintenance	0.00	500.00	-500.00	0.0%
129-439 - 535100 Software Maint	0.00	9,000.00	-9,000.00	0.0%
129-443 - 55990 Website Fees	0.00	4,731.00	-4,731.00	0.0%
129-444 - 55510 Copier Rental	446.64	2,680.00	-2,233.36	16.7%
129-490 - 54302 Alarm Monitoring	50.24	500.00	-449.76	10.0%
129-493 - 53520 Tolland 911 Dispatch	11,656.00	12,665.00	-1,009.00	92.0%
129-530 - 55300 Telephone	979.12	4,920.00	-3,940.88	19.9%
129-531 - 55301 Postage	0.00	7,000.00	-7,000.00	0.0%
129-533 - 55301 Postage Meter Rental	147.80	600.00	-452.20	24.6%
129-537 - 55300 Internet Cable	0.00	1,500.00	-1,500.00	0.0%
129-550 - 55500 Printing	0.00	1,600.00	-1,600.00	0.0%
129-601 - 56220 Electricity	1,587.82	12,000.00	-10,412.18	13.2%
129-603 - 56240 Fuel Oil	0.00	5,000.00	-5,000.00	0.0%
129-609 - 57300 Equipment	0.00	750.00	-750.00	0.0%
129-610 - 56120 Office Supplies	630.52	3,500.00	-2,869.48	18.0%
129-652 - 56010 Janitorial Supplies	66.00	2,000.00	-1,934.00	3.3%
129-735 - 54320 Computer Repair/Service	0.00	2,100.00	-2,100.00	0.0%
Total 4213 - TOWN OFFICE BUILDING	18,221.21	99,007.00	-80,785.79	18.4%
4199-A - ADVERTISING				
127-540 - 55400 Legal Ads-Advertising	946.00	5,500.00	-4,554.00	17.2%
Total 4199-A - ADVERTISING	946.00	5,500.00	-4,554.00	17.2%
4157 - INSURANCE				
137-500 - 55200 Insurance	43,989.00	113,047.00	-69,058.00	38.9%
Total 4157 - INSURANCE	43,989.00	113,047.00	-69,058.00	38.9%
4117 - EMPLOYEE BENEFITS				
141-205 - 52200 SS & Med	14,078.69	84,728.55	-70,649.86	16.6%
141-210 - 52600 Unemployment Comp	598.07	10,000.00	-9,401.93	6.0%
141-215 - 52100 Health/Dental Ins	37,933.74	165,999.92	-128,066.18	22.9%
141-223 - 52950 Disability	466.92	3,000.00	-2,533.08	15.6%
141-225 - 52900 Life Insurance	200.20	1,500.00	-1,299.80	13.3%
141-230 - 52300 Retirement MERF	4,527.96	131,995.00	-127,467.04	3.4%
141-280 - 53070 CDL, Physicals, Drug Tes	0.00	750.00	-750.00	0.0%
141-290 - 52300 Amort MERF	0.00	131.00	-131.00	0.0%
141-295 - 52010 Admin Fee MERF	0.00	3,640.00	-3,640.00	0.0%
Total 4117 - EMPLOYEE BENEFITS	57,805.58	401,744.47	-343,938.89	14.4%
Total TOWN EXPENSES	120,961.79	619,298.47	-498,336.68	19.5%
FACILITIES				
4213-A - OLD TOWN HALL				
123-432 - 54301 Building Maint	0.00	2,500.00	-2,500.00	0.0%
123-490 - 54302 Alarm System	50.24	575.00	-524.76	8.7%
123-601 - 54100 Electricity	156.73	975.00	-818.27	16.1%
Total 4213-A - OLD TOWN HALL	206.97	4,050.00	-3,843.03	5.1%

Town of Andover
Interim - Budget vs. Actual

July through August 2023

Table with 5 columns: Description, Jul - Aug 23, Budget, \$ Over Budget, % of Budget. Rows include categories like TOWN GARAGE, OLD FIRE HOUSE, FACILITIES, OUTSIDE SERVICES, PUBLIC WORKS/GROUNDS, SNOW REMOVAL, TRANSFER STATION, and GROUND CARE.

**Town of Andover
Interim - Budget vs. Actual**

July through August 2023

	Jul - Aug 23	Budget	\$ Over Budget	% of Budget
4199-B · CUSTODIAN				
147-100 · 51000 Custodian	2,397.36	14,846.00	-12,448.64	16.1%
Total 4199-B · CUSTODIAN	2,397.36	14,846.00	-12,448.64	16.1%
Total PUBLIC WORKS/GROUNDS	98,821.92	748,097.58	-649,275.66	13.2%
PUBLIC SAFETY				
4201 · Resident Trooper				
403-375 · 53530 Contract ST Fee-Law Enfor	0.00	140,000.00	-140,000.00	0.0%
403-901 · 56100 Office Supplies	0.00	450.00	-450.00	0.0%
Total 4201 · Resident Trooper	0.00	140,450.00	-140,450.00	0.0%
4203 · FIRE DEPARTMENT/COMMISSION				
401-800 · 53100 Fire Commission	38,187.50	152,750.00	-114,562.50	25.0%
Total 4203 · FIRE DEPARTMENT/COMMISSION	38,187.50	152,750.00	-114,562.50	25.0%
4215 · Animal Control				
151-105 · 51000 NECOG Shared Wages	11,748.75	10,500.00	1,248.75	111.9%
Total 4215 · Animal Control	11,748.75	10,500.00	1,248.75	111.9%
4219 · FIRE MARSHAL				
405-100 · 51000 Fire Marshal Salary	944.18	8,260.57	-7,316.39	11.4%
405-110 · 51000 Deputy Salary	635.42	1,302.71	-667.29	48.8%
405-150 · 51000 Fire Official Comp	0.00	350.00	-350.00	0.0%
405-355 · 52900 Training	0.00	400.00	-400.00	0.0%
405-610 · 56120 Office Supplies	0.00	50.00	-50.00	0.0%
405-612 · 56400 Subscriptions	0.00	500.00	-500.00	0.0%
405-810 · 58100 Dues/Memberships	0.00	175.00	-175.00	0.0%
405-901 · 57300 Equipment	0.00	1,000.00	-1,000.00	0.0%
Total 4219 · FIRE MARSHAL	1,579.60	12,038.28	-10,458.68	13.1%
Total PUBLIC SAFETY	51,515.85	315,738.28	-264,222.43	16.3%
4423 · PUBLIC WELFARE				
4417 · SENIOR CITIZENS				
145-100 · 51000 Resident Services Coord.	1,101.90	5,776.24	-4,674.34	19.1%
145-820 · 56300 Senior Lunch	1,451.02	1,080.00	371.02	134.4%
145-870 · 56900 Programs Senior Citizens	0.00	2,000.00	-2,000.00	0.0%
145-875 · 56290 Trips - Senior Citizens	376.00	4,000.00	-3,624.00	9.4%
Total 4417 · SENIOR CITIZENS	2,928.92	12,856.24	-9,927.32	22.8%
4499 · ANDOVER SENIOR TRANSPORTAION				
143-100 · 51000 Drivers/Dispatch Salary	5,201.22	27,500.00	-22,298.78	18.9%
143-380 · 53070 Comm. Drivers Test-DAR	0.00	1,000.00	-1,000.00	0.0%
143-435 · 54300 Vehicle Main - Dial a Rid	267.98	5,000.00	-4,732.02	5.4%
143-603 · 56260 Fuel Dial a Ride	515.94	6,095.00	-5,579.06	8.5%
Total 4499 · ANDOVER SENIOR TRANSPORTAL...	5,985.14	39,595.00	-33,609.86	15.1%
4401 · HEALTH OFFICER				
201-999 · 53010 Eastern Highlands Hlth	4,552.25	18,209.00	-13,656.75	25.0%
Total 4401 · HEALTH OFFICER	4,552.25	18,209.00	-13,656.75	25.0%
4413 · MENTAL HEALTH				
205-843 · 53010 Amplify Mental Health	220.00	250.00	-30.00	88.0%
Total 4413 · MENTAL HEALTH	220.00	250.00	-30.00	88.0%
4419 · AHM YOUTH SERVICES				
207-844 · 53010 AHM Youth Services	0.00	97,002.00	-97,002.00	0.0%
Total 4419 · AHM YOUTH SERVICES	0.00	97,002.00	-97,002.00	0.0%
Total 4423 · PUBLIC WELFARE	13,686.31	167,912.24	-154,225.93	8.2%
BOARDS & COMMISSIONS				
4111 · SELECTMEN				
101-100 · 51000 1st. Selectman Salary	0.00	6,000.00	-6,000.00	0.0%
101-105 · 51000 Selectman Salary	0.00	1,800.00	-1,800.00	0.0%
101-115 · 51000 Board Clerk BOS	206.00			
101-836 · 59010 Veteran's Committee	0.00	500.00	-500.00	0.0%
Total 4111 · SELECTMEN	206.00	8,300.00	-8,094.00	2.5%
4103 · BOARD OF FINANCE				
103-121 · 51000 BOF Clerk Wages	350.25	1,700.00	-1,349.75	20.6%
Total 4103 · BOARD OF FINANCE	350.25	1,700.00	-1,349.75	20.6%
4171 · CONSERVATION COMMISSION				
815-330 · 58100 Membership	0.00	65.00	-65.00	0.0%
815-609 · 57300 Equipment	0.00	60.00	-60.00	0.0%
815-810 · 55990 Conferences	0.00	525.00	-525.00	0.0%
Total 4171 · CONSERVATION COMMISSION	0.00	650.00	-650.00	0.0%
4155 · BOARD OF ASSESSMENT APPEALS				
115-120 · 51000 BAA Clerk Salary	0.00	400.00	-400.00	0.0%
115-335 · 52900 Training	0.00	150.00	-150.00	0.0%
Total 4155 · BOARD OF ASSESSMENT APPEALS	0.00	550.00	-550.00	0.0%
4155-A · ZONING BOARD OF APPEALS				
805-115 · 51000 Board Clerk - ZBA	187.00	500.00	-313.00	37.4%
Total 4155-A · ZONING BOARD OF APPEALS	187.00	500.00	-313.00	37.4%
4173 · ECON DEVELOPMENT COMM				
801-800 · 55990 Economic Devel Comm	0.00	1,000.00	-1,000.00	0.0%
Total 4173 · ECON DEVELOPMENT COMM	0.00	1,000.00	-1,000.00	0.0%
4511 · MEMORIAL DAY COMM				
601-800 · 56900 Memorial Day Misc Exp	0.00	800.00	-800.00	0.0%
Total 4511 · MEMORIAL DAY COMM	0.00	800.00	-800.00	0.0%

Town of Andover
Interim - Budget vs. Actual

July through August 2023

	Jul - Aug 23	Budget	\$ Over Budget	% of Budget
4503 - RECREATION COMMISSION				
603-493 - 54410 Outside Facility Rental	720.00	2,630.00	-1,910.00	27.4%
603-870 - 55990 Programs	0.00	6,000.00	-6,000.00	0.0%
603-890 - 55990 Community Garden	0.00	1,500.00	-1,500.00	0.0%
Total 4503 - RECREATION COMMISSION	720.00	10,130.00	-9,410.00	7.1%
4153 - PLANNING & ZONING COMMISSION				
803-105 - 51000 Board Clerk Wages	84.00	3,200.00	-3,116.00	2.6%
803-310 - 53020 Legal/Professional	60.00	6,500.00	-6,440.00	0.9%
803-335 - 52900 Training	0.00	750.00	-750.00	0.0%
803-340 - 53500 Mapping	0.00	500.00	-500.00	0.0%
Total 4153 - PLANNING & ZONING COMMISSION	144.00	10,950.00	-10,806.00	1.3%
4163 - INLAND WETLANDS C COMMISSION				
809-115 - 51000 Board Clerk - IWC	172.75	1,450.00	-1,277.25	11.9%
809-335 - 52900 Training	0.00	250.00	-250.00	0.0%
809-610 - 56100 Office Supplies	0.00	200.00	-200.00	0.0%
809-810 - 58100 Dues/Membership	0.00	65.00	-65.00	0.0%
Total 4163 - INLAND WETLANDS C COMMISSION	172.75	1,965.00	-1,792.25	8.8%
4159 - HISTORICAL				
153-800 - 53400 Town Historian	0.00	200.00	-200.00	0.0%
Total 4159 - HISTORICAL	0.00	200.00	-200.00	0.0%
Total BOARDS & COMMISSIONS	1,780.00	36,745.00	-34,965.00	4.8%
CAPITAL RELATED				
4900 - CAPITAL				
111-714 - 53520 Revaluation	16,500.00	16,500.00	0.00	100.0%
Total 4900 - CAPITAL	16,500.00	16,500.00	0.00	100.0%
9900 - TRANSFERS				
305-899 - 59020 Contingency	0.00	50,000.00	-50,000.00	0.0%
305-908 - 59020 Fire Engine Fund/Tanker	125,000.00	125,000.00	0.00	100.0%
305-xxx - 59020 PW Equipment Fund	125,000.00	125,000.00	0.00	100.0%
305-911 - 59020 Road Improve. Fund	410,000.00	410,000.00	0.00	100.0%
305-912 - 59020 Tree Removal Fund	50,000.00	50,000.00	0.00	100.0%
305-914 - 59020 Bridge & Culvert Fund	100,000.00	100,000.00	0.00	100.0%
305-915 - 59020 Bldg Main Fund	108,000.00	108,000.00	0.00	100.0%
Total 9900 - TRANSFERS	918,000.00	968,000.00	-50,000.00	94.8%
Total CAPITAL RELATED	934,500.00	984,500.00	-50,000.00	94.9%
Total Expense	1,992,708.05	12,469,060.09	-10,476,352.04	16.0%
Net Ordinary Income	1,723,354.39	-35,000.09	1,758,354.48	-4,923.9%
Other Income/Expense				
Other Expense				
Ask my accountant	75.00	0.00	75.00	100.0%
Total Other Expense	75.00	0.00	75.00	100.0%
Net Other Income	-75.00	0.00	-75.00	100.0%
Net Income	1,723,279.39	-35,000.09	1,758,279.48	-4,923.6%

Town of Andover
Interim Balance Sheet
As of August 31, 2023

	Aug 31, 23
ASSETS	
Current Assets	
Checking/Savings	
10000 · General Fund Checking	4,745,380.39
10004 · Tax Collector Dep Acct 5129	8,588.25
10008 · AES Checking	1,133,470.90
10010 · Driveway Bonds #5757	491,625.49
10011 · Zoning Bonds #5765	12,659.31
10025 · ST of CT STIFF	550,096.30
Total Checking/Savings	6,941,820.64
Accounts Receivable	
11002 · Accounts Receivable	5,969.29
Total Accounts Receivable	5,969.29
Other Current Assets	
11000 · Taxes Receivable - Current	393,461.44
11003 · Taxes Receivable - Interest	196,546.00
13000 · Due From other Funds	77,726.65
13005 · Other Current Assets	12,864.63
Total Other Current Assets	680,598.72
Total Current Assets	7,628,388.65
TOTAL ASSETS	7,628,388.65
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	49,129.50
Total Accounts Payable	49,129.50
Credit Cards	
Peoples Choice Credit Card	10,989.93
Total Credit Cards	10,989.93
Other Current Liabilities	
23010 · Zoning Bonds Payable	12,659.31
23000 · Driveway Bonds Payble	1,500.49
26000 · Town Clerk Fees Payable	
26000-1 · Sportsmen License	-79.00
26000-2 · State Treas Vital	68.00
26000-3 · Dog Fund	3,219.00
26000-4 · Community Investment Payable	1,190.00
26000-5 · Hist Doc Preservation Payable	248.00
26000-6 · PA 13-247 Fees Payable	694.00
Total 26000 · Town Clerk Fees Payable	5,340.00
22000 · Deferred Revenue	1,077,494.00
25007 · Deposits Payable	-32,949.00

Town of Andover
Interim Balance Sheet
As of August 31, 2023

	Aug 31, 23
25005 · Other Current Liabilities	
25000-1 · New Alliance Town Clerk Acct	-7,196.00
25000-2 · Tax Receipts Clearing Acct	2,252.00
25000-3 · Town Clerk DEP Sportsmen Lic	79.00
25000-4 · DT.DF Olde Burying Ground	3,859.00
25000-5 · Citizens Bank - uncleared check	14,584.00
25000-7 · DT/DF Insurance Guard Rail	261.55
25000-8 · DT/DF Social Services	-30.00
25000-9 · Accrued Payroll - School	4,737.00
2500-10 · AES Payable	4,400.00
2500-11 · Accrued Payroll Town	1,553.35
24000-2 · AFLAC	233.52
24000-3 · MERF	1,487.18
24000-4 · Local 506	-654.65
24000-5 · Local 1303-368 AFSCME	-1,619.12
24000-6 · 457 AIG	-349.90
25005 · Other Current Liabilities - Other	500.00
Total 25005 · Other Current Liabilities	24,096.93
25000 · Due to other Funds	3,051,325.54
24000 · Payroll Liabilities	
24000-1 · Payroll Taxes	1,213.55
24000 · Payroll Liabilities - Other	1,168.92
Total 24000 · Payroll Liabilities	2,382.47
Total Other Current Liabilities	4,141,849.74
Total Current Liabilities	4,201,969.17
Total Liabilities	4,201,969.17
Equity	
30000 · Opening Balance Equity	101,352.91
33000 · Assigned Fund Balance	250,000.00
34000 · Unassigned Fund Balance	1,351,787.18
Net Income	1,723,279.39
Total Equity	3,426,419.48
TOTAL LIABILITIES & EQUITY	7,628,388.65

Town of Andover
Interim - Checking account register
As of August 31, 2023

Type	Date	Num	Name	Amount
10000 - General Fund Checking				
Deposit	08/01/2023			386.62
Deposit	08/01/2023			2,221.32
Deposit	08/01/2023			2,221.32
Deposit	08/01/2023			90.00
General Journal	08/02/2023	CPA 2024-08		-25,940.26
General Journal	08/02/2023	CPA 2024-08		-10,404.91
General Journal	08/02/2023	CPA 2024-08		-492.00
Bill Pmt -Check	08/02/2023	10518	AEN ASPHALT	-63,721.69
Bill Pmt -Check	08/02/2023	10519	ANDOVER LIBRARY	-14,169.50
Bill Pmt -Check	08/02/2023	10520	Avenu Enterprise Solutio...	-650.00
Bill Pmt -Check	08/02/2023	10521	BACHER CORPORATI...	-180.88
Bill Pmt -Check	08/02/2023	10522	CAAO, INC	0.00
Bill Pmt -Check	08/02/2023	10523	CENTRAL SEALING	-500.00
Bill Pmt -Check	08/02/2023	10524	CL Services	-5,850.00
Bill Pmt -Check	08/02/2023	10525	COLUMBIA FORD	-667.85
Bill Pmt -Check	08/02/2023	10526	CTCA	-295.00
Bill Pmt -Check	08/02/2023	10527	Genie Innovations Inc.	-409.95
Bill Pmt -Check	08/02/2023	10528	Glastonbury Citizen/Rive...	-275.00
Bill Pmt -Check	08/02/2023	10529	Homestead	-3,662.00
Bill Pmt -Check	08/02/2023	10540	HOSMER MT. BOTTLIN...	-65.50
Bill Pmt -Check	08/02/2023	10541	INFOSHRED LLC	-25.00
Bill Pmt -Check	08/02/2023	10542	MERF	-19,633.34
Bill Pmt -Check	08/02/2023	10543	MEUI	-125.10
Bill Pmt -Check	08/02/2023	10530	Regional Restrooms Inc.	-465.00
Bill Pmt -Check	08/02/2023	10531	THE GORMAN GROUP ...	-39,996.00
Bill Pmt -Check	08/02/2023	10532	THE HARTFORD LUMB...	-398.00
Bill Pmt -Check	08/02/2023	10533	The Peterbilt Store	-1,144.33
Bill Pmt -Check	08/02/2023	10534	VISION GOV'T SOLUTI...	-10,941.00
Bill Pmt -Check	08/02/2023	10535	WATERS EDGE	-175.00
Bill Pmt -Check	08/02/2023	10536	WESTERN OIL, INC	-338.10
Check	08/02/2023	10537	OFFICE OF THE TREA...	-2,064.00
Check	08/02/2023	10538	Treasurer, State of CT	-240.00
Check	08/02/2023	10539	D.E.E.P	-66.00
Check	08/02/2023	10544	Tax Collector - Adj	-2,177.86
Bill Pmt -Check	08/02/2023	10545	CAAO, INC	-857.00
Bill Pmt -Check	08/02/2023	10546	FIRE PROTECTION TE...	-13,294.80
Bill Pmt -Check	08/02/2023	10547	WEX Bank	-1,132.16
Bill Pmt -Check	08/02/2023	ACH	Spring	-29,297.75
Bill Pmt -Check	08/03/2023	10548	CASELLA WASTE	-9,524.37
Check	08/03/2023	ACH	RHAM	-25,996.00
Check	08/03/2023	ACH	AES Payables	-423,479.60
Check	08/03/2023	ACH	RHAM	-278,167.00
Transfer	08/03/2023			-4,529.44
Sales Receipt	08/04/2023	70	Town Clerk	5,206.75
Deposit	08/08/2023			175.38
Deposit	08/15/2023			418.00
Deposit	08/15/2023			103.60
General Journal	08/16/2023	CPA 2024-09		-25,460.47
General Journal	08/16/2023	CPA 2024-09		-9,783.27
General Journal	08/16/2023	CPA 2024-09		444.10
General Journal	08/16/2023	CPA 2024-09		-492.00
Check	08/16/2023	ACH	Primepay	-712.49
Bill Pmt -Check	08/16/2023	10549	ACTION BLUEPRINT A...	-1,395.00
Bill Pmt -Check	08/16/2023	10550	AFSCME, LOCAL 1303	-238.45
Bill Pmt -Check	08/16/2023	10551	AIG RETIREMENT SER...	-1,250.00
Bill Pmt -Check	08/16/2023	10552	AIRGAS USA, LLC	-400.00
Bill Pmt -Check	08/16/2023	10553	Altus Receivables Mana...	-2,828.20
Bill Pmt -Check	08/16/2023	10554	ANDOVER LANDSCAPI...	-835.00
Bill Pmt -Check	08/16/2023	10555	ANTHEM LIFE& DISABI...	-328.70
Bill Pmt -Check	08/16/2023	10556	Beaver Brook Saw Shop	-49.00
Bill Pmt -Check	08/16/2023	10557	BSC GROUP - CONNE...	-6,500.00
Bill Pmt -Check	08/16/2023	10558	CCMC	-300.00
Bill Pmt -Check	08/16/2023	10559	COIT EXCAVATING INC	-1,671.86
Bill Pmt -Check	08/16/2023	10560	Connecticut Concrete Pr...	-810.00
Bill Pmt -Check	08/16/2023	10561	Constellation NewEnerg...	-523.83
Bill Pmt -Check	08/16/2023	10562	CRCOG	-5,146.00
Bill Pmt -Check	08/16/2023	10563	Eversource	-964.08

Town of Andover
Interim - Checking account register
As of August 31, 2023

Type	Date	Num	Name	Amount
Bill Pmt -Check	08/16/2023	10564	FLUID DYNAMICS	-2,145.61
Bill Pmt -Check	08/16/2023	10565	Glastonbury Citizen/Rive...	-286.00
Bill Pmt -Check	08/16/2023	10566	GULEMO PRINTERS INC	-48.00
Bill Pmt -Check	08/16/2023	10567	HAIN MATERIALS CORP	-223.52
Bill Pmt -Check	08/16/2023	10568	K&S Distributors	-66.00
Bill Pmt -Check	08/16/2023	10569	KAINEN, ESCALERA A...	-399.00
Bill Pmt -Check	08/16/2023	10570	LEAF	-223.32
Bill Pmt -Check	08/16/2023	10571	Marina Pandolfi	-350.25
Bill Pmt -Check	08/16/2023	10572	MCNEIL & CO.	-19,478.00
Bill Pmt -Check	08/16/2023	10573	Nathan L Jacobson & As...	-280.10
Bill Pmt -Check	08/16/2023	10574	Point Software	-375.00
Bill Pmt -Check	08/16/2023	10575	ROBERT JAY TUTTLE	0.00
Bill Pmt -Check	08/16/2023	10576	ROVAC	-420.00
Bill Pmt -Check	08/16/2023	10577	Sears & Son Landscapin...	-140.00
Bill Pmt -Check	08/16/2023	10578	SWISS UNIFORM REN...	-343.48
Bill Pmt -Check	08/16/2023	10579	TARGET ENTERPRISE...	-1,232.50
Bill Pmt -Check	08/16/2023	10580	The Office Works, Inc.	-55.15
Bill Pmt -Check	08/16/2023	10581	TONY SUSI	-150.00
Bill Pmt -Check	08/16/2023	10582	TOWN OF SOUTH WIN...	-941.16
Bill Pmt -Check	08/16/2023	10583	W B MASON CO INC	-629.96
Bill Pmt -Check	08/16/2023	10584	HALLORAN & SAGE	-60.00
Bill Pmt -Check	08/16/2023	10585	JOYCE KNOWLTON	-150.00
Bill Pmt -Check	08/16/2023	10586	Home Depot Credit Serv...	-36.86
Bill Pmt -Check	08/17/2023	ACH	Spring	-13,936.53
Sales Receipt	08/18/2023	71	Town Clerk	699.00
Deposit	08/22/2023			228.00
Deposit	08/22/2023			413.94
Check	08/23/2023	ACH	STATE OF CT	-1.00
Bill Pmt -Check	08/24/2023	10587	A&A Pest Control Co., Inc	-120.00
Bill Pmt -Check	08/24/2023	10588	AMPLIFY	-220.00
Bill Pmt -Check	08/24/2023	10589	ANDOVER CONGREG...	-1,040.00
Bill Pmt -Check	08/24/2023	10590	ANDOVER CUB SCOU...	-1,040.00
Bill Pmt -Check	08/24/2023	10591	ANDOVER FOOD PAN...	-1,040.00
Bill Pmt -Check	08/24/2023	10592	Andrews Lumber, LLC	-150.00
Bill Pmt -Check	08/24/2023	10593	Atlas Industrial Services ...	-7,244.45
Bill Pmt -Check	08/24/2023	10594	CCMC	-100.00
Bill Pmt -Check	08/24/2023	10595	CERT TEAM	-1,040.00
Bill Pmt -Check	08/24/2023	10596	CLARK EQUIPMENT CO	-2,764.12
Bill Pmt -Check	08/24/2023	10597	CONSTANTINE PAVIN...	-500.00
Bill Pmt -Check	08/24/2023	10598	FRONTIER COMMUNIC...	-79.61
Bill Pmt -Check	08/24/2023	10599	Glastonbury Citizen/Rive...	-154.00
Bill Pmt -Check	08/24/2023	10600	INFOSHRED LLC	-50.00
Bill Pmt -Check	08/24/2023	10601	Nathan L Jacobson & As...	-140.05
Bill Pmt -Check	08/24/2023	10602	ROBERT JAY TUTTLE	-116.51
Bill Pmt -Check	08/24/2023	10603	STATE OF CONNECTI...	-369.00
Bill Pmt -Check	08/24/2023	10604	VERIZON WIRELSS	-142.18
Bill Pmt -Check	08/24/2023	10605	W B MASON CO INC	-117.65
Sales Receipt	08/25/2023	72	Town Clerk	778.00
Check	08/25/2023	ACH	STATE OF CT	-100,000.00
Check	08/28/2023	ach	WEX Bank	-1,000.00
Deposit	08/29/2023			40.00
Deposit	08/29/2023			1,000.00
General Journal	08/30/2023	CPA 2024-13		-32,828.34
General Journal	08/30/2023	CPA 2024-13		-13,705.21
General Journal	08/30/2023	CPA 2024-13		-492.00
Deposit	08/30/2023			915.00
Transfer	08/31/2023			490,949.04
Sales Receipt	08/31/2023	73	Town Clerk	3,338.50
Sales Receipt	08/31/2023	74	Building Dept	242.38
Sales Receipt	08/31/2023	74	Building Dept	477.00
Sales Receipt	08/31/2023	74	Building Dept	243.64
Sales Receipt	08/31/2023	74	Building Dept	8,322.32
Sales Receipt	08/31/2023	74	Building Dept	0.00
Check	08/31/2023	ACH	STATE OF CT	-450,000.00
Total 10000 · General Fund Checking				-1,188,550.39
TOTAL				-1,188,550.39

Memorial Day Committee appointments

Please revisit motion made at the 7-10-2023 Board of Selectmen meeting under item 5, Memorial Day Committee. There should be 5 members and 1 alternate and this wasn't clearly stated in the minutes.

The incumbent members are; Kim Hawes, Carol Lee, John McCall and Robert Post.

Wayne Thorpe and Louise Goodwin would be new members.

Town Administrator's Report for the 8.14.23 Board of Selectmen Regular Meeting

Town Hall Operations:

Cleaning/Custodian: William Bell Is hard at Front of the building is now painted and looking stellar. Building is in good shape work keeping our buildings clean. Mr Bell is working now on a long term project to repoint all the library windows and repaint them. I am discussing with him doing the Andover Museum windows as the next project- repointing and repainting

Administrator's Office:

Joshua's Trust would like to postpone any discussion until October re property off of Skinner Hill Rd
Thursday, August 3 I walked a property located off of Skinner Hill Road that is currently owned by the Manchester land. Trust that Joshua's trust will become the trustee of. That parcel is adjacent to the town's land given by the state as part of the route 6 taking I would like to schedule a meeting in September between the president and executive Director of Joshua's Trust to discuss how a combined effort to clean up and manage our properties and potentially add parking.

Active RFPs

Currently the RFP for the HVAC replacement at the Andover fire department closed June 8, as did the one for the Andover Town Hall.

There has been no progress on my part on these RFP's I am hoping to engage on it this week.

I submitted for locip funds to pay for the HVAC replacement at the Andover Town Hall. The initial application was rejected because the Andover Town Hall is more than 50 years old and therefore I need to first apply to the state historical preservation office for approval prior to submitting for lockup funds, I mailed in the application to Shipo June 1 and it was approved so we are Cleared to submit for locip funds when the project is completed

State Local Bridge Grant application See Proposal from NLJ and discussion of finance Policy.

We have to decide on the contractor for design. NLJ submitted a proposal for \$128,640 for total design and permitting costs for the project See separate line item for that

We did get an congressional authorization for \$100,000 We have the money from the state. See attached preliminary RFP from the town planner. Will be discussed separately as a line item.

Town Clerks office

Assessor's Office:

No major changes to the office See agenda Item on discussion of cars registered in other states.

Social Services

No major current issues

Finance Office:

Audit complete and submitted.

Intention is to transition to
Quickbooks payroll

Generally running smoothly We are contemplating a switch to QuickBooks payroll service on Oct 1

Building Department/ Land Use:

New Building official is on board We had a long discussion regarding building fees for the department I shared our fee schedule. Has provided the one he used in Avon and we will compare. He agrees that he can review each permit for appropriate fee.

Overall building department operations are going well. I will send these to the BOS members to review what he thinks

No real progress that I can see at the Barnett Property on route 6.

Town Engineer:

Met with Joe Dillon multiple times- myself and Jay Tuttle Joe Dillon helped with specs for the parking area for AES upper lot.

Also working with NLJ on getting a design for a new pad for propane tanks for the Fire Department lot so that we can add 1-2 1000 gallon tanks for town hall and eventual propane generator. Preliminary survey work is done for this

Public Works:

Replaced the Steiner Mower after a CIP application

The Chip sealing is postponed The contractor that we selected, (Gorman) kept blowing us off. It is getting too late to reliably chipseal so we terminated the contract. The money is in the int eh roadwork fund so will be spent next year

We are about to replace a lot of the guardrail on Long Hill Rd using the state bid pricing. This should complete the reclamation- we did not have the money to do the guardrail last year.

