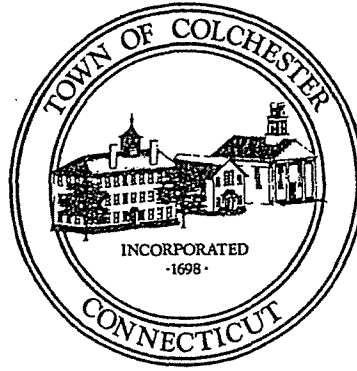


Gregg Schuster



First Selectman

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2010 DEC 20 AM 8:58

Gregg Schuster
TOWN CLERK

Public Hearing
Thursday, January 6, 2011
Colchester Town Hall

Meeting Room 1 – 7:00pm

1. Call to Order
2. Discussion on Joining the Chatham Health District
3. Adjourn

Gregg Schuster



First Selectman

**Board of Selectmen Regular Meeting Agenda
Thursday, January 6, 2011
Colchester Town Hall**

**Meeting Room 1 –
Immediately Following Public Hearing at 7:00pm**

1. Call to Order
2. Additions to the Agenda
3. Approve Minutes of the December 16, 2010 Public Hearing
4. Approve Minutes of the December 16, 2010 Regular Board of Selectmen Meeting
5. Approve Minutes of the December 22, 2010 Special Board of Selectmen Meeting
6. Citizen's Comments
7. Boards and Commissions – Interviews and/or Possible Appointments and Resignations
8. Budget Transfers
9. Tax Refunds & Rebates
10. Discussion and Possible Action on Inland Wetland Fees
11. Discussion and Possible Action on Joining the Chatham Health District
12. Discussion and Possible Action on Extension of Contract with Consultant for Senior Center Study Group
13. Discussion and Possible Action on Public Health Preparedness Contract
14. Discussion and Possible Action on Restated Version of the Town of Colchester Police Department Pension Plan
15. Discussion and Possible Action on Public Works Director Job Description

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Gregg Schuster
Mayor

16. Discussion and Possible Action on Vehicle Policy (First Reading)

17. Citizen's Comments

18. First Selectman's Report

19. Liaison Report

20. Adjourn

Gregg Schuster



First Selectman

**Board of Selectmen Regular Meeting Minutes
Thursday, December 16, 2010
Colchester Town Hall**

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2010 DEC 17 PM 2:52

**Meeting Room 1 –
Immediately Following Public Hearing at 7:00pm**

MEMBERS PRESENT: First Selectman Gregg Schuster, Selectman Rosemary Coyle, Selectman Stan Soby, and Selectman Greg Cordova

MEMBERS ABSENT: Selectman James Ford

OTHERS PRESENT: Linda Neal, Nancy Bray, Dot Mrowka, Sal Tassone, Judge Jodi Thomas, Wendy Mis, Dave Anderson, members of the Health District Task Force, Ryan Blessing, Katy Nally, Al Hemingway, and other members of the public.

1. **Call to Order**
First Selectman G. Schuster called the meeting to order at 7:01 p.m.
2. **Additions to the Agenda**
None
3. **Approve Minutes of the December 2, 2010 Public Hearing**
R. Coyle moved to approve the minutes of the December 2, 2010 Public Hearing, seconded by S. Soby. Unanimously approved. MOTION CARRIED.
4. **Approve Minutes of the December 2, 2010 Board of Selectmen Regular Meeting**
R. Coyle moved to approve the minutes of the December 2, 2010 Board of Selectmen Regular meeting, seconded by S. Soby. Unanimously approved. MOTION CARRIED.
5. **Citizen's Comments**
None
6. **Boards and Commissions – Interviews and/or Possible Appointments and Resignations**
 - a. **Planning & Zoning Commission. Member David Gesiak to be re-appointed for a three-year term to the Planning & Zoning Commission to expire 12/31/2013. David Gesiak to be interviewed.**
David Gesiak was not present.

- b. **Board of Assessment Appeals (two-year term to expire on 11/21/2012). Tearice Peters was interviewed on 12/02/2010 and John Bogush was interviewed on 11/18/2010. Discussion and Possible Appointment of Tearice Peters or John Bogush to the Board of Assessment Appeals.**
Chairman of the Board of Assessment Appeals addressed the Board of Selectmen and recommended John Bogush. S. Soby moved to appoint John Bogush to the Board of Assessment Appeals for a two-year term to expire 11/21/2010, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.
- c. **Sewer & Water Commission (three-year term to expire on 12/31/2013). Ken Fagnoli was interviewed on 11/18/2010. Discussion and Possible Appointment of Ken Fagnoli to the Sewer & Water Commission.**
R. Coyle moved to appoint Ken Fagnoli to the Sewer & Water Commission as a regular member for a term to expire 12/31/2013, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.
- d. **Police Commission. Steve Petty to be interviewed.**
Steve Petty was interviewed.
- e. **Police Commission. Patrick Mickens to be interviewed.**
Patrick Mickens was interviewed.
- f. **Police Commission. Discussion and Possible Appointment of Frank Jackter, John W. Carroll IV, Robert L. Kanaitis, Patrick Mickens, or Steve Petty to the Police Commission.**

Open Terms to Expire On:

- i. 11/01/12
- ii. 11/01/11

R. Coyle moved to appoint Patrick Mickens to the Police Commission as a regular member for a term to expire 11/01/12, there were no seconds. No further action taken.

7. Budget Transfers

S. Soby moved to approve the budget transfers for the Fire Department of \$731 (12202-44223) to \$731 (12204-44223), Fleet Maintenance of \$1,800 (13202-48404) and \$400 (13202-44223) to \$2,200 (13202-46226), and Highway Department of \$662 (13201-40101) to \$662 (13201-40105), seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

8. Tax Refunds & Rebates

S. Soby moved to approve the tax refunds in the amount of \$389.09 to Toyota Motor Credit Corp., \$23.49 to Latonya Kupper, \$6.52 to Rose and Michael Paggioli, and \$23.21 to Steven Goodwin, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

9. Discussion and Possible Action on Proclamation for Judge Jodi Thomas

R. Coyle moved to approve the proclamation for Judge Jodi Thomas, seconded by S. Soby. Unanimously approved. MOTION CARRIED. First Selectman G. Schuster presented on behalf of the Board of Selectmen a proclamation honoring Judge Jodi Thomas' service to the Town of Colchester as the Probate Judge. Lebanon First Selectwoman Joyce Okonuk was present and spoke in favor of Judge Thomas as well.

10. **Discussion and Possible Action on Health District Task Force Recommendation**
Health District Task Force Chairman and members of the Task Force presented their recommendation to the Board of Selectmen and answered questions from the Board. Discussion on mandatory contracts, reversal of contracts, satellite offices, grant funding, contract monitoring, the effect on the dental program, office space needs, per capita costs based on staffing, ability to respond to an emergency, decreases in net assets, net savings to the Town by joining, direction of State mandating Towns to join health districts, and the option of creating a new health district. G. Cordova moved to accept the recommendation of the Health District Task Force to join the Chatham Health District and pursuant to Connecticut General Statute 19a-241 hold a Public Hearing on Thursday, January 6th at 7:00p.m., seconded by S. Soby. Unanimously approved. MOTION CARRIED.

R. Coyle excused herself from the meeting at 8:13 p.m.

11. **Discussion and Possible Action on Release of Brookstone Estates Subdivision Surety Bond**
S. Soby moved to release the remaining Brookstone Estates Subdivision Surety Bond (Westchester Fire Insurance Company Bond #K07740359) in the amount of \$60,982.00 as recommended by the Town Engineer, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.
12. **Discussion and Possible Action on Renewal of Exercise Instructor Contract**
S. Soby moved to renew the contract with Sue Roos, Senior Center Exercise Instructor, beginning January 1, 2011 and ending December 31, 2011, and to authorize the First Selectman to sign all necessary documents, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

R. Coyle returned to the meeting at 8:15 p.m.

13. **Discussion and Possible Action on AFLAC Wingspan Benefits/Reimbursement Services**
R. Coyle moved to approve the Reimbursement Services Agreement with AFLAC Wingspan Benefits and authorize the First Selectman to sign all necessary documents, seconded by S. Soby. Unanimously approved. MOTION CARRIED.
14. **Discussion and Possible Action on Ad-Hoc Facilities Committee**
Discussion on timetable and direction of Ad-Hoc Facilities Committee. No action taken.
15. **Discussion and Possible Action on Police Commission**
Discussion on response from the town attorney regarding Selectman Coyle's inquiries. No action taken.
16. **Discussion and Possible Action on Parks & Recreation Program Fund**
No action taken.
17. **Citizen's Comments**
Discussion with Civics class students.
18. **First Selectman's Report**
First Selectman G. Schuster commented on the return of possible State streamflow regulations and their effect on the Town of Colchester and that Colchester has its first CERT class graduate this week.

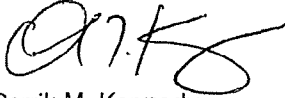
19. Liaison Report

S. Soby commented that the Planning & Zoning Commission has a proposal for the truck school to expand in a different building in Town, the developer of the gas station on Rt. 85 has a proposal for sidewalk development, and on the updating of the Zoning laws. The Police Commission has been discussing their budget priorities, the rules and regulations need to be revised, and they are beginning to work on the 5-year equipment plan.

20. Adjourn

G. Cordova moved to adjourn at 8:39 p.m., seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

Respectfully submitted,



Derrick M. Kennedy
Executive Assistant to the First Selectman

Attachments:

- Letter to BOS from Tearice Peters
- Memo from Town Engineer regarding Release of Subdivision Surety Bond
- Memo from Senior Center Director regarding Exercise Instructor Contract
- Memo from Chief Financial Officer regarding AFLAC Reimbursement Services

Tearice Peters
EMAIL: peters.tearice@att.net
860-537-6346

Enter into Public Record

December 16, 2010

**Dear First Selectman Gregg Shuster
And Members of the Board of Selectmen,**

I want to first start out by saying thank you to all of you for allowing me the time to interview for the open seat on the Board of Assessment Appeals. However, after leaving the Dec. 2nd BOS meeting, I was able to reflect back on the comment Selectman Stan Sobey made referring to a possible "ethical conflict" on my serving on the Board and participating in the C.C.C., Inc. non-profit group and felt a clarification was needed. I find it interesting that this would be a consideration now, considering I was elected to and had already served a full term on the BOAA. In addition, according to the State BOAA guidelines, one of the only qualifications required of a serving BOAA member is that they are usually long time residents of the Town. Because of the time Board members are in a town, they interact with and get to know many citizens that live there. You get to know your neighbors, relatives, businesses, your children's' friends' families, etc...; you are an interactive participating member of the community. These interactions may be in a positive light or not. However, knowing that this is an outcome of being a long time citizen of the town, you have to be willing to excuse yourself when a certain interaction may come before the Board in an appeal process. In addition, we were informed during the training course that you may not always need to excuse yourself, that you should be able to separate any ties or connections with the individual or situation, which I have done so without hesitation. That is why I am a bit puzzled by the current question of an ethical conflict.

As a Member on the Board of Assessment Appeals, you do not assess nor appraise property. You are a reviewing "jury". A property owner with an appeal comes before the board; brings at least 3 comparables with them to support their view. The problem I have with what Mr. Sobey is referring to as an "ethical" issue, I find unfounded. My function in the non-profit corp. has nothing to do with adjusting citizens' property values. CCC, Inc.'s mission is to make Colchester a safe, happy and friendly area of Connecticut for all its inhabitants. I don't see as an example: how fighting or assisting the town in industrial regulations has any bearing on my serving on the Board of Assessment Appeals. There wasn't an issue in the past and nothing has changed to warrant such a comment/opinion now.

My work ethic and integrity speaks for its self. I pride myself on always up holding all regulations. I have served on the Board in the past with an open, unbiased view, treating all who came before the board with the up most respect and honesty looking at their request. I asked questions and made request to other various Town Departments for clarifications. Even under preset pressure to vote a certain way from the chairman of the BOAA, at that time Mr. Anderson, I felt it was my duty to seek out the correct facts and ask questions, so that I could make the best-informed, unbiased decision possible in fairness to the property owners of this town.

I would hope you all would share in the acknowledgement that my experience and viewpoint that there should be a fair and unbiased Board serving the citizens of Colchester is what the BOAA needs. I appreciate your time and understanding. If any of you have additional questions or concerns, you can reach me either by phone: 860-537-6346 or email: peters.tearice@att.net.


**Sincerely,
Tearice Peters**

December 7, 2010

Code Administration
Building Official
Fire Marshal
Wetlands Enforcement



Planning and Zoning
Planning Director
Zoning Enforcement
Town Engineer

To: Colchester Board of Selectmen
From: Salvatore A. Tassone P.E. – Town Engineer 
Re: Brookstone Estates Subdivision, Red Schoolhouse Road and Brookstone Drive, Colchester CT. Owner/Developer – Brookstone LLC – Mario Mucciacciaro.

The owner of the referenced Subdivision has requested the release of his 10% Road Maintenance Bond. As of December 3, 2010, the road maintenance bond has been in place for the required 1 year period. Based on a site inspection conducted on December 6, 2010, It appears that all of the public improvements associated with the referenced subdivision are in good condition. It is therefore recommended that the existing Subdivision Surety Bond (Bond #KO7740359 provided by Westchester Fire Insurance Company) in the amount of \$60,982.00, be released as requested.

Recommended Motion:

Motion that the Board of Selectmen release the remaining Brookstone Estates Subdivision Surety Bond (Westchester Fire Insurance Company Bond#KO7740359) in the amount of \$60,982.00

Colchester Senior Center
BOS Request for Approval

To: Board of Selectmen

From: Patti White, Director

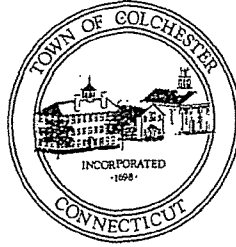
Re: Renewal of Exercise Instructor Contract

Date: 12/1/10

This letter of agreement/contract is a renewal of the existing contract with an exercise instructor at the senior center. The language has remained the same. Only the dates have been changed.

Action Recommended:

That the Colchester Board of Selectmen authorize Gregg Schuster, First Selectman, to sign the renewal contract with Sue Roos, senior center exercise instructor, beginning January 1, 2011 and ending December 31, 2011.



**N. Maggie Cosgrove
Chief Financial Officer
Finance Department**

Date: December 9, 2010

To: Board of Selectmen

From: N. Maggie Cosgrove, CFO

Subject: Aflac Wingspan Benefit Services - Reimbursement Services Agreement

Background

Aflac is the plan service provider for the Town of Colchester Flexible Spending Account (FSA). The Finance Department has successfully negotiated a zero increase in the fees for the renewal plan year date of 1/1/2011 of \$3.00 per participant with a monthly minimum fee of \$25.00. Aflac had initially proposed a fee increase to \$5.00 per participant with a monthly minimum fee of \$50.00 for the Town plan.

The plan provider services involve the use or disclosure of information which meets the statutory definition of Protected Health Information. Under the Standards for Privacy of Individually Identifiable Health Information, as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act, the Town and the plan provider must enter into a written business associate agreement with respect to the use and disclosure of Protected Health Information – the Business Associate Agreement is included as Exhibit A of the Reimbursement Services Agreement.

Recommendation

Approval of Reimbursement Services Agreement and authorization for First Selectman to sign all necessary documents.

Gregg Schuster

First Selectman



Public Hearing
Thursday, December 16, 2010
Colchester Town Hall

Meeting Room 1 – 7:00pm

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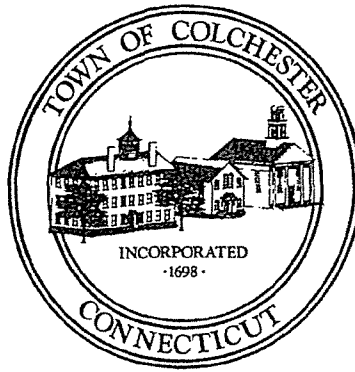
MEMBERS PRESENT: First Selectman Gregg Schuster, Selectman Stan Soby, Selectman Greg Cordova, and Selectman Rosemary Coyle.

MEMBERS ABSENT: Selectman James Ford

OTHERS PRESENT: Derrik Kennedy, Dave Anderson, Wendy Mis, Rob Tarlov, David Dander, Al Hemingway, Katy Nally, Ryan Blessing, and members of the public.

- 1. Call to Order**
First Selectman G. Schuster called the Public Hearing to order at 7:00 p.m.
- 2. Discussion on Changes to the Inland Wetlands Fee Schedule Ordinance**
No questions or discussion from those present.
- 3. Adjourn**
R. Coyle moved to adjourn at 7:01 p.m., seconded by S. Soby. Unanimously approved.
MOTION CARRIED.

DERRIK KENNEDY
EXEC. ASST. TO FIRST SELECTMAN



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2010 DEC 23 AM 11:29
HARRIS

**Board of Selectmen Special Meeting Minutes
Wednesday, December 22, 2010
Colchester Town Hall – 7:00PM**

MEMBERS PRESENT: First Selectman Gregg Schuster, Selectman Rosemary Coyle, Selectman Stan Soby, Selectman Greg Cordova, and Selectman James Ford (via phone)

MEMBERS ABSENT:

OTHERS PRESENT: Candace Barnes, David Gesiak

1. Call to Order

First Selectman G. Schuster called the special meeting of the Board of Selectmen to order at 7:00 p.m.

2. Boards and Commissions – Interviews and/or Possible Appointments and Resignations

- a. **Planning & Zoning Commission. Member David Gesiak to be re-appointed for a three-year term to the Planning & Zoning Commission to expire 12/31/2013. David Gesiak to be interviewed.**

David Gesiak was interviewed. R. Coyle moved to appoint David Gesiak to a new three-year term to the Planning & Zoning Commission set to expire on 12/31/2013, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

- b. **Police Commission. Discussion and Possible Appointment of Frank Jackter, John W. Carroll IV, Robert L. Kanaitis, Patrick Mickens, or Steve Petty to the Police Commission.**

Open Terms to Expire On:

- i. 11/01/12
- ii. 11/01/11

R. Coyle moved to appoint Patrick Mickens to the Police Commission for a term to expire 11/01/12, seconded by J. Ford. R. Coyle and J. Ford voted in favor. S. Soby and G. Cordova voted against. First Selectman Schuster voted against. MOTION FAILED.

S. Soby moved to appoint Frank Jackter to the Police Commission for a term to expire 11/01/12, seconded by G. Cordova. S. Soby and G. Cordova voted in favor. J. Ford and R. Coyle voted against. First Selectman Schuster voted in favor. MOTION CARRIED.

S. Soby moved to appoint Steve Petty to the Police Commission for a term to expire 11/01/11, seconded by G. Cordova. J. Ford abstained. All others voted in favor. MOTION CARRIED.

3. **Adjourn**

S. Soby moved to adjourn at 7:05 p.m., seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

Respectfully submitted,

Candace Barnes
Meeting Clerk

Town of Colchester
General Fund
Budget Transfer/Additional Appropriation

Department: Fire

Reason for Request: To provide alpha - numeric pagers to the cadets of the Fire Company. This will provide necessary immediate communication requesting response for service from them.

Reason for Available Funds: There are funds for cadet turnout gear that have been approved to be used for emergency communication devices. The turn out gear acquired last year was received late in the year and therefore supply is sufficient for this year.

From:	Account Number	Account Name	Amount
	12202-42323	protective clothing	1,190
To:	12202-42346	fire equipment supplies	1,190

Dec 1, 2010
Date Requested

Walter Cox

Department Director or Supervisor - Signature

Print Name Walter Cox

12/10/10
Date Reviewed

[Signature]

Chief Financial Officer

1/4/11
Date Approved

[Signature]

First Selectman

Date Approved

Board of Selectmen Clerk

Date Approved

Board of Finance Clerk

Code Administration
Building Official
Fire Marshal
Wetlands Enforcement



Planning and Zoning
Planning Director
Zoning Enforcement
Town Engineer

Memorandum

To: Board of Selectmen

From: Jay Gigliotti, Wetlands Enforcement Officer *JRG*

Subj: Fee schedule

Date: 10.19.10

RE Update Inland Wetland and Watercourse Fee Schedule

On Wednesday June 9th, 2010, The Colchester Conservation Commission voted to send a revised fee schedule to the Board of Selectman for approval.

The fee schedule was revised to correct inconsistencies with the existing schedule and . The new proposed fees have been established by comparison to other towns similar in size, population and potential development. Amount of time required to review applications was also considered.

Attached is the fee proposed fee schedule. Any changes are highlighted in Red.

Recommended Motion: Motion to approved Colchester's revised Inland Wetland and Watercourse Fee schedule as shown on the attached and proposed by The Colchester Conservation Commission.

FEE STRUCTURE FOR
INLAND WETLAND AND WATERCOURSE APPLICATIONS

- A. **Permitted as of Right and Non-regulated uses:** \$75 if review needed fee.
 - B. **Renew, Transfer or Amend Permit:** \$100
 - C. **Base Administrative fee:** \$200
 - D. **Wetland Agent Approval:** \$50.
 - E. **Public Hearing Fee:** \$200
 - F. **Non-significant activity:** \$100.
 - G. **Significant activity:** \$200 plus \$1 for each 1000 square feet of wetlands or fraction thereof on the application property and \$10 for each 1,000 square feet of wetlands or fraction thereof disturbed or created.
 - H. **Subdivision with no municipal improvements:** \$50.00 (\$200 if significant) plus \$55 per lot and \$10 for each 1,000 square feet of wetlands or fraction thereof disturbed or created.
 - I. **Subdivision with municipal improvements:** \$50.00 (\$200 if significant) plus \$65 per lot, \$1 for each 1000 square feet of wetlands or fraction thereof on the application property and \$10 for each 1,000 square feet of wetlands or fraction thereof disturbed or created, to a maximum \$2000
 - J. **Commercial Development:** \$400 plus \$50.00 (\$200 if significant) plus \$1 for each 1000 square feet of wetlands or fraction thereof on the application property and \$10 for each 1,000 square feet of wetlands or fraction thereof disturbed or created
 - K. **Petitions for Changes in Regulations or the Wetlands Map:** \$155.00
9. **A State fee** of \$60.00 must be added to all of the above fees pursuant CGS 22a-27j.
10. In addition to the above, for permitted construction projects which require **environmental site monitoring**, the cost of such monitoring shall be at the expense of the applicant.

Please speak with the Wetlands Enforcement Officer to determine the fee for any application to the Conservation Commission.

The full text of the Ordinance is available from the Wetlands Enforcement Officer or in the Town Clerk's office

To: Board of Selectmen

From: Patti White, Senior Services Director

Re: Extension of Contract with Consultant to work with Senior Center Study Group

Date: 1/3/11

This is a request for the Board of Selectmen to approve a three month extension of the existing contract (which expired on 12/31/10) with the consultant working with the Senior Center Study Group and to empower the First Selectman to sign/execute said contract. The total compensation of the extended contract shall not exceed the initial \$2,200.00 approved by the BOS (No additional funds will be allocated).

Recommended Actions:

Motion to approve the three month extension (through March 31, 2011) of the contract with Dawn Homer-Bouthiette and authorize the First Selectman to sign and execute the contract.

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into as of the 1st day of September, 2010, by and between the Colchester Senior Center ("the Agency"), and Dawn Homer-Bouthiette, ("the Contractor") and shall remain in full effect until December 31, 2010.

1. Independent Contractor. Subject to the terms and conditions of this Agreement, the Agency hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement.
2. Duties, Term, and Compensation. The Contractor's duties, term of engagement, compensation and provisions for payment thereof shall be as set forth in and attached as Exhibit A. Exhibit A may be amended in writing and hereby incorporated by reference.
3. Expenses. During the term of this Agreement, the Contractor shall bill and the Agency shall reimburse for all reasonable and pre-approved out-of-pocket expenses which are incurred in connection with the performance of the duties hereunder and in accordance with the tasks described in Exhibit A.
4. Written Reports and Other Communications. The Agency may request that project plans, progress reports and a final report be provided by the Consultant on a monthly basis. Any and all reports shall meet the timeframe, format, content and data requirements as reasonably requested by the Agency.
5. Confidentiality. The Contractor acknowledges that during the engagement she will have access to and become acquainted with various processes, information, records and specifications regarding the Agency in connection with the operation of its business including, without limitation, the Agency's business and product processes, methods, customer lists, accounts and procedures. The Contractor agrees that she will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Agency. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the Agency, whether prepared by the Contractor or otherwise coming into her possession, shall remain the exclusive property of the Agency. The Contractor shall not retain any copies of the foregoing without the Agency's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the Agency, the Contractor shall immediately deliver to the Agency all such files, records, documents, specifications, information, and other items in her possession or under her control.
6. Conflicts of Interest. The Contractor represents that she is free to enter into this Agreement and that this engagement does not violate the terms of any agreement between the Contractor and any third party. During the term of this agreement, the Contractor shall devote as much of her productive time, energy and abilities to the performance of her duties hereunder as is necessary to perform the required duties

in a timely and productive manner. The Contractor is expressly free to perform services for other parties while performing services for the Agency.

7. Termination. The Agency may terminate this Agreement at any time by ten (10) working days' written notice to the Contractor.

8. Independent Contractor. This Agreement shall not render the Contractor an employee, partner, agent of, the Agency for any purpose. The Contractor is and will remain an independent contractor in her relationship to the Agency. The Agency shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the Agency hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

9. Assignment. The Contractor shall not assign any of her rights under this Agreement, or delegate the performance of any of her duties hereunder, without the prior written consent of the Agency.

10. Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to the Contractor: Dawn L. Homer-Bouthiette
216 Newgate Road
East Granby, CT 06026 860-653-9489

If to the Agency: Gregg Schuster, First Selectmen
Town of Colchester
127 Norwich Avenue
Colchester, CT 06415 860- 537-7220

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

11. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

12. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

13. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

For The Agency:

For the Contractor:

By: _____
Gregg Schuster, First Selectmen

By: _____
Dawn Homer-Bouthiette, Contractor

Date: _____

Date: _____

|

EXHIBIT A

DUTIES, TERM, AND COMPENSATION

Project: Colchester Senior Center Study Group

Term: September 1, 2010 – December 31, 2010

Duties: The duties assigned and accepted during the term of this Agreement shall be consistent with the mission of the Colchester Senior Center, the charge of the Senior Center Study Committee and may include but need not be limited to:

- **Project-related research;**
- **Community survey design and analysis;**
- **Technical assistance and consultation services;**
- **Meeting planning, facilitation and follow-up; and**
- **Other reasonable duties requested within the Consultant's scope of expertise.**

Compensation: Compensation shall be rendered at an hourly rate of \$50.00 for an average of eleven (11) hours per month billable monthly, not to exceed a maximum of \$2,200 during the term of this Agreement.

Project Schedule & Deliverables

September 2010

- **Finish research**
- **Finalize Project work plan**
- **Finalize community survey tools & timeline**

October, 2010

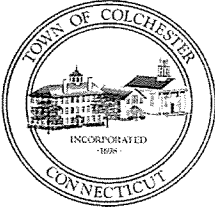
- **Project Status Update**
- **Complete SWOT Analysis**

November, 2010

- **Project Status Update**
- **Review information from SWOT**
- **Review preliminary survey results**
- **Negotiate and vote on recommendations**

December, 2010

- **Finalize Committee Report**




Colchester Health Department



Public Health
Prevent. Promote. Protect.