We also replaced a destroyed section of guardrail on townsend with a bill pending to the insurance company of the driver

We will be short one employee at PW for at least 3 months due to non work related injury.

Debris management

Still no progress

Going to Vermont and seeing the destruction from several rain events was very sobering to me. Seeing the level of destruction flooding can bring made me rethink our long term plans for disaster recovery.

Discussion of debris management Jay and I Met with one of the contractors AshBritt

I think that we should sign a contract with them for catastrophic cleanup assistance. There is no obligation to use them but it is the precursor to hiring them in the future and gets us at the front of the line. This is part of the state contract that they provide services to municipalities.

At the same time we should pursue a contract with Tetrattech for emergency management services.

The difficult part is that AshBritt thinks we need at least a 2-acre debris location to handle any large scale natural disaster.

Bunker Hill Bridge Design:

No Change

Long Hill Rd Bridge Design

Test borings Completed so it is in the 30% design phase

Small Bridges and Culverts:

See notes above

Andover Proposed Community Senior Center:

Finally reached agreement on special inspection protocol, Construction to begin soon afterwards

Andover Veterans Monument:

changed filter type on the irrigation system filters on the irrigation system

Times Farm Bridge:

Working on the final close out. Had a discussion with the State DOT contact as to why this was not closed out yet.

Grant for Senior Transportation Vehicle

Still no word on vehicle arrival

STEAP Grant 2022:

No real progress

Connectivity Grant:

a Handicapped Access to the Walking Track at Veterans Memorial field and Parking Spot is done by a combination of Public works and Abbey Construction.

Final Landscaping at Center St and along the pathway at Long Hill Rd complete

TRIP Grant- DOT

Approved by CRCOG ranked 3rd of 7 grants applications submitted by CRCOG towns. Now it is up to the state to rank / fund projects. Hopefully this gets funded.

Grant Goal- reclaim and repave Hendee from Pine Ridge Rd to Long Hill Rd, then Long Hill rd to Skinner and then Skinner to Wheeling.

No word yet on grant status

Neglected Cemeteries Grant

Received a 5,000 grant from the State to work on the Cemetery on Cidermill Rd. Will be used to build a new gate as well as clean up/ repair gravestones on the site.

Budget:

American Recovery Act Funding:

We have the full funding of **\$478,848.04** in the second tranche **We are starting to spend this down on construction activities with the senior/ community center**

Town Hall Projects”

RFP for HVAC work out for quotes

Transfer Station

Running smoothly except for the rats and sinkholes which we are dealing with

We ground up and removed the brush pile so we are good for a few years total cost of removal was \$4000 more than previous time but we went 30 months between grindings so our cost per volume actually staid about the same

Safety committee quarterly

Nothing new this month.

Boundary Line Adjustment details

See separate topic in meeting

Culvert and pipe replacement on Lake Rd



Plow Sign at Public works



New Steiner Mower



**TOWN OF ANDOVER
BOARD OF SELECTMEN**

RESOLUTION

RESOLVED, that the Town of Andover may enter into with and deliver to the **State of Connecticut Department of Emergency Services and Public Protection, Division of Emergency Management and Homeland Security** any and all documents which it deems to be necessary or appropriate; and

FURTHER RESOLVED, that Jeffrey Maguire, as First Selectman of the Town of Andover, is authorized and directed to execute and deliver any and all documents on behalf of the Town of Andover and to do and perform all acts and things which he deems to be necessary or appropriate to carry out the terms of such documents, including, but not limited to, executing and delivering all agreements and documents contemplated by such documents.

Adopted and signed this ____ day of _____, 202__ by the Board of Selectmen of the Town of Andover, CT.

Jeffrey Maguire
First Selectman

Jeffrey Murray
Selectman

Paula King
Selectman

Scott Person
Selectman

Adrian Mandeville
Selectman

Town of Andover

Planning and Zoning Commission

Petition for AMENDMENT TO REGULATIONS

LIGHTING REGULATION CHANGES

1. Number and Wording in Entirety of existing section Proposed for amendment.
 - a. *NA*
 - b. **23.5B.3 Modifications to this section including lighting for outdoor recreational facilities, public buildings, public monuments, flagpoles, Stairs, Ramps and Architectural emphasis may be permitted by the commission by special permit, but in no event shall lighting fixtures be higher than 35 feet nor lumens greater than 12 per square foot**

2. Proposed Addition or change in wording.
 - a. **(New Text) 4.21.7 modifications to section 4.21 may be permitted by the Commission by special permit where it can be demonstrated to the Commission that compliance is not practical for a public recreational facility.**
 - b. **23.5B.3 a Modifications to this section including lighting for, public buildings, public monuments, flagpoles, Stairs, Ramps and Architectural emphasis may be permitted by the commission by special permit, but in no event shall lighting fixtures be higher than 35 feet nor lumens greater than 12 per square foot**
 - c. **(New Text) 23.5B.3 b Modifications to this section for lighting for public outdoor recreational facilities may be permitted by the commission by special permit. A lighting study shall be required to determine the maximum recommended lighting fixture height and maximum Lumens per square foot based on the type and intensity of the sport or use and the size of area illuminated.**

3. What circumstances Justify the proposed amendment?

The Town of Andover wishes to safely illuminate existing recreational facilities to facilitate nighttime athletic activities.

4. How will the proposed amendment clarify or improve the Zoning Regulations and/or improve the development of the Town of Andover?

This amendment allows the Town the ability to modify outdoor lighting requirements on town owned properties to enable sufficient lighting levels and uniformity to allow nighttime use of athletic facilities. The town wishes to have the capability to allow nighttime practice and games at town owned recreational fields.

The maximum illumination levels allowed in the regulations are reasonable for parking areas, but are insufficient for athletic purposes. Restricting illumination height to 35 ft does not allow for uniform lighting with the field width of the existing facility. By requiring a lighting study, the commission can better evaluate any request based on sporting types and usage, and balance the needs of the public for dark sky compatibility and light pollution with the addition of recreational needs.

5. How will the proposed amendment effect the adopted Plan of Development

Positively. Athletic fields and increased recreational opportunities help foster a sense of pride in the community while preserving the rural character. In the POCD “recreational activities” ranked 6 out of 6 as an attribute. The town continues to take strides to improve this. And the POCD calls for “providing both passive and active recreational opportunities”

6. The applicant agrees to pay any and all fees to the Town of Andover

Eric Anderson Town Administrator

17 School Rd Andover CT 06232

Phone # 860.771.1072

Signed and Dated 8/28/2023

On behalf of the Board of Selectman

Town of Andover

Planning and Zoning Commission

Petition for AMENDMENT TO REGULATIONS

SIGNAGE REGULATION CHANGES

1. Number and Wording in Entirety of existing section Proposed for amendment.
 - a. *section 15.4.1 d. Billboard signs*
 - b. 15.5.1 The Town of Andover, acting by its Board of Selectman or its designee, may erect Public Interest signs of a size, construction and lighting deemed appropriate for the purpose, but in no event larger than 16 square feet
 - c. NA

2 Proposed Addition or change in wording.

- a. 15.4.1 d. Billboard signs *except when explicitly authorized by the Board of Selectman on Town Owned Property*
- b. 15.5.1 a The Town of Andover, acting by its board of Selectman or its designee, may erect signs **on town property or ROW** of a **quantity**, size, construction, **height** and lighting deemed appropriate for the purpose, but in no event larger than **32** square feet each.
- c. **15.5.1 b. Any signs placed on the Andover Elementary School building or grounds shall require approval by the Board of Education or their designee.**

3. What circumstances Justify the proposed amendment?

Three issues have arisen in the last 3 months where there is a conflict between the zoning regulations and the goals of town officials.

1. Size of the sign for the community/senior center
2. Erecting banners on Lightpoles at Andover Elementary School
3. Allowing business signage at the Andover Veterans Memorial Field

This amendment allows the Town more flexibility to use signage on town owned properties

4. How will the proposed amendment clarify or improve the Zoning Regulations and/or improve the development of the Town of Andover?

There is some ambiguity in the regulations regarding Banners as signage. This explicitly allows the Board of Selectman, as the property owner Discretion to have more signage flexibility. It also gives the town the ability to allow commercial banners to offset the costs of maintaining the athletic fields. This also allows the installation of banners at a sufficient height that vandalism is less likely.

5. How will the proposed amendment effect the adopted Plan of Development

This will help Foster a sense of Place with well thought out banners. This will also foster economic development by placing business signage where local residents are present at athletic events. Both are goals of the 2015 POCD.

6. The applicant agrees to pay any and all fees to the Town of Andover

Eric Anderson Town Administrator

17 School Rd Andover CT 06232

Phone # 860.771.1072

Signed and Dated 8/28/2023

On behalf of the Board of Selectman

BLIGHT / VIOLATIONS STATUS

7/20/2023

ADDRESS	NAME	NATURE OF COMPLAINT	ACTION TAKEN	CURRENT STATUS
11 Bunker hill Rd	Ryan Fitch	asphalts millings on property	letter sent 6-1-22	RESOLVED
5 Mathieson Dr	Kristina Bona	mold conditions - other issues	certified letter sent from EHHD 12-7-22	RESOLVED
12 Center ST	Nahain DePuerto	Dilapidated building		notified owner - demo permit secured, work comenced , monitoring progress RESOLVED
27 Hendee Rd	Hector Rivera	violation of zoning and blight ordinance	letter sent 11-30-22	RESOLVED (CLEANUP PRIOR TO CO)
39 Jurovaty rd	John Casanova	project completed without permit approvals	letter sent 2-7-23 phone call 2-22-23 left message	RESOLVED (PERMIT SECURED/WORK INSPECTED)
43 Times Farm Rd	Phillip Byron	recreational vehicle used for human habitation	letter sent 12-28-22 letter sent 3-1-23	RESOLVED (TRAILER REMOVED)
64 Long Hill	Build with Integrity	multiple large debris piles and no dumpster during gut remodel	citation sent 8-24-22 requested guidance from town atty 12-5-22	RESOLVED
68 Bear Swamp Rd	Aaron Edberg	recreational vehicle used for human habitation	letter sent 12-27-2022	RESOLVED NOTICE SENT 2-28-23
87 Merritt Valley Rd	Jacob & Chelecee Surdam	operating business from residence	letter sent 11-30-22 letter sent 2-9-23	RESOLVED (SPECIAL PERMIT WITH CONDITIONS ISSUES BY PZC)
117 Long Hill rd	Daniel McDonald	yard debris	letter sent 8-9-22	RESOLVED SUBSEQUENT COMPLAINT - REINSPECTION TO BE SCHEDULED
134 Wheeling	Anthony Ruggerio	Outside storage of excess tractors/junk		MONIRING
157 Wales rd	Maryanne Boucher	brought to attention 7-10-23		MONITORING IN CONJUNCTION WITH ENFORCEMENT PARTNERS
241 Lake Rd	Donald & Lisa Moser	structure under construction with no permit	letter sent 4-27-22	RESOLVED (VARIANCE GRANTED)
243 Long Hill	Mary Ellen Ouellett	abandoned house - holes in roof		NOTICE TO BE SENT
349 Route 6	Thomas & Linda Mills	delapadated fence	letter sent on 4-18-22 letter sent on 2-6-23	RESOLVED (CONDITIONS ADRESSED)

ADDRESS	NAME	NATURE OF COMPLAINT	ACTION TAKEN	CURRENT STATUS
517 Route 6	Genovese	outstanding zoning violation	served Notice to Correct 11-30-22	ONGOING. CORRESPONDENCE SENT 9.7.23
605 Route 6	George Hatem	RVs eyesore poor condition in front of property by road	letter sent on 4-5-22	RESOLVED - TRAILER REMOVED
664 Route 6	Steve Barnett	storage of junk on property	letter sent on 4-5-22 cease & desist order certified mail 11-14-22 blight and housing letter sent 3-8-23 meeting with town atty 3-8-23 sent letter with notice of violation, housing ordinance, hearing procedure 4-3-23	met with owner, monitoring progress - bi-weekly meetings requested waste removal manafest 11-30-22 sent information of blight order, ehhd violation order, cease & desist order to town atty 3-21-23 ON GOING
85 Lake Rd	Michael Beckwith & Chesney Mcomber	construction without permit	letter sent july 18	RESOLVED. PERMIT SECURED AND WORK APPROVED
92 Merritt Valley Rd	Todd & Amanda Eller	2 abandon vehicles	letter sent 7-20-23	LETTER SENT 7.20 - OWNER AGREED TO 9.30 COMPLIANCE
131 Route 6	Patrick Lynch Ct Meditaton Society	unapproved Special Permit use	email sent july 20 2023	LETTER SENT OUT TO P.LYNCH/NO RESPONSE/FOLLOW UP BY 9.30
80 Shoddy Mill	Mountain of Worship			NO ACTION TAKE AS YET. LETTER TO GO OUT BY 9.30
357 Lake Road	Grimaldi	unpermitted structure	email sent 09.5	WITHOLDING C OF O ON PRIMARY STRUCTURE
tbd Times Farm Rd		unpermitted business	looking into matter	



Long Term Disability Insurance

A guide to your benefits

You've made a good decision in choosing Anthem[®] Life

Plan Sponsor: REGIONAL SCHOOL DISTRICT 8
Policy: 068861E
Class: 27
Class Description: Andover Town Employees

anthem.com

Life and Disability products are underwritten by Anthem Life Insurance Company. [®]ANTHEM is a registered trademark of Anthem Insurance Companies, Inc.

This Group, on behalf of itself and its participants, hereby expressly acknowledges its understanding this policy constitutes a contract solely between this Group and Anthem Life Insurance Company, which is an independent corporation operating under a license from the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans, (the “Association”) permitting Anthem Life Insurance Company to use the Blue Cross and/or Blue Shield Service Mark in Connecticut and that Anthem Life Insurance Company is not contracting as the agent of the Association. This Group further acknowledges and agrees that it has not entered into this policy based upon representations by any person other than Anthem Life Insurance Company and that no person, entity, or organization other than Anthem Life Insurance Company shall be held accountable or liable to this Group for any of Anthem Life Insurance Company’s obligations to the Group created under this policy. This paragraph shall not create any additional obligations whatsoever on the part of Anthem Life Insurance Company other than those obligations created under other provisions of this agreement.

Section I.	Your Certificate of Coverage
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<u>Long Term Disability Insurance</u>
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Anthem Life Insurance Company

Post Office Box 182361
Columbus, Ohio 43218-2361
1 (800) 551-7265

DLS A 0205 C

Introduction

Anthem Life Insurance Company certifies that it has issued a Group Policy insuring certain eligible employees of the Plan Sponsor.

This Certificate describes the benefits provided as of the effective date. For purposes of effective dates and ending dates under the Policy, all days begin at 12:01 a.m. and end at 12:00 midnight at the Plan Sponsor's address.

Certain terms of the Group Policy which affect Your insurance are contained in the following pages. Anthem Life has written this Certificate in plain English. However, a few terms and provisions are written as required by insurance law. Anthem Life urges You to read Your Certificate carefully and keep it in a safe place.

If the terms and provisions of the Certificate (issued to You) are different from the Policy (issued to the Plan Sponsor), the Policy will govern. Your coverage may be cancelled or changed in whole or in part under the terms and provisions of the Policy.

The Group Policy was issued in the Commonwealth of Connecticut. Its laws and rules will govern in resolving any questions about the Group Policy, except to the extent that the Policy may be governed by the Employee Retirement Income Security Act of 1974, as amended (ERISA).

While You remain insured, this booklet is Your Certificate of insurance. It replaces any prior booklet or Certificate given to You for the types of insurance described here. It is void and of no effect if You are not entitled to or have ceased to be entitled to the insurance coverage. Many of the provisions of this Certificate are interrelated, and You should read the entire Certificate to get a full understanding of Your coverage. This Certificate also contains exclusions, so please be sure to read this Certificate carefully.

Anthem Life Insurance Company

Administrative Office
P.O. Box 182361
Columbus, OH 43215-2361



William J. Smith
President

Fraud: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

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Schedule of Benefits

About this Schedule

This Schedule of Benefits shows highlights of the coverage available under the Group Policy. Final interpretation of all provisions and coverages will be governed by the Group Policy on file with Anthem Life Insurance Company at its Administrative Office.

Your amount of insurance is determined by this schedule.

Your Long Term Disability Benefits help to protect You from loss of income due to a Disability as defined under the Policy. Your Long Term Disability Benefits are subject to any limitations, maximums, exclusions and reductions under the Policy, including any reductions by Your Deductible Sources of Income. Refer to the Long Term Disability Insurance Benefits section for details about how Your Monthly Benefit Payment is calculated.

Long Term Disability Benefit

Benefit Percentage: **60%**

Maximum Monthly Benefit: **\$5,000**

Minimum Monthly Benefit: The minimum Monthly Benefit Payment is \$100.

Proof of Insurability means evidence satisfactory to Us of a person's health and other information related to insurability that We use which enables Us to determine whether the person can become insured, or is eligible for an increase in coverage.

Proof of Insurability is required for any amount for which application is received more than 31 days after the employee is initially eligible to purchase the insurance.

Elimination Period: The *longer* of 30 days; *or*

- until the expiration of any Employer sponsored short term disability benefits.

If You do return to work for 15 or less days during the Elimination Period, those days will interrupt the Elimination Period. However, the Disability will be treated as continuous if it is from the same or a related condition. Only those days during which You are Disabled will be used to satisfy the Elimination Period. You must complete the full 30 day Elimination Period within a total period of not more than 45 consecutive days.

Maximum Benefit Period: If you are eligible for Long Term Disability Benefits under the Policy, We will send You a Monthly Benefit Payment each month up to the

Maximum Benefit Period. Your Maximum Benefit Period is based on Your age at Disability as follows:

Social Security Normal Retirement Age duration (SSNRA)

For a disability which begins before You reach age 60, the Maximum Benefit Period will be until the Social Security Normal Retirement Age (SSNRA) as shown in the following table:

<u>Year of Birth</u>	<u>*Social Security Normal Retirement Age</u>
Before 1938	65 years
1938	65 years and 2 months
1939	65 years and 4 months
1940	65 years and 6 months
1941	65 years and 8 months
1942	65 years and 10 months
1943-1954	66 years
1955	66 years and 2 months
1956	66 years and 4 months
1957	66 years and 6 months
1958	66 years and 8 months
1959	66 years and 10 months
1960 and after	67 years

* Age at which You are entitled to unreduced Social Security benefits based on the Social Security Amendments of 1983.

For a disability which starts on or after You reach age 60, the Maximum Benefit Period will be determined according to the following table:

<u>Your Age When Disability Begins</u>	<u>Maximum Benefit Period</u>
Less than age 60	To Social Security Normal Retirement Age (SSNRA)*
Age 60	60 months or to SSNRA*, whichever is greater
Age 61	48 months or to SSNRA*, whichever is greater
Age 62	42 months or to SSNRA*, whichever is greater
Age 63	36 months or to SSNRA*, whichever is greater
Age 64	30 months or to SSNRA*, whichever is greater
Age 65	24 months
Age 66	21 months
Age 67	18 months
Age 68	15 months
Age 69 and over	12 months

Premium Contributions:

Your coverage is Non-Contributory. This means Your employer pays all of the premium for Your Long Term Disability Benefit coverage.

Additional Benefits:

- Survivor (Lump Sum)
- Vocational Rehabilitation with Work Incentive
- Workplace Modification Program
- Special Conditions

Specific information regarding the Policy and its terms may be obtained from the Plan Sponsor. The provisions, terms and conditions listed in any Policy document, including but not limited to this Certificate may be modified, amended, or changed at any time. Consent from any Insured or beneficiary is not required for such modification, amendment, or change.

DLS A 0205 C 1

Definitions

Below, the definitions of the Policy are discussed. Where these terms are used in this Certificate, unless specified otherwise, they have the meaning explained here.

Accident or Accidental means accidental bodily Injury which is sustained independently of disease, Illness, or bodily infirmity.

Act or Law means the original enactments of the Act or Law, and all amendments.

Actively at Work means that You are performing the normal duties of Your Own Occupation and working Your normal hours. You must be working the minimum number of hours per week required for the Plan Sponsor on a permanent full-time basis and must be paid regular earnings.

Your work site must be:

- at the Plan Sponsor's usual place of business; *or*
- at a location to which the Plan Sponsor's business requires You to travel.

You are not considered Actively at Work when You are off work or lose time due to Illness, Injury, Leave of Absence, Strike or Layoff. Paid days off will count as Actively at Work if You were fully capable of performing the normal duties of Your Own Occupation during the paid days off, provided that You were Actively at Work on the last working day prior to the paid days off.

Additional Benefit or Additional Provision means an addendum to the Policy which increases or limits coverage for a specified set of conditions. The provisions, limitations, and exclusions in the entire Policy will apply unless specifically stated otherwise in the Additional Benefit or Additional Provision.

Annual Earnings means Your annual salary from the Plan Sponsor in effect immediately prior to Your date of disability. Commissions, bonuses, overtime pay, and extra compensation will be excluded when determining Your salary. Annual Earnings will be determined according to the Plan Sponsor's records.

Annual Earnings will be calculated based on the lesser of Your Annual Earnings as calculated above or the premium actually received by Us.

Certificate means this document which provides a description of the coverage available under the Policy.

Claimant means a person who has filed a claim for benefits under the Policy.

Class means a grouping of Insureds based on criteria agreed on between the Plan Sponsor and Us.

Contributory means that You pay all or a portion of the premium for the coverage.

Disabled and Disability are defined in the Coverage Provisions section of this Certificate.

Disability Work Earnings are defined in the Coverage Provisions section of this Certificate.

Eligible Employee means You meet all of the following:

- You are a regular full-time employee of the Plan Sponsor, working for pay on a scheduled normal week of at least 30 hours required per week; *and*
- You perform that work at the Plan Sponsor's usual place of business, except for duties of a kind that must be done elsewhere, *and*
- You are in a covered Class named under the Policy; *and*
- You are a legal citizen or legal resident of the United States or Canada. In the case of a legal resident, the person will become ineligible for insurance if he or she leaves the United States or Canada for one hundred eighty (180) or more consecutive days.

Temporary, seasonal, or contract employees are not included as Eligible Employees under the Policy.

Eligibility Waiting Period means the continuous length of time that You must serve in an eligible Class to reach Your eligibility date and begin Your coverage. The number of days for Your Eligibility Waiting Period is determined by the Plan Sponsor.

Elimination Period means the period of continuous Disability which must be satisfied before You are eligible to receive benefits under the Policy. The Elimination Period is shown in the Schedule of Benefits of this plan and begins on the first day You meet the Definition of Disability.

If You do return to work for 15 days or less during the Elimination Period, those days will interrupt the Elimination Period. However, the Disability will be treated as continuous if it is from the same or related condition. Only those days during which You are Disabled will be used to satisfy the Elimination Period. You must complete the full 30 day Elimination Period within a total period of not more than 45 consecutive days.

Full-Time Basis means the ability to work and earn more than 80% of Your Indexed Monthly Earnings. Ability is based on capacity and not market availability.

Gainful Occupation means an occupation that is or can be expected to provide You with an income within 12 months of Your return to work that exceeds 60% of Your Indexed Monthly Earnings.

Gross Monthly Benefit means Your gross Long Term Disability Benefit as calculated from the Schedule of Benefits, prior to any reductions for Deductible Sources of Income.

Guaranteed Issue Amount means an amount of insurance for which We do not require Proof of Insurability.

Hospital or Medical Facility means a facility accredited by JCAHO (Joint Commission on Accreditation of Health Care Organizations) duly licensed by the state to provide medical evaluation and treatment of patients under the direction of an active staff of licensed physicians.

Hospitalization means being an in-patient 24 hours a day.

Illness means a sickness or disease and will include pregnancy. Disability resulting from the sickness or disease must begin while You are covered under the Policy.

Independent Medical Exam means an examination by a Physician of the appropriate specialty for Your condition at Our expense. Such examination, scheduled by Us may be used for the purpose of determining eligibility for insurance or benefits, including eligibility under the Additional Benefits or Additional Provisions, if any, associated with the Policy.

Indexed Monthly Earnings means Your Monthly Earnings adjusted on each anniversary of Monthly Benefit Payments by the lesser of 7% or the current annual percentage increase of the Consumer Price Index. Your Indexed Monthly Earnings may increase or remain the same, but will never decrease.

The Consumer Price Index (CPI-U) is published by the U.S. Department of Labor. We reserve the right to use some other similar measurement if the Department of Labor changes or stops publishing the (CPI-U).

Indexing is only used to determine Your percentage of lost earnings while You are Disabled and working, and in the determination of Gainful Occupation.

Injury means bodily injury resulting directly from an Accident and independent of all other causes, and which produces at the time of the Accident objective symptoms. The Injury must occur and Disability must begin while You are insured under the Policy. An Injury that occurs before You are covered under the Policy will be treated as an Illness for any subsequent claims.

Any Disability which begins more than 60 days after an Injury will be considered an Illness for the purpose of determining Long Term Disability benefits.

Insured means an individual covered under the Policy.

Leave of Absence means an arrangement where You and the Plan Sponsor agree that You will not be Actively at Work for a specific period of time and You are expected to be Actively at Work at the end of that period. If You become Disabled while on a Leave of Absence, Benefit Payments will be based upon Earnings as last reported and premiums paid to Us immediately prior to the beginning of the Leave of Absence. Refer to *When Your Insurance Ends* to determine how long Your coverage can be continued during a Leave of Absence.

Long Term Disability Benefits are the monthly benefits provided under the terms of the Policy.

Material and Substantial Duties means duties that:

- Are normally required for the performance of Your Own Occupation or any occupation; *and*
- Cannot be reasonably omitted or modified except that We will consider You able to perform the Material and Substantial duties if You are working or have the capability to work your normal scheduled work hours.

Monthly Benefit Payment means the amount of income replacement payable to You while You are Disabled, subject to the terms of the Policy, and after any amounts shown in the Deductible Sources of Income section of the Policy and any Disability Work Earnings have been subtracted.

Monthly Earnings means Your Annual Earnings divided by 12.

Motorized Vehicle means any self-propelled vehicle or conveyance, including but not limited to automobiles, trucks, motorcycles, ATV's, snowmobiles, tractors, golf carts, motorized scooters, lawn mowers, heavy equipment used for excavating, boats, and person watercraft. Motorized Vehicle does not include a medically necessary motorized wheelchair.

Own Occupation means the occupation that You regularly performed and for which You were covered under the Policy immediately prior to the date Your Disability began. The occupation will be considered as it is generally performed in the national economy, and is not limited to the specific position You held with the Plan Sponsor.

Part-Time Basis means the ability to work and earn between 20% and 80% of Your Indexed Monthly Earnings. Ability is based on capacity and not market availability.

Physician means:

- a person licensed to practice medicine in the jurisdiction where such services are performed; *or*
- any other person whose services must be treated as a Physician's for the purposes of the Policy according to applicable law. Each such person must be licensed in the jurisdiction where he or she performs the service and must act within the scope of that license. He or she must also be certified and/or registered if required by such jurisdiction.

Physician does not include:

- You
- Your Spouse
- Anyone employed by the Plan Sponsor, or any business partner of You or the Plan Sponsor.
- Any member of Your immediate family, including Your and/or Your Spouse's:
 - Parents;
 - Children (natural, step, or adopted);
 - Siblings;
 - Grandparents;
 - Grandchildren;
 - In-Laws.

Plan Sponsor means the employer or other organization that has entered into an agreement with Us as outlined in the Policy.

Policy or **Group Policy** means the policy issued by Us and the Plan Sponsor and described in this Certificate.

Prior Plan means the plan providing similar Long Term Disability insurance benefits carried by the Plan Sponsor on the day before the Policy's effective date with Us.

Proof means evidence satisfactory to Us that the terms and provisions of the Policy have been met. Proof may include but is not limited to: questionnaires, physical exams, or Written documentation and records as required by Us. Proof must be received by Us at Our Administrative Office. All Proof must be given at Your expense (or that of Your representative or beneficiary), unless otherwise specifically provided by the terms of the Policy. If any additional Proof is reasonably required by Us, an Insured may be required to give Us authorization to obtain such additional Proof. The following are some specific types of Proof referenced under the Policy:

Proof of Claim or **Proof of Disability** means evidence satisfactory to Us that a person has satisfied the conditions and requirements for a benefit under the Policy. The Proof must establish:

- the nature and extent of the loss or condition; *and*
- our obligation to pay the claim under the Policy; *and*

- the Claimant's right to receive payment.

Proof of Insurability means evidence satisfactory to Us of a person's health and other information related to insurability which enables Us to determine whether the person can become insured, or is eligible for an increase in coverage.

Recurrent Disability means a Disability which is related or due to the same cause(s) as a prior Disability for which a benefit was payable.

Regular Care means:

- You are under the continuing care of and personally visit a Physician as frequently as is medically required according to standard medical practice, to effectively diagnose, manage and treat Your disabling condition(s); *and*
- You are receiving appropriate treatment and care of Your disabling condition(s) which conforms with standard medical practice by a Physician whose specialty and clinical experience is appropriate for Your disabling condition(s) according to standard medical practice.

Retirement Plan means a defined contribution plan or defined benefit plan. These are plans which provide retirement benefits to employees and are not funded entirely by employee contributions.

Sign or **Signed** means the use by a person of a symbol or method with the present intention to authenticate a record. Such authentication may be executed and/or transmitted by paper or electronic media, provided it is acceptable to Us and consistent with applicable law.

We, Us, and Our mean the insurer Anthem Life Insurance Company

Wellness Programs include, but are not limited to appropriate programs for dietary and nutritional improvement, weight management, smoking cessation, abstention from excessive or illegal use of alcohol or narcotics, regular participation in exercise activities, stress management, pain management, behavioral therapy, coaching, and the regular taking of prescribed medications.

Written and **Writing** means a record which is on or transmitted by paper or electronic media which is acceptable to Us and consistent with applicable law.

You and **Your** means an Eligible Employee.

Other terms are defined elsewhere under the Policy.

DLS A 0205 C2

When Insurance Begins and Ends

This section tells how You may become insured.

Obtaining Your Insurance

To obtain insurance under the Policy, You must be an Eligible Employee and be Actively at Work.

Specific information regarding the Group Policy and its terms may be obtained from the Plan Sponsor.

If You are an Eligible Employee on the effective date of the Policy, You are eligible for insurance on that date. Otherwise, You become eligible on the first day of the month coinciding with or next following the date You satisfy the Eligibility Waiting Period.

If You have been continuously employed by the Plan Sponsor for a period of time equal to the Eligibility Waiting Period, we will waive the Eligibility Waiting Period when You enter an eligible Class. We will apply any prior period of work with the Plan Sponsor toward the Eligibility Waiting Period to determine the date You are eligible for insurance.

Enrollment

If you contribute to the cost of your Coverage:

You must apply for Your insurance if the coverage is Contributory.

An application for You to become insured must be completed on a form approved for that purpose by Us. The Plan Sponsor must send the completed application to Us at Our Administrative Office. If Proof of Insurability is required for any coverage, the completed Proof of Insurability statement must be sent to us at our Administrative Office.

If you do not contribute to the cost of your Coverage:

You must enroll for Your insurance if the coverage is not Contributory.

An enrollment form for You to become insured must be completed on a form approved for that purpose by Us. The Plan Sponsor must send the completed enrollment form to Us at Our Administrative Office.

Effective Date of Insurance

Once You have become eligible for insurance, this section tells when Your insurance will begin.

Except as explained in this section, Your insurance will begin on the first day of the Policy month coinciding with or next following the date You become eligible for such insurance.