MEMORANDUM

DATE: December 16, 2010
TO: Gregg Schuster
FROM: Wendy Mis. 
RE: Public Health Preparedness contract

I have received the contract and personal service agreement from the Connecticut Department of Public Health for continuation of the Public Health Preparedness grant. The total grant award for this contract year (August 10, 2010 through August 9, 2011) is \$36,478.00.

As has been necessary in the past for this type of funding, in order for me to complete the paperwork required by the CT Department of Public Health, it is necessary for the Board of Selectmen to pass a resolution allowing the First Selectman the authority to sign the contract. Once this is done, the contract paperwork can be signed, dated, and submitted. Nancy Bray, as the Town Clerk, will certify the First Selectman's signature after it has been signed and dated. Please schedule this item on the BoS agenda at the earliest opportunity so that the package can be submitted as soon as possible. If there are any questions, please contact me.

Please consider a motion by the Board of Selectmen to pass a resolution allowing the First Selectman the authority to sign the contract and grant related paperwork as required for the 2011 Prevention Health Block Grant.

**VENDOR INVOICE FOR GOODS OR SERVICES
 RENDERED TO THE STATE OF CONNECTICUT
 CO-17 Rev 7/03**

STATE OF CONNECTICUT
 OFFICE OF THE STATE COMPTROLLER
 ACCOUNTS PAYABLE DIVISION

VENDOR: Please complete this form and send it to the
 DEPARTMENT BILLING ADDRESS SHOWN ON PURCHASE ORDER

(1) Business Unit Name	(2) Business Unit Number	(3) Invoice Number	(4) Invoice Amount \$18,239
(5) Document Date	(6) Invoice Date	(7) Accounting Date	(8) Rpt. Type T
			(9) . VENDOR FEIN/SSN - SUFFIX 000-00-0028

VENDOR/PAYEE: FIELDS 9, 10 14 and 18 ARE MANDATORY FOR PAYMENT

(10) Payee: Town of Colchester Address: 127 Norwich Avenue Address: City: Colchester State: CT 06415	(11) Voucher Number
	(12) Voucher Date: Prepared by:

(13) VENDOR BILLING COMMENTS: Log # 2011-1069 CORE-CT # : 10DPH1069HH

(14) Give a full description of goods or services	(15) Quantity	(16) Units	(17) Unit Price	(18) Amount
Contract Log # 2011-1069 Services in connection with: Public Health Emergency Preparedness In accordance with contract date: 08/10/2010 through 08/09/2011. Per Contract Terms... I certify that the above is a valid claim and has not been paid by the State of Connecticut. XX _____ (Contractor) Signature of Authorized Person _____ (Print or Type Name & Title)				\$18,239

BUSINESS UNIT USE ONLY

(19) Amount	(23) FUND	(24) Department	(25) SID	(26) Program	(27) Account	(28) Project	(29) Budget Ref	(30) CFDA #
\$18,239	12060	DPH48557	22333	42008	55050	DPH22333PHP	2011	93.069

(31) DEPARTMENT NAME AND ADDRESS: STATE OF CONNECTICUT DEPARTMENT OF PUBLIC HEALTH 410 CAPITOL AVENUE, MS# 13 GCT PO BOX 340308 HARTFORD, CT. 06134-0308	(32) PO NO.	(35) COMMODITIES RECEIVED or SERVICES RENDERED- Signature	
	(34) PO BUS UNIT	(DPH AUTHORIZED SIGNATURE)	
	(36) Receiving Report No.	(37) Date of Receipt	

SHIPPING INFORMATION

(38) Date shipped	(39) From City/State	(40) Via Carrier	(41) F.O.B.
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PERSONAL SERVICE AGREEMENT

CO-802A REV.2/2000 (electronic version)
PRINT OR TYPE

**STATE OF CONNECTICUT
OFFICE OF THE STATE COMPTROLLER
CENTRAL ACCOUNTS PAYABLE DIVISION**

- The State Agency And The Contractor As Listed Below Hereby Enter Into An Agreement Subject to the terms and conditions stated herein and/or Attached hereto and Subject to the Provisions of Section 4-98 of the Connecticut General Statutes as Applicable
- Acceptance of this Contract implies Conformance with Terms and Conditions, as attached hereto and incorporated by reference.

DPH Log # 2011-1069

		(1) <input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment					(2) Identification No P.S.			
CONTRACTOR		(3) Contractor Name Town of Colchester					(4) Are you Presently a State Employee <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
		Address 127 Norwich Avenue, Colchester, CT 06415					Contractor FEIN/SSN 000-00-0028			
STATE AGENCY		(5) Agency Name And Address State of Connecticut, Department of Public Health MS#13 GCT, 410 Capitol Ave., PO Box 340308, Hartford, CT 06134-0308					(6) AGENCY NO. 48500			
CONTRACT PERIOD		(7) DATE (FROM) 08/10/10		THROUGH (TO) 08/09/11		(8) INDICATE <input type="checkbox"/> Master Agreement <input type="checkbox"/> Contract Award No. <input checked="" type="checkbox"/> Neither				
CANCELLATION CLAUSE		THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE ENTIRE TERM OF THE CONTRACT PERIOD STATED ABOVE UNLESS CANCELLED BY THE STATE AGENCY, BY GIVING THE CONTRACTOR WRITTEN NOTICE OF SUCH INTENTION (REQUIRED DAYS NOTICE SPECIFIED AT RIGHT.)					(9) Required No. of days written notice: 30			
COMPLETE DESCRIPTION OF SERVICE		(10) CONTRACTOR AGREES TO: <i>(Include special provisions - Attach additional blank sheets if necessary.)</i> A. Town of Colchester, hereinafter "the Contractor", shall provide services to the Department of Public Health, hereinafter "the Department", as described in this Agreement, on page 2 as follows: (Continued on Page 1b)								
COST AND SCHEDULE OF PAYMENTS		(11) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES. Payment shall be made according to the schedule in Section F. of this Contract. The total amount of this Contract shall not exceed \$36,478.00.								
(12) Act CD	(13) Doc Typ	(14) Comm Typ	(15) LSE Typ	(16) Org Agcy 48500	(17) Doc No.	(18) Commit Agency 48500	(19) Commit Num	(20) FEIN/SSN 000-00-0028		
(21) COMMITTED AMOUNT \$				(22) OBLIGATED AMOUNT \$36,478			(23) CONTRACT PERIOD <i>(from/to)</i> 8/10/2010 8/9/2011			
REQUIRED										OPT
(24) Amount	(25) FUND	(26) Department	(27) SID	(28) Program	(29) Account	(30) Project	(31) Budget Ref	(32) CFDA		
\$36,478.00	12060	DPH48557	22333	42008	55050	DPH22333PHP 2011		93.069		
An Individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code section 3121(d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.										
ACCEPTANCES AND APPROVALS					(33) STATUTORY AUTHORITY: 4-8, 19a-2a					
The Contractor herein IS NOT a Business Associate under HIPAA:										
(34) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)					TITLE			DATE		
					First Selectman					
(35) AGENCY (AUTHORIZED OFFICIAL)					TITLE			DATE		
Norma D. Gyle, R.N., Ph.D					Deputy Commissioner					
(36) OFFICE OF POLICY & MGMT./DEPT. OF ADMIN. SERV.					TITLE			DATE		
(37) ATTORNEY GENERAL (APPROVED AS TO FORM AND LEGAL SUFFICIENCY)								DATE		

WORKFORCE ANALYSIS

Contractor Name: Town of Colchester Total Number of CT employees: **105**
 Address: 127 Norwich Avenue, Colchester, CT 06415 Full Time: **84** Part Time: **21**

Complete the following Workforce Analysis for employees on Connecticut worksites who are:

Job Categories	Overall Totals (sum of all cols. male & female)	White (not of Hispanic Origin)		Black (not of Hispanic Origin)		Hispanic		Asian or Pacific Islander		American Indian Or Alaskan Native		People with Disabilities	
		Male	female	male	female	male	female	male	female	male	female	male	female
Officials & Managers	18	11	7										
Professionals	19	4	15										
Technicians	9	9	0										
Office & Clerical	20	1	19										
Craft Workers (skilled)	4	4	0										
Operatives (semi-skilled)	17	16	1										
Laborers (unskilled)	0	0	0										
Service Workers	18	15	3										
Totals Above	105	60	45										
Totals 1 year Ago	105	60	45										

FORMAL ON-THE-JOB TRAINEES (Enter figures for the same categories as are shown above)

Apprentices	0	0	0										
Trainees	0	0	0										

EMPLOYMENT FIGURES WERE OBTAINED FROM: Visual Check Employment Records Other

1. Have you successfully implemented an Affirmative Action Plan? YES NO
 Date of implementation: **3/26/08** If the answer is "No", explain: _____

1. a) Do you promise to develop and implement a successful Affirmative Action? YES NO Not Applicable Explanation: _____

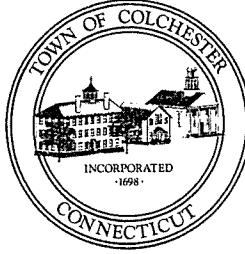
2. Have you successfully developed an apprenticeship program complying with Sec. 46a-68-1 to 46a-68-17 of the Connecticut Department of Labor Regulations, inclusive: YES NO Not Applicable Explanation: _____

3. According to EEO-1 data, is the composition of your work force at or near parity when compared with the racial and sexual composition of the work force in the relevant labor market area? YES NO
 Explanation: _____

4. If you plan to subcontract, will you set aside a portion of the contract for legitimate minority business enterprises? YES NO Explanation: _____

Contractor's Authorized Signature


Date



**N. Maggie Cosgrove
Chief Financial Officer
Finance Department**

Date: January 4, 2011

To: Board of Selectmen

From: N. Maggie Cosgrove, CFO 

Subject: Police Pension Plan Restatement

Shipman & Goodwin has submitted the proposed restatement of the Town of Colchester Police Department Pension Plan. The restatement incorporates Amendments No. 1 (collectively bargained provision permitting the purchase of prior service) and No. 2 (a federally required amendment due to changes in the regulations under Internal Revenue Code Section 415), and a series of other changes required under the Internal Revenue Code over the past several years. Each of the changes is required under the Internal Revenue Code and/or the regulations thereunder. It should be noted that none of the changes to the Plan would have a negative impact on the future pension benefits of the employees covered under the Plan.

The deadline for execution of the restatement of the Police Pension Plan is January 31, 2011.

Recommendation

Approval of resolution to adopt the Town of Colchester Police Department Pension Plan as amended and restated to comply with Federal law and regulations effective July 1, 2010 (first date of plan year during which the plan is amended and restated).

The Town of Colchester Police Department

Pension Plan

Effective July 1, 2010

THE TOWN OF COLCHESTER POLICE DEPARTMENT
PENSION PLAN

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PREAMBLE

This plan contains provisions set forth in the July 1, 2003 - June 30, 2007 Collective Bargaining Agreement between the Town of Colchester and Colchester Police Union, Local 2693T, Council #15, AFSCME, AFL-CIO. This document is intended to constitute a qualified governmental pension plan under Internal Revenue Code Section 401(a).

ARTICLE 1

DEFINITIONS

Section 1.01 Accrued Benefit. A Participant's Accrued Benefit, at any given point in time, shall be as set forth in Section 5.01.

Section 1.02 Actuarial Equivalent. A benefit of equivalent value to a life annuity benefit determined using the U.P. 1994 mortality table and 6% interest.

Section 1.03 Bargaining Agreement. The collective bargaining agreement in effect from time to time between the Bargaining Unit and the Town.

Section 1.04 Bargaining Unit. Colchester Police Union, Local 2693T, Council #15, AFSCME, AFL-CIO.

Section 1.05 Beneficiary. Any person or persons designated by the Participant, or otherwise entitled, to receive any benefit hereunder not received by the Participant or the Participant's Surviving Spouse.

Section 1.06 Board. The Board of Selectmen.

Section 1.07 Town. The Town of Colchester.

Section 1.08 Compensation. The Employee's weekly base salary only, excluding (without limitation) payments for extra duty, overtime, longevity or shift premiums. Compensation shall be determined as if no elective salary reduction has been made pursuant to Sections 125 (including amounts not available to a Participant in cash in lieu of group health

coverage because the Participant is unable to certify that he or she has other health coverage) and 457(b) of the Code.

The annual compensation of each Participant taken into account in determining benefit accruals shall not exceed \$200,000. Annual compensation means compensation during the plan year or such other consecutive 12-month period over which compensation is otherwise determined under the plan (the "determination period"). The \$200,000 limit on annual compensation shall be adjusted for cost-of-living increases in accordance with section 401(a)(17)(B) of the Code. The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year.

Notwithstanding any provision of the Plan to the contrary, Compensation shall not be reduced by elective deferrals or by salary reduction amounts contributed to any cafeteria plan of the Town under Sections 125 (including, effective for Plan Years beginning after December 31, 1997, deemed Section 125 amounts not available to a Participant in cash in lieu of group health coverage because the Participant is unable to certify that he or she has other health coverage) or 132(f) of the Code, or by any salary reduction amounts pursuant to Section 402(g)(3) of the Code.

Section 1.09 Dependent. The term as defined in Section 152 of the Internal Revenue Code of 1986, as amended from time to time.

Section 1.10 Effective Date. July 1, 2005.

Section 1.11 Employee. Any regular, full-time, investigatory and uniformed member of the Town's Police Department who is duly sworn and vested with police powers, excluding any such member excluded from the Bargaining Unit by the Municipal Employees Relations Act ("MERA").

Section 1.12 Employee Contributions. Contributions described in Section 3.03.

Section 1.13 Employer. The Town of Colchester and any governmental entity succeeding to the rights or assuming the obligations hereunder in the manner described in Article 13 hereof.

Section 1.14 Final Average Salary. The Employee's Compensation for the highest three Plan Years of active employment with the Employer divided by three (3).

Section 1.15 Fund. The funds held by the Funding Agent derived from contributions made pursuant to the Plan, any property into which the same or any part thereof may be converted, and any increment thereto or income thereon.

Section 1.16 Funding Agent. The Board or any other trustee, insurance company or other person, or any combination of the foregoing, which is maintaining custody of the funds which derive from contributions made pursuant to the Plan and from which benefits shall be paid, or any successor to such person.

Section 1.17 Funding Agreement. The agreement of trust and/or group annuity contract pursuant to which the Funding Agent maintains custody of the Fund.

Section 1.18 Participant. An Employee participating in the Plan pursuant to Article 2 hereof.

Section 1.19 Plan. The Town of Colchester Police Department Pension Plan as set forth herein and as hereafter amended.

Section 1.20 Plan Year. The 12 month period commencing July 1 and ending June 30.

Section 1.21 Qualified Domestic Relations Order (Order). A Qualified Domestic Relations Order (Order) is a signed domestic relations order issued by a state court or agency that creates, recognizes or assigns to an alternate payee(s) the right to receive all or a part of a Participant's Plan benefit. An alternate payee is a Spouse, former Spouse, child or other dependent who is treated as a Beneficiary under the Plan as a result of the Order.

Section 1.22 Spouse or Surviving Spouse. The spouse or surviving spouse of the Participant under applicable state law, provided that a former spouse will be treated as the Spouse or Surviving Spouse to the extent provided under a Qualified Domestic Relations Order.

Section 1.23 Year of Service. An annual period during which an Employee performs active service with the Employer in accordance with the terms of the Bargaining Agreement. (Any less than whole year periods of service shall be disregarded.) The first such annual period shall begin on the date, on or after the Effective Date, on which an Employee commences employment, and subsequent annual periods shall begin on anniversaries thereof; provided, however, that solely for purposes of determining the Accrued Benefit pursuant to Section 5.01 the first such annual period for a Designated Prior Service Participant shall begin on the later of (i) the date that is 6 years prior to the Effective Date, and (ii) the date on which such Designated Prior Service Participant commenced employment. For purposes of this Section, "Designated

Prior Service Participant" means an Employee who commenced active service with the Employer in accordance with the terms of the Bargaining Agreement prior to the Effective Date and who was continuously employed in such capacity from such employment commencement date through the Effective Date.

To the extent permitted by applicable law, the Town shall permit a Designated Prior Service Participant to purchase additional Years of Service for annual periods during which such Participant performed active service with the Employer, in accordance with the terms of the Bargaining Agreement, prior to July 1, 1999. The full cost of the purchase of such service, as determined by, and in the sole discretion of, the Plan's Actuary using reasonable assumptions with respect to relevant factors (including, but not limited to, Final Average Salary, retirement date and interest rate), shall be paid by such Participant. The Town shall adopt reasonable procedures for effectuating such purchases.

ARTICLE 2

ELIGIBILITY

Section 2.01 Eligibility to Participate. Each Employee shall become a Participant on the date the Employee commences making Employee Contributions.

Section 2.02 Reemployment. If a Participant ceases to be an Employee and subsequently becomes an Employee again, the Participant shall be eligible to participate in the Plan as of the date on which the Participant again becomes an Employee and commences making Employee Contributions.

ARTICLE 3

FUNDING POLICY; CONTRIBUTIONS

Section 3.01 The Fund. The Employer shall maintain a fund pursuant to one or more Funding Agreements with one or more Funding Agents for the purpose of receiving, administering, investing and reinvesting contributions made hereunder, and the proceeds thereof, and for the purpose of providing for the payment of the benefits provided under the Plan.

Section 3.02 Contributions by the Employer. The Employer shall contribute to the cost of the Plan by making periodic contributions to the Funding Agent on the basis of actuarial calculations.

Section 3.03 Employee Contributions. Each Participant shall contribute to the Plan by payroll deduction the amount of six percent (6%) of his or her Compensation for each week of employment. Notwithstanding the preceding sentence, in accordance with the resolution adopted by the Board whereby the Employer shall pick up mandatory Employee Contributions to the Plan, the Employer shall contribute to the Plan on behalf of each Participant the amount of six percent (6%) of the Participant's Compensation. Such contributions are hereby designated as Employee Contributions, but shall be treated as employer contributions pursuant to Section 414(h) of the Internal Revenue Code.

Section 3.04 Expenses of Administration. All expenses of the administration of the Plan, as well as the expenses of administration of the Fund, shall be paid from the Fund unless sooner paid by the Employer.

ARTICLE 4

RETIREMENT DATES

Section 4.01 Retirement Date. A Participant's Retirement Date shall be the Participant's Normal Retirement Date (as defined in Section 4.02) or Late Retirement Date (as defined in Section 4.03) whichever is applicable to the particular Participant.

Section 4.02 Normal Retirement Date. A Participant's Normal Retirement Date shall be the first day of the month following the Participant's completion of twenty (20) Years of Service.

Section 4.03 Late Retirement Date. A Participant may remain in the service of the Employer after the Participant's Normal Retirement Date. In such event, the payment of a retirement benefit to the Participant shall be postponed to a Late Retirement Date which shall be the first day of the month after the Participant stops working for the Employer.

ARTICLE 5

CALCULATION OF RETIREMENT BENEFIT

Section 5.01 Accrued Benefit. The Accrued Benefit of a Participant, at any date of determination, shall be a monthly annuity commencing at the Participant's Normal Retirement Date in an amount equal to one-twelfth of two and one-half percent (2.5%) of such Participant's Final Average Salary multiplied by the Participant's Years of Service; provided, however, that the maximum annual benefit provided by the Plan shall not exceed sixty percent (60%) of a Participant's Final Average Salary.

Section 5.02 Retirement Benefit. A Participant's Retirement Benefit shall be the Participant's Normal Retirement Benefit (as calculated in Section 5.03), Late Retirement Benefit (as calculated in Section 5.04), or Retirement Benefit for Terminated Vested Participants (as calculated in Section 7.04), whichever is applicable to the particular Participant.

Section 5.03 Calculation of Normal Retirement Benefit. A Participant's Normal Retirement Benefit shall be the Participant's Accrued Benefit calculated as of the Participant's Normal Retirement Date.

Section 5.04 Calculation of Late Retirement Benefit. A Participant who continues to be an Employee of the Employer after the Participant's Normal Retirement Date shall receive a Late Retirement Benefit, payable commencing on the Participant's Late Retirement Date, which shall be the Participant's Accrued Benefit calculated in accordance with Section 5.01 as of the Participant's Late Retirement Date, using Final Average Salary and Years of Service through the Participant's Late Retirement Date.

ARTICLE 6

FORMS OF PAYMENT OF RETIREMENT BENEFIT

Section 6.01 Standard Form of Benefit. The standard form of Retirement Benefit for a Participant shall be an amount equal to the amount determined in the applicable Section of Article 5, payable as a monthly annuity commencing on said applicable Retirement Date and payable on the first day of each month thereafter during the life of the Participant.

Section 6.02 Optional Forms of Benefit. A Participant may choose, subject to such uniform terms and conditions as the Employer shall promulgate, to receive the Actuarial Equivalent of the standard form of benefit that would otherwise have been payable, commencing as of his or her applicable Retirement Date, in an optional form. Those options which will be provided are the following:

Option 1 - Life Annuity - A monthly annuity for the life of the Participant commencing on the Participant's Retirement Date.

Option 2 - Joint and Survivor Annuity Option - A monthly joint annuity for the life of the Participant commencing on the Participant's Retirement Date, and payable monthly thereafter, with a survivor annuity during the life of the Participant's Beneficiary of (a) 100%, (b) 75%, or (c) 50% of the joint annuity as the Participant shall have designated.

Option 3 - 10 Year Certain and Life Option- A monthly annuity for the life of the Participant, but guaranteed for a period of 10 years beginning on the Participant's Retirement Date. If the Participant dies before the expiration of the 10-year period, payments shall be payable to a Beneficiary for the balance of such 10 year period.

No option shall become effective unless it meets a reasonable and good faith interpretation of the minimum distribution requirements set forth under section 401(a)(9) of the Code.

Section 6.03 Latest Date for Commencement of Payments. Pursuant to section 401(a)(9) of the Code, certain minimum required distributions shall be made from the Plan. The following provisions are intended as a reasonable and good faith interpretation of section 401(a)(9) of the Code, consistent with the special rules for governmental plans and the final regulations under section 401(a)(9) of the Code.

(a) General Rules.

- (i) The required beginning date of a Participant who attains age 70-½ shall be the first day of April of the calendar year following the later of the calendar year in which the Participant attains age 70-½ or terminates employment;
- (ii) A Participant shall commence his or her benefit distributions (in amounts which at least satisfy the minimum required distributions of Section 401(a)(9) of the Code) no later than the required beginning date applicable to such Participant.

(b) Overall General Rule. Payment of benefits shall commence not later than the 60th day after the close of the Plan Year in which the latest of the following events have occurred:

- (i) The Participant has attained the earlier of age 65 or the normal retirement age;
- (ii) The tenth anniversary of the year in which a Participant first became a Participant has occurred; or
- (iii) The Participant has terminated service with the Employer.

- (c) Actuarial Adjustments. For a Participant whose required beginning date is the April 1 of the calendar year following the calendar year of the Participant's termination of employment, as determined by Section 401(a)(9)(c)(i)(II), in the event such Participant terminates employment in a calendar year after the calendar year in which the Participant attains age 70-½, then such Participant's retirement benefit shall be actuarially increased in accordance with Section 401(a)(9)(c)(iii) and any applicable regulations or other IRS guidance issued thereunder.

ARTICLE 7

RETIREMENT BENEFIT FOR TERMINATED VESTED PARTICIPANTS

Section 7.01 Retirement Benefit for Terminated Vested Participants. A Participant who terminates employment with the Employer prior to the Participant's Normal Retirement Date and who is vested in the Participant's Accrued Benefit, is a Terminated Vested Participant and shall receive a Retirement Benefit for Terminated Vested Participants as defined in Section 7.04.

Section 7.02 Vesting of Accrued Benefit Attributable to Employer Contribution. A Participant shall be vested in the Participant's Accrued Benefit attributable to Employer Contributions upon the occurrence of one of the following events:

- (a) Upon completing ten (10) Years of Service; or
- (b) Upon the termination of the Plan as provided in Article 10 hereof.

Until the occurrence of one of such events, the Participant's vested percentage shall be 0%.

Section 7.03 Vested Percentage in Employee Contribution. A Participant shall always be 100% vested in the Employee Contributions that a Participant makes to the Plan.

Section 7.04 Calculation of Retirement Benefit for Terminated Vested Participants. The Retirement Benefit for a Terminated Vested Participant shall be the Participant's Accrued Benefit, calculated as of the date of the Participant's termination of employment. Such Accrued Benefit shall be determined under Plan provisions in effect on the Participant's date of termination of employment.

Section 7.05 Time of Commencement and Manner of Payment of Benefit for Terminated Vested Participants. A Terminated Vested Participant may begin receiving the Participant's Retirement Benefit on the first day of the month following his or her 55th birthday. The form of benefit shall be determined in accordance with the rules set forth in Article 6.

Section 7.06 Return of Employee Contributions. A Participant who terminated without a vested Accrued Benefit shall receive a refund of the Participant's Employee Contributions to the Plan.

A Participant who terminated with a vested Accrued Benefit may elect to receive a refund of the Participant's Employee Contributions to the Plan. Election of such a refund shall cause the Participant to forfeit any remaining interest in the Participant's Accrued Benefit.

Section 7.07 Forfeitures. Any forfeitures on termination of service, or for other reason, shall be used as soon as possible to reduce the amount of contributions by the Employer.

ARTICLE 8

DEATH BENEFITS

Section 8.01 Return of Employee Contributions To Beneficiary. Upon the death of a Participant who has not commenced receiving his or her Retirement Benefit, a lump sum equal to the total of the Participant's Employee Contributions, and any contributions by a Designated Prior Service Participant as described in Section 1.23, shall be paid to the Beneficiary designated by the Employee, or if no Beneficiary has been designated, then to the estate of the Participant. Upon the death of a Participant who has commenced receiving his or her Retirement Benefit, the existence and nature of any death benefit with respect to any annuity form of benefit shall depend on the type of annuity elected, and no death benefit shall be payable pursuant to this Article 8.

ARTICLE 9

ADMINISTRATION

Section 9.01 Responsibilities of the Plan Administrator. The Employer shall be the Plan Administrator of the Plan, and shall have the following powers and responsibilities as Plan Administrator of the Plan:

- (a) To determine benefit rights;
- (b) To adopt such method for the computation of periods of service and participation as shall be permitted by law;
- (c) To instruct the Funding Agent in the disbursement of benefits;
- (d) To make such rules and regulations as it may deem necessary to carry out the provisions of the Plan;
- (e) To employ, where necessary or desirable in the administration of the Plan, actuaries, attorneys, accountants and other individuals, who shall not be fiduciaries merely as a result of their employment hereunder, and to delegate to such individual such responsibilities as it shall determine;
- (f) To determine, in accordance with uniform standards, any question arising in the administration, interpretation and application of the Plan, such determination to be conclusive and binding to the extent the same shall not be plainly inconsistent with the terms of the Plan or any applicable law;
- (g) To decide any disputes which may arise;
- (h) To give instructions and directions to the Funding Agent as necessary;
- (i) To designate, consistent with sound standards, the actuarial bases to be used for all actuarial calculations; and
- (j) To keep record of all allocations and designations of fiduciary duties made in accordance with the provisions of this Article.

The Employer may allocate some or all of its powers and responsibilities as Plan Administrator, as enumerated above, to such individuals, committees of individuals, firms or corporations as it shall determine, in which case such individuals, committees of individuals, firms or corporations shall be named fiduciaries. Such allocations shall be made in writing and shall name the entity to whom the allocation has been made and describe the fiduciary duties allocated to it.