The Plan Sponsor may require You to contribute toward the cost of Your insurance. Any such Contributory insurance will not become effective for You before You Sign a form agreeing to make those contributions. The form may be obtained from the Plan Sponsor. If You Sign the form more than 31 days after You became eligible, Your Contributory insurance will be deferred until the date We approve Your Written Proof of Insurability.

If Your coverage is **not** Contributory, Your insurance begins on the first day You are Actively at Work following the date that You become an Eligible Employee and have satisfied the Eligibility Waiting Period. An application to become insured must be completed on a form approved for that purpose by Us. The Plan Sponsor must send Your completed enrollment to Us at our Administrative Office unless We and the Plan Sponsor have agreed that the Plan Sponsor will retain the applications.

If Your coverage *is* Contributory, Your insurance begins on the first day You are Actively at Work coincident with or following *one* of the dates below:

- If Your application to become insured is completed *on or before the earliest date* on which You may become insured, Your insurance will take effect on that earliest date; *or*
- If Your application to become insured is completed *no more than 30 days* after the earliest date on which You may become insured, Your insurance will take effect on that earliest date; *or*
- If Your application to become insured is completed *more than 30 days* after the earliest date on which You may become insured, Your insurance will take effect on the date on which We have, in Writing, either approved Proof of Insurability or waived, in Writing, such requirement. Any Proof of Insurability must be provided without expense to Us.

If You are required to give Proof of Insurability for all or a portion of Your insurance, that insurance for which Proof of Insurability is required begins on the date We approve, in Writing, Your Proof of Insurability.

Delayed Effective Date of Your Insurance

If You are not Actively at Work on the date Your insurance would otherwise begin, Your insurance begins on the date You are again Actively at Work.

Proof of Insurability Provision

You must give Proof of Insurability:

- If You pay all or part of the premium for Your insurance and You apply for insurance under the Policy more than 31 days after the date You become an Eligible Employee; *or*
- If You pay all or part of the premium for Your insurance and Your insurance would increase because of a change in Your Class membership or a change in the amount of Your election and the Plan Sponsor does not tell Us in Writing about the change within 31 days after the change occurs; *or*
- If You pay all or part of the premium for Your insurance and Your insurance ended at Your request or because a premium was not paid by You and You are re-applying for coverage; *or*
- For insurance for which You pay all or part of the premium if You were entitled to coverage under the Prior Plan and You had declined coverage; *or*
- If You apply for a Long Term Disability Benefit that exceeds the Guaranteed Issue Amount, if required.

We will use the Proof of Insurability form and other information You give as Proof of Insurability to determine whether You can become insured. If the Proof of Insurability is not satisfactory to Us, the insurance for which You are required to give Proof of Insurability will not take effect. If the Proof is accepted, Your insurance will take effect on the date We approve Your Proof of Insurability in Writing

Guaranteed Issue Amount: The maximum Long Term Disability amount for which a covered person can become insured without furnishing Proof of Insurability is as stated in the Schedule of Benefits, if required.

If You are eligible for more than the Guaranteed Issue Amount as shown in the Schedule of Benefits, You will be limited to the Guaranteed Issue Amount until You give Us Proof of Insurability. If the Proof is accepted, the additional amount of insurance will take effect on the date We approve Your Proof of Insurability. Future increases will also require Proof of Insurability.

We may, at Our discretion, require that You undergo an Independent Medical Exam as part of Your Proof of Insurability.

Changes in Your Insurance

Change in Class or Earnings

The amount of Your insurance may change if:

- You become a member of a different Class; *or*

- The amount of Your Annual Earnings changes.

If the change would *increase* Your amount of insurance, the increase takes effect on the first day You are Actively at Work following the *latest* of the date:

- The change occurs; *or*
- The Plan Sponsor tells Us in Writing about a change in Class or a change in the amount of Your Annual Earnings; *or*
- We approve, in Writing, Your Proof of Insurability, if You are required to give Proof of Insurability.

If the change would *decrease* the amount of insurance, the decrease takes effect on the date of the change.

When Insurance Ends

Your insurance coverage will end on the *earliest* of the following dates:

1. The date the Policy is canceled; *or*
2. The date on which You cease to be a member of a Class under the Policy; *or*
3. The date Your employment terminates. For the purpose of this provision, employment terminates when You are no longer Actively at Work, unless due to Disability; *or*
4. The date the Policy is changed to end the insurance for Your Class; *or*
5. The last day of the period for which premium was paid, if a premium is not paid within the Policy's grace period; *or*
6. Preceding the date of Your death; *or*
7. The date Your Monthly Benefit Payments end, if You are not again Actively at Work the following day; *or*
8. The date You cease to be an Eligible Employee as defined in the Definitions of the Policy; *or*
9. You request, in Writing, for Your insurance to be terminated; *or*
10. The date You cease to be Actively at Work. However, the Plan Sponsor may continue Your insurance unless it ends due to any of the above reasons during the following periods:
 - a.) until the end of the 3rd month following the date You cease to be Actively at Work due to a temporary layoff; *or*
 - b.) until the end of the 3rd month following the date You cease to be Actively at Work due to a Leave of Absence or due to Your being called to active duty as a reservist with the U.S. Armed Forces Reserve; *or*
 - c.) during an absence from work due to a Leave of Absence that is in compliance with the Family Medical Leave Act of 1993 ("FMLA") or applicable state, family and medical leave law; *or*
 - d.) during the longest of the periods in above items (a), (b), and (c), if You cease to be Actively at Work due to Your being called to active duty as a reservist with the U.S. Armed Forces.

Any Leave of Absence must have been authorized in Writing by the Plan Sponsor. Unless otherwise specifically stated under the terms of the Policy, all premium required by the Policy must be paid in order for any continuance of insurance provision to be applicable.

If coverage is continued in accordance with the Leave of Absence provisions above, such continued coverage will cease immediately if any one or more of the following events occurs:

- the leave terminates prior to the agreed upon date; *or*
- the Policy terminates or Your employer ceases to be a associated employer with the Plan Sponsor; *or*
- You or the Plan Sponsor fail to pay premium when due; *or*
- the Policy no longer insures Your Class.

During the period that You are Disabled, Your Monthly Benefit Payments *will not* be affected by:

- termination or cancellation of the Plan Sponsor's Policy; *or*
- termination of Your coverage; *or*
- termination of Your employment; *or*
- any amendment to the Policy that becomes effective after the date You are Disabled.

Continuity of Coverage upon Transfer of Insurance Carriers

In order to prevent loss of coverage for You because of a transfer of insurance carriers, this provision will provide coverage for certain plan members as follows:

Failure to be in Active Employment Due to Injury or Illness

If You are not Actively at Work due to Injury, illness, leave of absence or temporary layoff on the date the Plan Sponsor changes insurance carriers to Anthem Life, and You were covered under the prior policy at the time the Anthem Life Policy became effective, We will provide continuity of coverage under the Anthem Life Policy. In order for this provision to apply, the prior policy must have provided similar coverage to the Anthem Life Policy.

If You are not Actively at Work due to injury, illness, leave of absence or temporary layoff on the effective date of the Anthem Life Policy, and You would otherwise be eligible to become insured under the Policy, We will provide limited coverage under the Anthem Life Policy. Coverage under this provision will begin on the Anthem Life Policy effective date and will continue until the earliest of:

- the end of the month following the date You return to active employment; *or*

- the end of any period of continuance or extension provided under the prior policy; *or*
- the date coverage would otherwise end, according to the provisions of the Anthem Life Policy.

Your coverage under this provision is subject to payment of premium.

Any benefits payable under this provision will be paid as if the prior policy had remained in force. We will reduce Your Monthly Benefit Payment by any amount for which the prior carrier is liable.

If coverage ends under this provision, or if You were not covered under the prior policy on the date that policy terminated, the Effective Date of Insurance provision under the Anthem Life Policy will apply.

No Benefits are payable under this provision for any period of Disability:

- that begins prior to this Policy's effective date; *or*
- for which benefits are paid under the prior plan; *or*
- for which benefits would have been paid under the Prior Plan in the absence of this provision.

Continuity of Coverage – Disability due to a Pre-existing Condition

We may waive the Pre-Existing Condition Exclusion of the Policy to make a benefit payment for Your Disability which is caused by, contributed by, or resulting from a Pre-Existing Condition if:

- You were insured by the prior policy at the time the Plan Sponsor changed insurance carriers to Anthem Life; *and*
- You have been continuously covered under the Policy from the effective date of the Plan Sponsor's Policy through the date Your Disability began.

In order to receive a payment, You must satisfy:

- The terms of Anthem Life's Pre-Existing Condition Exclusion; *or*
- The terms of the prior policy's pre-existing condition provision, if benefits would have been paid had that policy remained in force.

If You satisfy the terms of the Pre-Existing Condition Exclusion of Anthem Life's Policy, We will determine Your Monthly Benefit Payments according to Anthem Life Policy provisions.

If You do not satisfy the terms of the Pre-Existing Condition Exclusion of Anthem Life's Policy but You do satisfy the terms of the prior policy's pre-existing condition provision:

- Your Monthly Benefit Payment will be the lesser of:
 - The monthly benefit payment that would have been payable under the terms of the prior policy if it had remained in force; *or*
 - The monthly benefit payment according to Anthem Life's Policy provisions; *and*
- Benefits will end on the earlier of
 - The date benefits would otherwise end under the Anthem Life Policy, as described under the When Disability Benefits End provision; or
 - The date benefits would have ended under the prior policy's pre-existing condition provisions as described above, We will not make any payments.

If You do not satisfy either Anthem Life's Policy or the prior policy's pre-existing condition provisions as described above, We will not make any payments.

We will require proof that You were insured under the prior policy.

All other terms and conditions of the Anthem Life Policy will apply.

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Coverage Provisions

Description of the Coverage

The pages of this section specify when Policy benefits will be paid. Conditions governing whether, and how much benefit is paid are also discussed in this section.

To receive Policy benefits, You must be insured under the terms of the Policy, and as described in the *When Insurance Begins and Ends* section. Then, Your amounts of insurance are as shown in the Schedule of Benefits, subject to the terms of the Policy.

Definition of Disability and Disabled for Long Term Disability Insurance

Disabled and **Disability** mean during the Elimination Period and the next 36 months because of Your Injury or Illness, *all* of the following are true:

- You are unable to do the Material and Substantial Duties of Your Own Occupation; *and*
- You are receiving Regular Care from a Physician for that Injury or Illness; *and*
- Your Disability Work Earnings, if any, are less than or equal to 80% of Your Indexed Monthly Earnings.

Thereafter, Disabled and Disability mean because of Your Injury or Illness *all* of the following are true:

- You are unable to do the duties of any Gainful Occupation for which You are or may become reasonably qualified by education, training, or experience; *and*
- You are receiving Regular Care from a Physician for that Injury or Illness; *and*
- Your Disability Work Earnings, if any, are less than or equal to 60% of Your Indexed Monthly Earnings.

Your Disability must start while You are insured under the Policy.

Your loss of earnings must be a direct result of Your Injury or Illness. You will not be considered Disabled from an occupation solely due to:

- Loss, suspension, restriction or failure to maintain a professional license, occupational license, permit or certification; *or*
- Loss of earnings due to economic factors such as, but not limited to, recession, job elimination, job restructuring, temporary layoffs, pay cuts and job-sharing; *or*
- The Plan Sponsor's work schedule that is inconsistent with the normal work schedule of Your Own Occupation; *or*

- Your relationship with the Plan Sponsor or other employees of the Plan Sponsor; *or*
- Failure or inability of the Plan Sponsor to maintain the workplace in a manner consistent with the normal physical environment of Your Own Occupation; *or*
- Your inability to work more than 40 hours per week in the occupation, even if You were regularly required to work more than 40 hours per week prior to Your Injury or Illness.

Disability Work Earnings means for Long Term Disability benefits, monthly earnings which You receive while You are Disabled and working

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Long Term Disability Insurance Benefits

Long Term Disability benefits will be payable for a period of Disability in accordance with the terms of the Policy, if:

- The Disability starts while You are insured under the Policy; *and*
- The Disability continues during and past the Elimination Period; *and*
- We receive Proof of Your Disability.

The Long Term Disability Benefit and the Maximum Benefit Period are shown in the Schedule of Benefits. The Long Term Disability Benefit may be reduced in accordance with the provisions of the Deductible Sources of Income section of the Policy. The Long Term Disability Benefit will not:

- Exceed Your amount of coverage; *or*
- Be paid for longer than the Maximum Benefit Period.

You will begin to receive payments when We approve Your claim, provided the Elimination Period has been met. We will send You a payment each month for Long Term Disability benefits for any period for which We are liable.

Calculating Your Long Term Disability Benefit

Part A.

If You are Disabled and not working, or Disabled and working and Your Disability Work Earnings are less than 20% of Your Indexed Monthly Earnings.

We will use the following process to calculate Your Monthly Benefit Payment:

1. Multiply Your Monthly Earnings by 60%.
2. The maximum benefit is \$5,000 per month.
3. Compare the answer from Item 1 with the maximum benefit. The lesser of these two amounts is Your Gross Monthly Benefit.
4. Subtract from Your Gross Monthly Benefit any Deductible Sources of Income.

The amount calculated in Item 4 is Your Monthly Benefit Payment.

Part B.

If You are Disabled and working, and Your Disability Work Earnings are at least 20% but less than or equal to 80% of Your Indexed Monthly Earnings.

During the first 12 months of payments, the sum of Your Monthly Benefit Payment plus Disability Work Earnings may be less than or equal to, but not more than 100% of Your Indexed Monthly Earnings. If the sum exceeds 100% of Your Indexed Monthly Earnings, We will reduce Your payment under the Policy by the excess amount.

To determine whether the sum of Your Monthly Benefit Payment plus Disability Work Earnings is less than or equal to or exceeds 100% of Your Indexed Monthly Earnings, We will use the following process:

1. Multiply Your Monthly Earnings by 60%.
2. The maximum benefit is \$5,000 per month.
3. Compare the answer from Item 1. with the maximum benefit per month. The lesser of these two amounts is Your Gross Monthly Benefit.
4. Add Your Disability Work Earnings to Your Gross Monthly Benefit.

If the answer in Item 4 above is less than or equal to 100% of Your Indexed Monthly Earnings, Your Monthly Benefit Payment will be Your Gross Monthly Benefit minus any Deductible Sources of Income.

If the answer in Item 4 above is greater than 100% of Your Indexed Monthly Earnings, We will use the following process to calculate Your Monthly Benefit Payment.

- a. Add Your Disability Work Earnings to Your Gross Monthly Benefit.
- b. From the answer in Item a, subtract Your Indexed Monthly Earnings. If the result is zero or less, record Your answer as zero.
- c. From Your Gross Monthly Benefit, subtract the answer in Item b and any Deductible Sources of Income.

The amount calculated in Item c is Your Monthly Benefit Payment.

After 12 months of Monthly Benefit Payments, You will receive payments based on the percentage of income You are losing due to Your Disability. We will use the following process to calculate Your Monthly Benefit Payment:

1. Subtract Your Disability Work Earnings from Your Indexed Monthly Earnings.
2. Divide the answer in Item 1 by Your Indexed Monthly Earnings. The result is Your percentage of lost earnings.
3. From Your Gross Monthly Benefit, subtract any Deductible Sources of Income.
4. Multiply the answer in Item 2 by the answer in Item 3.

The answer in Item 4 is Your Monthly Benefit Payment.

We may require You to send Proof of Your monthly Disability Work Earnings each month. We will adjust Your Monthly Benefit Payment based on Your monthly Disability Work Earnings.

As part of Your Proof of Disability Work Earnings, We may require that You send Us any appropriate financial records which We believe necessary as Proof of Your income.

Minimum Monthly Benefit: The minimum Monthly Benefit Payment is: \$100

We may apply this amount toward an outstanding overpayment, as described in the Recovery of Overpayment provision.

If Your Disability Work Earnings Fluctuate

If Your Disability Work Earnings routinely fluctuate widely from month to month, We may average Your Disability Work Earnings over the most recent three months to determine if Your claim should continue.

If We average Your Disability Work Earnings, We will not terminate Your claim unless:

- during the first 36 months of Monthly Benefit Payments, the average of Your Disability Work Earnings for a three month period exceeds 80% of Your Monthly Earnings; *or*
- beyond 36 months of Monthly Benefit Payments, the average of Your Disability Work Earnings for a three month period exceeds 60% of Your Monthly Earnings.

We will not pay You for any month during which Your Disability Work Earnings exceed the amount allowable under the Policy.

Cost of Living Freeze

After the first deduction for Social Security Benefits has been made to the Long Term Disability Benefit, the Monthly Benefit Payment will not be further reduced due to any cost of living increases for Social Security Benefits. This cost of living freeze does not apply to Disability Work Earnings or to any increases in income You earn from any form of employment.

Recurrent Disability Provision for Long Term Disability

If You have a Recurrent Disability, and after Your prior Disability ended, You return to work for the Plan Sponsor for 6 months or less, We will treat Your Disability as part of Your prior claim and You do not have to complete another Elimination Period.

Your Monthly Benefit Payment will be based on Your Monthly Earnings as of the date of Your initial claim.

Your Disability, as outlined above, will be subject to the same terms and conditions of the Policy as Your prior claim.

Your Disability will be treated as a new claim if Your current Disability:

- is unrelated to Your prior Disability; or
- after Your prior Disability ended, You returned to work for the Plan Sponsor for more than 6 consecutive months.

The new claim will be subject to all of the provisions of the Policy and You will be required to satisfy a new Elimination Period.

If the Policy terminates You will not be eligible for benefits under this provision, unless You became Disabled due to the Recurrent Disability prior to the Policy termination.

Period of Disability extended by a new condition

If a period of Disability is extended by a new condition while You are receiving Monthly Benefit Payments, then the extension of the period of Disability will be treated as a part of the same continuous period of Disability, subject to the same Maximum Benefit Period. All other requirements, limitations and exclusions of the Policy will apply to the new condition as well as to the original cause of Disability.

When Long Term Disability Benefits End

Monthly Benefit Payments end on the first to occur of the following dates:

1. You are no longer Disabled under the terms of the Policy; *or*
2. You are no longer receiving, accepting or following Regular Care from a Physician; *or*
3. The Maximum Benefit Period from the Schedule of Benefits ends; *or*
4. The period specified in the Long Term Disability Limitations provision of the Policy ends, if that section applies; *or*
5. Preceding the date of Your death; *or*
6. We ask You for Proof that You are still Disabled, if We do not receive Proof of Disability within 31 days of Our request; *or*
7. We ask You for details about Your Deductible Sources of Income, including Your tax returns, if You do not give Us details within 31 days of Our request; *or*
8. We ask You to be examined by:
 - a Physician; *or*
 - a health care professional,if You do not reasonably cooperate with the examiner or if You unreasonably decline to be examined; *or*
9. You work, unless You are working as part of a Vocational Rehabilitation Program approved by Us; *or*
10. Your Disability Work Earnings exceed the amount allowable under the Policy; *or*
11. You cease to reside in the United States or Canada. If You are outside the United States or Canada for a total period of 6 months or more during any 12 consecutive months of Monthly Benefit Payments, You will be considered to have ceased to reside in the United States or Canada; *or*
12. You refuse to try or attempt work with the assistance of
 - Modifications to Your work environment, functional job elements or work schedule; *or*

- Adaptive equipment or devices, that a qualified Physician has indicated will accommodate the limiting factors of the Injury or Illness for which You are claiming benefits under the Policy or will enable You to perform the Material and Substantial duties of an occupation from which the Policy requires You to be considered Disabled in order to receive benefits; *or*
- 13. You are confined to a penal or correctional institution; *or*
- 14. With respect to a Mental Illness, that You are not under the continuing Regular Care of a Physician specializing in psychiatric care; *or*
- 15. With respect to Alcoholism and Drug Addiction, that You are not being actively supervised by and receiving continuing treatment from a rehabilitation center or a designated institution approved for such treatment by an appropriate body in the governing jurisdiction, or, if none, by Us; *or*
- 16. You or Your Physician fail to submit any medical or psychiatric information requested by Us; *or*
- 17. You would be able to work in Your Own Occupation on a part-time basis earning 20% or more of Your Monthly Earnings, but choose not to do so; *or*
- 18. You would be able to increase Your current earnings to more than 80% of Your Monthly Earnings by increasing the number of hours worked or the number of duties performed in Your Own Occupation, but choose not to do so; *or*
- 19. You refuse to make a good faith effort to adhere to necessary Wellness Programs that your Physician has recommended and that are generally acknowledged by Physicians to cure, improve or reduce the disabling effect of the illness or Injury for which You are claiming benefits under the Policy. We will work with your treating Physician to determine the necessary Wellness Programs, if any, in accordance with generally accepted medical standards.

We will give you 30 day's prior written notice of Our intent to apply these provisions for failure to adhere to Wellness programs to terminate Your benefits. During those 30 days You will have an opportunity to begin or resume reasonable efforts to adhere to the medically necessary Wellness Programs. We will not terminate benefits if there is no reasonable basis for believing that You will be able to return to productive employment in your Own Occupation or another Gainful Occupation on a full-time or part-time basis if You adhere to the recommended Wellness Programs.

If it is determined that You have applied for benefits under fraudulent circumstances, benefit payments will cease and the appropriate fraud defense action will be taken.

Benefits after Policy Cancellation

Cancellation of the Policy does not by itself affect Your right to receive Long Term Disability Benefits for a Disability that begins while You are insured under the Policy. You must continue to comply with all requirements of the Policy. All terms and conditions of the Policy will apply.

Premium Waiver

With respect to Long Term Disability Benefits, We do not require premiums to be paid for the period during which You are receiving Monthly Benefit Payments. Premium payments will be required during the Elimination Period and after Your Monthly Benefit Payments end, if You continue to be insured under the Policy.

This premium waiver will begin on the premium due date that falls on or next follows the date You meet all of the conditions to qualify for premium waiver, as stated above.

We will continue to waive Your premiums until the premium due date that falls on or next follows the first of the following to occur:

- The date You are no longer Disabled; *or*
- The end of the Maximum Benefit period from the Schedule of Benefits; *or*
- The date Your coverage under the Policy ends.

If You return to work and are an Eligible Employee on the date premium waiver ends, Your coverage will be continued subject to payment of the required premium. If You are not an Eligible Employee on the date premium waiver ends, Your coverage will end.

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Long Term Disability Limitations

Mental Illness, Alcoholism, Drug Addiction

Monthly Benefit Payments are limited to a maximum of 24 months during Your lifetime for Disability caused by or related to *any* of the following:

- Mental Illness; *or*
- Alcoholism; *or*
- Drug Addiction

This is not a separate maximum for each condition or for each period of Disability. This is a combined maximum for all periods of Disability and for all these conditions.

However, if You are confined to a Hospital or Medical Facility because of Disability at the end of the 24 months We will continue Monthly Benefit Payments during Your confinement and for up to 60 days after You are discharged if You are still Disabled.

If within 60 days after You are discharged You are re-confined for at least 10 consecutive days because of the same Disability, then We will make Monthly Benefit Payments during Your re-confinement and for up to 60 days after You are discharged if You are still Disabled.

Monthly Benefit Payments may end earlier than stated above in accordance with the conditions of the *When Disability Benefits End* section.

Mental Illness means any psychiatric or emotional illness or disease listed in the diagnostic and Statistical Manual. Such conditions are usually treated by a mental health provider or other qualified provider using psychotherapy, psychotropic drugs, or other similar methods of treatment. Mental Illness includes, but is not limited to, each of the following:

- Neurotic disorders such as, but not limited to, anxiety, dissociative disorders, phobias, depression and obsessive compulsive disorders; *or*
- Psychotic disorders such as, but not limited to, schizophrenia, dementia, paranoid psychosis and affective disorders; *or*
- Personality disorders such as, but not limited to, sociopathic personality; *or*
- Syndromes such as, but not limited to, organic brain syndromes, amnesia syndromes and organic delusional or hallucinogenic syndromes.

Mental Illness excludes demonstrable structural brain damage. We will not apply the Mental Illness limitation to dementia if Proof is given that the dementia is a result of stroke, trauma, viral infection, or Alzheimer's disease.

The Diagnostic and Statistical Manual is a reference work developed by the American Psychiatric Association and designed to provide guidelines for the diagnosis and classification of mental disorders. If the Diagnostic and Statistical Manual is discontinued or changed, another comparable reference may be used by Us.

Alcoholism means an addictive relationship or pattern of use of alcohol.

Drug Addiction means an addictive relationship or pattern of use of drugs, chemicals, or similar substances.

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Deductible Sources of Income

Deductible Sources of Income, except for Retirement Benefits, must be payable as a result of the same disability for which We pay a benefit. We will require You to apply for any of the Deductible Sources of Income for which You may be eligible, except for Retirement Benefits that would only be provided on a reduced basis. You may be required to sign a reimbursement agreement stating that if You receive any payments for Deductible Sources of Income, You will reimburse Us for any overpayment of benefits. You must immediately disclose to Us the amount of any retroactive payment You may receive from any of the Deductible Sources of Income.

The following are Deductible Sources of Income:

1. The amount that You receive, or are eligible to receive, under:
 - A worker's compensation law; *or*
 - An occupational disease law; *or*
 - Any other Act or Law with similar intent.
2. The amount that You receive, or are eligible to receive, as disability income payments under any:
 - state compulsory benefit Act or Law; *or*
 - governmental retirement system as a result of Your employment with the Plan Sponsor; *or*
 - veteran's Administration or any other foreign or domestic governmental agency; *or*
 - automobile liability insurance policy; *or*
 - other group insurance plan; *or*
 - any plan or arrangement of disability coverage, whether insured or not, resulting from Your employment by or association with the Plan Sponsor or any employer, or resulting from Your membership in or association with any group, association, union or other organization.
- 3a. The amount that You, Your spouse, and children receive, or are eligible to receive, as disability payments because of Your Disability under:
 - the United States Social Security Act; *or*
 - the Canada Pension Plan; *or*
 - the Quebec Pension Plan; *or*
 - any similar plan or act.
- 3b. The amount that You receive, or are eligible to receive, as retirement payments or the amount Your spouse and children receive as retirement payments because You are receiving retirement payments under:
 - the United States Social Security Act; *or*
 - the Canada Pension Plan; *or*
 - the Quebec Pension Plan; *or*
 - any similar plan or act.

4. The amount that You receive as disability payments under the Plan Sponsor's Retirement Plan. Disability payments under a Retirement Plan will be those benefits which are paid due to disability and do not reduce the retirement benefit which would have been paid if the disability had not occurred. Regardless of how the retirement funds from the Retirement Plan are distributed, We will consider the Plan Sponsor and Your contributions to be distributed simultaneously throughout Your lifetime.
5. The amount You receive as a result of any action brought under Title 46, United States Code Section 688 (The Jones Act).
6. The amount You receive from a third party (after subtracting attorney's fees) by judgment, settlement or otherwise.
7. The amount You receive under the mandatory portion of any "no fault" motor vehicle plan.
8. The amount You receive under any salary continuation or accumulated sick leave plans.
9. Commissions, severance allowance, sick pay or any similar employer sponsored paid time off where You receive income from the employer, vacation pay or any salary continuation plan.
10. Any amounts from partnership, proprietorship draws, or similar draws.

Lump Sum Payments

If You receive a lump sum payment of a Deductible Source of Income, We will deduct the lump sum from Your Monthly Benefit Payment by prorating the lump sum on a monthly basis over the time period for which the lump sum was given. If no time period is stated, the lump sum will be prorated based on the lesser of the Maximum Benefit Period or Your expected lifetime as determined by Us.

Non-Deductible Sources of Income

We will not subtract from Your Monthly Benefit Payment any income You receive from the following:

1. 401(k) plans;
2. profit sharing plans;
3. thrift plans;
4. tax sheltered annuities;
5. stock ownership plans;
6. credit disability insurance;
7. non-qualified plans of deferred compensation;
8. pension plans for partners;
9. military pension and disability income plans;

10. individual disability plans;
11. a retirement plan from another plan sponsor;
12. individual retirement accounts (IRA);

If You May Qualify for Deductible Income Benefits

When We determine that You may qualify for benefits under items 1, 2 and 3 in the Deductible Sources of Income section, We will estimate Your entitlement to these benefits. We can reduce Your payment by the estimated amounts if such benefits:

- have not been awarded or denied; *or*
- have been denied and the denial is being appealed.

Estimate and Deduction for Social Security Benefits

You must apply for benefits under the Federal Social Security Act if there is a reasonable basis for application. To apply for Social Security benefits means to pursue such benefits until You receive approval from the Social Security Administration, or a notice of denial of benefits from an administrative law judge.

We will reduce the amount of Your Monthly Benefit Payments by the amount of Social Security benefits We estimate that You, Your spouse or children are eligible to receive because of Your Disability or retirement. We will start to do this after 24 months of Monthly Benefit Payments, unless We have received:

- Proof of the approval of Your claim for Social Security Benefits; *or*
- Proof of denial of Social Security Benefits, which shows that all levels of appeal have been exhausted.

However, within 6 months following the date You became Disabled; You must:

- Send us Proof that You have applied for Social Security Benefits; *and*
- Sign a reimbursement agreement in which You agree to repay Us for any overpayments We may make to You under the Policy; *and*
- Sign a release that authorizes the Social Security Administration to provide information directly to Us regarding Your Social Security benefits eligibility.

If You do not satisfy the above requirements, We will reduce Your Monthly Benefit Payments by such estimated Social Security benefits starting with the first Monthly Benefit Payment coincident with the date You were eligible to receive Social Security benefits.

When You receive approval or final denial for Your claim for Social Security benefits as described above, You must notify Us immediately. We will adjust the amount of Your Weekly Benefit Payment. You must promptly repay Us for any overpayment.

Recovery of Overpayment

We have the right to recover any amount that We determine to be an overpayment. This includes any prior or current overpayment from any past, current or new payable claim under the Policy. An overpayment occurs if We determine that:

- The total amount paid by Us on Your claim is more than the total amount then due to You under the Policy; *or*
- Payment made by Us should have been made under another plan.

If such overpayment occurs, You have an obligation to reimburse Us in full within 60 days of Our Written notice to You.

If We do not receive reimbursement in full within 60 days, We may, at Our sole discretion, use any available legal means to collect the overpayment, including but not limited to one or both of the following:

- Taking legal action;
- Stopping or reducing any future payments under the Policy, including the Minimum Weekly Benefit or any Additional Benefit or Additional Provision benefits, which might otherwise be payable to You or any other Claimant or payee.

You must immediately disclose to Us the amount of any retroactive payment You may receive from any of the Deductible Sources of Income. We have the right to obtain any information We may require relating to Your eligibility, application or receipt of Deductible Sources of Income. You must provide Us with Your Signed authorization to obtain such information upon Our request.

Adjustment for Underpayment

If We determine that You have been paid less than You are entitled to under the Policy, We will pay You the difference in a lump sum.

Proration

Any Long Term Disability Benefit payable for less than a month will be prorated based on a 30 day month. The prorated amount may be less than the Minimum Monthly Benefit.

Awards of Damages and Right of Reimbursement

You will be required to reimburse Us for any benefits We pay to You if *both* of the following conditions are met:

1. Benefits are paid or payable under the Policy; *and*
2. You recover damages whether by action at law, settlement, or compromise from any person, organization, or legal entity that is or may be liable for any illness, Injury, or other event giving rise directly or indirectly, to the Disability for which benefits are payable.

The term damages will include all lump sum or periodic payments however designated You receive under paragraph number 2 above. The provisions of this section shall apply whether or not the person, organization, or legal entity admits liability.

If You receive damages in one or more lump sum payments instead of in monthly or weekly payments, the amount You must reimburse to Us will be based on the amount of the award pro-rated over the period benefits have been or will be paid. You must provide satisfactory Proof of the award to Us, or We will reasonably estimate the amount to be reimbursed. Our rights shall be to the first reimbursement out of all funds You, Your parents if You are a minor, or Your legal representative, is or was able to obtain under the conditions outlined above.

Your lawyer may represent Our rights of reimbursement. However, We reserve the right to:

1. Appoint another lawyer to act on Our behalf; *and*
2. Commence an action to pursue Our rights of reimbursement directly against a third party.

As an Insured, You must:

1. Agree to fully co-operate with Us in pursuing Our claim against the third party, including but not limited to the furnishing of any information, documents, or other assistance We may reasonably require.
2. Agree to notify Us of any action You have or bring against any third party.

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Additional Benefit for Survivor

We will pay a lump sum benefit to Your eligible survivor when Proof is received that You died:

- after Your Disability had continued for 180 or more consecutive days; *and*
- while You were receiving a Monthly Benefit Payment.

This Additional Benefit for Survivor will be an amount equal to three times the Last Monthly Benefit for Long Term Disability. Any Additional Benefit for Survivor will be applied first to reduce any outstanding overpayment.

We will pay the Additional Benefit for Survivor to Your legal spouse, if living. If Your spouse is not living, We will pay the Additional Benefit divided into equal shares to Your children. Children must be under age 21, unmarried, and dependent on You for support and maintenance. Children include step-children, adopted children, and foster children. If there is no person entitled to the Additional Benefit for Survivor living at the time of Your death, the Additional Benefit will be paid to Your estate. Our payment of Your estate discharges Us of all liability under this Additional Benefit to the extent of the payment, and shall be valid and effective against all claims by others representing or claiming to represent Your children. Benefits otherwise payable to a minor child may be made instead to an adult who submits Proof satisfactory to Us that he or she has assumed custody and support of the child.

Last Monthly Benefit means, for the purpose of this provision, the Gross Monthly Benefit amount paid to You immediately prior to Your death.

Additional Benefit for Vocational Rehabilitation Program

If You are Disabled and receiving Monthly Payments under the Policy, You may be eligible for Vocational Rehabilitation services.

Vocational Rehabilitation Program means a program of services that have been approved by Us for the purpose of helping You to return to work. The Vocational Rehabilitation Program may include, but is not limited to, the following services:

1. coordination with Your Plan Sponsor to assist You to return to work;
2. evaluation of adaptive equipment or job accommodations to allow You to work;
3. evaluation of possible workplace modifications which might allow You to return to work in Your Own Occupation or another job or occupation;
4. vocational evaluation to determine how Your disability may impact Your employment options;
5. job placement services, including resume preparation services and training in job-seeking skills;
6. alternative treatment plans such as recommendations for support groups, physical therapy, occupational therapy, or other treatment designed to enhance Your ability to work.

We will determine the extent to which these services may be provided. We will pay the service provider(s) for these services unless We agree to other arrangements.

The decision to offer a Vocational Rehabilitation Program will be based on:

1. Your education, training and experience;
2. Your transferable skills;
3. Your physical and mental abilities;
4. Your motivation to return to active employment;
5. the labor force demand for workers in the proposed occupation in Your geographic area; *and*
6. the expected liability for Your long term Disability claim.

Vocational Rehabilitation Program (continued)

To qualify for these services, You must:

1. have a Disability which prevents You from performing some or all of the Material and Substantial Duties of Your Own Occupation;
2. lack of skills, training, or experience You would need to perform another Gainful Occupation;
3. possess the physical and mental abilities You need to complete a rehabilitation program; *and*
4. be reasonably expected to return to active employment with the assistance of these services.

A Vocational Rehabilitation Program proposal may be made either by Us, Your Physician or You. We will prepare a written program with input from You, Your Physician, Your current employer and/or Your prospective employer.

Once the written program is approved, You will be provided services according to the Written program.

The Written program will describe:

1. the goals of the Vocational Rehabilitation Program;
2. Our responsibilities;
3. Your responsibilities;
4. the responsibilities of any third party(ies) associated with this program;
5. the expected dates of the services;
6. the expected costs of the services;
7. the expected duration of the program.

If You fail to complete Your responsibilities under a program considered appropriate by Your Physician without having Reasonable Cause, Your Monthly Benefit Payment may be reduced or discontinued.

Reasonable Cause means documented physical or mental impairments which leave You unable to take part in or complete the agreed upon program. It may also mean that You are involved in:

- medical treatment which prevents or interferes with Your taking part in or completing the program; *or*
- some other vocational rehabilitation program which conflicts with Your taking part in or completing the program developed by Us, and that program is reasonably expected to return You to active employment.

Additional Benefit for Work Incentive

If You participate in a Vocational Rehabilitation Program that is approved by Our Vocational Rehabilitation specialist, We may increase Your Gross Monthly Benefit Payment by **5%**, up to a maximum additional payment of **\$750** per month, not to exceed the Maximum Monthly Benefit as shown in the Schedule of Benefits.

The Additional Benefit for Work Incentive will end on the earliest of the following dates:

- You cease to be paid a Gross Monthly Benefit Payment;
- 12 months of Additional Benefit for Work Incentive have been paid.
- You are no longer participating in a Vocational Rehabilitation Program; or
- We determine that You are no longer eligible to participate in a Vocational Rehabilitation Program;
- Any other requirement or condition of the Policy is not met, including but not limited to those listed in the *When Disability Benefits End* section.

Additional Benefit for Workplace Modification

If You are Disabled and are receiving a Monthly Benefit Payment from Us, an Additional Benefit for Workplace Modification may be payable to the Plan Sponsor to accommodate You in returning to work. We may at our sole discretion, reimburse the Plan Sponsor for up to 100% of the reasonable costs the Plan Sponsor incurs through modifications to the workplace to accommodate Your return to work, and to assist You in remaining at work.

The amount We pay will not exceed the lesser of:

1. two times Your Monthly Benefit Payment; *or*
2. \$10,000.

To qualify for this reimbursement, You must:

1. be Disabled according to the terms of the Policy; *and*
2. have the reasonable expectation of returning to active employment and remaining in active employment with the assistance of the proposed workplace modification.

The Plan Sponsor must give us a written proposal of the planned workplace modification. This proposal must include:

1. input from the Plan Sponsor, You and Your Physician;
2. the purpose of the proposed workplace modification;
3. the expected completion date of the workplace modification; *and*
4. the cost of workplace modification.

We will reimburse the costs of the workplace modification when We:

1. approve the proposals in writing;
2. receive Proof from the Plan Sponsor that the Workplace modification is complete; *and*
3. receive Proof of the costs incurred by the Plan Sponsor for the workplace modification.

The Additional Benefit for Workplace Modification is available on a one time basis.

Additional Benefit For Special Conditions

Monthly Benefit Payments are limited to a maximum of 24 months during Your lifetime for Disability caused by or related to the conditions listed in this provision.

This is not a separate maximum for each condition or for each period of Disability. This is a combined maximum for all periods of Disability and for all of these conditions.

However, if You are confined to a Hospital or Medical Facility because of Disability after the end of the 24 months, We will continue Monthly Benefit Payments during Your confinement and for up to 60 days after You are discharged if You are still Disabled.

If within 60 days after You are discharged You are re-confined for at least 10 consecutive days because of the same Disability, then We will make Monthly Benefit Payments during Your re-confinement and for up to 60 days after You are discharged if You are still Disabled.

Monthly Benefit Payments may end earlier than stated above in accordance with the conditions of the *When Disability Benefits End* section.

Special Conditions include, but are not limited to:

1. Chronic fatigue syndrome;
2. Environmental allergic illness;
3. Headaches;
4. Fibromyalgia;
5. Fibrositis;
6. Stress-related pain;
7. Over-use syndrome;
8. Manifestations of Your condition which You tell Your Physician, that are not verifiable using tests, procedures or clinical examinations standardly accepted in the practice of medicine;
9. Musculoskeletal and connective tissue disorders of the neck and back including any disease or disorder of the cervical, thoracic and lumbosacral back and its surrounding soft tissue including sprains and strains of joints and adjacent muscles, except
 - a. arthritis;
 - b. ruptured intervertebral discs;
 - c. scoliosis;
 - d. spinal fractures;
 - e. osteopathies;
 - f. spinal tumors, malignancy or vascular malformations;
 - g. radiculopathies, document by electromyogram;
 - h. spondylolisthesis, grade II or higher;
 - i. myelopathies and myelitis;
 - j. demyelinating diseases; or
 - k. traumatic spinal cord necrosis.

Exclusions

The following exclusions apply to any and all benefits under the Policy, including any Additional Benefits or Additional Provisions unless otherwise specifically referenced.

The Policy does not cover any disabilities or loss caused by, resulting from, or related to any of the following:

1. War or an. act of war, declared or undeclared, whether civil or international;
2. Service in the armed forces, military reserves or National Guard of any country or international authority, or in a civilian unit serving with such forces;
3. Self-inflicted Injury or Illness or Your attempt to commit suicide while sane or insane;
4. Participation in any riot: **i) Participating means:** Promoting, inciting, conspiring to promote or incite, aiding, abetting or all forms of taking part in a riot, but shall not include action taken in defense of the insured person, if such actions of defense are not taken against persons seeking to maintain or restore law and order, including, but not limited to police officers and fireman. **ii) Riot means:** All forms of violence, disorder, or disturbance of the public place by three or more persons assembled together, whether or not damage to persons or property or unlawful act or acts is the intent or the consequence of such disorder, violence or disturbance.
5. Participating in, committing or attempting to commit a felony, or engaging in an illegal occupation. This exclusion applies even if You plead to a lesser charge or no contest;
6. Operating any Motorized Vehicle if Your blood alcohol concentration is in excess of the legal limit in the state in which the Accident or Injury occurred.
7. The loss was caused by the voluntary use of any controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970; as now or hereafter amended, unless prescribed by his physician for the insured;
8. Loss of professional license, occupational license or certification;
9. Any Pre-Existing condition, as further defined in the *Exclusions* section.

In addition, the Policy will not pay a benefit for any period for which any of the following applies:

1. You are no longer receiving, accepting or following Regular Care from a Physician.
2. With respect to a mental disorder, any period during which You are not under the continuing Regular Care of a Psychiatrist specializing in psychiatric care.
3. With respect to Alcoholism and Drug Addiction, any period during which You are not being actively supervised by and receiving continuing treatment from a rehabilitation center or a designated institution approved for such treatment by an appropriate body in the governing jurisdiction, or, if not, by Us.
4. You have applied for benefits under fraudulent circumstances and these circumstances resulted in a conviction of fraud.

5. You unreasonably fail to submit to an Independent Medical Exam requested by Us.
6. You are confined to a penal or correctional institution.
7. Disability results from cosmetic or reconstructive surgery, except for complications arising from such surgery, or surgery necessary to correct a deformity caused by Illness or accidental Injury.
8. You or Your Physician fail to provide any medical or any psychiatric records which We reasonably request.
9. Any period that any other requirement or condition of the Policy is not met, including but not limited to those listed in the *When Disability Benefits Ends* section.

Pre-Existing Condition Exclusion

No amount of Long Term Disability Benefit will be payable for any Disability which is caused by, contributed to by, or resulting from a Pre-Existing Condition.

A **Pre-Existing Condition** is an Injury or Illness for which You did any of the following within 3 months prior to the date on which You became insured under the Policy, whether or not that condition is diagnosed at all or misdiagnosed during that period of time:

- visited or consulted a Physician, Hospital or Medical Facility *or*
- took clinical tests or received treatment. This includes (but is not limited to) taking pills, injections or other medication to treat any condition.

This exclusion will not apply if the Elimination Period for the Disability begins after You have been insured under the Policy for at least 12 months.

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General Provisions

Assignment

You cannot assign Your rights or benefits under the Policy.

Currency

All payments made to or by Us will be made in United States dollars.

Class Membership

You may only be insured under one Class at any time.

Misrepresentation

Any statement You make in an application to become insured is a representation and not a warranty. No representation made by You in an application to become insured will be used to reduce or deny Your claim or contest the validity of Your insurance unless:

- Your insurance would not have been approved except for Your misrepresentation; *and*
- Your misrepresentation is contained in a Written instrument Signed by You; *and*
- We give You or Your representative a copy of the Written instrument that contains Your misrepresentation.

Incontestability

We will not use misrepresentations made by You in a Written application to contest the validity of the insurance with respect to which such statement was made, after such insurance has been in force prior to the contest for a period of two years during Your lifetime. This section does not prevent Us from using at any time a defense based on:

- non-payment of premium; *or*
- any other provision of the Policy; *or*
- any other defense that is allowed by law.

Misstatement of Age or Other Facts

If Your age or any other fact was misstated, We will use the correct facts to determine whether You are insured and if so, for what amount and duration.

Errors

You must be properly insured under the Policy. An error or omission by the Plan Sponsor or by Us will not cause You to become insured. An error or omission by the Plan Sponsor or by Us will not cancel insurance that should continue nor continue insurance that should end. The requirements and conditions of the Policy must be properly met for any change in the amount of Your insurance to take effect. We have the right to full recovery of any overpayments made. Such reimbursement will be required regardless of whether the overpayment occurred due to an error by Us or by You, Your representative or beneficiary, or the Plan Sponsor.

Agency

The Plan Sponsor or employer and any administrator appointed by the Plan Sponsor or employer shall not be considered Our agents for any purpose. We are not liable for any of their acts or omissions.

Changes to Policy

The Policy including this Certificate may be amended at any time by Written agreement between the Plan Sponsor and Us, without the consent of or notice to any other individual. Any amendment must be in writing and attached to the Policy. The amendment must bear the signature or a reproduction of the signature of the President, a Vice President, or Secretary of Our company.

If You are not Actively at Work on the effective date of the amendment, the effective date with respect to You will be the date that You are again Actively at Work. However, if the amendment would reduce the amount of Your insurance, the effective date with respect to You will be the effective date of the amendment.

It is understood that, if the Policy is amended during Your continuous period of Disability, the amendment will have no effect on the amount of insurance during that same continuous period of Disability.

Enforcement of Policy Terms

If at any time We do not enforce a provision of the Policy, We will still retain Our right to enforce that provision at Our option.

DLS A 0205 C9

Claim and Payment Provisions

How to Claim Benefits

Due Written Proof of Claim is required in order to receive benefits under the Policy. Claim forms are available to You or Your beneficiary on request to the Plan Sponsor. For prompt payment, it is necessary that the claim form be completed in full. For a claim for loss of life, a certified copy of the death certificate must be provided to Us.

Notice of Claim

Notice of a claim must be given within 30 days after a covered loss starts, or as soon as reasonably possible. Written notice can be given to Us at Our home office or to Our agent. Reference to a “loss” merely means that an event occurred or an expense was incurred for which a benefit is payable under the Policy. The notice must identify You along with the Group Policy number shown in this Certificate.

For a claim for loss due to Disability, You must notify Us immediately if You return to work in any capacity.

Claim Forms

When We receive the notice of claim, We will send the Claimant forms for filing Proof of loss. The needed forms may also be obtained from the Plan Sponsor. If these forms are not given to the Claimant within 15 working days, the Claimant can meet the Proof of loss requirements by giving Us a Written statement of the nature and extent of the loss within the time limit stated in the Proof of Loss section.

Proof of Disability or Other Loss

Due Written Proof of Disability or other loss must be given to Us within 90 days after such loss. Failure to furnish the Proof within that time shall not invalidate or reduce the claim if the Proof is given as soon as reasonably possible. But, unless delayed by the Claimant’s legal incapacity, the required Proof must be furnished within 2 years of the specific time. If the Policy terminates, the Claimant must give written notice and Proof of Disability or loss for a Disability or loss that began or occurred before the Policy ended within 90 days after the Policy terminated.

Proof of Disability will include information from Your Physician about Your condition. You must authorize the release of Your medical information. You must give Us any other information and items that We require to support Your claim. We reserve the right to determine if Your Proof of Disability is satisfactory in accordance with the Policy and any applicable Act or Law.

Filing Claim Forms

The Proof of Loss claim forms contain instructions as to how they should be completed and where they should be sent. Be sure to fully complete Your portion of the forms. Unanswered questions may delay the processing of Your claim.

Proof of Continuing Disability

From time to time You must give Proof satisfactory to Us at Your expense that You are still Disabled. We will ask You for this Proof at reasonable intervals. Such Proof must be provided to Us within 30 days, or as soon as reasonably possible thereafter. We will stop benefit payments if You do not give Proof satisfactory to Us that You are still Disabled. We may require You to provide Us with the name and address for any Hospital, health facility or institution where You received treatment, including all attending physicians, and to give us Your Written authorization to obtain additional medical information, including but not limited to complete copies of medical records. We may investigate Your claim at any time.

Proof of Financial Loss

We have the right to require Written Proof of Financial Loss. This includes, but is not limited to:

1. statements of Monthly Earnings and other written Proof of Your pre-disability income;
2. statements of income received from other sources while You are claiming benefits under the Policy;
3. evidence that due application has been made for all other available benefits;
4. tax returns and worksheets, tax statements, and accountant's statements; *and*
5. any other Proof that We may reasonably require.

We may perform financial audits at Our expense as often as We may reasonably require. Payment of benefits may be contingent upon Proof of financial loss being satisfactory to Us.

Payment of Claims

Upon receiving the required Proof of Disability or loss, We will pay any Disability benefits due during any period for which We are liable. Any balance remaining unpaid at the end of the period for which We are liable will be paid at that time.

Unless otherwise specifically provided by the terms of the Policy, all benefit payments will be made to:

- You, if living; *or*
- Your estate, if due to You after Your death.

If benefits are payable to Your estate, to a minor, or to a person who is incompetent, We may pay up to \$1,000 to any of Your relatives or any other person who We deem entitled to it as a result of having incurred expenses for Your maintenance, medical attendance, or burial. We will be discharged to the extent of any payments made in good faith under this provision.

Notice of Claim Decisions

We will send You Written notice of Our claim decision within 45 days after We receive due Proof of Your loss. If there are special circumstances that require more time, We will send You a Written notice within this timeframe that an additional 30 days is needed. If more time is still needed to make a claim determination, We will send You written notice during this initial 30 day extension stating the special circumstances that require an additional 30 days. If we request additional information, You will have 45 days to respond to Our request, and We will send Written notice of Our claim decision within 30 days after We receive Your response.

If the Claim is wholly or partly denied, Our notice will include:

1. Reasons for such denial;
2. Reference to specific Policy provisions, rules or guidelines on which the denial was based;
3. A description of the additional information needed to support Your claim;
4. Information concerning Your right to request that We review Our decision;
and
5. A description of Our review procedures, and time limits, and notice to You of Your right to bring a civil action.

Reconsideration of a Denied Claim

You may request Us to review Our denial of all or part of Your claim. This request must be in writing and must be received by Us no more than 180 days after You receive notice of Our claim decision. As part of this review, You may:

- Send Us written comments;
- Review any non-privileged information relating to Your claim; *and*

- Provide Us with other information or Proof in support of Your claim.

We will review Your claim promptly after receiving Your request. We will advise You of the results of Our review within 45 days after We receive Your request, or within 90 days if there are special circumstances that require more time. If We request additional information, You will have 45 days to respond to Our request, and We will send written notice of Our claim decision within 30 days after We receive Your response. Our decision will be in Writing and will include reference to specific Policy provisions, rules or guidelines on which the decision was based, and notice to You or Your right to bring a civil action.

Legal Actions

There are time limits as to when legal action can be taken to obtain Policy benefits. No legal action can be taken until 60 days after Written Proof of Loss has been given as discussed above. No legal action can be taken more than 2 years after Written Proof of Loss was required by the above terms. Legal action with respect to a claim that has been denied, in whole or in part, shall be contingent upon having obtained Our reconsideration of that claim as explained in the above Reconsideration of a Denied Claim provision.

Examinations

We may require that You undergo an Independent Medical Exam at reasonable intervals, at Our expense. No benefits will be paid beyond any date that:

- Due Proof that You remain Disabled is not provided when requested by Us; or
- You do not allow a Physician to examine You when required by Us.

If You die, We may require an autopsy, unless it is prohibited by law. Such exam or autopsy as required by this section will be at Our expense.

We may require You to be examined at Our expense by one or more Physicians, health care professionals, or vocational evaluators of Our choice. We may require examinations at any time and as often as reasonably necessary. The examinations may include such testing as We determine necessary to administer the terms and conditions of the Policy, including but not limited to medical testing and vocational testing. We will deny or stop benefit payments if You decline to be examined or if You do not cooperate with the examiner. Additionally, We reserve the right to have You interviewed by Our authorized representative.

Release of Information

You agree that We may request, and anyone may give to Us, any information, (including copies of records) about an illness, Injury or condition for which benefits are claimed, and that We may give similar information if requested to anyone providing similar benefits to You.

Discretionary Authority for Benefit Determination

We will make the final decision on claims for benefits under the Policy. When making a benefit determination, We will have discretionary authority to interpret the terms and provisions of the Policy. This discretionary authority should not be construed to limit the legal action that may be taken by an insured or beneficiary in accordance with the Legal Actions provision of the Policy, and any applicable state or federal law.

DLS A 0205 C 10

Anthem Life Insurance Company

P.O. Box 182361

Columbus, Ohio 43218-2361

1 (614) 436-0688

1 (800) 551-7265

TOWN OF ANDOVER VENDOR LICENSE

EFFECTIVE DATES OF THIS LICENSE _____ TO _____

FULL NAME Jesse Kauffman TELEPHONE # 8609709251

ADDRESS 185 Pine St Manchester CT 06040

DATE OF BIRTH 12/23/1995 AGE 27 HEIGHT 6.1 WEIGHT 265

COLOR OF HAIR Brown COLOR OF EYES Brown

DRIVERS LICENSE NUMBER 129119786 STATE OF ISSUE CT

NAME OF EMPLOYER Trinity Solar TELEPHONE # (475)2338395

ADDRESS OF EMPLOYER 7 McKee Pl, cheshire CT 06410

TYPE OF MERCHANDISE TO BE SOLD Solar Consultation's

METHOD OF DELIVERY TO CUSTOMER: TAKE ORDERS CASH & CARRY

VEHICLE THAT WILL BE USED:

MAKE VW MODEL Jetta YEAR 2015

COLOR Blue LICENSE PLATE AS-93196 STATE CT

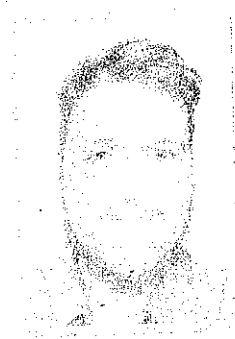
DATE 9/6/2023 APPLICANT SIGNATURE Jesse Kauffman

TOWN ADMINISTRATOR SIGNATURE _____

EVERY PERSON WHO WILL BE SELLING IS REQUIRED TO PURCHASE THIS LICENSE.

LICENSE FEE IS \$ _____ CASH OR CHECK PAYABLE TO "TOWN OF ANDOVER".

PHOTOCOPY DRIVER'S LICENSE ON BACK SIDE, MAKE COPY OF REGISTRATION GIVE ORIGINAL WITH RAISED SEAL TO VENDOR - MAKE A COPY TO KEEP IN THE OFFICE.



Jesse Kauffman
CT- East



CT Master Electric Contractor # ELC.0124054-E1
CT Home Improvement Contractor # HIC.0635520
For other jurisdictions, please visit: <http://www.trinity-solar.com/about-us/locations-and-licenses>

9/6/23

To Whom It May Concern:

Jesse Kauffman, is a Trinity employee seeking approval to solicit in Andover. We are a local solar company specializing in residential financing options, and they are a part of the division that generates leads by going door-to-door. The most prominent product we offer is a power purchase agreement for homeowners to supplement their current utility bills by using solar energy produced on their home.

Please contact me if you should have any questions

Sincerely,

Christy Bothur | CT East Field Marketing District Manager | Trinity Solar | T: (475) 233-8395
CT Corporate Location: 7 McKee Place Cheshire, CT 06410, Master Electric Contractor # ELC.0124054-E1 | CT Home Improvement Contractor #HIC.0635520

Connecticut Office
7 McKee Place
Cheshire, Connecticut 06410

1-877-SUN-3AVES
PH: 203-701-3324
Fax: 203-687-0205
www.trinity-solar.com



Jacobson

August 8, 2023

Mr. Eric Anderson, Town Administrator
Town of Andover
17 School Street
Andover, CT 06232

Re: **Proposal for Civil Engineering Design and Permit Services**
Replacement of Bridge No. 001007
Lake Road over Cheney Brook
Andover, CT

Dear Mr. Anderson:

In accordance with your request, we are pleased to submit herewith our proposal for providing civil engineering services with respect to the subject project.

This proposal is based on the following assumptions:

- A. The project will be funded with Town funds and Connecticut Department of Transportation (CTDOT) State Local Bridge Program (SLBP) funds.
- B. There are no agencies having jurisdiction, permit requirements or any other reason that would prevent the existing culvert from being replaced with a proposed precast concrete rigid frame on strip footing (piles not included).
- C. Precast products will be utilized in the design, to the extent they can, to accelerate the construction for cost savings. Structural design of precast elements will be performed by this office (NLJA).
- D. The road will be closed for the construction.
- E. A scour analysis is not included as it appears footings will be on rock.
- F. Progress pdf deliverable documents will be e-mailed to the Town whenever requested.
- G. Project will be bid in one phase; preparation of bidding documents for a separate precast materials contract is not included.
- H. The project design will be developed with the intent of bidding as a lump sum contract with approximately six unit price items for certain unknown item quantities.
- I. Proposed Metal Beam Guiderail will be carried over the culvert with field epoxied base plates welded to posts. Chain link fence for pedestrian protection is also included.



Mr. Eric Anderson, Town Administrator
Town of Andover

Re: **Proposal for Civil Engineering Design and Permit Services**

Replacement of Bridge No. 001007
Lake Road over Cheney Brook

August 8, 2023

Page 2 of 11

- J. There are existing overhead utilities at the culvert site that will need to be moved out of the way to facilitate the construction. It is anticipated that aerial utilities will be moved once, away from the road within proposed easements, and then moved back into the right-of-way after construction completion.
- K. This proposal does not include addressing any new (design, permit, approval, etc.) requirements from agencies having jurisdiction that may be enacted after the date of this proposal.
- L. The project does not fall within a Connecticut Department of Energy and Environmental Protection (CTDEEP) Natural Diversity Database (NDDB) area of concern.
- M. The project will qualify for U.S. Army Corps of Engineers' (Corps) Self-Verification (and CTDEEP 401 Water Quality Certification (WQC)) under their Connecticut (CT) General Permit expiring 12-15-2026.
- N. No environmental investigations or hazardous waste assessments are included within our scope of work.
- O. No public information meetings are included.
- P. This proposal does not include any state sales tax that may be enacted.
- Q. Services of this proposal are anticipated to be complete by the end of 2024.

Based on the foregoing, our Scope of Services is defined as follows:

Task 1 – Survey

- 1.1 Obtain the services of a certified professional wetland soil scientist to flag the wetland boundary in accordance with State and Federal criteria. Flags to be sequentially numbered in the field and shown accordingly on the drawings. We propose to utilize the services of New England Environmental Services, R. Richard Snarski, CPSS, CPESC, unless you have an objection.
- 1.2 Obtain the services a professional land surveyor to research Town of Andover Land Records to compile information that may be available to confirm property lines and right-of-way lines closest to the project and existing easement lines or other pertinent covenants or encumbrances. We propose to utilize the services of our affiliate, Land Survey & Technical Services, Inc., unless you have an objection.



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- 1.3 Obtain the services of the professional land surveyor to conduct a vertical control survey conforming to Vertical Accuracy Class V-2 and establish at least two (2) permanent benchmarks for design and construction referenced to NAVD88. Horizontal datum will be NAD83. We propose to utilize the services of our affiliate, Land Survey & Technical Services, Inc., unless you have an objection.
- 1.4 Obtain the services of the professional land surveyor to perform a field survey conforming to Topographic Accuracy Class T-2 to obtain topographic information needed for design. We propose to utilize the services of our affiliate, Land Survey & Technical Services, Inc., unless you have an objection.
- 1.5 Obtain a topographic survey worksheet at a convenient scale and an elevation contour interval of one (1) ft. depicting the planimetric features, wetland flag locations, structure elevations, ground elevations, and approximate right-of-way, easement, and property lines (as applicable). We propose to utilize the services of our affiliate, Land Survey & Technical Services, Inc., unless you have an objection.

Task 2 – Preliminary Design

- 2.1 Attend one (1) meeting on site with Town officials to review project scope and design criteria. Briefly discuss aesthetic alternatives, if any. Prepare and distribute meeting minutes.
- 2.2 Prepare project base map from information provided by the professional land surveyor.
- 2.3 Coordinate the services of a geotechnical engineer to perform subsurface investigations, geotechnical engineering evaluation, and prepare a report. We propose to utilize the services of Welti Geotechnical, P.C., unless you have an objection.
- 2.4 Utilize United States Geological Survey (USGS) StreamStats to develop design discharges.
- 2.5 Utilize U.S. Army Corps of Engineers' HECRAS hydraulic modelling computer program to select proposed waterway cross-sectional dimensions.
- 2.6 Inform Town officials of the results of hydrologic and hydraulic analyses, and proposed waterway size determination.
- 2.7 Prepare a single engineering report including the results of the hydrologic and hydraulic analyses for purposes of submission to the CTDOT SLBP with the Supplemental Application.



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2.8 Prepare a computer-generated preliminary design drawing set utilizing AutoCAD 2023 or later version and our English unit CAD standard. The primary purpose of these drawings will be for submission to agencies having jurisdiction to obtain pertinent approvals. It is anticipated that the following sheets will be prepared:

- 2.8.1 Title Sheet
- 2.8.2 Topographic Survey Plan
- 2.8.3 Demolition Plan
- 2.8.4 Roadway Plan
- 2.8.5 Roadway Profile
- 2.8.6 Erosion and Sediment Control and Planting Plan
- 2.8.7 Erosion and Sediment Control Notes
- 2.8.8 Erosion and Sediment Control Details (*including water-handling-cofferdam plan if necessary*)
- 2.8.9 Maintenance and Protection of Traffic Plan
- 2.8.10 Site Details and Notes
- 2.8.11 Bridge General Plan
- 2.9.12 Environmental Impact Plan

2.9 Identify proposed easements.

2.10 Conduct an on-site utility coordination meeting. Prepare and distribute meeting minutes.

2.11 E-mail pdf preliminary design drawings (showing proposed easement areas) to Town for review and comment.

2.12 Attend one (1) meeting on site with Town officials to review preliminary design drawings. Prepare and distribute meeting minutes. Make minor revisions.

Task 3 – Permits

3.1 Solicit review of the project site from the State Historic Preservation Office (SHPO) (including submission of appropriate executed SHPO form).