Section 9.02 Responsibilities of the Employer. The Employer shall have the following powers and responsibilities with regard to the Plan, apart from any powers and responsibilities it shall have as Plan Administrator:

- (a) To appoint and change the Funding Agent;
- (b) To periodically review the performance of all entities to which the Employer allocates or delegates responsibilities under this Section and under Section 9.01.

Section 9.03 Responsibilities of the Town. The Town shall have the following powers and responsibilities with regard to the Plan:

- (a) To amend or terminate the Plan; and
- (b) To determine the funding policy of the Plan.

Section 9.04 Responsibilities of the Funding Agent. The Funding Agent shall have the following powers and responsibilities:

- (a) To maintain custody of the Fund;
- (b) To manage and control the investment of the Fund;
- (c) To disburse benefits as instructed by the Plan Administrator or the Plan Administrator's agent;
- (d) To perform any other functions which are specifically allocated to it in its agreement with the Employer.

Section 9.05 Limitation of Responsibilities. To the extent permitted by applicable law, the responsibility of the Town, Employer, Plan Administrator, and Funding Agent, or any individuals, committees of individuals, firms or corporations, to which responsibilities are allocated, or who are designated to perform fiduciary responsibilities, as provided herein, shall be limited to that expressly granted and neither the Town, Employer, Plan Administrator, and Funding Agent, nor any such individuals, committees of individuals, firms or corporations shall be responsible except for his, her, its or their own acts or omissions.

Section 9.06 Finality of Plan Administrator's Determinations and Authority. In exercising its powers and responsibilities as the Plan Administrator, the Employer, or, when appropriate, the individuals, committees of individuals, firms or corporations to whom any power and responsibility is allocated, shall have the sole and absolute discretion to make any determination or decision and, when made, such determination and decision shall be final, conclusive and binding.

Section 9.07 Employer to Act by Board. Whenever the Employer is required to make any appointment or allocate or delegate any responsibilities, such action may be taken by the Board. Without limiting the generality of the foregoing, the Board may confer upon any individual, committee of individuals, firm or corporation further power to delegate responsibilities.

ARTICLE 10

AMENDMENT OR TERMINATION OF PLAN

Section 10.01 Right to Amend Plan. The Town reserves the right at any time and from time to time by action of the Board to amend, in whole or in part, any or all of the provisions of the Plan provided that (a) no amendment shall be made which conflicts with the Bargaining Agreement in effect on the effective date of such amendment, and (b) no such amendment shall authorize or permit, at any time prior to the satisfaction of all liabilities with respect to the Plan, any part of the Trust Fund to be used for or diverted to purposes other than for the exclusive benefit of the persons covered by the Plan.

No such amendment shall have the effect of retroactively changing, or depriving Participants, Beneficiaries and contingent annuitants of, rights already accrued under the Plan, provided that any amendment may be made retroactively which is necessary to bring the Plan into conformity with governmental regulations in order to qualify, or maintain the qualification of, the Plan under the Internal Revenue Code.

Section 10.02 Right to Terminate Plan. The Town, by action of the Board, reserves the right to terminate the Plan with respect to its Employees and Participants at any time, provided that no termination shall be made which conflicts with the Bargaining Agreement in effect. Any such termination shall be set out in a written instrument, executed on behalf of the Town, by action of the Board. This Plan shall be deemed to have been terminated in the manner and to the extent set forth in such instrument.

ARTICLE 11

ALLOCATION OF ASSETS

Section 11.01 Allocation of Assets. In the event of termination of the Plan, each Participant's Accrued Benefit, or in the event of the termination of the Plan with respect to a group of Participants which constitutes a partial termination of the Plan, the Accrued Benefit of each Participant affected by such partial termination, calculated as of the date of such event, shall become fully vested and nonforfeitable to the extent funded by Plan assets. To the extent that the Plan is not sufficiently funded to pay all Accrued Benefits that are due Participants under this Section, the Plan shall allocate Plan assets in accordance with section 4044 of ERISA.

Section 11.02 Impossibility of Diversion of Assets. Anything in this Plan which might be construed to the contrary notwithstanding, it shall be impossible at any time prior to the satisfaction of all liabilities with respect to Participants for any part of the corpus or income of the Fund to be used for, or diverted to, purposes other than for the purposes herein stated.

Section 11.03 Permanent Discontinuance of Contributions. In the event contributions hereto are permanently discontinued, the provisions of Section 11.01 shall apply as of the date of discontinuance.

ARTICLE 12

MERGER OR CONSOLIDATION OF PLANS

Section 12.01 Successor Employer. In the event of the dissolution, merger, consolidation or reorganization of the Employer, provision may be made by which the Plan and Funding Agreement will be continued by the successor, and, in that event, such successor shall be substituted for the Employer under the Plan. The substitution of the successor shall constitute an assumption of Plan liabilities by the successor, and the successor shall have all the powers, duties and responsibilities of the Employer under the Plan.

ARTICLE 13

FUND

Section 13.01 Appointment and Transfer of Funds. To carry out the provisions of the Plan, the Employer will provide for the custody and investment of the funds which arise from contributions made pursuant to the Plan and for the payment of benefits under the Plan by agreement with such Funding Agent as it may from time to time determine, which agreement shall constitute a part of the Plan.

Section 13.02 Successor Funding Agent; Miscellaneous. The Employer in its sole and absolute discretion reserves the right at any time and from time to time to designate a successor Funding Agent; to enter into and make amendments to such contracts or agreements with the Funding Agent as it may deem desirable to accomplish the objectives of the Plan; to provide for the payment thereafter of the contributions hereunder to another Funding Agent; and to require a Funding Agent to transfer funds arising from contributions pursuant to the Plan to another Funding Agent, provided that the Employer shall have no power to perform any of such actions in such manner as will cause or permit any part of the funds accumulated pursuant to the Plan to be diverted to purposes other than for the exclusive benefit of Participants and their Beneficiaries, survivors or estates, retired employees or their Beneficiaries or as will cause or permit any portion of such funds to revert to or become the property of the Employer prior to the satisfaction of the liabilities under the Plan.

ARTICLE 14

LIMITATION ON BENEFITS

14.01 Limitation of Benefits to Comply With Section 415. Effective for limitation years beginning on or after July 1, 2007, and notwithstanding any Plan provisions to the contrary, in no event may the maximum annual retirement benefit payable to a Participant under the Plan and any other defined benefit plan of the Employer at any time within the limitation year exceed the limitations contained in Internal Revenue Code Section 415 as amended from time to time, including, without limitation, P.L. 108-218, the Pension Funding Equity Act of 2004, P.L. 109-280, the Pension Protection Act of 2006, and P.L. 110-458, the Worker, Retiree and Employer Recovery Act of 2008 and the regulations and guidance issued thereunder, which are hereby incorporated by reference, including, without limitation, the following definitions as set out therein:

- (a) The term “compensation” for purposes of compliance with the limitations under Internal Revenue Code Section 415 shall include the following:
 - (i) wages as reported for purposes of federal income tax on Form W-2;
 - (ii) elective deferrals as defined in Section 402(g)(3) of the Internal Revenue Code and salary reduction contributions of the Participant not includible in his or her gross income by reason of Section 125 (including amounts not available to a Participant in cash in lieu of group health coverage because the Participant is unable to certify that he or she has other health coverage) or Section 132(f) of the Internal Revenue Code; and
 - (iii) compensation paid after severance from employment as set out in Treas. Reg. § 1.415(c)-2(e)(3).
- (b) The term “limitation year” for purposes of this Section 14.01 means the Plan Year.

ARTICLE 15

MISCELLANEOUS PROVISIONS

Section 15.01 Exclusive Benefit. This Plan shall be for the exclusive benefit of Participants and their Beneficiaries and all of the funds held by the Funding Agent shall be exclusively devoted to such purpose. No portion of any such funds shall revert to or become the property of the Employer prior to the termination of the Plan and the satisfaction of all liabilities with respect to Participants and their Beneficiaries.

Section 15.02 Determination of Qualified Domestic Relations Order (Order). A domestic relations order shall be treated as an Order hereunder provided such order specifically creates or recognizes the existence of an alternate payee's right to, or assigns to an alternate payee the right to, receive all or a portion of the benefits payable with respect to a Participant under the Plan.

Section 15.03 Facility of Payment. If the Employer shall receive evidence satisfactory to it that any person entitled to receive any benefit hereunder is, at the time when such benefit becomes payable, physically, mentally or legally incompetent to receive such benefit and to give a valid receipt therefor and that another individual or institution is then maintaining or has custody of such person and that no guardian, committee or other representative of the estate of such person shall have been duly appointed, the Employer may cause payment of such benefit to such individual or institution maintaining or having the custody of such person, and the receipt of such individual or institution shall be a valid and complete discharge for the payment of such benefit. If a person dies before cashing any or all of the checks representing a payment or payments due under the Plan, such payment or payments so payable to such deceased person shall be made in the discretion of the Employer either to:

- (a) the person or persons who would be entitled to the deceased person's personal property under the laws of the State of Connecticut (which shall also fix the proportionate interest of such persons) if the person had died intestate a resident of Connecticut at the time for such payment under the provisions of the Plan; or
- (b) such relative or relatives of the deceased person by blood, marriage, or adoption as the Board may select; or
- (c) the estate of the deceased person.

Section 15.04 No Right to Continued Employment. Nothing in this Plan shall be construed as giving any Employee of the Employer the right to be retained in the Employer's employ or the right to any payment whatsoever except to the extent of the benefits provided for in the Plan. The Employer expressly reserves the right to dismiss any Employee at any time without liability for the effect which such dismissal might have upon the Employee as a Participant in this Plan.

Section 15.05 Claims Procedure. Any denial of a claim for benefits under the Plan shall be stated in writing by the Employer and delivered or mailed to the Participant or Beneficiary whose claim for benefits has been denied, and shall set forth specific reasons for such denial, written in a manner calculated to be understood by such Participant or Beneficiary. Within sixty (60) days after receiving the notification of such denial, any such Participant or Beneficiary may notify the Employer in writing of the Participant's desire for a review of such decision. Upon such notification, the Employer shall schedule a review proceeding at which the Participant shall restate the Participant's arguments for such claim to a representative of the Employer. The Employer's decision following such hearing shall be made within thirty (30) days and shall be communicated in writing to the Participant.

Section 15.06 Qualified Plan. The Plan is intended to be a governmental plan under section 414(d) of the Internal Revenue Code, and "qualified" as such under section 401(a) of the Internal Revenue Code. The Funding Agreement is intended to comply with all provisions of the Internal Revenue Code relating to such trusts. All questions shall be resolved to be consistent with such intent.

Section 15.07 Return of Employer Contributions Under Special Circumstances. Any Employer contribution made under a mistake of fact may be returned to the Employer within one year of such contribution. Contributions to the Plan are conditioned on the initial qualification of the Plan under Section 401(a) of the Code, and if the Plan is found not to so qualify, contributions made in respect of any period subsequent to the effective date of the disqualification shall be returned to the contributor within one year after the denial of such initial qualification.

Section 15.08 Special Rules Regarding Qualified Military Service (USERRA).

- (a) General. Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with section 414(u) of the Internal Revenue Code.
- (b) Death Benefits. In the case of a death or disability occurring on or after January 1, 2007, if a Participant dies while performing qualified military service (as defined in section 414(u)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the Participant had resumed and then terminated employment on account of death.
- (c) Benefit Accrual. For benefit accrual purposes, the Plan treats an individual who, on or after January 1, 2007, dies or becomes disabled (as defined under the terms of the Plan) while performing qualified military service with respect to the

Employer as if the individual had resumed employment in accordance with the individual's reemployment rights under USERRA, on the day preceding death or disability (as the case may be) and terminated employment on the actual date of death or disability. With respect to the period of said individual's qualified military service, the Plan will treat said service as counting toward said individual's Years of Service under the Plan.

- (d) Determination of Benefits. To the extent the Plan requires employee contributions in order for the Participant to accrue benefits under the Plan, then the Plan will determine the amount of employee contributions of an individual treated as reemployed under these provisions for purposes of applying Code Section 414(u)(8)(C) on the basis of the individual's average actual employee contributions for the lesser of: (i) the 12-month period of service with the Town immediately prior to qualified military service; or (ii) if service with the Town is less than such 12-month period, the actual length of continuous service with the Town.
- (e) Differential Wage Payments. For years beginning after December 31, 2008, (1) an individual receiving a differential wage payment from the Town, as defined by Code Section 3401(h)(2), shall be treated as an Employee of the Town making the payment, (2) the differential wage payment shall be treated as compensation, and (3) the Plan shall not be treated as failing to meet the requirements of any provision described in Code Section 414(u)(1)(C) by reason of any contribution or benefit which is based on the differential wage payment.

Section 15.09 Rollover Contributions - Election Rules. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this subsection, a Distributee may elect, at the time and in the manner prescribed by the Plan

Administrator in accordance with applicable regulations, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover.