3.2 Solicit a review of the project site from Tribal Historic Preservation Officers (THPOs).

3.3 Solicit a review of the project site by the U.S. Fish & Wildlife Service (USFWS) through their IPaC website.



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- 3.4 Solicit a review of the project site by the CTDEEP Fisheries Division (including submission of appropriate executed Fisheries Consultation form).
- 3.5 Confirm that site remains outside of a CTDEEP NDDB area of concern.
- 3.6 Determine impact areas in wetlands and watercourse and depict on the proposed Environmental Impact Plan.
- 3.7 Prepare and submit (digital submission by e-mail) a Self-Verification package to the Corps under their CT General Permit expiring 12-15-2026, with e-mailed copy to CTDEEP for 401 WQC submission. Submission to Corps and CTDEEP to include:
 - 3.7.1 Executed Corps Self-Verification Notification Form
 - 3.7.2 Official endangered species list(s) from USFWS.
 - 3.7.3 Correspondence with the SHPO.
 - 3.7.4 Correspondence with the THPOs.
 - 3.7.5 Correspondence with CTDEEP Fisheries.
 - 3.7.6 NDDB map with site location shown.
 - 3.7.7 Project plans.
 - 3.7.8 Any state or local approvals obtained by this submission date.
 - 3.7.9 Existing condition photos.
- 3.8 Provide ten (10) sets of hardcopy drawings to the Town for their submission to their Inland Wetlands and Watercourses Commission (IWWC). Provide color rendering of one plan view for Town to present.
- 3.9 Attend one (1) IWWC meeting to assist in Town's presentation and attend one (1) site walk.
- 3.10 Provide one (1) set of hardcopy drawings to the Town for their submission to their Planning & Zoning Commission (PZC) for CGS 8-24 review and report.
- 3.11 Attend one (1) PZC meeting and assist in Town's presentation.

Task 4 – Final Design

- 4.1 Perform final engineering design, including structural design of precast rigid frame, and add necessary detail to the preliminary design drawings for construction, based on the Construction



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Details and Materials Section of the Connecticut Department of Transportation Form 818 (2020), and supplements.

- 4.2 Obtain a load rating of the proposed final designed structure, in accordance with the CTDOT Load Rating Manual. We propose to utilize the services of M. B. Lee Engineering, LLC, unless you have an objection.
- 4.3 Prepare a computer-generated final design drawing set from the preliminary design drawing set. It is anticipated that the following sheets will be prepared:

NLJA Drawings

- 4.3.1 Title Sheet
- 4.3.2 Topographic Survey Plan
- 4.3.3 Demolition Plan
- 4.3.4 Roadway Plan
- 4.3.5 Roadway Profile
- 4.3.6 Erosion and Sediment Control and Planting Plan
- 4.3.7 Erosion and Sediment Control Notes
- 4.3.8 Erosion and Sediment Control Details (*including water-handling-cofferdam plan if necessary*)
- 4.3.9 Maintenance and Protection of Traffic Plan
- 4.3.10 Site Details and Notes
- 4.3.11 Bridge General Plan
- 4.3.12 Foundation Plan and Details
- 4.3.13 Bridge Details
- 4.3.14 Wingwall Details
- 4.3.15 Parapet Details
- 4.3.16 Figures for Dates on Bridge Parapets

CTDOT Standard Drawings

- 4.3.17 Temporary Precast Concrete Barrier Curb
- 4.3.18 MASH W-Beam Hardware
- 4.3.19 Metal Beam Rail (R-B MASH) Guiderail
- 4.3.20 R-B End Anchorage Type I and II
- 4.3.21 Metal Sign Posts and Sign Mounting Details
- 4.3.22 Signs for Construction and Permit Operations
- 4.3.23 Construction Sign Supports and Channelizing Devices



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- 4.4 Prepare Project Manual to include boilerplate specifications (CSI Division 0) based generally on Engineer's Joint Contract Document Committee masters, and to include State of Connecticut Department of Labor Prevailing Wage Rates, State of Connecticut Commission on Human Rights and Opportunities (CHRO) requirements, funding agency requirements, and (technical) specifications.
- 4.5 Submit boilerplate specifications to the Town for submission to their attorney and insurance agent for review and approval. Make minor revisions.
- 4.6 Prepare final design opinion of probable construction costs (FDOPCC). Submit summary to Town.
- 4.7 Submit 95% final design construction documents (drawings and Project Manual) to the Town for review and comment.
- 4.8 Conduct one (1) virtual meeting with Town to review their comments on 95% final design construction documents and FDOPCC. Make minor revisions to final design documents to make 100% construction documents.
- 4.9 Prepare a Supplemental Application package and submit to the CTDOT SLBP to include the following:
 - 4.9.1 Cover letter
 - 4.9.2 Executed Supplemental Application
 - 4.9.3 Drawings
 - 4.9.4 Specifications
 - 4.9.5 Opinion of Probable Construction Costs
 - 4.9.6 Load rating documents
 - 4.9.7 Permits
 - 4.9.8 Easements
 - 4.9.9 Utility coordination
 - 4.9.10 Hydraulic (and hydrologic) design report
 - 4.9.11 Proposed project schedule
 - 4.9.12 Municipal meeting minutes (Town to provide)
 - 4.9.13 Municipal certifications (Town to provide)
 - 4.9.14 Engineer certifications

Task 5 – Additional Services

- 5.1 Preparation of a CTDOT SLBP Supplemental Application Time Extension Request submission.



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- 5.2 Pile or other deep foundation design.
- 5.3 Land use permits, or related work, other than what is included in this proposal.
- 5.4 Work associated with the coordination, negotiation and/or procurement of easements (temporary or permanent) including research, computations, and preparation of easement maps.
- 5.5 Bidding, construction administration or construction inspection services.
- 5.6 Provide services above and beyond those services specifically provided for in this proposal.

It is our understanding that you will cooperate with us in providing those items or services specifically listed herein as being necessary to the performance of our services, and to the extent feasible, furnish or loan to us reference material and all other information pertinent to the subject project that would be useful to us in performing our services. Specifically, you will provide and/or pay as Additional Services for the following:

- Item A: Arrange for and provide access for us to enter upon the property, as necessary, for us to perform our services.
- Item B: Application/permit/advertising fees, including reproduction costs for permit submissions.
- Item C: Services of a laboratory, biologist, herpetologist, or other specialty consultant if required by agencies having jurisdiction.
- Item D: PowerPoint presentations.
- Item E: Attend public information meetings.
- Item F: Scour analysis.
- Item G: Should the Project require a Corps Pre-Construction Notification, participate in and present project at a remote Inter-Agency Coordination meeting with CTDOT, Environmental Protection Agency, Corps and CTDEEP. Prepare PowerPoint presentation and seek CTDOT approval of draft prior to presentation. Make CTDOT requested revisions to presentation.
- Item H: Easement appraisal services, and easement grantor compensation.



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We propose to provide our services for the following **Total Lump Sum Fee:**

<u>Professional Service or Expense</u>	<u>Engineering</u>	<u>Consultant or Other Expense</u>	<u>Task Total</u>
Task 1 – <i>Survey</i>			\$9,520
Engineering	\$320		
Soil Scientist		\$500	
Land Surveyor		\$8,700	
Task 2 – <i>Preliminary Design</i>			\$50,320
Engineering	\$40,000		
Soil Scientist.....		\$320	
Geotechnical Report.....		\$10,000	
Task 3 – <i>Permits</i>			\$11,900
Engineering	\$11,900		
Task 4 – <i>Final Design</i>			\$56,900
Engineering	\$46,900		
Load Rating Engineer.....		\$10,000	
Totals			
	\$99,120	\$29,520	\$128,640
Total Lump Sum Fee			\$128,640

We propose to provide any other services, beyond the services defined in the tasks above, as authorized by the Town, on an hourly rate basis plus reimbursement for out-of-pocket expenses (with no mark-ups). These services will be billed as additional services and will not be included in the fees listed above. The additional services fee shall be based on hourly rates for the type of personnel involved in performing the service multiplied by the total hours devoted to performing said services by each type of personnel.



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2023 Hourly Rates for Services Rendered

<u>Personnel Category</u>	<u>Hourly Rate</u>
Principal Engineer, P.E.	\$162/hr - \$168/hr
Senior Engineer, P.E.	\$138/hr - \$141/hr
Staff Engineer	\$92/hr - \$117/hr
Geologist & Environmental Analyst	\$133/hr - \$144/hr
Construction Inspector	\$109/hr - \$117/hr
CADD Technician	\$106/hr - \$112/hr
Technical Assistant	\$65/hr

The hourly rates listed above shall remain in effect through the end of 2023. These rates shall be reviewed at the end of this and subsequent calendar years and, effective January 1 of every year thereafter, they will be adjusted to reflect current operating costs.

In providing services under this agreement, Nathan L. Jacobson & Associates, Inc. will endeavor to perform in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

If this proposal is acceptable to you, please sign the proposal and return a pdf of at least the signature page. This proposal is valid until December 31, 2023.

We look forward to being of continued service to the Town of Andover. If there are any questions, please feel free to contact me.

Very truly yours,

NATHAN L. JACOBSON & ASSOCIATES, INC.

J. Howard Pfrommer, P.E.
President



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Accepted: Town of Andover, Connecticut

By: _____
(Authorized signature)

(Please print)

Date: _____

JHP/jhp

cc: Cathie B. Couture
Joseph M. Dillon, P.E.
Geoffrey L. Jacobson, P.E.
DocStar

STATE FUNDED GRANT CONTRACT

Between

DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

**450 Columbus Boulevard, Suite 5
Hartford CT 06103 (860) 500-2300**

And

GRANTEE: Town of Andover

ADDRESS: 17 School Road, Andover, CT 06032

CONTACT: Eric Anderson, Town Administrator

GRANT AMOUNT: \$100,000.00

State: \$100,000.00

MATCHING FUNDS: \$0

GRANT NUMBER: FY24-Legislative Grant-00015

FUNDING PERIOD: July 1, 2023 – June 30, 2024

DATE ISSUED: July 1, 2023

Section I: Purpose. Pursuant to Public Act number 23-204, grant funds in the amount of \$100,000.00 are granted to the Grantee noted above to support the FY24 Legislative Grant application and the budget contained therein.

Section II: Payment. Payment of said grant will be made in one installment, contingent upon the availability of funds, and compliance with reporting requirements on any other Department of Economic and Community Development (“DECD”) grants in place. Grant shall not exceed \$100,000.00.

Section III: Unexpended Grant Funds. In the event Grantee closes or substantially reduces or suspends operations, Grantee shall return all unexpended grant funds to the DECD. Grantee shall notify DECD in writing within thirty days in the event that it closes or substantially reduces or suspends operations. Such unexpended grant funds shall be returned to DECD within thirty days of said notice.

Section IV: Credit. In any news release or printed material promoting this grant-funded program, prominent credit must be given to the DECD by including the following phrase, *“with the support of the Department of Economic and Community Development.”*

Section V: Use of Funds. Grants funds will be expended for the project as described in Section I according to the application budget and within the period of the Agreement unless a written request for a change is made and approved by DECD before the end date of the agreement. Unexpended funds must be returned to DECD within the timeframe and in the manner established in Section VI, below.

Section VI: Reporting. Expenditure of grant funds is to take place within the funding period defined above. Within sixty (60) days after the end of the funding period, Grantee agrees to provide to DECD a written program evaluation narrative and financial report in a format to be specified by DECD. Any unspent grant funds will be returned to DECD with the written financial report, in the form of a check made payable to *Treasurer, State of Connecticut.*

Section VII: Audit Requirements. The Grantee must comply with the Conn. Gen. Stat. §§ 7-396a and 396b, and the State Single Audit Act, §§ 4-230 – 4-236, and regulations promulgated thereunder. The Grantee agrees that all fiscal records pertaining to the project shall be maintained for a period of not less than three (3) years. Such records shall be made available to the state and its auditors upon request.

(a) For purposes of this Agreement, “Perform” shall mean all acts and things of the Grantee and Grantee Parties, severally and collectively, that are necessary or appropriate to fulfill or accomplish this Agreement fully, according to its terms. For purposes of this Agreement, the verb “to Perform” includes all parts of speech. Further, for purposes of this Agreement, “Records” means all working papers and such other information and materials as may have been accumulated by the Grantee in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form. For purposes of this Agreement, “Claims” means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

(b) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State’s Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Grantee’s and Grantee Parties’ plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement.

(c) The Grantee shall maintain, and shall require each of the Grantee Parties to maintain, accurate and complete Records. The Grantee shall make all of its and the Grantee Parties’ Records available at all reasonable hours for audit and inspection by the State and its agents.

(d) The State shall make all requests for any audit or inspection in writing and shall provide the Grantee with at least twenty-four (24) hours’ notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

(e) The Grantee shall keep and preserve or cause to be kept and preserved all of its and Grantee Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Grantee shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

(f) The Grantee shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Grantee shall cooperate with an exit conference.

(g) The Grantee shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Grantee Party.

(h) **Audit Requirements for Recipients of State Financial Assistance.** For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Agency for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

Section VIII: Executive Orders and Other Enactments.

- (a) All references in this Agreement to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Agreement at any time during its term, or that may be made applicable to the Agreement during its term. This Agreement shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Applicant is not relieved of its obligation to perform under this Agreement if it chooses to contest the applicability of the Enactments or the DECD'S authority to require compliance with the Enactments.
- (b) This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Agreement as if they had been fully set forth in it.
- (c) This Agreement may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Agreement as if fully set forth in it.

Section IX: Non-Discrimination. References in this section to "Contract" shall mean this Agreement and references to "Contractor" shall mean the Grantee.

- (a) For purposes of this Section, the following terms are defined as follows:

- (1) “Commission” means the Commission on Human Rights and Opportunities;
- (2) “Contract” and “contract” include any extension or modification of the Contract or contract;
- (3) “Contractor” and “contractor” include any successors or assigns of the Contractor or contractor;
- (4) “Gender identity or expression” means a person’s gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person’s physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person’s core identity or not being asserted for an improper purpose.
- (5) “Good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) “Good faith efforts” shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- (7) “Marital status” means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- (8) “Mental disability” means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association’s “Diagnostic and Statistical Manual of Mental Disorders”, or a record of or regarding a person as having one or more such disorders;
- (9) “Minority business enterprise” means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- (10) “Public works contract” means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms “Contract” and “contract” do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

(b) 1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness,

unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g)

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees

State Funded Tourism Grant rev. 2.22.23

to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(i) Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box:

EA

Section X: Campaign Contribution and Solicitation Prohibitions.

For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

Section XI: Termination. This Agreement shall remain in full force and effect for the entire term of the contract period unless terminated by DECD.

(a) Notwithstanding any provisions in this Agreement, DECD, through a duly authorized employee, may Terminate the Agreement whenever DECD makes a written determination that such Termination is in the best interests of the State. The DECD shall notify the Grantee in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Grantee must complete its Performance under the Agreement prior to such date.

(b) Notwithstanding any provisions in this Agreement, DECD, through a duly authorized employee, may, after making a written determination that the Grantee has breached the Agreement, Terminate the Agreement.

(c) DECD shall send the notice of Termination via certified mail, return receipt requested, to the Grantee at the most current address which the Grantee has furnished to DECD for purposes of correspondence, or by hand delivery. Upon receiving the notice from DECD, the Grantee shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to DECD all Records. The Records are deemed to be the property of DECD and the Grantee shall deliver them to DECD no later than thirty (30) days after the Termination of the Agreement or fifteen (15) days after the Grantee receives a written request from DECD for the Records. The Grantee shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.

(d) Upon receipt of a written notice of Termination from DECD, the Grantee shall cease operations as DECD directs in the notice, and take all actions that are necessary or appropriate, or that DECD may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which DECD directs the Grantee to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Grantee shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments. For the purposes of this Agreement, "Goods" means all things which are movable at the time that the Contract is effective and which includes, without limiting this definition, supplies, materials and equipment.

(e) The DECD shall, within forty-five (45) days of the effective date of Termination, reimburse the Grantee for its Performance rendered and accepted by DECD, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Grantee to complete. However, the Grantee is not entitled to receive and DECD is not obligated to tender to the Grantee any payments for anticipated or lost profits.

(f) Upon Termination of the Agreement, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Agreement shall survive such Termination to the extent not otherwise limited in the Agreement and without each one of them having to be specifically mentioned in the Agreement.

(g) Termination of the Agreement pursuant to this section shall not be deemed to be a breach of contract by DECD.

Section XII: Nonwaiver and Sovereign Immunity:

(a) If the State does not exercise, or delays in exercising, or exercises in part any of the State's rights and remedies set forth in this Agreement for the curing or remedying of any default or breach of covenant or condition, or any other right or remedy, in no event shall such non-exercise, delay or partial exercise be construed as a waiver of full action by the State or a waiver of any subsequent default or breach of covenant or condition.

(b) The parties acknowledge and agree that nothing in the Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this section conflicts with any other Section, this Section shall govern.

Section XIII: Indemnification

(a) The Grantee shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims (all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum) arising, directly or indirectly, in connection with the Agreement, including the acts of commission or omission (collectively, the "Acts") of the Grantee or Grantee Parties (a Grantee's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Grantee is in privity of oral or written contract and the Grantee intends for such other person or entity to Perform under the Agreement in any capacity); and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts, or the Agreement. The Grantee shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Grantee's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Grantee's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

(b) The Grantee shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.

(c) The Grantee shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Grantee or any Grantee Parties. The State shall give the Grantee reasonable notice of any such Claims.

(d) The Grantee's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the Grantee is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

(e) The Grantee shall carry and maintain at all times during the term of the Agreement, and during the time that any provisions survive the term of the Agreement, sufficient general liability insurance to satisfy its obligations under this Agreement. The Grantee shall name the State as an additional insured on the policy and shall provide a copy of the policy to DECD prior to the effective date of the Agreement. The Grantee shall not begin Performance until the delivery of the policy to DECD. The DECD shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that DECD or the State is contributorily negligent.

(f) The Grantee hereby agrees to indemnify and hold harmless the State from and against any liabilities, losses, damages, costs, or expenses, including attorneys' fees, arising out of or in connection with the presence of hazardous waste relating to the Project (or the Collateral, as more fully described below if any), or any lien or claim under Conn. Gen. Stat. § 22a-452a, as amended, or other federal, state, or municipal statute, regulation, rule, law, or proceeding relating to environmental matters. Such indemnity shall survive payment in full of the Funding, and termination and/or release of the Project Documents and/or foreclosure of the Mortgage or realization on the Collateral (if any).

(g) This section shall survive the Termination of the Agreement and shall not be limited by reason of any insurance coverage.

Section XIV: Protection of Confidential Information.

(a) Grantee and Grantee Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

(b) Each Grantee or Grantee Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

- (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
- (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
- (3) A process for reviewing policies and security measures at least annually;
- (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
- (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

(c) The Grantee and Grantee Parties shall notify DECD and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Grantee or Grantee Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Grantee shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, DECD and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Grantee at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Conn. Gen. Stat. § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Grantee's costs and expenses for the credit monitoring and protection plan shall not be recoverable from DECD, any State of Connecticut entity or any affected individuals.

(d) The Grantee shall incorporate the requirements of this Section in all subcontracts requiring each Grantee Party to safeguard Confidential Information in the same manner as provided for in this Section.

(e) Nothing in this Section shall supersede in any manner Grantee's or Grantee's Party's obligations pursuant to the Health Insurance Portability and Accountability Act (HIPAA) or the provisions of this Agreement concerning the obligations of the Grantee as a Business Associate of DECD.

(f) For purposes of this section, (1) "Confidential Information" shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific

individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that DECD classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public; and (2) "Confidential Information Breach" shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (a) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (b) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (c) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (d) if there is a substantial risk of identity theft or fraud to the client, the Grantee, DECD or the State.

Section XV: Breach

(a) If either party breaches the Agreement in any respect, the non-breaching party shall provide written Notice of the breach to the breaching party by overnight or certified mail, return receipt requested, to the most current address the breaching party has furnished for the purposes of correspondence and afford the breaching party an opportunity to cure within thirty (30) days from the date that the breaching party receives the notice. In the case of a Grantee breach, DECD may set forth any period greater or less than thirty (30) days, so long as such time period is otherwise consistent with the provisions of this Agreement (for the purposes of this paragraph, the time period set forth by the non-breaching party shall be referred to as the "right to cure period"). The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure, but the nature of the breach is such that it cannot be cured within the right to cure period.

(b) In the event of a breach, DECD may require the Grantee to prepare and submit to DECD a Corrective Action Plan in connection with an identified breach. The Corrective Action Plan shall provide a detailed explanation of the reasons for the cited deficiency(ies), the Grantee's assessment or diagnosis of the cause, and a specific proposal to cure or resolve the deficiency(ies). The Grantee shall submit the Corrective Action Plan within ten (10) business days following the request for the plan by DECD and is subject to approval by DECD, which approval shall not unreasonably be withheld. Notwithstanding the submission and acceptance of a Corrective Action Plan, Grantee remains responsible for achieving all Performance criteria. The acceptance of a Corrective Action Plan shall not excuse prior substandard Performance, relieve Grantee of its duty to comply with Performance standards, or prohibit DECD from pursuing additional remedies or other approaches to correct substandard Performance.

(c) The written notice of the breach may include an effective Termination date. If the identified breach is not cured by the stated Termination date, unless otherwise modified by the non-breaching party in writing prior to such date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Termination date, the non-breaching party shall be required to provide the breaching party no less than twenty four (24) hours written notice prior to terminating the Agreement, such notice to be provided in accordance with the Notice section herein.

(d) If DECD reasonably and in good faith determines the Grantee has not Performed in accordance with the Agreement, DECD may withhold payment in whole or in part in an amount reasonably related to the

non-Performance pending resolution of the Performance issue, provided that DECD notifies the Grantee in writing prior to the date that the payment would have been due.

(e) Notwithstanding any provisions in this Agreement, DECD may Terminate this Agreement with no right to cure period for Grantee's breach or violation of any of the provisions in the Section concerning Representations and Warranties and revoke any consent to assignments given as if the assignments had never been requested or consented to, without liability to the Grantee or Grantee Parties or any third party.

(f) Termination under this Breach section is subject to the provisions of the Termination Section in this Agreement.

Section XVI: Representations and Warranties. The Grantee represents and warranties to the State that:

(a) it is duly and validly existing under the laws of its state of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Agreement. Further, as appropriate, it has taken all necessary action to authorize the execution, delivery and Performance of the Agreement and has the power and authority to execute, deliver and Perform its obligations under the Agreement;

(b) it will comply with all applicable State and Federal laws and municipal ordinances in satisfying its obligations to the State under and pursuant to the Agreement.

(c) the execution, delivery and Performance of the Agreement will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;

(d) it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental agency (federal, state or local) from the administration of federal or state funds;

(e) as applicable, it has not, within the three (3) years preceding the Agreement, in any of its current or former jobs, been convicted of, or had a civil judgment rendered against it or against any person who would Perform under the Agreement, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records or property, making false statements, or receiving stolen property;

(f) it is not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;

(g) it has notified DECD in writing whether it has had any contracts with any governmental entity Terminated for cause within the three (3) years preceding the Effective Date;

(h) it has not employed or retained any entity or person, other than a bona fide employee working solely for it, to solicit or secure the Agreement and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for it, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Agreement or any assignments made in accordance with the terms of the Agreement;

(i) to the best of its knowledge, there are no Claims involving the Grantee that might reasonably be expected to materially adversely affect its businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Agreement;

(j) it shall disclose, to the best of its knowledge, to the State in writing any Claims involving it that might reasonably be expected to materially adversely affect its businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Agreement, no later than ten (10) Days after becoming aware or after it should have become aware of any such Claims;

(k) it is able to Perform under the Agreement using its own resources;

(l) it has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;

(m) if applicable, it has a record of compliance with Occupational Safety and Health Administration regulations without any unabated, willful or serious violations;

(n) it owes no unemployment compensation contributions; and

(o) it is not delinquent in the payment of any taxes owed, or, that it has filed a sales tax security bond, and it has, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes.

Section XVII: General Terms and Conditions

(a) **Cancellation Clause:** This Agreement shall remain in full force and effect for the entire term of the contract period unless cancelled by DECD due to the Grantee's inability to fulfill the terms of the Agreement as described in Section I or the Grantee's cessation of operations. DECD reserves the right to recoup any prior payment if this Agreement is terminated by either party.

(b) **Schedule:** The Grantee agrees that the project for which this grant has been made shall be completed no later than the contract expiration date. If the Grantee's project cannot be completed by the end date of the Agreement, the Grantee shall request an extension of the Agreement in writing at least ninety (90) days before such date. DECD in its sole discretion may approve such request which shall be provided to the Grantee in writing. Expenses incurred after the end date of the agreement shall not be eligible for reimbursement unless an extension has been approved in writing by DECD.

(c) **Assignment:** The Grantee shall not assign any of its rights or obligations under the Agreement, voluntarily or otherwise, in any manner without the prior written consent of DECD and the approval of the Connecticut Attorney General. DECD may void any purported assignment in violation of this section and declare the Grantee in breach of Agreement. Any Termination by DECD for a breach is without prejudice to DECD's or the State's rights or possible Claims. This shall not prohibit the Grantee from employing qualified personnel who shall work under Grantee's direct supervision.

(d) **Amendments, Supremacy, and Entirety of Agreement:** No amendment to or modification of this Agreement shall be valid or binding unless made in writing, signed by the parties and approved by the Connecticut Attorney General. Any and all documents authorized in connection with this Agreement shall be subject to the terms of this Agreement. This Agreement contains the complete and exclusive statement of the terms agreed to by the parties.

(e) **State Liability:** The State of Connecticut shall assume no liability for payment of services under the terms of this Agreement until the Agreement has been accepted by DECD and, if applicable, approved by the Office of Policy and Management (OPM) and by the Connecticut Attorney General.

(f) **Choice of Law and Forum:**

1. The parties deem this Agreement to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Grantee waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

2. Notwithstanding the above, the Grantee agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Grantee further agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

(g) **Setoff:** The State, in its sole discretion, may setoff and withhold (1) any costs or expenses, including, but not limited to, costs or expenses such as overtime, that the State incurs resulting from the Grantee's unexcused breach under the Agreement and under any other agreement or arrangement that the Grantee has with the State and (2) any other amounts of whatever nature that are due or may become due from the State to the Grantee, against amounts otherwise due or that may become due to the Grantee under the Agreement, or under any other agreement or arrangement that the Grantee has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the Grantee's or Grantee Parties' breach of the Agreement, all of which shall survive any setoffs by the State. The State's right of setoff and right to withhold are not the State's exclusive remedies for Grantee's Breach, all of which remedies survive any setoffs and withholdings by the State.

Section XVIII: ACCEPTANCE OF GRANT TERMS AND CONDITIONS

FOR THE GRANTEE:

Eric Anderson
Signature of Grantee's Authorized Official

8/29/2023
Date signed

Eric Anderson
Printed name of official signing above

Town Administrator
Printed title of official signing above

FOR THE DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT:

Elizabeth Shapira
Signature of DECD's Authorized Official

8/29/2023
Date signed

Elizabeth Shapiro
Printed name of official signing above

Director of Arts, Historic Preservation and Museums
Printed title of official signing above

This Agreement having been reviewed and approved, as to form, by the Connecticut Attorney General, it is exempt from review pursuant a *Memorandum of Agreement* between the State of Connecticut, Department of Economic and Community Development and the Connecticut Attorney General dated May 12, 2022, as may be amended from time to time.



TOWN OF ANDOVER
17 School Road, Andover CT 06232

**REQUEST FOR PROPOSALS:
TOWN CENTER MULTI-USE TRAIL MASTER PLAN**

The Town of Andover is issuing this Request for Proposals for the development of a master plan for a multi-use trail connecting several municipal and community facilities in Andover Center.

Bid Proposal Data:

RFP#:

Title: **Town Center Multi-Use Trail Master Plan**

Issue Date: September 15, 2023

Bid Proposals Timeframe:

RFP Issued: September 15, 2023

Optional Site Visit: Tuesday, September 26, 2023 10:00 a.m. – Convene at Andover Town Hall, 17 School Road, Andover CT 06232

RFP Responses Due: Thursday, October 12, 2023 1:00 p.m.

Responses Sent to: Town Administrator's Office
17 School Road
Andover CT 06232

Questions Sent to: John Guskowski, Town Planner
via email: planner@andoverct.org

I. Introduction

The Town of Andover, acting through the Town Administrator's Office, is actively seeking proposals from qualified firms to develop a master plan and preliminary civil engineering drawings for a multi-use trail that will connect the Town's government campus on School Street with the Hop River Trail near State Route 6 as well as the Town's primary recreation facility at Long Hill Road and Riverside Drive. The plan will involve a review of existing facilities and properties, an analysis of alternative pathways, a public engagement process, the development of a conceptual master plan for the trail, and the development of engineering designs and specifications sufficient to allow the Town to pursue construction funding for implementation.

The Town of Andover does not have dedicated pedestrian or bicycle facilities to connect the Hop River State Park Trail (East Coast Greenway) south to the town municipal campus. The town would like to connect its Town Hall, Fire House, Elementary School, and planned Community/ Senior Center (construction now underway) on School Road with the Hop River State Park Trail (East Coast Greenway). This connection would also connect to the Percy Cook Trail (hiking and mountain biking). The town is seeking to assess several alignments/alternatives to develop a master plan to connect these important town facilities to the Hop River State Park Trail via a multi-use trail. The study would immediately serve town residents as well as the region in providing trail head parking as well as connections to trail side services. The connection will also complement investment in pedestrian and bicycle improvements that are under construction on the north side of the Hop River State Park Trail connecting the town's athletic fields, elderly housing, Andover Public Library and commercial area to the trail. Providing public access to the Hop River Trail for residents and for trail users is of critical importance to the town because connecting the town core with the Hop River State Park Trail is essential to the vitality of Andover and the appeal of the region itself. This master plan will build upon the previous efforts and determine how best to connect Andover's core to the trail. This will also enable the town to implement a Safe Routes to School Program.

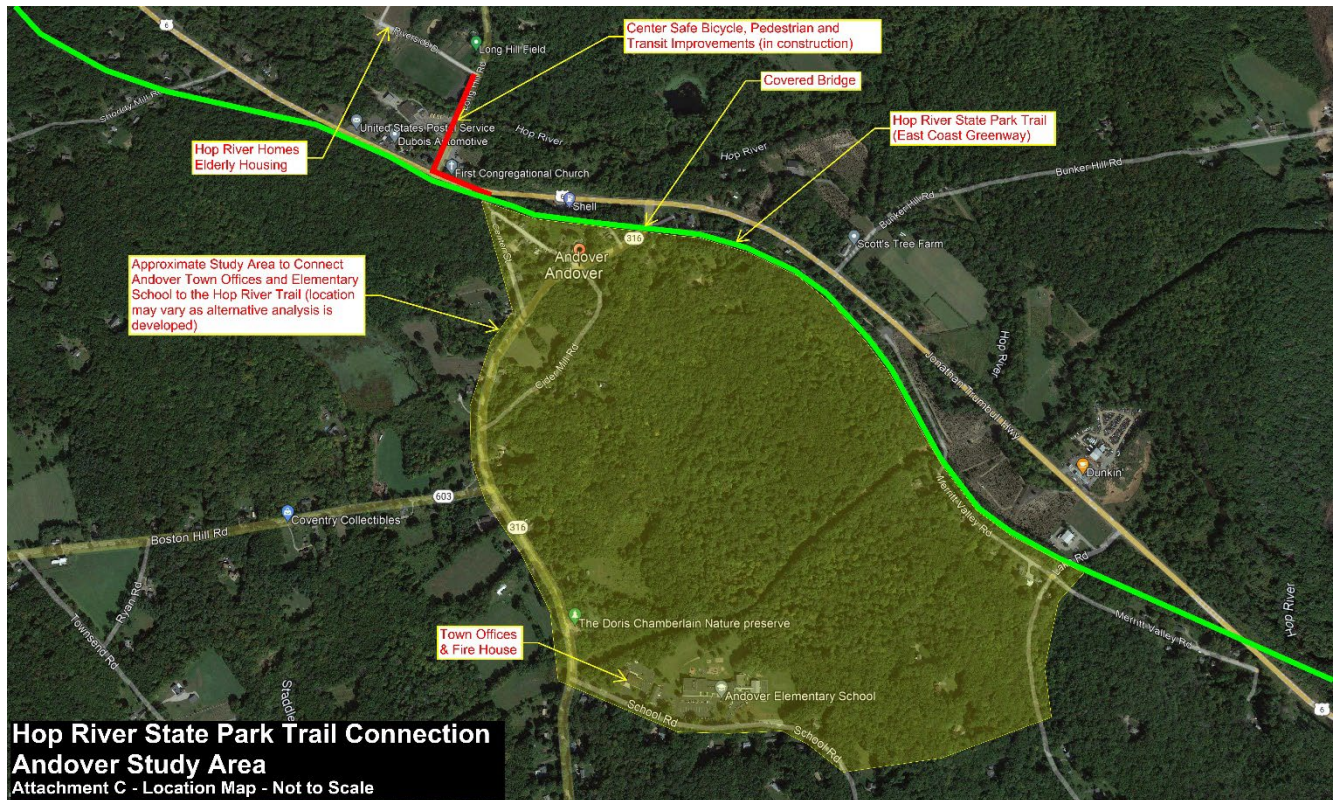
This area has been identified as a priority in the Andover Complete Streets Plan which is part of the 2015 Plan of Conservation and Development. This area is also part of the CRCOG on-road bike map for Andover. Route 316 in this area is a narrow state road with poor site lines, narrow shoulders that most residents consider an impediment to non-motorized travel.

II. The Study Area

The Town of Andover is a small, suburban community of approximately 3,200 residents in eastern-central Connecticut. The Town has overwhelmingly characterized by single-family homes on larger, suburban or rural lots with a very limited commercial presence, largely along State Route 6 that bisects the town in a easterly-to-northwesterly direction. Route 6 also separates the two major areas of municipal facilities – with the Town Hall/School/Community/Senior Center/Fire Station on the north side of the State Road and the Library/Recreation Complex on the south side.

Andover was one of the first rural communities to adopt a Complete Streets Master Plan in 2016 and formally adopt it as part of its Plan of Conservation & Development. This requires the town to consider Complete Streets as part of any municipal improvement. As a small community, there are limited opportunities for mass transit, so rural sustainability is about alternative transportation and making the community more interconnected, walkable and bikeable. In 2018 the Long-Term Planning Committee surveyed residents about what amenities they used and supported. 70% indicated they used the Hop River State Park Trail and wanted easy access to it.

The subject area for the trail master plan is shown below. The Town owns a significant portion of the land between the Town Hall complex and the Hop River Trail, and the on-road options are a combination of state and local roads.



III. Objectives

The purpose of this request for proposals is to develop a master plan for a multi-use trail to connect the two major areas of municipal facilities as well as to the Hop River State Park Trail and thereby to guide municipal investments and prepare the project for implementation via future grant funding. Specific outcomes include:

- 1) Develop an understanding of project objectives and the facilities to be connected, as well as the projected scope of trail utilization (volume and demographics);
- 2) Identification of 2-3 potential pathways for a multi-use trail to use on- or off-road connections to link the municipal and state facilities;
- 3) Reviewing, in consultation with Town staff and stakeholders, the various costs and benefits of alternative pathways, including preliminary consultation with State Department of Transportation staff where use of State right-of-way would be necessary;
- 4) Public engagement and presentation to ensure Andover residents and stakeholders are informed of this analysis and have opportunities to contribute to decision-making; and
- 5) Development of a consensus multi-use trail path and details, along with associated mapping, renderings, preliminary engineering plans and operation and maintenance details.

IV. Scope of Services

The selected firm will be responsible for the following:

- a. Developing an existing conditions understanding, reviewing the current resources, facilities, and property ownership between the municipal and state resources to be connected;
- b. Develop an understanding of the physical constraints of development of potential trail locations, including wetlands, floodplain, easements, environmental concerns, or right-of-way constraints;
- c. Identification of 2-3 multi-use trail alternatives, which may include on- and off-street components;
- d. Develop a draft Master Plan for the multi-use trail for review by the Town project team;
- e. Conduct one or more public information sessions intended to share existing conditions reporting and findings from initial Master Plan stages and to gather input on a final Master Plan;
- f. Develop final proposed Master Plan, including draft Operations & Maintenance Plan and cost estimates for implementation; and
- g. Prepare preliminary engineering drawings for physical improvements of the multi-use trail that would be suitable for use in grant or funding applications for “shovel ready” projects.

Deliverables:

- a. Multi-Use Trail Master Plan
- b. Operations & Maintenance Plan
- c. Preliminary construction drawings for physical improvements

V. Selection Criteria

Without limiting the ability of the Board of Selectmen to consider and evaluate all responses, the current criteria for selection of the successful proposer includes the following:

- a. The specialized experience of the individuals or firm and assigned personnel on similar projects, with specific attention drawn to landscape architecture and civil engineering;
- b. The firm’s understanding of and technical approach to the project;
- c. The firm’s ability to effectively coordinate public participation and market such efforts on behalf of the Town;
- d. The ability of the firm and its subconsultants and support staff to work effectively with the Town and its project team;
- e. The firm’s schedule, including milestones showing any public involvement and deliverables, as well as the firm’s demonstrated ability to perform the work in a timely manner;
- f. Clarity, organization, and effective presentation of the proposal;
- g. Review of listed references;
- h. Proposed fee schedule or fee schedule methodology.

The Town plans to invite a very short list of 2-3 responding firms for an interview based on a review of the written proposals. The responding firms should plan to make staff available to participate in an interview either in person or virtually.

VI. Submittal Requirements

Proposals submitted must include the following information:

1. A transmittal letter signed by the appropriate officer of the firm offering the proposal and certifying that the proposal and any cost projection included will remain in effect for 90 days after the due date.
2. A concise and complete description of the work to be performed, including:
 - a. An explanation of the firm's understanding of the project, its approach to the work, the key issues to resolve, and the level of detail that can be accomplished for the master plan project for the proposed budget.
 - b. A detailed work program and time schedule for the project, including any milestones for review of the project status with the project advisory committee.
 - c. A list of personnel who will be assigned to the project, including resumes for professionals expected to provide at least 20% of the person-hours on the project. Support staff contracted by the responding firm for this project should also be included for review and consideration.
 - d. A description of similar projects the firm has been involved with, including client references.
3. A fee schedule for the services, and/or a method for fee schedule development. Please note that evaluation and subsequent award of a resultant contract is not based solely or even primarily on fee. Rather, evaluation will be based primarily on the qualifications of the responding firm, with fee considerations as a secondary factor. If the selected firm, as a result of interviews and clarifications, needs to adjust proposed fee schedule, the Town will undertake that negotiation following selection.

There will be an optional pre-bid site visit held on Tuesday, September 26 at 10:00 a.m., with interested parties convening at Andover Town Hall.

Proposals shall be submitted no later than Thursday, October 12, 2023 at 1:00 p.m. and submitted to the Town Administrator's Office, Andover Town Hall, 17 School Road, Andover, CT 06232. One hard copy original and three (3) copies of the proposal shall be included in the submission.

VII. General Terms and Conditions

This Request for Proposals is believed to be accurate as of the date of release.

The Town of Andover reserves the right to reject any or all proposals, to negotiate with one or more respondents, and to modify or reissue the Request for Proposals as needed to serve the best interest of the Town.

DRAFT

Pmt Ref Number	Pmt Date	Pmt Amt	Invoice ID	Inv Date	Inv Amt	Discount	Net Paid	Payment Message	Agency	Agency Phone	Business Unit	Voucher ID	Vendor ID	Payee Name	SETID	Pmt Method	Last 4 of Bank Acct
02035707	9/2/2023	100000.000	FY24-Legislative Grant-00015	8/29/2023	100000.000	0	100000.000	FY24-Legislative Grant-00015	Econ. & Community Development	(860)500-2423	ECDM1	00058118	0000000001	TOWN OF ANDOVER TOWN TREASURER	STATE	ACH	*5096

Good morning Eric

Vehicles being registered in other states to avoid Connecticut MV taxation is considered the fastest growing form of taxation evasion in Connecticut. It is also a personal pet peeve of mine and something I worked vehemently over the last decade to draw attention to and attempt to address and resolve.

MVS that are registered with the CT DMV are delivered to the assessor annually for valuation and taxation. Anyone who owns a motor vehicle that, most commonly leaves from and returns to CT, and it is not registered with the CT DMV, is required to report those vehicles to our office annually on Form M-15 (copy attached) for taxation (and this includes both vehicles that are registered in other states or not registered at all).

These owners of taxable property are on the honor system and required to report those to us. For those who do not, if we become aware of them, and can document them with photographs, we can add them to the tax rolls with a 25% penalty for failure to declare.

When we do locate a MV not registered in CT and believe it to be most commonly located in Andover, we begin by sending them what we call an "out of state MV letter" (copy attached). This letter explains CT MV taxation and their responsibility to declare the taxable property.

If they fail to comply with this letter and Form M-15, we estimate as to the correct MV assessment and add a 25% penalty.

Additionally, the assessor's office has been working cooperatively with the town clerk's office on this issue as well. When the town clerk issues a dump pass to an out of state vehicle, they provide our office with a copy of that registration. We then research where they reside in Andover and sent them the aforementioned out of state MV letter.

I should also note that any veterans who are residents of another state and are stationed in CT pursuant to military orders are allowed to maintain their resident state license plates and cannot be taxed while forced to be in CT. This goes for their spouse as well. Also, Andover does have some out of state residents who own homes on the lake and come here on weekends. Lastly, our office has experienced zero cooperation from the Board of Assessment Appeals when we have added taxable property, then the property owner appealed to the BAA, and the BAA deleted the assessment. For example, just this past 2022 Grand List, I placed an assessment of \$75,000 on STAMM Construction for three construction vehicles located on RT 6

right next to Andover Auto Parts (see photos)





Heavy duty machines like this are taxable as Personal Property Construction equipment or MVS if they are registered. I photographed them in early July but STAMM claimed they were not here on October 1, 2022 and we replied, “ok, tell us what town you are in and where you are being taxed for these” and they said “Newington” but we confirmed Newington was not taxing these. Furthermore, I researched with the CT DMV (because you need a permit to move machines this large) and I was able to prove STAMM was issued a permit to remove them from Andover to Newington on December 21, 2022. (see attached document that PROVES they were here on 10/1/2022)

STAMM appealed to the BAA and said “they were not here on 10/1/2022” and the BAA deleted the \$75,000 assessment.

After we put a significant amount of time & effort, research & investigation, as well as back & forth with the property owner, it was all wiped out in a matter of minutes. This truly takes all the wind out of our sails and makes us feel like our efforts are fruitless.

Finding the taxable out of state MVS, documenting them (with photographs so it will stand up under appeal in Court), and proving taxable liability takes enormous resources. Several municipalities in CT have hired outside services like MTS (Municipal Tax Services) who drive

around the town with vehicles that have “plate readers” mounted on their cars and they run the plates to find the owners names and then research if those people own real estate in that municipality. MTS works on commission only gets paid for any vehicles in which they find. They split the tax 50/50 with the town for the current year(s) it gets added and then the town keeps 100% of any future years taxes.

If any Andover residents are aware of MVS bearing out of state plates and they are always located here in Andover, they may inform our office by phone, email, or regular mail and we will investigate it.

However, the bottom line is, CT law is broken in regards to taxing MVS and who should be enforcing “registration compliance”. At the end of the day, this is a “law enforcement issue” because when you live in CT, CT General Statutes Sec. 14-12 requires you to register your MVS within 90 days. Police officers can issue a summons and the vehicle owner can be fined up to \$1,000. Assessors lack the resources and law enforcement tools to adequately address this growing form of tax evasion. States like Montana have attorneys who will set up a Montana LLC for you to register your MVS to and then CT assessor have no “person” to chase and bill. Here is one such attorney’s website bosting of tax evasion:

<https://heggenlawoffice.com/tax-free-montana-vehicle-registration/>

When I say this is a pet peave of mine, I have worked tirelessly to both draw attention to the issue and work towards a resolution. In cooperation with the Connecticut Association of Assessing Officers (CAAO), I have been pushing the CT legislature to come up with a resolution to the problem or provides towns with new laws or mechanisms for enforcement.

The CAAO got Len Besthoff to do a three part series on the issue back in 2015 and here is a link to one of those:

<https://www.nbcconnecticut.com/investigations/maine-offenders-drivers-seek-to-skirt-taxes/2046430/>

In 2016, I lobbied for a “state wide mill rate” on MVS so that every person in CT would have the same tax bill in every town. At the time, Hartford had a 70-ish mill rate compared to Greenwich having an 11 dollar mill rate. The same Toyota Camry in Hartford paid \$1,400 versus \$220 in Greenwich. This was important because another MV issue is people intentionally registering their car in Greenwich (at a friend or relative’s house) to take advantage of the \$11 mill rate. While we were unsuccessful on a “state wide mill rate” we did get Public Act 16-3 passed which said no mill rate can be greater than 32 mills which at least narrowed that issue.

In 2017 I had HB 5305 raised to create a Task Force to study the issue and recommendation on enforcement actions. This bill died.

I had a law passed in Section 556 of the 2017 Budget bill (Public Act 17-2) which stated that if an assessor locates an out of state vehicle in their jurisdiction, they can contact DMV and DMV will assist them with tracking down the owners information (name, address, and vehicle info & VIN).

However, the following year, in Public Act 18-164, DMV was able to get the legislature to repeal the bill I had passed in 2017 and DMV has refused to assist assessors even though DMV has a "Law Enforcement" division and when you click on their webpage, it states they are responsible for six things in which number 5 is "registration enforcement".

https://portal.ct.gov/dmv/commercial-and-industry-services/get-commercial-safety-inspection?language=en_US

I initiated this CT News Junkie article from July of 2019 hoping to generate traction at the Capitol:

https://ctnewsjunkie.com/2019/07/26/20190726_out-of-state_vehicle_registration_is_a_mushrooming_problem/

I brought back the Task Force idea in 2019 and PA 19-924 created a "Task Force" to study this issue and while I was one of the individuals actually appointed to this Task Force, other legislators never made their appointments, therefore, the Task Force never met and never turned out a report.

I brought back the Task Force idea again in 2021 and PA 231-261 once again created a Task Force to study the issue and once again, the legislature failed to make all the appointments, or appoint a chairman, and the Task Force never met or compiled a report.

In 2022, I initiated this story in the Connecticut Inside Investigator which was by far the most detailed accounting on the issue.

<https://insideinvestigator.org/driving-force-the-uncertain-future-of-connecticuts-vehicle-tax/>

These were some of my past efforts & actions but not all of them. This remains a serious problem and as long as residents can register out of state with zero law enforcement, we cannot ensure a fair administration of the local property tax.

Respectfully,

John Chaponis, Assessor

Town of Andover

Office of the Assessor
17 School Road, Andover, CT 06232



September 7, 2023

XXXXXX
XXXXXX
XXXXXX

RE: VIN: XXXXXX
XXXXXX ANDOVER CT 06232

Dear Motor Vehicle Owner:

Our office recently became aware that you have motor vehicles bearing out of state plates that may commonly leave from and return to a Connecticut location.

Please be advised that, in accordance with Connecticut General Statutes Sec. 12-71b(g)

(g) Any motor vehicle which is not registered in this state shall be subject to property tax in this state if such motor vehicle in the normal course of operation most frequently leaves from and returns to or remains in one or more points within this state, and such motor vehicle shall be subject to such property tax in the town within which such motor vehicle in the normal course of operation most frequently leaves from and returns to or remains, provided when the owner of such motor vehicle is a resident in any town in the state, it shall be presumed that such motor vehicle most frequently leaves from and returns to or remains in such town unless evidence, satisfactory to the assessor in such town, is submitted to the contrary.

Furthermore, in accordance with C.G.S. Sec. 12-41, any owner of a motor vehicle that is not registered with the Connecticut DMV must report those vehicles to the local assessor annually on the **Personal Property Declaration (Form M-15)**. Said declaration is due no later than November 1st annually.

Failure to file Form M-15 by the due date requires our office to estimate as to the correct assessed value and add a 25% assessment penalty. I have enclosed a copy of Form M-15 for your convenience.

Should you have any questions, or if there are any circumstances in which we are unaware, please do not hesitate to contact me.

Respectfully,

Roberta Dougherty
Assistant Assessor

17 School Road, Andover, Connecticut 06232
Phone: (860)742-7305 Fax: (860)742-7535 Email: Assistantassessor@andoverct.org
Hours: Monday 8:15-7:00, Tuesday, Wednesday & Thursday 8:15-4:00, Friday Closed

Town of Andover

17 School Road, Andover, CT 06232
Phone (860) 742-7305 x5 Fax (860) 742-7535 Email assistantassessor@andoverct.org

TO:

Deliver declaration to:

Town of Andover
Assessor's Office
17 School Road
Andover, CT 06232

DO NOT DISREGARD THIS FORM IT MUST BE FILED ANNUALLY WITH THE ASSESSOR'S OFFICE

2023 Declaration of Personal Property - MV FORM Andover, Connecticut

Filing Requirement – This declaration must be completed and filed with the Assessor of the town where the personal property is located. Declarations of personal property shall be made annually. Writing "Same as last year" is not acceptable.

Penalty for late filing – Failure to file timely will result in a penalty equal to 25% of the assessment of the personal property. This declaration must be filed or postmarked (as defined in C.G.S. Sec 1-2a) no later than: **November 1, 2023**

Extension: The Assessor may grant a filing extension *for good cause* (CGS §12-42). If a request for an extension is needed, you need to contact the Assessor in writing by:

WEDNESDAY, NOVEMBER 1, 2023

If you no longer own the personal property assessed in your name last year or moved the property out of this town, you must return this declaration to the Assessor and provide information related to the name of the new owner of the property or to where you moved the property (see below). **Otherwise, the Assessor must assume that you still own and have failed to declare your taxable personal property.**

AFFIDAVIT OF SALE OF PERSONAL PROPERTY

I _____ of _____
Owners name Mailing Address City, State, and Zip
With regards to personal property do so certify that on _____ Date Said property was (indicate which one by circling):
SOLD TO: Name Address
And/Or
Moved TO: City/Town and State to where camper was moved Address

The signer is made aware that the penalty for making a false affidavit is a \$500.00 fine or imprisonment for one year or both.

Signature

Date

Print name

2023 Personal Property Declaration – Motor Vehicle Form

For Owners of non-Connecticut registered or non-registered vehicles such as vehicle types listed below

List or Account #: _____ Assessment date October 1, 2023
 Owner's Name: _____ Required return date November 1, 2023
 Address _____ Location of personal property in this town. _____
 City/State/Zip _____
 Phone / Fax () / () E-Mail _____

Covv and attach additional sheets if needed for additional vehicles

#9 MOTOR VEHICLES Unregistered motor vehicles (e.g. campers, RV's, snowmobiles, trailers, trucks, passenger cars, tractors, off-road construction vehicles, etc.) **INCLUDING ANY VEHICLE GARAGED IN THIS TOWN BUT REGISTERED IN ANOTHER STATE OR ANOTHER CONNECTICUT TOWN, OR ANY SUCH VEHICLE NOT REGISTERED.**

ASSESSOR'S USE ONLY

Describe your personal property located in this town below:

Vehicle type: Camp Trailer Travel Trailer Park Model Motor Home Fifth Wheel
 Pick-up Camper, slide-on Pick-up Camper, chassis-unit Slide Outs
 Motorcycle Motor Scooter Snowmobile
 Golf Cart Off-road construction vehicle Passenger Car

Registered No Yes – give town and state: _____ Marker Plate: _____

Purchase Date: _____ Purchase Price: _____

Vehicle Description and Information
Year: _____
Make: _____
Model: _____
Body: _____
Color: _____
VIN: _____

Additional Description for Truck/Trailer/Campers
 Length: _____
 Width: _____
 Weight: _____
 Engine Type: _____
 Chassis: _____
 Brake System: _____

VALUE \$	#9	
#25 – Penalty for failure to file as required by statute – 25% of assessment	#25	
Assessor's Final Assessment Total >		

Personal Property Declaration Affidavit

This form must be signed (and in some cases witnessed) before it may be filed with the Assessor.
 Avoid Penalty - Notarize Personal Property Declaration signed by agent.

I DO HEREBY declare under penalty of false statement that all sections of this declaration have been completed according to the best of my knowledge, remembrance, and belief; that it is a true statement of all my personal property liable to taxation; and that I have not conveyed or temporarily disposed of any estate for the purpose of evading the laws relating to the assessment and collection of taxes.

Owner's Signature _____ Date _____
 Owner's Signature (print owner's name on line below) _____

 Print or type owner's name

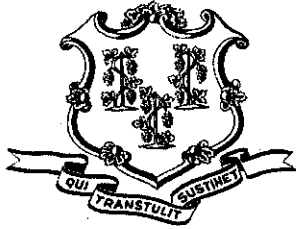
I DO HEREBY declare under oath that I have been duly appointed agent for the owner of the property listed above and that I have full authority and knowledge sufficient to file a proper declaration for him in accord with the provisions of §12-50 C.G.S.

Agent's Signature _____ Date _____
 Agent's Signature (print agent's name on line below) _____

 Print or type agent's name

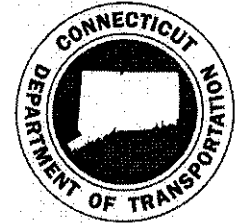
Witness of agent's sworn statement
 Subscribed and sworn to before me - _____ Date _____
 Assessor or staff member, Town Clerk, Justice of the Peace, Notary or Commissioner of Superior Court

The Personal Property Declaration must be signed above and delivered to the Assessor of this town or USPS postmarked (as defined in C.G.S. Sec 1-2a) by Wednesday, November 1, 2023– a 25% Penalty required for failure to file as required.



**State of Connecticut
Department of Transportation**

2800 Berlin Turnpike, P.O. Box 317546 - Newington, CT 06131-7546
Phone: 860-594-2880 - Email: dot.osowpermits@ct.gov - Website: ct.gov/dot/osow



Route Authorization

Single Trip & Return

PERMIT EFFECTIVE DATES: 12/21/2022 to 12/23/2022

Route Authorization Number: 22355006300
for Permit Number: 22122019405

Date Issued: 12/21/2022 8:22:44AM

Carrier: **STAMM CONSTRUCTION CO., INC**
15 HOLMES ROAD NEWINGTON, CT 06111

Transmit To: Fax: (860)666-0456

USDOT #: 644801

Vehicle/Load Information

Load Description	Overall Dimensions	Overhangs	Overweight Information
Bulldozer	Length: 64' 11"	Front: 0' 0"	Number of Axles: 6
<input checked="" type="checkbox"/> Return Oversize	Width: 10' 8"	Rear: 0' 0"	Number of Loaded Axles: 6
	Height: 13' 6"		Max Permitted Weight: 120000

Vehicle	Year	State	License #	VIN	Make	Light Weight	Registered Weight	Length
Truck	2009	CT	K64022	1XKDD4EX49J252364	KENWORTH	19770	80000	
Trailer	1	1989	CT V4502	4DFW04831K1007775	TALBERT	21540	127540	39' 0"

Vehicle Configuration

	1	2	3	4	5	6
Weight	20000	20000	20000	20000	20000	20000
Axle Type	F	F	F	F	F	F
Spacings	13' 6"	4' 6"	32' 1"	4' 4"	4' 4"	

Route

Trip Origin: ANDOVER
Trip Destination: NEWINGTON
Authorized Routes: ROUTE B6 - WEST 497- ROUTE 6-384 WEST-WEST 84-5/15 CHARTER OAK BRIDGE- 91 NORTH-ROUTE 9 NORTH- CEDAR STREET NORTH-FENN ROAD EAST- 15 HOLMES ROAD

RESTRICTIONS

In observation of the Christmas Holiday, no Permit travel is allowed during the period starting Friday December 23, 2022 at noon until 1/2 hour before sunrise on Tuesday December 27, 2022.

DAYLIGHT, M-F MOVEMENT ONLY: Daylight movement only, Monday thru Friday, unless indicated otherwise on permit.

Daylight is defined as 1/2 hour before sunrise to 1/2 hour after sunset.

NO WEEKEND TRAVEL!!! Unless specifically indicated on permit, there is no travel 1/2 hour after sunset on Friday until 1/2 hour before sunrise on Monday.

INCLEMENT WEATHER - NO TRAVEL IS ALLOWED WHEN WEATHER CONDITIONS OR RESTRICTED VISIBILITY MAKE TRAVELING HAZARDOUS TO THE OPERATOR OR TO THE DRIVING PUBLIC as follows:

VISIBILITY - No travel is allowed when fog, rain, or other atmospheric conditions reduce visibility to less than 1,000 feet.

ICE - No travel is allowed during any ice condition including, but not limited to: snow, freezing precipitation, slush, roadway ice,

or any combination thereof.

WIND - No travel is allowed when wind conditions can cause a failure to stay in an established lane.

Town of Andover
Board of Selectmen
Regular Meeting Minutes
Monday, August 14th, 2023 – 7:00pm
Location: Virtual Zoom meeting

Members Present: First Selectman Jeff Maguire, Adrian Mandeville, Paula King, Scott Person

Members Absent: Jeff Murray

Town Administrator: Eric Anderson

Town Attorney: Dennis O'Brien

Board of Finance: Joanne Hebert, Linda Fish

Planning & Zoning Commission: Anne Cremè

Board of Education: Chris Bernard

Senior Services: Cathy Palazzi

Conservation Commission: Mike Palazzi

Library Board: Dianne Grenier

Economic Development Commission: Catherine Magaldi-Lewis

Public Present: Steven (last name unknown)

1. Call to Order/Pledge of Allegiance – Jeff Maguire called the meeting to order at 7:02pm. The Pledge was recited.

2. Public Speak

Linda Fish – none

Mike & Cathy Palazzi – thanked the Board and Eric for their hard work on the Community/Senior Center approval.

Groundbreaking Ceremony scheduled for Friday, August 18th.

Dianne Greiner – echoed Cathy Palazzi on the Community/Senior Center – looking to add piano donation on agenda for discussion – thanked Catherine Magaldi-Lewis for all the hard work on 175th Anniversary events

Chris Bernard – none

Anne Cremè – none

Joanne Hebert – excited for groundbreaking to begin on Community/Senior Center

Catherine Magaldi-Lewis – none

Attorney Dennis O'Brien - none

3. Additions/Deletions to the Agenda

Jeff Maguire MOTIONED to remove agenda item 4. Burnap Brook Lot Line Agreement Discussion with all Parties and replace it with agenda item 4a. AES upper Parking Lot paving, 4b. Community Center piano donation, 4c. Townsend Cemetery stump removal discussion, and 4d. Veteran's Memorial Field soccer goals. (No second on the motion) MOTION CARRIED 4:0:0

4a. – AES upper Parking Lot paving

Jeff Maguire sent information with proposed document for paving currently constituted from contractor – met with Marc Brinker and Gerry Cremè on how this project could be completed. The Board of Finance needs to weigh in on moving funds – use new fund created for capital projects for paving project, project needs to be done in accordance with Public Works Supervisor and Town Engineer.

Eric Anderson provided additional information – 3 basin tops being replaced, no mention of re-mortaring the basin where there was a previous sinkhole, tack coding of cold joints where new paving meets Town road or sidewalk, performance bonding – Town Engineer to monitor pavement thickness, materials testing lab to measure soil compaction prior to paving, DPW will come in last to backfill behind curbing at the completion of job – only sign contract if document references specifications given to School Board – discussed timeline of events, max 5 day project from start to finish, permit requirements/conditions, contract/document provided by Jeff Maguire - addendum to be made to document outlining specifications – Jeff Maguire will talk with Superintendent Valerie Bruneau and Marc Brinker to move funds into new Capital account – Joanne Hebert weighed in on communication from Marc Brinker about project/potential special meeting.

Jeff Maguire MOTIONED to authorize Eric Anderson to issue a permit for the paving of the AES upper parking lot with the following conditions:

- An addendum be made to the current contract to include all specifications outlined by Jay Tuttle (DPW) and the Town Engineer
- The Board of Finance approve via Special Meeting to transfer funds into the AES Capital Improvement Fund

Scott Person SECONDED. MOTION CARRIED 4:0:0

4b – Piano Donation to Community/Senior Center

Dianne Greiner graciously offered to donate piano – Paula King stated that the seniors can use, and library can use as well. Adrian Mandeville added information on room layout and space, will have lock on piano – Adrian is looking into specifications on density of the floor (leaving marks on floor depending on weight and floor material) piano can be stored by seller, if necessary, until Community/Senior Center is completed.

Jeff Maguire MOTIONED to accept Dianne’s gift of an upright piano contingent on floor density information. Scott Person SECONDED. MOTION CARRIED 4:0:0

4c - Townsend Cemetery Stump Removal

Request from Town resident to grind stumps from trees that were cut years ago, visual impact to cemetery (not a Town owned cemetery) but were trees that were removed by the Town – discussion, talk more at next month’s meeting speak with Attorney Dennis O’Brien.

4d – Soccer Goals at Veteran’s Memorial Field

2 goals not being used anymore – suggestion of auctioning off and can donate money to Senior Tag Sale.

Paula King MOTIONED to auction off the retired soccer goals at Veteran’s Memorial Field and the proceeds go to towards the Senior Tag Sale in August. Scott Person SECONDED. MOTION CARRIED 4:0:0

5. Treasurer’s Report

a. Finance Department Report

- a. Revenue Summary**
- b. Town Budget Summary**
- c. Town Aid Road (TAR) Update**
- d. Town Cash Report**
- e. Appropriation Transfer**
- f. Over Expenditure Report**
- g. Summary of Audit Status**

Reports in packet – all bank accounts reconciled through last Fiscal Year. Eric Anderson gave update on revenue and expenses, in the black on Town side for \$270k smaller expenses still rolling in. Finance Office looking to switching to a new payroll service. Listing of all Town grants (State and Federal funding) that was received for Town and School.

6. Board and Commission Presentations - none

a. Board and Commission Appointment Responses – Brad Kelle – Library Commission, Alan Repay for Norton Commission as alternate – will discuss next month. Eric will transfer letters for Brad and Alan to appropriate chair persons.

7. Appointments – none

8. Resignations - Catherine Magaldi-Lewis resigned from the Economic Development Commission

9. Town Administrator’s Report

Eric sent report out –

Town Hall operations - Willie is working on Library windows. Eric was asked to walk property on Skinner Hill Road being acquired by Joshua’s Trust and work with Joshua’s Trust and Town Land Trust, will have President come to next Board of Selectmen meeting collaborate on establishing a parking area, would like to work on cleanup of property. Signed RFP for Fire Truck. Received State/Local Bridge Program grant for replacing culvert on Lake Road – will need to go to Town meeting before formally approved for Town match - 2 years before construction begins, will continue to put funds away in future budget years. Town did not receive Rec Trails Grant but did get \$100,000 authorization from State Senator MD Rahman for study and design work on pedestrian connection. Social Services - most eviction situations have been resolved. Finance Office - audit has been submitted, looking into switching to QuickBooks payroll software. Building Department – cost evaluation for jobs (Adrian Mandeville weighed in on costs compared to other Towns). Zoning Enforcement Actions – no update yet actively, working on 664 Route 6. Tax Collector – new Tax Collector will be attending fall training classes, look at additional training for other departments DPW, Building Department, Assistant Town Clerk, etc. DPW - Chip sealing beginning shortly, spoke with Jay Tuttle to work on debris management plan for catastrophic events. Eric attended Bunker Hill Bridge 70% design phase meeting – issues that arose include relocating utilities, negotiating with property owners about temporary easements, threatened species in the area, coordination with State and Coventry for bridge on the other end of the road, also discussed funds reserve for invoices until reimbursed by government, moving funds/reallocating funds from 2022-2023 Fiscal Year into Bridge and Culvert Fund instead of putting back into General Fund. Community Center – permit approved, mylars signed and filed, groundbreaking on Friday August 18th. Senior Transportation - new vehicle received just needs lettering, big bus will be leaving for disposal. Handicapped spot for walking trail at Veterans Memorial Fields is paved, waiting on striping. TRIP Grant - no decision from DOT yet. Eric included photos of erosion on roads. Town resident Bill Penn cycled across country, chicken loose on Veteran’s Memorial Fields, bench donated from Ken Platt (Platt Systems) installed on rail trail, junk sitting on Town property right-of-way on Route 6. Steiner mower repair for DPW – new motor is backordered could look at potentially replacing the entire mower – will go to CIP to review purchase, Eric will provide information to Board of Selectmen of what will be presented to CIP.