- (a) A Distributee who is entitled to elect a Direct Rollover with respect to all or any portion of a distribution but who does not make any election shall be deemed to have rejected the Direct Rollover option.
- (b) A Distributee who elects a Direct Rollover with respect to any Eligible Rollover Distribution that is one in a series of installment payments made at least annually over a period of less than 10 years shall be deemed to have made the same election with respect to all subsequent Eligible Rollover Distributions in the series unless and until the Distributee changes the election. A change of election shall be accomplished by notifying the Plan Administrator of the change in the form and manner prescribed by the Plan Administrator.
- (c) Within a reasonable period of time before an Eligible Rollover Distribution is to be made, and in accordance with section 402(f) of the Internal Revenue Code and applicable regulations, the Plan Administrator shall provide to the Distributee an explanation of the right to elect a Direct Rollover, the federal tax withholding consequences of failing to elect a Direct Rollover, the tax effects of making a rollover (other than a Direct Rollover) to an Eligible Retirement Plan, and the tax rules applicable to lump sum distributions, if applicable. A Distributee who elects a Direct Rollover must provide all information that the Plan Administrator may require to complete the Direct Rollover.
- (d) For the purposes of this section, the following definitions will apply:
 - (1) An "Eligible Rollover Distribution" is any distribution of all or any portion of the balance of the credit of the Distributee, except that an Eligible Rollover Distribution does not include: any distribution that is one of a series of substantially equal periodic payments (at least annually)

made for the life (or the life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Internal Revenue Code; and the portion of any distribution that is not includable in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities). A portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be paid only to an individual retirement account or annuity described in section 408(a) or (b) of the Code, or to a qualified defined contribution plan described in section 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

- (2) A distribution of less than \$200 that would otherwise be an Eligible Rollover Distribution with the meaning of item (1) shall not be an Eligible Rollover Distribution if it is reasonable to expect that all such distributions to the Distributee from the Plan during the same calendar year will total less than \$200.
- (3) An "Eligible Retirement Plan" is an individual retirement account described in Section 408(a) of the Internal Revenue Code, an individual retirement annuity described in Section 408(b) of the Internal Revenue Code or a qualified trust described in Section 401(a) of the Internal Revenue Code, that accepts the Distributee's Eligible Rollover

Distribution. An Eligible Retirement Plan shall also mean an annuity contract described in section 403(b) of the Code and an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this plan. Effective for distributions made after December 31, 2001, the definition of Eligible Retirement Plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relation order, as defined in section 414(p) of the Code. For distributions made after December 31, 2007, a Participant may elect to roll over directly an Eligible Rollover Distribution to a Roth IRA described in section 408A(b) of the Code.

- (4) A "Distributee" includes an employee or former employee. In addition, the employee's or former employee's surviving spouse and the employee's or former employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Internal Revenue Code, are Distributees with regard to the interest of the spouse or former spouse. Effective July 1, 2010, a non-spouse Beneficiary who is a "designated beneficiary" under Code Section 401(a)(9)(E), by a Direct Rollover (as defined above), may roll over all or any portion of his or her distribution to an individual retirement account that the Beneficiary establishes for purposes of receiving the distribution. In order to roll over the distribution, the distribution otherwise must satisfy the definition of an Eligible Rollover Distribution (as defined above). Any distribution made prior to July 1, 2010 is not subject to the direct rollover requirements of Code Section 401(a)(31) (including Code Section

401(a)(31)(B), the notice requirements of Code Section 402(f), or the mandatory withholding requirements of Code Section 3405(c)). If the Participant dies before his or her required beginning date and the non-spouse Beneficiary rolls over to an IRA the maximum amount eligible for rollover, the Beneficiary may elect to use either the 5-year rule or the life expectancy rule, pursuant to Treas. Reg. § 1.401(a)(9)-3, A-4(c), in determining the required minimum distributions from the IRA that receives the non-spouse Beneficiary's distribution.

- (5) A "Direct Rollover" is a payment by the Plan directly to the Eligible Retirement Plan specified by the Distributee.

Section 15.10 Governing Law. The provisions of the Plan shall be construed, administered and enforced according to the applicable provisions of the Internal Revenue Code, and regulations thereunder, and the laws of the State of Connecticut.

Section 15.11 Gender and Number. Words used in the masculine include the feminine gender. Words used in the singular or plural shall be construed as if plural or singular, respectively, where they would so apply.

Section 15.12 Titles. Titles of articles and notes in margins are inserted for convenience and shall not affect the meaning or construction of the Plan.

TOWN OF COLCHESTER

Dated: _____ By _____
Its First Selectman

~~WORKING COPY*~~
~~(Prepared February 2, 2006)~~

~~INCORPORATING:~~

~~Amendment No. 1 (2005-1st), effective July 1, 2005~~

The Town of Colchester Police Department
Pension Plan

~~This document incorporates the applicable requirements of the Uruguay Round Agreements Act (“GATT”), Uniformed Services Employment and Reemployment Rights Act of 1994, Small Business Job Protection Act of 1996, the Taxpayer Relief Act of 1997, the Internal Revenue Service Restructuring and Reform Act of 1998, and the Community Renewal Tax Relief Act of 2000 (collectively, “GUST”), and the applicable provisions of the Economic Growth and Tax Relief Reconciliation Act of 2001 (“EGTRRA”).~~

~~*This working copy does not reflect signatures. Shipman & Goodwin LLP has execution copies of the Plan and all amendments.~~

Effective July 1, 20052010

THE TOWN OF COLCHESTER POLICE DEPARTMENT
PENSION PLAN

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PREAMBLE

This plan contains provisions set forth in the July 1, 2003 - June 30, 2007 Collective Bargaining Agreement between the Town of Colchester and Colchester Police Union, Local 2693T, Council #15, AFSCME, AFL-CIO. This document is intended to constitute a qualified governmental pension plan under Internal Revenue Code Section 401(a).

ARTICLE 1

DEFINITIONS

Section 1.01 Accrued Benefit. A Participant's Accrued Benefit, at any given point in time, shall be as set forth in Section 5.01.

Section 1.02 Actuarial Equivalent. A benefit of equivalent value to a life annuity benefit determined using the U.P. 1994 mortality table and 6% interest.

Section 1.03 Bargaining Agreement. The collective bargaining agreement in effect from time to time between the Bargaining Unit and the Town.

Section 1.04 Bargaining Unit. Colchester Police Union, Local 2693T, Council #15, AFSCME, AFL-CIO.

Section 1.05 Beneficiary. Any person or persons designated by the Participant, or otherwise entitled, to receive any benefit hereunder not received by the Participant or the Participant's Surviving Spouse.

Section 1.06 Board. The Board of Selectmen.

Section 1.07 Town. The Town of Colchester.

Section 1.08 Compensation. The Employee's weekly base salary only, excluding (without limitation) payments for extra duty, overtime, longevity or shift premiums. Compensation shall be determined as if no elective salary reduction has been made pursuant to Sections 125 (including amounts not available to a Participant in cash in lieu of group health

coverage because the Participant is unable to certify that he or she has other health coverage) and 457(b) of the Code.

The annual compensation of each Participant taken into account in determining benefit accruals shall not exceed \$200,000. Annual compensation means compensation during the plan year or such other consecutive 12-month period over which compensation is otherwise determined under the plan (the "determination period"). The \$200,000 limit on annual compensation shall be adjusted for cost-of-living increases in accordance with section 401(a)(17)(B) of the Code. The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year.

Notwithstanding any provision of the Plan to the contrary, Compensation shall not be reduced by elective deferrals or by salary reduction amounts contributed to any cafeteria plan of the Town under Sections 125 (including, effective for Plan Years beginning after December 31, 1997, deemed Section 125 amounts not available to a Participant in cash in lieu of group health coverage because the Participant is unable to certify that he or she has other health coverage) or 132(f) of the Code, or by any salary reduction amounts pursuant to Section 402(g)(3) of the Code.

Section 1.09 Dependent. The term as defined in Section 152 of the Internal Revenue Code of 1986, as amended from time to time.

Section 1.10 Effective Date. July 1, 2005.

Section 1.11 Employee. Any regular, full-time, investigatory and uniformed member of the Town's Police Department who is duly sworn and vested with police powers, excluding any such member excluded from the Bargaining Unit by the Municipal Employees Relations Act ("MERA").

Section 1.12 Employee Contributions. Contributions described in Section 3.03.

Section 1.13 Employer. The Town of Colchester and any governmental entity succeeding to the rights or assuming the obligations hereunder in the manner described in Article 13 hereof.

Section 1.14 Final Average Salary. The Employee's Compensation for the highest three Plan Years of active employment with the Employer divided by three (3).

Section 1.15 Fund. The funds held by the Funding Agent derived from contributions made pursuant to the Plan, any property into which the same or any part thereof may be converted, and any increment thereto or income thereon.

Section 1.16 Funding Agent. The Board or any other trustee, insurance company or other person, or any combination of the foregoing, which is maintaining custody of the funds which derive from contributions made pursuant to the Plan and from which benefits shall be paid, or any successor to such person.

Section 1.17 Funding Agreement. The agreement of trust and/or group annuity contract pursuant to which the Funding Agent maintains custody of the Fund.

Section 1.18 Participant. An Employee participating in the Plan pursuant to Article 2 hereof.

Section 1.19 Plan. The Town of Colchester Police Department Pension Plan as set forth herein and as hereafter amended.

Section 1.20 Plan Year. The 12 month period commencing July 1 and ending June 30.

Section 1.21 Qualified Domestic Relations Order (Order). A Qualified Domestic Relations Order (Order) is a signed domestic relations order issued by a state court or agency that creates, recognizes or assigns to an alternate payee(s) the right to receive all or a part of a Participant's Plan benefit. An alternate payee is a Spouse, former Spouse, child or other dependent who is treated as a Beneficiary under the Plan as a result of the Order.

Section 1.22 Spouse or Surviving Spouse. The spouse or surviving spouse of the Participant under applicable state law, provided that a former spouse will be treated as the Spouse or Surviving Spouse to the extent provided under a Qualified Domestic Relations Order.

Section 1.23 Year of Service. An annual period during which an Employee performs active service with the Employer in accordance with the terms of the Bargaining Agreement. (Any less than whole year periods of service shall be disregarded.) The first such annual period shall begin on the date, on or after the Effective Date, on which an Employee commences employment, and subsequent annual periods shall begin on anniversaries thereof; provided, however, that solely for purposes of determining the Accrued Benefit pursuant to Section 5.01 the first such annual period for a Designated Prior Service Participant shall begin on the later of (i) the date that is 6 years prior to the Effective Date, and (ii) the date on which such Designated Prior Service Participant commenced employment. For purposes of this Section, "Designated

Prior Service Participant" means an Employee who commenced active service with the Employer in accordance with the terms of the Bargaining Agreement prior to the Effective Date and who was continuously employed in such capacity from such employment commencement date through the Effective Date.

To the extent permitted by applicable law, the Town shall permit a Designated Prior Service Participant to purchase additional Years of Service for annual periods during which such Participant performed active service with the Employer, in accordance with the terms of the Bargaining Agreement, prior to July 1, 1999. The full cost of the purchase of such service, as determined by, and in the sole discretion of, the Plan's Actuary using reasonable assumptions with respect to relevant factors (including, but not limited to, Final Average Salary, retirement date and interest rate), shall be paid by such Participant. The Town shall adopt reasonable procedures for effectuating such purchases. ~~{Amendment No. 1 (2005-1st)}~~

ARTICLE 2

ELIGIBILITY

Section 2.01 Eligibility to Participate. Each Employee shall become a Participant on the date the Employee commences making Employee Contributions.

Section 2.02 Reemployment. If a Participant ceases to be an Employee and subsequently becomes an Employee again, the Participant shall be eligible to participate in the Plan as of the date on which the Participant again becomes an Employee and commences making Employee Contributions.

ARTICLE 3

FUNDING POLICY; CONTRIBUTIONS

Section 3.01 The Fund. The Employer shall maintain a fund pursuant to one or more Funding Agreements with one or more Funding Agents for the purpose of receiving, administering, investing and reinvesting contributions made hereunder, and the proceeds thereof, and for the purpose of providing for the payment of the benefits provided under the Plan.

Section 3.02 Contributions by the Employer. The Employer shall contribute to the cost of the Plan by making periodic contributions to the Funding Agent on the basis of actuarial calculations.

Section 3.03 Employee Contributions. Each Participant shall contribute to the Plan by payroll deduction the amount of six percent (6%) of his or her Compensation for each week of employment. Notwithstanding the preceding sentence, in accordance with the resolution adopted by the Board whereby the Employer shall pick up mandatory Employee Contributions to the Plan, the Employer shall contribute to the Plan on behalf of each Participant the amount of six percent (6%) of the Participant's Compensation. Such contributions are hereby designated as Employee Contributions, but shall be treated as employer contributions pursuant to Section 414(h) of the Internal Revenue Code.

Section 3.04 Expenses of Administration. All expenses of the administration of the Plan, as well as the expenses of administration of the Fund, shall be paid from the Fund unless sooner paid by the Employer.

ARTICLE 4

RETIREMENT DATES

Section 4.01 Retirement Date. A Participant's Retirement Date shall be the Participant's Normal Retirement Date (as defined in Section 4.02) or Late Retirement Date (as defined in Section 4.03) whichever is applicable to the particular Participant.

Section 4.02 Normal Retirement Date. A Participant's Normal Retirement Date shall be the first day of the month following the Participant's completion of twenty (20) Years of Service.

Section 4.03 Late Retirement Date. A Participant may remain in the service of the Employer after the Participant's Normal Retirement Date. In such event, the payment of a retirement benefit to the Participant shall be postponed to a Late Retirement Date which shall be the first day of the month after the Participant stops working for the Employer.

ARTICLE 5

CALCULATION OF RETIREMENT BENEFIT

Section 5.01 Accrued Benefit. The Accrued Benefit of a Participant, at any date of determination, shall be a monthly annuity commencing at the Participant's Normal Retirement Date in an amount equal to one-twelfth of two and one-half percent (2.5%) of such Participant's Final Average Salary multiplied by the Participant's Years of Service; provided, however, that the maximum annual benefit provided by the Plan shall not exceed sixty percent (60%) of a Participant's Final Average Salary.

Section 5.02 Retirement Benefit. A Participant's Retirement Benefit shall be the Participant's Normal Retirement Benefit (as calculated in Section 5.03), Late Retirement Benefit (as calculated in Section 5.04), or Retirement Benefit for Terminated Vested Participants (as calculated in Section 7.04), whichever is applicable to the particular Participant.

Section 5.03 Calculation of Normal Retirement Benefit. A Participant's Normal Retirement Benefit shall be the Participant's Accrued Benefit calculated as of the Participant's Normal Retirement Date.

Section 5.04 Calculation of Late Retirement Benefit. A Participant who continues to be an Employee of the Employer after the Participant's Normal Retirement Date shall receive a Late Retirement Benefit, payable commencing on the Participant's Late Retirement Date, which shall be the Participant's Accrued Benefit calculated in accordance with Section 5.01 as of the Participant's Late Retirement Date, using Final Average Salary and Years of Service through the Participant's Late Retirement Date.

ARTICLE 6

FORMS OF PAYMENT OF RETIREMENT BENEFIT

Section 6.01 Standard Form of Benefit. The standard form of Retirement Benefit for a Participant shall be an amount equal to the amount determined in the applicable Section of Article 5, payable as a monthly annuity commencing on said applicable Retirement Date and payable on the first day of each month thereafter during the life of the Participant.

Section 6.02 Optional Forms of Benefit. A Participant may choose, subject to such uniform terms and conditions as the Employer shall promulgate, to receive the Actuarial Equivalent of the standard form of benefit that would otherwise have been payable, commencing as of his or her applicable Retirement Date, in an optional form. Those options which will be provided are the following:

Option 1 - Life Annuity - A monthly annuity for the life of the Participant commencing on the Participant's Retirement Date.

Option 2 - Joint and Survivor Annuity Option - A monthly joint annuity for the life of the Participant commencing on the Participant's Retirement Date, and payable monthly thereafter, with a survivor annuity during the life of the Participant's Beneficiary of (a) 100%, (b) 75%, or (c) 50% of the joint annuity as the Participant shall have designated.

Option 3 - 10 Year Certain and Life Option- A monthly annuity for the life of the Participant, but guaranteed for a period of 10 years beginning on the Participant's Retirement Date. If the Participant dies before the expiration of the 10-year period, payments shall be payable to a Beneficiary for the balance of such 10 year period.

No option shall become effective unless it meets a reasonable and good faith interpretation of the minimum distribution requirements set forth under section 401(a)(9) of the Code and any regulations thereunder, including, without limitation, the Section 401(a)(9) final regulations that were issued on June 14, 2004.

Section 6.03 Latest Date for Commencement of Payments. Pursuant to section 401(a)(9) of the Code, certain minimum required distributions shall be made from the Plan. The following provisions are intended as a reasonable and good faith interpretation of section 401(a)(9) of the Code, consistent with the special rules for governmental plans and the final regulations under section 401(a)(9) of the Code.

(a) General Rules.

- (i) The required beginning date of a Participant who attains age 70-½ shall be the first day of April of the calendar year following the later of the calendar year in which the Participant attains age 70-½ or terminates employment;
- (ii) A Participant shall commence his or her benefit distributions (in amounts which at least satisfy the minimum required distributions of Section 401(a)(9) of the Code) no later than the required beginning date applicable to such Participant.

(b) Overall General Rule. Payment of benefits shall commence not later than the 60th day after the close of the Plan Year in which the latest of the following events have occurred:

- (i) The Participant has attained the earlier of age 65 or the normal retirement age;
- (ii) The tenth anniversary of the year in which a Participant first became a Participant has occurred; or
- (iii) The Participant has terminated service with the Employer.

- (c) Actuarial Adjustments. For a Participant whose required beginning date is the April 1 of the calendar year following the calendar year of the Participant's termination of employment, as determined by Section 401(a)(9)(c)(i)(II), in the event such Participant terminates employment in a calendar year after the calendar year in which the Participant attains age 70-½, then such Participant's retirement benefit shall be actuarially increased in accordance with Section 401(a)(9)(c)(iii) and any applicable regulations or other IRS guidance issued thereunder.

ARTICLE 7

RETIREMENT BENEFIT FOR TERMINATED VESTED PARTICIPANTS

Section 7.01 Retirement Benefit for Terminated Vested Participants. A Participant who terminates employment with the Employer prior to the Participant's Normal Retirement Date and who is vested in the Participant's Accrued Benefit, is a Terminated Vested Participant and shall receive a Retirement Benefit for Terminated Vested Participants as defined in Section 7.04.

Section 7.02 Vesting of Accrued Benefit Attributable to Employer Contribution. A Participant shall be vested in the Participant's Accrued Benefit attributable to Employer Contributions upon the occurrence of one of the following events:

- (a) Upon completing ten (10) Years of Service; or
- (b) Upon the termination of the Plan as provided in Article 10 hereof.

Until the occurrence of one of such events, the Participant's vested percentage shall be 0%.

Section 7.03 Vested Percentage in Employee Contribution. A Participant shall always be 100% vested in the Employee Contributions that a Participant makes to the Plan.

Section 7.04 Calculation of Retirement Benefit for Terminated Vested Participants. The Retirement Benefit for a Terminated Vested Participant shall be the Participant's Accrued Benefit, calculated as of the date of the Participant's termination of employment. Such Accrued Benefit shall be determined under Plan provisions in effect on the Participant's date of termination of employment.

Section 7.05 Time of Commencement and Manner of Payment of Benefit for Terminated Vested Participants. A Terminated Vested Participant may begin receiving the Participant's Retirement Benefit on the first day of the month following his or her 55th birthday. The form of benefit shall be determined in accordance with the rules set forth in Article 6.

Section 7.06 Return of Employee Contributions. A Participant who terminated without a vested Accrued Benefit shall receive a refund of the Participant's Employee Contributions to the Plan.

A Participant who terminated with a vested Accrued Benefit may elect to receive a refund of the Participant's Employee Contributions to the Plan. Election of such a refund shall cause the Participant to forfeit any remaining interest in the Participant's Accrued Benefit.

Section 7.07 Forfeitures. Any forfeitures on termination of service, or for other reason, shall be used as soon as possible to reduce the amount of contributions by the Employer.

ARTICLE 8

DEATH BENEFITS

Section 8.01 Return of Employee Contributions To Beneficiary. Upon the death of a Participant who has not commenced receiving his or her Retirement Benefit, a lump sum equal to the total of the Participant's Employee Contributions, and any contributions by a Designated Prior Service Participant as described in Section 1.23, shall be paid to the Beneficiary designated by the Employee, or if no Beneficiary has been designated, then to the estate of the Participant. Upon the death of a Participant who has commenced receiving his or her Retirement Benefit, the existence and nature of any death benefit with respect to any annuity form of benefit shall depend on the type of annuity elected, and no death benefit shall be payable pursuant to this Article 8.

ARTICLE 9

ADMINISTRATION

Section 9.01 Responsibilities of the Plan Administrator. The Employer shall be the Plan Administrator of the Plan, and shall have the following powers and responsibilities as Plan Administrator of the Plan:

- (a) To determine benefit rights;
- (b) To adopt such method for the computation of periods of service and participation as shall be permitted by law;
- (c) To instruct the Funding Agent in the disbursement of benefits;
- (d) To make such rules and regulations as it may deem necessary to carry out the provisions of the Plan;
- (e) To employ, where necessary or desirable in the administration of the Plan, actuaries, attorneys, accountants and other individuals, who shall not be fiduciaries merely as a result of their employment hereunder, and to delegate to such individual such responsibilities as it shall determine;
- (f) To determine, in accordance with uniform standards, any question arising in the administration, interpretation and application of the Plan, such determination to be conclusive and binding to the extent the same shall not be plainly inconsistent with the terms of the Plan or any applicable law;
- (g) To decide any disputes which may arise;
- (h) To give instructions and directions to the Funding Agent as necessary;
- (i) To designate, consistent with sound standards, the actuarial bases to be used for all actuarial calculations; and
- (j) To keep record of all allocations and designations of fiduciary duties made in accordance with the provisions of this Article.

The Employer may allocate some or all of its powers and responsibilities as Plan Administrator, as enumerated above, to such individuals, committees of individuals, firms or corporations as it shall determine, in which case such individuals, committees of individuals, firms or corporations shall be named fiduciaries. Such allocations shall be made in writing and shall name the entity to whom the allocation has been made and describe the fiduciary duties allocated to it.

Section 9.02 Responsibilities of the Employer. The Employer shall have the following powers and responsibilities with regard to the Plan, apart from any powers and responsibilities it shall have as Plan Administrator:

- (a) To appoint and change the Funding Agent;
- (b) To periodically review the performance of all entities to which the Employer allocates or delegates responsibilities under this Section and under Section 9.01.

Section 9.03 Responsibilities of the Town. The Town shall have the following powers and responsibilities with regard to the Plan:

- (a) To amend or terminate the Plan; and
- (b) To determine the funding policy of the Plan.

Section 9.04 Responsibilities of the Funding Agent. The Funding Agent shall have the following powers and responsibilities:

- (a) To maintain custody of the Fund;
- (b) To manage and control the investment of the Fund;
- (c) To disburse benefits as instructed by the Plan Administrator or the Plan Administrator's agent;
- (d) To perform any other functions which are specifically allocated to it in its agreement with the Employer.

Section 9.05 Limitation of Responsibilities. To the extent permitted by applicable law, the responsibility of the Town, Employer, Plan Administrator, and Funding Agent, or any individuals, committees of individuals, firms or corporations, to which responsibilities are allocated, or who are designated to perform fiduciary responsibilities, as provided herein, shall be limited to that expressly granted and neither the Town, Employer, Plan Administrator, and Funding Agent, nor any such individuals, committees of individuals, firms or corporations shall be responsible except for his, her, its or their own acts or omissions.

Section 9.06 Finality of Plan Administrator's Determinations and Authority. In exercising its powers and responsibilities as the Plan Administrator, the Employer, or, when appropriate, the individuals, committees of individuals, firms or corporations to whom any power and responsibility is allocated, shall have the sole and absolute discretion to make any determination or decision and, when made, such determination and decision shall be final, conclusive and binding.

Section 9.07 Employer to Act by Board. Whenever the Employer is required to make any appointment or allocate or delegate any responsibilities, such action may be taken by the Board. Without limiting the generality of the foregoing, the Board may confer upon any individual, committee of individuals, firm or corporation further power to delegate responsibilities.

ARTICLE 10

AMENDMENT OR TERMINATION OF PLAN

Section 10.01 Right to Amend Plan. The Town reserves the right at any time and from time to time by action of the Board to amend, in whole or in part, any or all of the provisions of the Plan provided that (a) no amendment shall be made which conflicts with the Bargaining Agreement in effect on the effective date of such amendment, and (b) no such amendment shall authorize or permit, at any time prior to the satisfaction of all liabilities with respect to the Plan, any part of the Trust Fund to be used for or diverted to purposes other than for the exclusive benefit of the persons covered by the Plan.

No such amendment shall have the effect of retroactively changing, or depriving Participants, Beneficiaries and contingent annuitants of, rights already accrued under the Plan, provided that any amendment may be made retroactively which is necessary to bring the Plan into conformity with governmental regulations in order to qualify, or maintain the qualification of, the Plan under the Internal Revenue Code.

Section 10.02 Right to Terminate Plan. The Town, by action of the Board, reserves the right to terminate the Plan with respect to its Employees and Participants at any time, provided that no termination shall be made which conflicts with the Bargaining Agreement in effect. Any such termination shall be set out in a written instrument, executed on behalf of the Town, by action of the Board. This Plan shall be deemed to have been terminated in the manner and to the extent set forth in such instrument.

ARTICLE 11

ALLOCATION OF ASSETS

Section 11.01 Allocation of Assets. In the event of termination of the Plan, each Participant's Accrued Benefit, or in the event of the termination of the Plan with respect to a group of Participants which constitutes a partial termination of the Plan, the Accrued Benefit of each Participant affected by such partial termination, calculated as of the date of such event, shall become fully vested and nonforfeitable to the extent funded by Plan assets. To the extent that the Plan is not sufficiently funded to pay all Accrued Benefits that are due Participants under this Section, the Plan shall allocate Plan assets in accordance with section 4044 of ERISA.

Section 11.02 Impossibility of Diversion of Assets. Anything in this Plan which might be construed to the contrary notwithstanding, it shall be impossible at any time prior to the satisfaction of all liabilities with respect to Participants for any part of the corpus or income of the Fund to be used for, or diverted to, purposes other than for the purposes herein stated.

Section 11.03 Permanent Discontinuance of Contributions. In the event contributions hereto are permanently discontinued, the provisions of Section 11.01 shall apply as of the date of discontinuance.

ARTICLE 12

MERGER OR CONSOLIDATION OF PLANS

Section 12.01 Successor Employer. In the event of the dissolution, merger, consolidation or reorganization of the Employer, provision may be made by which the Plan and Funding Agreement will be continued by the successor, and, in that event, such successor shall be substituted for the Employer under the Plan. The substitution of the successor shall constitute an assumption of Plan liabilities by the successor, and the successor shall have all the powers, duties and responsibilities of the Employer under the Plan.

ARTICLE 13

FUND

Section 13.01 Appointment and Transfer of Funds. To carry out the provisions of the Plan, the Employer will provide for the custody and investment of the funds which arise from contributions made pursuant to the Plan and for the payment of benefits under the Plan by agreement with such Funding Agent as it may from time to time determine, which agreement shall constitute a part of the Plan.

Section 13.02 Successor Funding Agent; Miscellaneous. The Employer in its sole and absolute discretion reserves the right at any time and from time to time to designate a successor Funding Agent; to enter into and make amendments to such contracts or agreements with the Funding Agent as it may deem desirable to accomplish the objectives of the Plan; to provide for the payment thereafter of the contributions hereunder to another Funding Agent; and to require a Funding Agent to transfer funds arising from contributions pursuant to the Plan to another Funding Agent, provided that the Employer shall have no power to perform any of such actions in such manner as will cause or permit any part of the funds accumulated pursuant to the Plan to be diverted to purposes other than for the exclusive benefit of Participants and their Beneficiaries, survivors or estates, retired employees or their Beneficiaries or as will cause or permit any portion of such funds to revert to or become the property of the Employer prior to the satisfaction of the liabilities under the Plan.