10. Old Business Discuss and act upon the following:

- a. Status of the Community Center RFP Contract signing** – contract signed, groundbreaking on 8/18/2023, final bid came over expected amount, reviewed list of items that could be adjusted, agreed to release package to begin foundation, plumbing, in-ground electrical, and site work. Will keep working on other pieces to get number down.
- b. Discussion of Blight and level of involvement** – nothing additional, in Town Administrator’s report
- c. Stiff Account Update** – account open, Eric gave information on funds transfer process, review having M&T as primary bank for Town

- d. Long Hill/Memorial Field Signage** – Zoning regulation on sign size, Eric spoke with Jed Larson (PZC), request change to Zoning regulation, let soccer club know they can put up temporary signs for time being during practice or games.
 - e. Revised Mapping for Community Center** – in packet
 - f. Contract for Planner Services** – contract met criteria town was looking for. Adrian Mandeville MOTIONED to give Eric authorization to sign the Town contract for Planner Services. Scott Person SECONDED. MOTION CARRIED 4:0:0
 - g. Grant for State/Local Bridge Program** – grant application submitted and received, review in next month’s meeting
- 1. How to proceed**

11. New Business Discuss and act upon the following:

- a. Life insurance MOA with Town Administrator** – discussion on reducing life insurance coverage from \$100,000 to \$50,000. Attorney Dennis O’Brien reviewed. Jeff Maguire MOTIONED to have MOU and reduce Eric Anderson’s life insurance coverage from \$100,000 to \$50,000. Paula King SECONDED. MOTION CARRIED 4:0:0
- b. Andover Personnel Policy discussion** – discuss at next month’s meeting
- c. LTD policy for employees** – not listed in Personnel Policy or Contracts, need to add to discussion on personnel
- d. STEAP Grant Approval Resolution** – Eric Anderson read the 2023 STEAP Grant resolution listing project ideas. Adrian Mandeville MOTIONED to authorize Eric to move forward with STEAP Grant application. Scott Person SECONDED. MOTION CARRIED 4:0:0. received letters from community members in support of grant.
- e. Tax Collector MOU** – signed, Eileen Curtain will retire 8/31/2023
- f. Homeland Security Grant to DEMS** – Paula King MOTIONED to sign the Department of Emergency Management Services grant application. Scott Person SECONDED. MOTION CARRIED 4:0:0
- g. Speed Sign** – discussion on signs, 2 new signs on Lake Road stolen and vandalized, look into putting camera up.
- h. Acknowledge Town Resident Bill Penn** – Eric Anderson acknowledged Town resident Bill Penn on his accomplishment of biking across the country, included photo in packet.

12. Approval of Meeting Minutes

- a. July 10, 2023 Regular Meeting** – Paula King MOTIONED to accept the July 10th, 2023 Regular Meeting Minutes as presented. Jeff Maguire SECONDED. MOTION CARRIED 3:0:1 with Adrian Mandeville abstaining

13. Tax Collector’s Report

- a. Refunds Requests** - incomplete information for refunds listed, will wait until next month’s meeting to approve – reviewed June’s collection numbers

14. Department Reports - in packet

- a. Assessor’s report**
- b. Fire Department**
- c. Burning Official**
- d. Resident State Trooper**
- e. Town Clerk**
- f. Building Department**
- g. Assessor’s Office**
- h. Public Works**
- i. Transfer Station**
- j. Library**
- k. Senior Transportation**
- l. AHM**
- m. Economic Development Commission**
- n. ZBA**

15. Correspondence - Thank You note to Board of Selectmen from pickleball program

17. Public Speak -

Dianne Grenier – naming of Long Hill/Veteran’s Memorial Fields, naming of Andover Community/Senior Center, estimate on timeframe for Community Center build completion (goal is April 2024)

Linda Fish – none

Anne Cremè – STEAP Grant information, location of proposed playground and pickle ball courts

Joanne Hebert – Community Center naming, obtain additional information from Eric regarding LTD policy for employees

Catherine Magaldi-Lewis – blight ordinance for businesses in Town

16. Executive Session

Jeff Maguire MOTIONED to move into Executive Session at 9:23pm inviting Eric Anderson and Attorney Dennis O’Brien.

Paula King SECONDED. MOTION CARRIED 4:0:0

a. Union Negotiations

b. Andover’s Finest

Returned from Executive Session at 10:45 pm

18. Adjournment

Paula King MOTIONED to adjourn the meeting at 10:46. Jeff Maguire SECONDED. MOTION CARRIED 10:46pm

* The following boards/commission Zoom Video Recordings are posted to the NEW Town of Andover, CT YouTube Channel: Board of Selectmen, Board of Finance, Board of Assessment Appeals, Inland Wetlands and Watercourses Commission, Planning and Zoning Commission, Zoning Board of Appeals. Like our www.facebook.com/townofandoverct page for community updates! Helpfully submitted by the Board Clerk Marina Pandolfi. Please see the minutes of subsequent meetings for the approval of these minutes and any corrections hereto.

Town Only

Terminal / Batch	
Terminal	6
Batch	4

Cash	0.00	0
Check	0.00	0
Credit Card	0.00	0
Total	0.00	0

Last Assessor Bridge	
Run on:	06/15/2023

Percent Collection as of 09/05/2023

REAL ESTATE

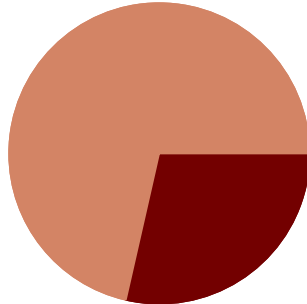
Uncollected - 71.43%
Collected - 28.57%

PERSONAL PROPERTY

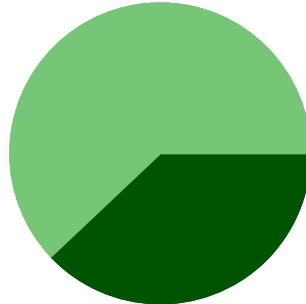
Uncollected - 62.05%
Collected - 37.95%

MV REGULAR

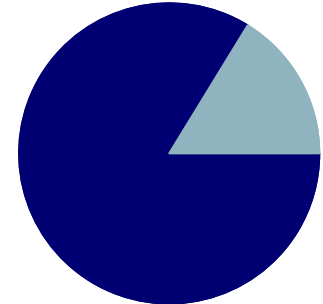
Uncollected - 16.25%
Collected - 83.75%



■	Total Due = \$5,872,803.62
■	Total Paid = \$2,349,117.22



■	Total Due = \$273,448.94
■	Total Paid = \$167,268.42



■	Total Due = \$200,117.17
■	Total Paid = \$1,031,474.45

Type	Total Billed	Total Paid	Total Due	Percent Collected
REAL ESTATE	8,221,920.84	2,349,117.22	5,872,803.62	28.57
PERSONAL PRO	440,717.36	167,268.42	273,448.94	37.95
MOTOR VEHICL	1,231,591.62	1,031,474.45	200,117.17	83.75
TOTALS:	\$9,894,229.82	\$3,547,860.09	\$6,346,369.73	

JULY 2023

Deposits

	ONLINE	OFFICE	TOTAL
7/1	\$ 4,473.70	\$ 1,982.34	\$6,456.04
7/2	\$ 8,873.54	\$ 92,329.27	\$101,202.81
7/3	\$ 23,136.95	\$ 84,526.38	\$107,663.33
7/4	\$ 10,942.56	\$ 81,217.06	\$92,159.62
7/5	\$ 17,139.38	\$ 77,385.19	\$94,524.57
7/6	\$ 54,904.65	\$ 95,064.74	\$149,969.39
7/7	\$ 2,388.07		\$2,388.07
7/8			\$0.00
7/9	\$ 5,624.11		\$5,624.11
7/10	\$ 6,695.65	\$ 137,085.90	\$143,781.55
7/11	\$ 6,066.06	\$ 65,071.81	\$71,137.87
7/12	\$ 14,237.65	\$ 80,608.22	\$94,845.87
7/13	\$ 9,517.87	\$ 49,812.20	\$59,330.07
7/14			\$0.00
7/15			\$0.00
7/16	\$ 15,234.17		\$15,234.17
7/17	\$ 15,373.15	\$ 211,626.34	\$226,999.49
7/18	\$ 5,585.20	\$ 34,087.32	\$39,672.52
7/19	\$ 6,045.14	\$ 60,801.36	\$66,846.50
7/20	\$ 8,899.07	\$ 76,697.47	\$85,596.54
7/21			\$0.00
7/22			\$0.00
7/23	\$ 9,191.80	\$ 50,937.90	\$60,129.70
7/24	\$ 21,152.52	\$ 143,342.54	\$164,495.06
7/25	\$ 20,767.77	\$ 96,561.36	\$117,329.13
7/26	\$ 11,578.09	\$ 94,020.17	\$105,598.26
7/27	\$ 15,875.22	\$ 126,120.92	\$141,996.14
7/28	\$ 75,719.88	\$ 789,265.90	\$864,985.78
7/29		\$ 138,918.46	\$138,918.46
7/30		\$ 73,917.62	\$73,917.62
7/31		\$ 150,776.47	\$150,776.47
TOTAL	\$ 364,948.50	\$ 2,812,156.94	\$ 3,181,579.14

We are aware of current discrepancies.
 Tax Collector and Treasurer will be working on it.
 We will provide you with an update as soon as possible.
 Thank you.

clears for 96,566.36 diff \$5

\$ 3,348,269.04

clears for \$131,918.46

clears for 73,849.67 diff \$67.95

COLLECTIONS BY TAX YEAR:

	RE	PP	MV	MVS	INTEREST	FEE	TOTAL
2020							
2021							
2022							

TOTAL

UNCOLLECTED TAXES BY TAX YEAR:

	RE	PP	MV	MVS	TOTAL
2007			\$476.65	\$71.26	\$ 547.91
2008			\$520.26	\$28.15	\$ 548.41
2009			\$356.32		\$ 356.32
2010			\$211.42		\$ 211.42
2011		\$579.68	\$4,314.46	\$249.48	\$ 5,143.62
2012	\$	3,055.48	\$ 3,430.83	\$ 204.03	\$ 6,690.34
2013	\$	2,757.76	\$ 1,486.53	\$ 870.65	\$ 5,114.94

2014	\$	1,066.00	\$	4,038.48	\$	2,103.08	\$	2,991.24	\$	10,198.80
2015	\$	1,066.00	\$	4,702.67	\$	9,623.69	\$	2,446.88	\$	17,839.24
2016	\$	7,845.52	\$	5,816.97	\$	8,794.40	\$	1,930.73	\$	24,387.62
2017	\$	12,571.76	\$	6,286.65	\$	10,577.37	\$	1,157.97	\$	30,593.75
2018	\$	38,602.92	\$	6,930.62	\$	6,713.88	\$	475.97	\$	52,723.39
2019	\$	32,440.72	\$	6,070.66	\$	11,078.63	\$	2,290.92	\$	51,880.93
2020	\$	43,124.40	\$	8,936.91	\$	18,952.20	\$	7,956.74	\$	78,970.25
2021	\$	137,206.51	\$	10,097.18	\$	65,250.26	\$	22,296.23	\$	234,850.18
2022	\$	70,381.75	\$	5,958.25	\$	202,886.93			\$	279,226.93
TOTAL	\$	344,305.58	\$	65,231.31	\$	346,776.91	\$	42,970.25	\$	7,088,383.54

HAGGERTY, PETER & VICTORIA	\$758.82	REFUND OF EXCESS PAYMENTS
HAUSCHILD, ERIC W JR	\$428.05	REFUND OF EXCESS PAYMENTS
USB LEASING	\$604.52	REFUND OF EXCESS PAYMENTS
VCFS AUTO LEASING COMPANY	\$677.12	REFUND OF EXCESS PAYMENTS
REARDON, LUCILLE	\$75.34	REFUND OF EXCESS PAYMENTS

09/11/2023 Tax Refunds Total: \$2,543.85

Sec. 12-129. Refund of excess payments. Any person, firm or corporation who pays any property tax in excess of the principal of such tax as entered in the rate book of the tax collector and covered by his warrant therein, or in excess of the legal interest, penalty or fees pertaining to such tax, or who pays a tax from which the payor is by statute exempt and entitled to an abatement, or who, by reason of a clerical error on the part of the assessor or board of assessment appeals, pays a tax in excess of that which should have been assessed against his property, or who is entitled to a refund because of the issuance of a certificate of correction, may make application in writing to the collector of taxes for the refund of such amount. Such application shall be delivered or postmarked by the later of (1) three years from the date such tax was due, (2) such extended deadline as the municipality may, by ordinance, establish, or (3) ninety days after the deletion of any item of tax assessment by a final court order or pursuant to subdivision (3) of subsection (c) of section 12-53 or section 12-113. Such application shall contain a recital of the facts and shall state the amount of the refund requested. The collector shall, after examination of such application, refer the same, with his recommendations thereon, to the board of selectmen in a town or to the corresponding authority in any other municipality, and shall certify to the amount of refund, if any, to which the applicant is entitled. The existence of another tax delinquency or other debt owed by the same person, firm or corporation shall be sufficient grounds for denying the application. Upon receipt of such application and certification, the selectmen or such other authority shall draw an order upon the treasurer in favor of such applicant for the amount of refund so certified. Any action taken by such selectmen or such other authority shall be a matter of record, and the tax collector shall be notified in writing of such action. Upon receipt of notice of such action, the collector shall make in his rate book a notation which will date, describe and identify each such transaction. Each tax collector shall, at the end of each fiscal year, prepare a statement showing the amount of each such refund, to whom made and the reason therefor. Such statement shall be published in the annual report of the municipality or filed in the town clerk's office within sixty days of the end of the fiscal year. Any payment for which no timely application is made or granted under this section shall permanently remain the property of the municipality. Nothing in this section shall be construed to allow a refund based upon an error of judgment by the assessors. Notwithstanding the provisions of this section, the legislative body of a municipality may, by ordinance, authorize the tax collector to retain payments in excess of the amount due provided the amount of the excess payment is less than five dollars.

Assessor's office monthly activity –JULY 2023

Processing conveyances	7
Processing building permits	21
Prorating motor vehicle grand list	66
Updating field cards	3
Correspondence/ Phone	55
Providing assistance-town hall customers	75
Providing assistance to other departs	12
Researching mapping issue or questions	2
Reports & communication with the State	3
MLS research	3
Scheduling meeting and appointments	
Office work	
Personal property grand list	
Personal Property Discovery	
Homeowner's program	
Veteran's program	
Income & expenses	
Renter's rebate program	
Tax exemptions	1
Adds to the re, pp or mv grand list	25
Pa 490	
Provided assistance to BAA	
Researching and providing requested information to auditor	
Real property inspections	
Personal property inspections	
Real property appraisals	
Taxpayer correspondence	4
Attorney correspondence	
Tax appeal review/appraisal	
MLS review	3
Town board/dept assistance	
Review & Approve C of Cs	66
Review & Approve PA 490 Applications	
Review Approve & create/data entry on land splits & mergers	
Mapping Research/Discrepancies	

LIST NO	NAME / ADDRESS	UNIQUE ID	COC#	BAA	ORIGINAL GR/EX/NET	ADJUSTMENT GR/EX/NET	NEW GR/EX/NET
50140 1	ATKINS MARY D 367 HEBRON RD ANDOVER CT 6232-1720	50140 2005 01	BUICK LACROSSE 2G4WD532151177902	08744M C 2022 07/25/2023 SOLD 5/23	2,210 0 2,210	-736 0 -736	1,474 0 1,474
50198 1	BAPTISTE MATHIEU R 46 HENDEE RD ANDOVER CT 6232-1009	50198 2014 11	ARISI 8524VTRW 5YCBE2423EH020085	08775M C 2022 07/31/2023 PRICED IN ERROR	12,520 0 12,520	-10,320 0 -10,320	2,200 0 2,200
50241 1	BAVER STEVEN R 75 LAKESIDE DR ANDOVER CT 6232-1516	50241 2015 01	HONDA ACCORD E 1HGCR2F8XFA025892	08772M C 2022 07/31/2023 CGS 12-81 (53)	11,850 0 11,850	0 11,850 -11,850	11,850 11,850 0
50626 1	CHATERTON JAY K 24 LAKESIDE DR ANDOVER CT 6232-1517	50626 2008 03	CHEVR EXPRESS 1GCFH154781140606	08769M C 2022 07/27/2023 WRONG BOOK VALUE	9,100 0 9,100	-2,800 0 -2,800	6,300 0 6,300
50738 1	CRANDALL EDWIN J 94 WALES RD ANDOVER CT 6232-1220	50738 2012 01	JEEP PATRIOT 1C4NJRFB1CD511505	08773M C 2022 07/31/2023 TOTALD 5/23	5,510 0 5,510	-1,835 0 -1,835	3,675 0 3,675
50800 1	DARK HORSE INDUSTRIES LLC 112 BUNKER HILL RD ANDOVER CT 6232-1301	50800 2020 10	REITN DROPMISE 1RND48A25LR050863	08779M C 2022 07/31/2023 PRICED PER BILL OF SALE	46,330 0 46,330	-12,760 0 -12,760	33,570 0 33,570
50810 1	DATUM ROBERT J 25 CIDER MILL RD ANDOVER CT 6232-1305	50810 2018 03	FORD TRANSIT 1FTYR3XG9JKB10371	08735M C 2022 07/18/2023 SOLD 12/22	26,760 0 26,760	-20,070 0 -20,070	6,690 0 6,690
50922 1	DUBE FLORENCE S 20 OLD FARMS RD ANDOVER CT 6232-1028	50922 2017 01	SUBAR IMPREZA 4S3GTAB62H3742360	08766M C 2022 07/27/2023 SOLD 2/23	13,140 0 13,140	-7,661 0 -7,661	5,479 0 5,479
51191 1	GALLNOT ELLEN L 326 LAKE RD ANDOVER CT 6232-1511	51191 2010 01	SUBAR FORESTER JF2SH6ACXAH754086	08725M C 2022 07/10/2023 SOLD 6/23	5,430 0 5,430	-1,357 0 -1,357	4,073 0 4,073
51302 1	GOULET KAREN 441 LAKE RD ANDOVER CT 6232-1532	51302 2006 01	HYUND SONATA G 5NPEU46F16H027166	08738M C 2022 07/19/2023 SOLD 7/23	2,640 0 2,640	-441 0 -441	2,199 0 2,199
51371 1	HAGGERTY PETER C 254 LAKE RD ANDOVER CT 6232-1709	51371 2021 11	CARRY 5X8G 4YMBU0814MV054272	08723M C 2022 07/10/2023 WRONG GVW FROM DMV	22,520 0 22,520	-21,820 0 -21,820	700 0 700
51498 1	HEWETT DAVID S 52 BOSTON HILL RD ANDOVER CT 6232-1402	51498 2010 03	CHEVR EXPRESS 1GCZGFBA1A1107971	08760M C 2022 07/26/2023 SOLD 5/23	9,310 0 9,310	-3,100 0 -3,100	6,210 0 6,210
51499 1	HEWETT DAVID S 52 BOSTON HILL RD ANDOVER CT 6232-1402	51499 2015 03	CHEVR SILVERAD 1GC0KZEG3FZ503045	08762M C 2022 07/26/2023 SOLD 6/23	20,670 0 20,670	-5,167 0 -5,167	15,503 0 15,503
51501 1	HEWETT RYAN J 52 BOSTON HILL RD ANDOVER CT 6232-1402	51501 1998 25	JEEP CHEROKEE 1J4FJ68S9WL218777	08761M C 2022 07/26/2023 SOLD 7/23	500 0 500	-83 0 -83	417 0 417
51656 1	JACQUES BRIAN D 31 BURNAP BROOK RD ANDOVER CT 6232-1205	51656 1985 02	INTER S SERIES 1HTLDTVR3FHA38641	08737M C 2022 07/19/2023 DATA KEYPUNCH ERROR	60,050 0 60,050	-50,250 0 -50,250	9,800 0 9,800

Conditions: District: Reported Type: All Order By : List No

LIST NO	NAME / ADDRESS	UNIQUE ID	COC#	BAA	ORIGINAL GR/EX/NET	ADJUSTMENT GR/EX/NET	NEW GR/EX/NET	
51753 1	KAULBACK JOSEPH F BOX 27 ANDOVER CT 6232-27	51753 2004 03	CHEVR 1GBJC34U84E297588	08752M SILVERAD	C 2022 07/25/2023 SOLD 3/23	8,680 0 8,680	-4,340 0 -4,340	4,340 0 4,340
51772 1	KENNEDY JOHN W 6 SHADBLow LN ANDOVER CT 6232-0	51772 2022 01	BMW WBA63AT08NCH67524	08764M M440XI	C 2022 07/27/2023 PER BILL OF SALE	56,270 0 56,270	-7,270 0 -7,270	49,000 0 49,000
51775 1	KENTRIS JOHN J 41 BURNAP BROOK RD ANDOVER CT 6232-1205	51775 2005 12	HARLE 1HD1FLW145Y615582	08733M FLHTCUI	C 2022 07/12/2023 SOLD 5/23	5,740 0 5,740	-1,911 0 -1,911	3,829 0 3,829
51893 1	KUBICA ROBERT J JR 15 HEBRON RD ANDOVER CT 6232-1306	51893 2004 01	PONTI 1G2NG52E44M506277	08753M GRAND AM	C 2022 07/25/2023 SOLD 3/23	2,150 0 2,150	-1,075 0 -1,075	1,075 0 1,075
51944 1	LEE TRUCKING LLC 45 PARKER BRIDGE RD ANDOVER CT 6232-1330	51944 1999 01	PTRB 1XPFD69X2XN486064	08776M 378	C 2021 07/31/2023 PRICED IN ERROR	500 0 500	11,920 0 11,920	12,420 0 12,420
52043 1	LEE TRUCKING LLC 45 PARKER BRIDGE RD ANDOVER CT 6232-1330	52043 1999 02	PTRB 1XPFD69X2XN486064	08777M 378	C 2022 07/31/2023 PRICED IN ERROR	41,340 0 41,340	-30,660 0 -30,660	10,680 0 10,680
52374 1	MCKINSEY VANCE W 4 HICKORY LN WATERFORD CT 6385-4210	52374 2017 12	HARLE 1HD1JS914HB017469	08732M FLSS	C 2022 07/10/2023 WRONG TT SENT TO WATERFORD	11,480 0 11,480	-11,480 0 -11,480	0 0 0
52419 1	MERRY BRIAN D 220 BEAR SWAMP RD ANDOVER CT 6232-1122	52419 2006 01	HONDA 2HGFG11646H501431	08763M CIVIC LX	C 2022 07/26/2023 SOLD 5/23	3,830 0 3,830	-1,275 0 -1,275	2,555 0 2,555
52742 1	PERSON LAUREN A 265 JNTHN TRMBL HWY ANDOVER CT 6232-0	52742 2005 01	TOYOT 2T1BR32E55C339553	08727M COROLLA	C 2021 07/10/2023 TOTALLED 12/21	3,310 0 3,310	-2,482 0 -2,482	828 0 828
52876 1	PHYFE DUNCAN A 20 SCHOOL RD ANDOVER CT 6232-1525	52876 2007 11	BELMO 1B9GN24266G657366	08728M 24GN	C 2022 07/10/2023 WRONG GVW FROM DMV	4,880 0 4,880	-2,880 0 -2,880	2,000 0 2,000
53135 1	ROCKOFF CATHERINE T 29 LAKE RD AMSTON CT 6231-1618	53135 2014 01	HYUND KMHTC6ADXEU211162	08771M VELOSTER	C 2022 07/27/2023 REG IN TX	6,830 0 6,830	-5,122 0 -5,122	1,708 0 1,708
53280 1	SAUNDERS CHRIS H 14 DOGWOOD DR ANDOVER CT 6232-1129	53280 2003 11	COLEM 4CE656E1137234556	08739M YUMA	C 2022 07/19/2023 SOLD 7/23	580 0 580	-97 0 -97	483 0 483
53532 1	STEELE MORGAN B 8 CENTER ST ANDOVER CT 6232-1303	53532 2002 01	CHEVR 2G1WF55E029181273	08720M IMPALA	C 2022 07/06/2023 SOLD 5/23	500 0 500	-166 0 -166	334 0 334
53578 1	STRIBULA THOMAS I 123 BOSTON HILL RD ANDOVER CT 6232-1401	53578 1998 11	KARAV 186KU4612WF045019	08736M KVU1500W	C 2022 07/19/2023 SOLD 4/23	300 0 300	-125 0 -125	175 0 175
53590 1	SURDAM IRVING K 83 MERRITT VALLEY RD ANDOVER CT 6232-1328	53590 1999 03	CHEVR 1GCCS1946XK126316	08721M S10	C 2022 07/06/2023 SOLD 6/23	500 0 500	-125 0 -125	375 0 375

Conditions: District: Reported Type: All		Order By : List No		ORIGINAL	ADJUSTMENT	NEW	
LIST NO	NAME / ADDRESS	UNIQUE ID	COC#	BAA	GR/EX/NET	GR/EX/NET	GR/EX/NET
53686	TOUPENCE AMANDA M	53686	08731M	C	9,310	-9,310	0
1	67 TIMES FARM RD	2016 01	KIA FORTE LX	2022 07/10/2023	0	0	0
	ANDOVER CT 6232-1033		KNAFK4A68G5597293	TOTALED 7/22	9,310	-9,310	0
53687	TOUPENCE PETER M	53687	08734M	C	9,780	-9,780	0
1	67 TIMES FARM ROAD	2012 01	AUDI S4 QUATT	2022 07/17/2023	0	0	0
	ANDOVER CT 6232-0		WAUDGAFLXCA096204	TOTALED 7/22	9,780	-9,780	0
53810	VERRANEAU DALE R	53810	08770M	C	500	-125	375
1	131 TOWNSEND RD	1999 03	FORD F250	2022 07/27/2023	0	0	0
	ANDOVER CT 6232-1414		1FTFF27WXXNB26107	JUNKED 6/23	500	-125	375
53859	WAINE JUSTIN T	53859	08726M	C	3,190	-1,860	1,330
1	321 BOSTON HILL RD	2008 01	PONTI G6/VALUE	2022 07/10/2023	0	0	0
	ANDOVER CT 6232-1422		1G2ZF57BX84173169	SOLD 2/23	3,190	-1,860	1,330
53876	WARE JONATHAN W	53876	08730M	C	38,890	-38,890	0
1	722 EAST ST	2018 03	CHEVR SILV	2022 07/10/2023	0	0	0
	ANDOVER CT 6232-1407		1GC1KWEY2JF179978	REG IN MT 8/22	38,890	-38,890	0
53931	WHITE BILL L	53931	08722M	C	5,970	-1,988	3,982
1	72 ROUTE 87	2021 11	BRI-M DT714LP-	2022 07/06/2023	0	0	0
	ANDOVER CT 6232-1331		58CB1DC25MC002109	SOLD 5/23	5,970	-1,988	3,982
53932	WHITE BILL L	53932	08745M	C	12,390	-2,069	10,321
1	72 ROUTE 87	2004 03	FORD F350 SUP	2022 07/25/2023	0	0	0
	ANDOVER CT 6232-1331		1FDSW35P44ED30226	SOLD 7/23	12,390	-2,069	10,321
53951	KAY SUSAN D	22A033	08741M	C	0	9,840	9,840
0	10 WOODSIDE LN	2012 03	FORD EXPLORER	2021 07/25/2023	0	0	0
	ANDOVER CT 6232-1530		1FMHK8D85CGA18920	ADD FROM DMV	0	9,840	9,840
53969	WILSON EILEEN G	53969	08774M	C	3,820	-3,182	638
1	191 HEBRON RD	2009 01	NISSA ALTIMA 2	2022 07/31/2023	0	0	0
	ANDOVER CT 6232-1707		1N4AL21EX9N427029	SOLD 11/22	3,820	-3,182	638
53982	WIRTALLA GWEN L	53982	08729M	C	7,610	-4,437	3,173
1	60 PINE RIDGE DR	2012 01	HONDA CIVIC EX	2022 07/10/2023	0	0	0
	ANDOVER CT 6232-1029		2HGFB2F85CH313608	SOLD 2/23	7,610	-4,437	3,173
54055	ZUJEWSKI MAXWELL V	54055	08740M	C	9,540	0	9,540
1	28 HEBRON RD	2011 01	AUDI S4 QUATT	2022 07/24/2023	0	9,540	9,540
	ANDOVER CT 6232-0		WAUMGAFL9BA024098	CGS 12-81 (53)	9,540	-9,540	0
54069	LEE KENNETH E	22A010	08714M	C	0	300	300
0	24 WEBSTER LN	1977 11	HM FLAT BED	2022 07/06/2023	0	0	0
	BOLTON CT 6043-7825		CTUNKNOWN72326911	ADD FROM BOLTON	0	300	300
54070	LEE KENNETH E	22A011	08715M	C	0	11,240	11,240
0	24 WEBSTER LN	2012 03	CHEVR SILVERAD	2022 07/06/2023	0	0	0
	BOLTON CT 6043-0		1GCRKSE72CZ04897	ADD FROM BOLTON	0	11,240	11,240
54071	LOZIER JUSTIN J	22A012	08716M	C	0	18,810	18,810
0	25 WEBSTER LN	2018 01	SUBAR LEGACY 3	2022 07/06/2023	0	0	0
	BOLTON CT 6043-7824		4S3BNEN63J3002779	ADD FROM BOLTON	0	18,810	18,810
54072	LOZIER WILLIAM J	22A013	08717M	C	0	17,550	17,550
0	25 WEBSTER LN	2020 03	NISSA ROGUE SE	2022 07/06/2023	0	0	0
	BOLTON CT 6043-0		JN8AT2MV2LW134723	ADD FROM BOLTON	0	17,550	17,550

Conditions: District: Reported Type: All Order By : List No

LIST NO	NAME / ADDRESS	UNIQUE ID	COC#	BAA	ORIGINAL GR/EX/NET	ADJUSTMENT GR/EX/NET	NEW GR/EX/NET
54073 0	YONKAUSKI MAUREEN E & RODERICK C 14 WEBSTER LN BOLTON CT 6043-0	22A014 2021 01	MAZDA CX-5 GRA JM3KFBDM3M0318773	08718M 2022 07/06/2023 ADD FROM BOLTON	C 0 0	0 23,290 0	23,290 0 23,290
54074 0	YONKAUSKI RODERICK C & MAUREEN E 14 WEBSTER LN BOLTON CT 6043-0	22A015 2011 03	GMC SIERRA K 1GTR2VE33BZ290525	08719M 2022 07/06/2023 ADD FROM BOLTON	C 0 0	0 9,870 0	9,870 0 9,870
54075 0	KAY SUSAN D 10 WOODSIDE LN ANDOVER CT 6232-1530	22A016 2012 03	FORD EXPLORER 1FMHK8D85CGA18920	08742M 2022 07/25/2023 ADD FROM DMV	C 0 0	0 7,860 0	7,860 0 7,860
54076 0	HUNTER HEATHER A 329 ROUTE 6 ANDOVER CT 6232-0	22A017 2007 01	TOYOT COROLLA JTDDBR32EX70110895	08743M 2022 07/25/2023 ADD FROM COLCHESTER	C 0 0	0 4,130 0	4,130 0 4,130
54077 0	HUNTER HEATHER A 329 ROUTE 6 ANDOVER CT 6232-0	22A018 2013 01	HYUND ELANTRA 5NPDH4AE6DH199754	08746M 2022 07/25/2023 ADD FROM COLCHESTER	C 0 0	0 6,350 0	6,350 0 6,350
54078 0	CLATE BRIAN S 11 DOGWOOD DR ANDOVER CT 6232-1128	22A019 2012 01	CHRYSLER TOWN & C 2C4RC1BG5CR299929	08747M 2022 07/25/2023 ADD FROM DMV	C 0 0	0 5,530 0	5,530 0 5,530
54079 0	SIXBEY ALEXANDER B 113 LONG HILL RD ANDOVER CT 6232-1106	22A020 2019 01	SUBAR OUTBACK 4S4BSENCXK3232329	08748M 2022 07/25/2023 ADD FROM DMV	C 0 0	0 17,360 0	17,360 0 17,360
54080 0	PERSON KIMBERLY R 58 HEBRON RD ANDOVER CT 6232-1343	22A021 2001 01	JEEP WRANGLER 1J4FA49S71P364101	08749M 2022 07/25/2023 ADD FROM DMV	C 0 0	0 500 0	500 0 500
54081 0	CHIFFER EDWARD JOSEPH H JR 450 LAKE RD ANDOVER CT 6232-0	22A022 2016 01	TOYOT RAV4 JTMRJREV4GD049055	08750M 2022 07/25/2023 ADD FROM OLD SAYBROOK	C 0 0	0 15,580 0	15,580 0 15,580
54082 0	CHIFFER EDWARD JOSEPH JR 450 LAKE RD ANDOVER CT 6232-0	22A023 2008 01	HONDA RIDGELIN 2HJYK16348H533170	08751M 2022 07/25/2023 ADD FROM OLD SAYBROOK	C 0 0	0 6,460 0	6,460 0 6,460
54083 0	GABBEY EILEEN A 92 BEAR SWAMP RD ANDOVER CT 6232-0	22A024 2006 01	DODGE DAKOTAQ 1D7HW48N76S501947	08754M 2022 07/25/2023 ADD FROM PLYMOUTH	C 0 0	0 4,950 0	4,950 0 4,950
54084 0	BEEBE DEBRA 241 RT6 ANDOVER CT 6232-0	22A025 2012 01	KIA SORENTO 5XYKUDA23CG199306	08755M 2022 07/25/2023 ADD FROM DMV	C 0 0	0 7,070 0	7,070 0 7,070
54085 0	PARKINGTON ALLAN K 56 HENDEE RD ANDOVER CT 6232-1009	22A026 1997 03	FORD F150 1FTDF0820VKB37134	08756M 2022 07/25/2023 ADD FROM DMV	C 0 0	0 500 0	500 0 500
54086 0	YEOMANS ROSEMARY D 3 HEBRON RD ANDOVER CT 6232-1306	22A027 2008 01	KIA SPECTRA KNAFE122985489736	08757M 2022 07/25/2023 ADD FROM DMV	C 0 0	0 2,850 0	2,850 0 2,850
54087 0	MARHSALL JENNA M 15 WINDRUSH LN ANDOVER CT 6232-0	22A028 2019 01	SUBAR CROSSTRE JF2GTANC5K8354262	08758M 2022 07/25/2023 ADD FROM WEST HARTFORD	C 0 0	0 19,900 0	19,900 0 19,900

Conditions: District: Reported Type: All Order By : List No

LIST NO	NAME / ADDRESS	UNIQUE ID	COC#	BAA	ORIGINAL GR/EX/NET	ADJUSTMENT GR/EX/NET	NEW GR/EX/NET
54088 0	RAZA UMAWATTIE 35 RIDGE RD ANDOVER CT 6232-0	22A029 2017 01	LAND SALCR2BG4HH700974	08759M DISCOVER 2022 07/25/2023	C ADD FROM EAST HARTFORD	0 0 17,360	17,360 0 17,360
54089 0	RAZA UMAWATTIE 35 RIDGE RD ANDOVER CT 6232-0	22A030 2014 01	BMW WBAVL1C51EVY22887	08765M X1 XDRIV 2022 07/27/2023	C ADD FROM EAST HARTFORD	0 0 8,750	8,750 0 8,750
54090 0	CAMPO JUSTIN C 323 LAKE RD ANDOVER CT 6232-1515	22A031 2005 01	SUBAR JF1GG67525H812459	08767M IMPREZA 2022 07/27/2023	C ADD FROM DMV	0 0 4,883	4,883 0 4,883
54091 0	COVELL WHITNEY T 39 TOWNSEND RD ANDOVER CT 6232-1414	22A032 2019 03	RAM 3C6UR5CL5KG633044	08768M 2500 TRA 2022 07/27/2023	C ADD FROM DMV	0 0 28,540	28,540 0 28,540
80106 1	DARK HORSE INDUSTRIES LLC 112 BUNKER HILL RD ANDOVER CT 6232-1301	80106 2020 10	REITN 1RND48A25LR050863	08778S DROPMISE 2021 07/31/2023	C PRICED PER BILL OF SALE	33,590 0 33,590	25,446 0 25,446
80204 1	HAGGERTY PETER C 254 LAKE RD ANDOVER CT 6232-1709	80204 2021 11	CARRY 4YMBU0814MV054272	08724S 5X8G 2021 07/10/2023	C WRONG GVW FROM DMV	24,480 0 24,480	700 0 700
TOTAL	# Of Accts 66				554,500	-49,580	504,920
					0	21,390	21,390
					554,500	-70,970	483,530
YEAR 2021	# Of Accts 66				554,500	-49,580	504,920
					0	21,390	21,390
					554,500	-70,970	483,530
GRAND TOTAL	# Of Accts 66				554,500	-49,580	504,920
					0	21,390	21,390
					554,500	-70,970	483,530

09/05/2023
11:20 AM

TOWN of ANDOVER, CT
Permit Receipts Report for (ALL FISCAL YEARS)
Receipt Date Range 08/01/2023 - 08/31/2023 (ALL Payments)

August 2023

Grand Total Receipts

Permit Type	Qty	Amt Paid	Est Cost	Refunds	Radon	Roadcut	CertFee	COFee	Zoning	State	Point	TownFee
Building Permit	16	5,797.48	1,293,870.04	0.00	0.00	0.00	0.00	0.00	0.00	337.48	240.00	5,220.00
Electrical Permit	6	990.34	56,721.00	0.00	0.00	0.00	0.00	0.00	0.00	15.34	90.00	885.00
Mechanical Permit	3	640.14	37,793.37	0.00	0.00	0.00	0.00	0.00	0.00	10.14	45.00	585.00
Plumbing Permit	2	228.38	13,000.00	0.00	0.00	0.00	0.00	0.00	0.00	3.38	30.00	195.00
Grand Totals	27	7,656.34	1,401,384.41	0.00	0.00	0.00	0.00	0.00	0.00	366.34	405.00	6,885.00
Grand # Voids	0											

09/05/2023
11:21 AM

TOWN of ANDOVER, CT
Permit Receipts Report for (ALL FISCAL YEARS)
Receipt Date Range 08/01/2023 - 08/31/2023 (ALL Payments)

Grand Total Receipts

Permit Type	Qty	Amt Paid	Est Cost	Refunds	Radon	Roadcut	CertFee	COFee	Zoning	State	Point	TownFee
Wetlands Permit Applic	2	280.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	120.00	30.00	130.00
ZBA Application	1	215.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60.00	15.00	140.00
Zoning Permit Applicat	8	1,120.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	480.00	120.00	520.00
Grand Totals	11	1,615.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	660.00	165.00	790.00
Grand # Voids	0											

PERMIT TOTALS FOR AUGUST 2023

	amt paid	# permits
TOTAL BUILDING	\$7,656.34	27
TOTAL WETLANDS	\$280.00	2
TOTAL ZONING	\$1,120.00	8
TOTAL ZBA	\$215.00	1
TOTAL DRIVEWAYS	\$0.00	0
TOTAL BONDS	\$0.00	0
TOTAL MISC (copies)	\$14.00	
TOTAL PERMITS/BONDS/MISC FOR AUGUST	\$9,285.34	38

Public Works

Subject: DPW 2023 August BOS Report

Highlights for the month:

- Continue Roadside Mowing
- Shoulder Work:
 - a) Erosion repair edge of roadway at various locations and seed
 - b) Pavement repairs in areas of undermined edges of roadway
- Tree Work:
 - a) Clean-up of storm debris various locations
 - b) Trimming to better site lines
 - c) Raise canopy various locations
- Screen topsoil at pit
- Site Prep for V-Plow (DPW Sign) out front at DPW
 - a) Run conduit for lighting
 - b) Box out area, install piers for V-Plow & Flagpole placement and back fill & compact
 - c) Place V-Plow and install Lighting
 - d) Loam & Seed disturbed areas
- Drainage Work: Lake Road
 - a) Replace collapsing catch basin across from #460 Lake Road and reshaping of embankment reducing resident sightline issues
 - b) Prep, pave pad, curb, loam, and seed approximately 800 feet of road edge going west up the hill from Mathieson Drive
- Sweeping various locations of road debris from washouts after storms
- Haul various materials from pit to shop
- Equipment maintenance

Respectfully Submitted,

Jay Tuttle
Publicworks Supervisor / Tree Warden
Town of Andover
12 Long Hill Road
Andover, CT. 06232
PH: (860) 742-4048
Email: publicworks@andoverct.org

8-1-23 57°/75° Sunny

Jay 5:30 - 3:30

9.5

Trk 1

- Admin
- Pay Bills
- Review & pay skid steer invoices
- Pick up grass seed at vendor
- Meet w/superintendent & Contractor Elementary school Parking Lot

	<u>Job</u>	<u>staff</u>	<u>Time</u>	<u>materials</u>	<u>Equip</u>
8.0	• Roadside mow	Rich	8.0	/	Roadside Mower
8.0	• Repair Shoulder of Roadway: - Pave swale on Bear Swamp Rd	Tom	4.0	3 Ton Class II	Back Hoe Trk 4 Trk 7 Compactor
		Zach	4.0		
		Mark	4.0		
8.0	• Trim Brush #113 Shoddy Mill • Clean up Brush from Storms	Tom	4.0	2 Loads chips	Trk 4 Chipper Saws Trk 7
		Zach	4.0		
		Mark	4.0		

8-2-23 50°/76° Sunny

Jay 5:30 - 3:00

Trk 1

9.0

- Admin
- Pay Bills
- Parking Lot Specs For Elementary school
- Inspections
- Mark out CBVD
- Clean Office/Breakroom/Bathrooms

	<u>Job</u>	<u>staff</u>	<u>Time</u>	<u>material</u>	<u>Equip</u>
1.0	• Trash Run	Zach Mark	1.0 2.0	/	Trk 4
8.0	• Roadside Mow	Rich	8.0	/	Roadside mower
3.0	<ul style="list-style-type: none"> • Tree Work : - Clean up Tree debris from storms - Cut Site line Wales & shoddy 	Tom	3.0	chip into woods	Trk 4
		Zach	3.0		chipper saws
		Mark	3.0		Trk 7
5.0	<ul style="list-style-type: none"> • Shoulder Work : Various locations - Fill in Erosion - Set up truck w/ material Handler 	Tom	5.0	1) Load Loam/mix 8lbs seed	Trk 10
		Zach	4.0		Trk 4
		Mark	4.0		Hard Tools Loader

8-3-23 54°/79° Prthy Cldy

Jay 5:30 - 3:00

9.0

- Admin
- BOS Report
- Pay Bills
- Send Approved Quote to Flagman
- Finalize RFP Bid Spec for Parking Lot Paving

Trk 1

Job	staff	Time	materials	Equip
1.0 • Trash Compaction at T.S.	Tom	1.0	/	Back hoe
3.0 • Ck/Clear CB's and Waterways	Tom	2.0	/	Trk 2
	Zach	3.0		Trk 4
	Rich	3.0		
	Mark	3.0		
5.0 • Roadside Mowing	Rich	5.0	/	Roadside mower
1.5 • Weed Trimming at DPW	Tom	1.5	/	Trimmers
	Zach	1.5		
	Mark	1.5		
3.5 • Shoulder Work • Various Places Fill Erosion Areas	Tom	3.5	1.5 Loads Loam/mix 10 lbs Seed	Trk 10
	Zach	3.5		Trk 4
	Mark	3.5		Hand tools Loader

8-4-23 64°/77° Mostly Cldy

Jay 5:30-3:30

- 9.5
- Admin
 - Inspections
 - Budget Work/Reconciliation

Trk 1

	<u>Job</u>	<u>staff</u>	<u>Time</u>	<u>material</u>	<u>Equip</u>
8.0	• Roadside Mow	Rich	8.0	/	Roadside Mower
8.0	• Pick up & set up - Rental Screener • Screen Loam at Pit	Tom	8.0	Screen Loam to 3/4 - at Pit	Trk 3 Excavator Loader Rental Screener
		Mark	8.0		
		Zach	3.0		
5.0	• Sweep Various Spots in town from Erosion areas	Zach	5.0	1) Sweeper Bucket	Sweeper

8-7-23 61°/74° L+ Rain - Rain

Jay
8.75

5:15 - 2:30
Admin
Catch up paperwork

Trk 1

Job	Staff	Time	Materials	Equip
1.0 • Trash Compaction	Zach	1.0	/	Back Hoe
8.0 • Roadside Mow	Rich	8.0	/	Roadside Mower
3.0 • Screen Loam at Pit	mark Zach	3.0 2.0	screen loam to 3/4"	Excavator Loader Rental Screener
1.0 • Repair Street/stop Sign Cone Road	mark Zach	1.0 1.0	/	Trk 4
2.0 • Remove tree across Road on Townsend	mark Zach	2.0 2.0	1 Load wood to T.S.	Trk 4 Back Hoe
2.0 • Misc. work in shop	mark Zach	2.0 2.0	/	/
8.0 • Sick	Tom	8.0	/	/

8-8-23

70°/79°

T-storms - Rain - Setrd storms

Jay 5:30 - 2:30

8.5

Trk 1

- Admin
- Pay Bills
- Clear Water Filter at Veterans Memorial - Sprinkler System
- Inspections

Job	Staff	Time	Materials	Equip
8.0 • Roadside Mower	Rich	8.0	/	Roadside Mower
4.0 • Repair/Build Wood Rails a T.S. Pick up Supplies	Tom	4.0	Lumber From Home depot	Trk 4 hand Tools
	Mark	4.0		
3.0 • Ck/clear CB's and Waterways	Tom	3.0	/	Trk 4
	Mark	3.0		
1.0 • Remove Tree From Rail Trail	Tom	1.0	/	Trk 4 saws
	Mark	1.0		
8.0 • Vacation	Zach	8.0	/	/

8-9-23 65°/82° Mstly cldy

Jay 5:30 - 4:00

Trk 1

10.0

- Ck/clear water filter at Veterans Memorial Sprinkler System - plugged solid again !!
- Admin
- Wrk on Flag Pole lighting (Plan where/how)

	<u>Job</u>	<u>staff</u>	<u>Time</u>	<u>material</u>	<u>Equip</u>
1.0	• Trash Run	Tom Mark	1.0	/	Trk 4
7.0	• Tree Work:				
	- Remove Tree from across Rail Trail	Tom	2.0		Trk 4
	- Remove Brush/Low hanging Limbs at Museum Parking Lot & driveway	mark	2.0	/	Chipper saws
	- Remove Brush around Animal Pound at Shoddy Mill				
	- Remove low limbs Various Places				
8.0	• Roadside mowing	Rich	8.0	/	Roadside mower
8.0	• Vacation	Zach	8.0	/	/

8-10-23 59°/80° cldy - PM Rain

Jay 5:15 - 3:30
9.75

- Admin
- Budget Work
- CB40 DPW for Flag Pole lighting
- Meeting w/Scott at Cemetery - stump Removal

TRK 1

	<u>Job</u>	<u>staff</u>	<u>Time</u>	<u>Material</u>	<u>Equip</u>
8.0	• Roadside Mowing	Rich	8.0	/	Roadside mower
8.0	• Screen loam at pit	Tom	8.0	100 yards	Rental screener
		Mark	8.0		Excavator Pay loader
8.0	• Vacation	Zach	8.0	/	/

8-11-23

Jay 5:30 - 2:30
8.5

Trk 1

- Admin
- Pick up Supplies
- Work on Clearing Conduit

<u>Job</u>	<u>Staff</u>	<u>Time</u>	<u>Materials</u>	<u>Equip</u>
• Break down, Clean up, Return Rental Screener	Tom	5.0	/	Trk 3
• Move Excavator to Next Job	Mark	5.0		Trailer
• Clear & Install Pull rope in Spare Conduit out to Fueling area at DPW for lighting Run	Tom	3.0	Ø50' Pull rope	Shop Tools
	Mark	3.0		
• Roadside Mow	Rich	8.0	/	Roadside mower
• Vacation	Zach	8.0	/	/

8-14-23

61°/83°

Prtly Cldy

Jay

5:30 - 2:30

Trk 1

8.5

- Admin
- Pick up Grills From T.H. and Beach
- Pick up / Borrow Tools From Lenco Electric
- Meeting w/ Eric
- Assist Crew secure Jobsite

	<u>Job</u>	<u>staff</u>	<u>Time</u>	<u>Materials</u>	<u>Equip</u>
1.0	• Trash Compaction at T.S.	Tom	1.0	/	Back Hoe
8.5	• Drainage Work: - CB Replacement at Lake Rd across From Lake View * No Lunch *	Tom	7.5	5) Loads spalls	Excavator
		Mark	8.5	2) yds Peastone	Back Hoe
		Rich	8.5	1) Load process i) sump	Trk 4 Trk 5 Trk 3 Hand Tools
8.0	• Vacation	Zach	8.0	/	/

8-15-23 66°/71° Rain - PM shwrs

Jay
10.5

5:15 - 4:15

Trk 1

- Inspections - Ck on drainage project from overnight Rain
- Admin
- Pay Bills
- Change Out Flags at Veterans Monument
- Gather info/Presentation Lawn Tractor/mower Quotes
- Pick up Supplies

	<u>Job</u>	<u>staff</u>	<u>Time</u>	<u>material</u>	<u>Equip</u>
1.5	<ul style="list-style-type: none"> • Drainage work: Lake Rd - Maintain Dry Sump - Pump out Water - Add Material to Berm - Keep Water From entering Work area 	Tom Mark Rich	1.5 1.5 1.5	1) Load Process	Trk 4 Wtr Pump Trk 5 Back Hoe
6.5	<ul style="list-style-type: none"> • Ck/clear Waterways • Ck Signage along roadway's For Obstructions - Remove Vegetation 	Tom Mark	6.5 6.5	/	Trk 4 Pole Saw Hand Tools
6.5	• Roadside Mow	Rich	6.5	/	Roadside Mower
8.0	• Vacation	Zach	8.0	/	/

8-16-23 64°/77° Lt Rain - cldy

Jay 5:30 - 3:00

Trk 1

9.0

- Chk/clear Wtr Filter at Museum
- Admin
- Work on Drainage Project with Crew

	Job	Staff	Time	Materials	Equip
1.0	• Trash Run	Mark Rich	1.0 1.0	/	Trk 4
7.0	• Drainage Work: Lake Rd - Set Riser & Top for Locatin (R&R) - Break out Knockouts for pipe and Mortar Riser in place	Rich	7.0	1) 30' Riser	Excavator
		Mark	7.0	1) Bag Mortar	Back Hoe
		Jay	7.0		Trk 4 Hand Tools Trk 1
8.0	• P.L. Day	Tom	8.0	/	/
8.0	• Vacation	Zach	8.0	/	/

8-17-23

66°/76°

AM Drizzle - cldy

Jay 5:30 - 3:30

10.0

- Admin
- Work on Drainage Project with Crew

Trk 1

	<u>Job</u>	<u>Staff</u>	<u>Time</u>	<u>Materials</u>	<u>Equip</u>
1.0	• Trash Compaction	Tom	1.0	/	Back Hoe
9.5	• Drainage Work: Lake Rd Close Road, Replace Cross Culvert and Mortar Pipe at Basin (No Lunch)	Tom	8.5	4) 15" x 20' ADS	Excavator
		Rich	9.5	6' x 6" PVC pipe	Back Hoe
		Mark	9.5	1) 6" Fernco	Trk 4
		Jay	9.0	Assrtd Mason Block & Brick	Hand Tools Mortar Mixer Compactor
				6) Bags Mortar	Trk 3 Trk 5 Trk 1
8.0	• Vacation	Zach	8.0	/	/

8-21-23

60°/83°

Partly/Mostly Cldy

Jay 5:30 - 2:30

8.5

- Admin
- Pay Bills
- Repair Erosion on Pathway at Depot Parking
- Work with crew at Lake Rd

Trk 1
 Payloader
 Compactor
 1/4 yard stonedust

8.0

Job	Staff	Time	Materials	Equip
<ul style="list-style-type: none"> • Drainage: Lake Road CB Replacement - Set Top and Backfill - Place last Pipe & Install Flare & Backfill 	Tom	8.0	1) 2" Grade Ring	Excavator
	Rich	8.0	1) CB Top	Back Hoe
	Zach	8.0	2) Bags mortar	Trk 4
	Mark	8.0	1.5) loads Gravel	Trk 5
		8.0	2) Loads process	Trk 7
			1) Load spoils	Mixer
			10' x 15" ADS Pipe	Compactor
			1) 15" Flare	Hand Tools

8-22-23

59°/76°

Sunny

Jay 5:30 - 4:00

9.0

- Admin
- Dig Trench For Elec Conduit at DPW
- Pick up Supplies
- Inspections
- Help Carol @ Town Hall

Trk 1

Hand Tools

	Job	staff	Time	Material	Equip
5.0	• Finish Loam & Seed Drainage Job Lake Road	Tom	5.0	on site material	Excavator Hand Tools Trk 4
	• Top dress & Back Blade Lakeview Road	Rich	5.0	5 lbs seed	Back Hoe
	• Move Equip From Lake Road Job	Zach	5.0		Trk 3 Trailer
	• Pick up Wood From West Street Ext - Tree Removals	Mark	5.0	i) Load Wood	Trk 7
3.0	• Excavate Trench For Elec Conduit at DPW V-Plow lighting	Mark	3.0	on site material	Excavator
		Zach Jay	3.0		Hand Tools Trk 4 Trk 7
3.0	• Sweeping Debris Roads to be Chipsealed	Tom	3.0		Sweeper
		Rich	3.0	i) Load Sweepings	Trk 3

8-23-23

53°/75°

Sunny

Jay
8.75

5:30 - 3:15

Admin
Site Work DPW

Trk 1
Hand Tools

	Job	Staff	Time	Material	Equip
8.0	<ul style="list-style-type: none"> Site Work at DPW: - Dig trench and Install 130' of 3/4" Elec Conduit - Back fill & Compact - Loam & seed 	Mark Zach Jay	8.0 8.0	On Site Materials 130' x 3/4" Conduit 130' Caution Tape 5 lbs seed	Excavator Loader Trk 7
8.0	<ul style="list-style-type: none"> Sweep Roads to be Chipsealed 	Tom Rich	8.0 8.0	3) Loads sweepings	Sweeper Trk 3

8-24-23

51°/72°

Mostly Cldy

Jay 5:30 - 3:00

8.5

Admin

Site Work at DPW

Webinar - Winter Outlook

Trk 1

	<u>Job</u>	<u>staff</u>	<u>Time</u>	<u>Materials</u>	<u>Equip</u>
6.0	• Site work at DPW	Tom	5.0	site materials	Excavator
	- Excavate and Install Pier	Rich	6.0	12'x15" ADS Pipe	Trk 5
	- Forms V-Plow & Flag Pole	Zach	6.0	4'x18" ADS pipe	Trk 4
	- Back fill & Compact	Mark	6.0	8) CB Block	Hand Tools
		Jay			
1.0	• Union Meeting	Tom	1.0	/	/
		Rich	1.0	/	/
		Zach	1.0	/	/
		mark	1.0	/	/
1.0	• Webinar - winter outlook	Tom	1.0	/	/
		Rich	1.0	/	/
		Zach	1.0	/	/
		Mark	1.0	/	/
1.0	• Trash Compaction at T.S.	Tom	1.0	/	Back Hoe

8-25-23

64°/72°

Rain - Shwrs

Jay 5:30 - 2:30

Trk 1

Admin

Site work at DPW for V-Plow

<u>Job</u>	<u>Staff</u>	<u>Time</u>	<u>Materials</u>	<u>Equip</u>
<ul style="list-style-type: none"> • Site work at DPW - Bring to Grade, Backfill and Compact around Piers - Build Box & Frame Area for Stone Pad under V-Plow - Laydown Filter fabric - Backfill box with 1 3/4" stone 	Tom	5.0	On Site materials	Excavator
	Rich	5.0	4) 2" x 12" Boards	Trk 5
	Zach	5.0	Pressure Treated	Payloader
	Mark	5.0	12' x 12' Fabric	Hand Tools
	Jay	-	3) yds stone	Compactor
<ul style="list-style-type: none"> • Chk/clear CBs & Waterways 	Tom	3.0	/	/
	Zach	3.0		
	Rich	3.0		
	Mark	3.0		

8-18-23 68°/80° Am T-storms, Cldy, Am T-storms

Jay 5:15 - 2:30
8.75
 Admin
 Order Supplies

Trk 1

	Job	Staff	Time	Materials	Equip
2.0	<ul style="list-style-type: none"> Deliver & Set up Waste Block at Town Hall - Block driveway From School Deliver gravel For ground Breaking and set up tent For Ceremony of New Senior Center Break down tent and Put away 	Tom Rich mark Jay	2.0 2.0 2.0 2.0	1 yard Gravel 3) waste Block	Pay loader Trk 3 Trk 1
5.0	<ul style="list-style-type: none"> Drainage Work: secure Job site For Erosion and pump water out of Sump area, return pipe, ck waterways 	Tom Rich Mark	4.0 1.0 5.0	/	Trk 4 Pay loader Pump
1.0	<ul style="list-style-type: none"> Drop Chain Saws off For service at Vendor (didn't make it Trees down) 	mark	1.0	/	Trk 4
5.0	<ul style="list-style-type: none"> Change Oil in Roadside mower and Roadside mow 	Rich	5.0	shop Supplies	Roadside mower
2.0	Sick	Tom	2.0	/	/
8.0	Vacation	Zach	8.0	/	/

8-28-23 63°/76° Cldy - Mstly Cldy

Jay
8.75
5:45 - 3:00

- Admin
- office work

Trk 1

	<u>Job</u>	<u>Staff</u>	<u>Time</u>	<u>Materials</u>	<u>Equip</u>
1.0	Trash Compaction	Tom	1.0	/	Back Hoe
4.0	Prep For Curb - Lake Rd	Tom Rich Zach mark	3.0 4.0 4.0 4.0	3 Loads Spoils	Back Hoe Trk 3 Trk 7 Trk 4 Hand Tools
4.0	Fill Erosion Areas & seed on Various Roads	Tom Rich Zach mark	3.5 3.5 4.0 4.0	2 Loads Loam Mix 8 lbs seed	Back hoe Trk 10 Trk 4 Hand Tools
.5	Re-set waste Block at school	Tom Rich	.5 .5	/	Back Hoe

8-30-23 68°/79° Cldy-Drzzl-T strms

Jay 5:45 - 2:30

8.25

- Admin
- Site work at DPW

Trk 1

	Job	staff	Time	Materials	Equip
4.0	• Site Work at DPW: - Poor Piers for V-Plow - Pull Wire through Conduit For lighting	Tom	4.0	22) 80 lb bags Sakrete 322 Feet Low Voltage wire	Trk 1 Water Tank mixer Hand Tools
		Rich	4.0		
		Zach	4.0		
		Mark	4.0		
		Jay	4.0		
3.0	• Shop Work - Clean Shop - Change Feed motor on Chipper	Tom	3.0	/	shop Tools
		Rich	3.0		
		Zach	2.0		
		Mark	2.0		
1.0	• Set up V-Plow For Pick	Tom	1.0	/	Loader chains
		Rich	1.0		
		Zach	1.0		
		Mark	1.0		
1.0	• Trash Run	Zach	1.0	/	Trk 4
		Mark	1.0		

8-29-23 61°/77° Cloudy

Jay
8.5

5:30 - 2:30

Admin

Trk 1
Payloader
Compactor

Site work at DPW: Finish Elec Conduit Backfill & Compact
Loam & seed
Pull rope

	<u>Job</u>	<u>staff</u>	<u>Time</u>	<u>materials</u>	<u>Equip</u>
4.0	• Shoulder Work: - Fill Erosion Areas Various places	Tom Rich Zach mark	4.0 4.0 4.0 4.0	2 loads Loam mix 8 lbs seed	Back Hoe Trk 10 Trk 4 Hand Tools
2.5	• Roadside mow & Trim Bank along Route 6 at Trail Depot	Tom Rich Zach Mark	2.5 2.5 2.5 2.5	/	Roadside mower Trimmers
1.5	• Site work at DPW Loam & seed	Tom Rich Zach mark Jay	1.5 1.5 1.5 1.5	2 yds Loam 2 lbs seed	Payloader Hand Tools

8-31-23 58°/73° Mstly Sunny

Jay
9.25

5:30 - 3:15

Trk 1

Admin

Set U-Plow out Front

Set up for Pic-nic at T.H.

Contractor in for Pavement Repairs - Lake Road

Job	Staff	Time	Materials	Equip
2.0 • Set U-Plow out Front • Clean 4 Piers	Tom Mark Zach Rich Jay	1.0 1.0 1.0 2.0 2.0	/	Payloader Hand Tools
5.0 • Traffic Control - Lake Road	Rich	5.0	/	Trk 5
5.5 • Shoulder Work: - Fill Erosion Areas Various Places	Tom Zach Mark	5.5 5.5 5.5	1) Load Loam Mix 3 lbs seed	Trk 10 Back Hoe
1.5 • Pic-Nic at Town Hall	Tom Rich Zach Mark Jay	1.5 1.5 1.5 1.5 1.5	/	/

ANDOVER SENIOR TRANSPORTATION
MONTH OF AUGUST 2023

Dated 8/31/2023
Cathy Palazzi
Senior Coordinator

Drug tests – None

- Medicals 46
 - Events Five Events - (2) Friday lunches, (1) trip Main Moose, (1) Ground Breaking Ceremony, (1) Tag Sale Money to pay for senior lunches
 - Maintenance Zero Maintenance
 - Incident Log None.
 - Disabled 10 Passengers riding who require equipment or ramp to enter and exit bus.
 - Veterans 3 Medical trips to VA in Newington
 - Meetings 0 YAH Meeting
 - Shopping 4 trips (one per week) (4-5) seniors.
 - Food Share 2 trips per month – approximately (6) people riding.
 - Food Pantry 4 trips per month – approximately (5) people on Monday nights
(6) people on Wednesdays
-
- We service eleven (10) handicap people on a regular basis.
 - Quarterly Report sent to DOT.
 - Bus transportation continues to drive our seniors, disabled and veterans to their medical appointments, meetings, movies, luncheons, town meetings, shopping, food share, food pantry, and voting days.

Our Mission Statement is to service Seniors, Veterans and honor the American Disability Act (ADA) Clients in their medical or transportation needs: If underage disabled person requests assistance there must be a parent, guardian, or caregiver present. Title VI ADA state requirements are met and approved by state.

Cathy Palazzi
Senior Coordinator