ARTICLE 14

LIMITATION ON BENEFITS

~~Section 14.01 General. This Article 14 is intended to impose a limitation on the benefits provided in the Plan required by section 415 of the Internal Revenue Code and the Regulations thereunder, the terms of which are specifically incorporated herein. Notwithstanding any provision of this Plan to the contrary, Section 415 of the Internal Revenue Code and the Regulations issued pursuant thereto, as amended from time to time, including, but not limited to, special rules for police, shall govern the limitation on the benefits provided in the Plan. The definitions contained in Section 14.04 shall apply to all terms used in this Article 14 regardless of any different definitions contained elsewhere in the Plan. Section 14.02 "Basic Limitation" (except for the last sentence thereof) applies regardless of whether any Participant is or ever has been a Participant in another qualified plan maintained by the Employer. If any Participant is or ever has been a Participant in another qualified plan or a welfare benefit fund, as defined in section 419(e) of the Internal Revenue Code, or an individual medical account, as defined in section 415(l)(2) of the Internal Revenue Code, which provides for Annual Additions maintained by the Employer, Section 14.03 "Overall Limitation" is also applicable to that Participant's benefits.~~

~~Section 14.02 Basic Limitation. The Annual Benefit otherwise payable to a Participant at any time will not exceed the Maximum Permissible Amount. If the benefit the Participant would otherwise accrue in a Limitation Year would produce an Annual Benefit in excess of the Maximum Permissible Amount, the rate of accrual will be reduced so that the Annual Benefit will equal the Maximum Permissible Amount. Nevertheless, an Annual Benefit will not be reduced if it is not more than \$1,000 multiplied by a Participant's number of Years of Service (not to exceed 10) or parts thereof, with the Employer, if the Employer has not at any time maintained a defined contribution plan, a welfare benefit plan as defined in section 419(e) of the~~

~~Internal Revenue Code, or an individual medical account as defined in section 415(1)(2) of the Internal Revenue Code in which such Participant participated.~~

~~Section 14.03 Overall Limitation. If the Participant is or ever has been covered under more than one defined benefit plan maintained by the Employer, the sum of the Participant's Annual Benefits from all such plans may not exceed the Maximum Permissible Amount. In order to achieve that result, the Annual Benefit payable in this Plan will be limited.~~

~~Section 14.04 Definitions and Rules:~~

~~(a) Annual Additions. The sum of the following amounts credited to a Participant's account for the Limitation Year:~~

~~(1) Employer contributions;~~

~~(2) Employee contributions;~~

~~(3) Forfeitures; and~~

~~(4) Amounts allocated to an individual medical account, as defined in section 415(1)(2) of the Internal Revenue Code, which is part of a pension or annuity plan maintained by the Employer are treated as Annual Additions to a defined contribution plan.~~

~~Also, amounts derived from contributions paid or accrued after December 31, 1985, in taxable years ending after such date, which are attributable to post-retirement medical benefits allocated to the separate account of a key employee, as defined in section 419A(d)(3) of the Internal Revenue Code, under a welfare benefit fund, as defined in section 419(e) of the Internal Revenue Code, maintained by the Employer, are treated as Annual Additions to a defined contribution plan.~~

~~(b) Annual Benefit. A retirement benefit under the Plan which is payable annually in the form of a straight life annuity. Except as provided below, a benefit payable in~~

~~a form other than a straight life annuity must be adjusted to an Actuarial Equivalent straight life annuity before applying the limitations of this Article. The interest rate assumption used to determine the Actuarial Equivalent will be the greater of the interest rate specified in defining that term herein or five percent (5%). The Annual Benefit must not include any benefits attributable to Employee contributions or rollover contributions or the assets transferred from a qualified plan that was not maintained by the Employer. No actuarial adjustment to the benefit is required for (1) the value of a qualified joint and survivor annuity, (2) the value of benefits that are not directly related to retirement benefits (such as qualified disability benefits, pre-retirement death benefits, and post-retirement medical benefits), and (3) the value of post-retirement cost of living increases made in accordance with section 415(d) of the Internal Revenue Code and section 1.415-3(e)(2)(iii) of the Federal Income Tax Regulations.~~

14.01 Limitation of Benefits to Comply With Section 415. Effective for limitation years beginning on or after July 1, 2007, and notwithstanding any Plan provisions to the contrary, in no event may the maximum annual retirement benefit payable to a Participant under the Plan and any other defined benefit plan of the Employer at any time within the limitation year exceed the limitations contained in Internal Revenue Code Section 415 as amended from time to time, including, without limitation, P.L. 108-218, the Pension Funding Equity Act of 2004, P.L. 109-280, the Pension Protection Act of 2006, and P.L. 110-458, the Worker, Retiree and Employer Recovery Act of 2008 and the regulations and guidance issued thereunder, which are hereby incorporated by reference, including, without limitation, the following definitions as set out therein:

(a) The term “compensation” for purposes of compliance with the limitations under Internal Revenue Code Section 415 shall include the following:

(i) wages as reported for purposes of federal income tax on Form W-2;

~~—— (c) — Compensation. A Participant's earned income, wages, salaries and fees for professional services (including for Plan Years beginning after December 31, 1997,~~(ii) elective deferrals as defined in

Section 402(g)(3) of the Internal Revenue Code and salary reduction contributions of the Participant not includible in his or her gross income by reason of Section 125 or 132(f) of the Code) and other amounts received for personal services actually rendered in the course of employment with the Employer (including but not limited to, commissions paid salesmen, compensation for services on the basis of a percentage of the profits, commissions on insurance premiums, tips, and bonuses) and ~~excluding the following:~~(including amounts not available to a Participant in cash in lieu of group health coverage because the Participant is unable to certify that he or she has other health coverage) or Section 132(f) of the Internal Revenue Code; and

- ~~—————~~ (1) ~~Employer contributions to a plan of deferred compensation which are not included in the Employee's gross income for the taxable year in which contributed or Employer contributions under a simplified employee pension plan to the extent such contributions are deductible by the employee or any distributions from a plan of deferred compensation;~~
 - ~~—————~~ (2) ~~Amounts realized from the exercise of a non-qualified stock option, or when restricted stock (or property) held by the employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture;~~
 - ~~—————~~ (3) ~~Amounts realized from the sale, exchange or other disposition of stock acquired under a qualified or incentive stock option; and~~
 - ~~—————~~ (4) ~~Other amounts which received special tax benefits or contributions made by the Employer (whether or not under a salary reduction agreement) toward the purchase of an annuity described in section 403(b) of the Internal Revenue Code (whether or not the amounts are actually excludable from the gross income of the employee).~~
- ~~—————~~ Compensation for any Limitation Year is the compensation actually paid or includable in gross income during such year.

- ~~(d) Current Accrued Benefit. A Participant's Accrued Benefit under the Plan, determined as if the participant had separated from service on December 31, 1986, when expressed as an annual benefit within the meaning of section 415(b)(2) of the Internal Revenue Code. In determining the amount of a Participant's Current Accrued Benefit, the following shall be disregarded:~~
- ~~(1) Any change in the terms and conditions of the Plan after May 5, 1986; and~~
- ~~(2) Any cost of living adjustment occurring after May 5, 1986.~~
- ~~(e) Defined Benefit Dollar Limitation. The "Defined Benefit Dollar Limitation" is \$160,000, as adjusted, effective January 1 of each year, under section 415(d) of the Code in such manner as the Secretary shall prescribe, and payable in the form of a straight life annuity. A limitation as adjusted under section 415(d) will apply to limitation years ending with or within the calendar year for which the adjustment applies.~~
- ~~(f) Defined Benefit Fraction. A fraction the numerator of which is the sum of the Participant's Projected Annual Benefits under the Plan (and under all other defined benefit plans, whether or not terminated, maintained by the Employer), and the denominator of which is the lesser of one hundred and twenty-five percent (125%) of the dollar limitation determined for the Limitation Year under section 415(b) and (d) of the Internal Revenue Code and in accordance with Section 15.05(h) hereof, or one hundred and forty percent (140%) of the Highest Average Compensation, including any adjustment under section 415(b) of the Internal Revenue Code.~~
- ~~(g) Defined Contribution Fraction. A fraction the numerator of which is the sum of the Annual Additions to the Participant's account under all defined contribution plans (whether or not terminated) maintained by the Employer for the current and all prior Limitation Years, and the Annual Additions attributable to all welfare benefit funds, as defined in section 419(e) of the Internal Revenue Code, or~~

~~individual medical accounts, as defined in section 415(1)(2) of the Internal Revenue Code, maintained by the Employer, and the denominator of which is the sum of the maximum aggregate amounts for the current and all prior Limitation Years of service with the Employer (regardless of whether a defined contribution plan was maintained by the Employer). The maximum aggregate amount in any Limitation Year is the lesser of one hundred and twenty five percent (125%) of the dollar limitation determined under sections 415(b) and (d) of the Internal Revenue Code in effect under section 415(c)(1)(A) of the Internal Revenue Code or thirty five percent (35%) of the Participant's Compensation for such year.~~

~~————— If the Employee was a Participant as of the first day of the first Limitation Year beginning after December 31, 1986 in one or more defined contribution plans maintained by the Employer which were in existence on May 6, 1986, the numerator of this fraction will be adjusted if the sum of this fraction and the Defined Benefit Fraction would otherwise exceed 1.0 under the terms of this Plan. Under the adjustment, an amount equal to the product of (1) the excess of the sum of the fractions over 1.0 times (2) the denominator of this fraction will be permanently subtracted from the numerator of this fraction. This adjustment is calculated using the fractions as they would be computed as of the end of the last Limitation Year beginning before January 1, 1987, and disregarding any changes in the terms and conditions of the Plan made after May 6, 1986, but using the section 415 limitation applicable to the first Limitation Year beginning on or after January 1, 1987.~~

~~————— The Annual Addition for any Limitation Year beginning before January 1, 1987, shall not be recomputed to treat all Employer contributions as Annual Additions.~~

~~————— (h) Employer. The Employer that adopts this Plan and all members of a controlled group of corporations (as defined in section 414(b) of the Internal Revenue Code,~~

~~as modified by section 415(h)), all commonly controlled trades or businesses (as defined in section 414(c) of the Internal Revenue Code, as modified by section 415(h)), or affiliated service groups (as defined in section 414(m) of the Internal Revenue Code) of which the Employer is a part and any other entity required to be aggregated with the Employer pursuant to regulations under section 414(o) of the Internal Revenue Code.~~

~~———— (i) ——— Highest Average Compensation. The average Compensation for the three consecutive Years of Service with the Employer that produces the highest average.~~

~~———— (j) ——— Limitation Year. The Plan Year.~~

~~———— (k) ——— Maximum Permissible Amount.~~

~~———— (1) ——— The lesser of the Defined Benefit Dollar Limitation or one hundred percent (100%) of the Participant's Highest Average Compensation.~~

~~———— (2) ——— If the Participant has fewer than ten (10) Years of Service with the Employer, the Defined Benefit Dollar Limitation is reduced by one-tenth (1/10) for each Year of Service (or part thereof) less than ten (10). To the extent provided in regulations or in other guidance issued by the Internal Revenue Service, the preceding sentence shall be applied separately with respect to each change in the benefit structure of the Plan. If the Participant has fewer than ten (10) Years of Service with the employer, the compensation limitation is reduced by one-tenth (1/10) for each Year of Service (or part thereof) less than ten (10). The adjustments of this subsection (k)(2) shall be applied in the denominator of the Defined Benefit Fraction based upon Years of Service. Years of Service shall include future years occurring before the Participant's Normal Retirement Age. Such future years shall include the year which contains the date the Participant reaches Normal Retirement Age, only if it can be reasonably~~

anticipated that the Participant will receive a Year of Service for such year.

~~(3) If the annual benefit of the Participant commences before the Participant attains age sixty two (62), the Defined Benefit Dollar Limitation as reduced above, if necessary, shall be determined as follows:~~

~~(A) Subject to the rules of (4) below, the dollar limitation for benefits commencing before age sixty two (62) is reduced in accordance with the regulations prescribed by the Secretary pursuant to Internal Revenue Code section 415(b)(2)(C).~~

~~(4) If the annual benefit of a Participant commences on or after age fifty five (55), the Defined Benefit Dollar Limitation shall be no less than \$75,000. If the annual benefit of a Participant commences before age fifty five (55), then the Defined Benefit Dollar Limitation shall be the actuarial equivalent of the \$75,000 limitation payable at age fifty five (55), but in no event shall the Defined Benefit Dollar Limitation be less than \$50,000 provided that the Participant has at least fifteen (15) Years of Service. To determine actuarial equivalence, the interest rate assumption is the greater of the rate specified in the Plan or five percent (5%). Any decrease in the Defined Benefit Dollar Limitation determined in accordance with this subsection (k)(4) shall not reflect the mortality decrement to the extent that benefits will not be forfeited upon the death of the Participant.~~

~~(5) If the annual benefit of a Participant commences after the Participant attains age sixty five (65), the Defined Benefit Dollar Limitation as reduced in (2) above, if necessary, shall be increased so that it is the actuarial equivalent of an annual benefit of such Dollar Limitation beginning at the Participant's sixty fifth (65) birthday. To determine~~

actuarial equivalence, the interest rate assumption used is the lesser of the rate specified in the Plan or five percent (5%).

~~(6) Effective for limitation years beginning after December 31, 1994, the provisions of the Plan regarding the limitations of Code section 415 are amended as follows:~~

~~(a) The limitation as defined in Code section 415(b)(1)(B) for defined benefit plans (100 percent of compensation) no longer applies.~~

~~(b) The early retirement reduction (Code section 415(b)(2)(C)) and the 10-year phase-in of the defined benefit plan dollar limit (Code section 415(b)(5)) will not apply to~~

~~(i) income received as a pension, annuity, or similar allowance as the result of the recipient becoming disabled by reason of personal injuries or sickness;~~

~~(ii) amounts received by beneficiaries, survivors, or the estate of a Participant as a result of the death of the Participant.~~

~~(c) Effective for limitation years beginning after December 31, 1996, the early retirement reductions under Code section 415(b)(2)(C) to the dollar limitation do not apply to any qualified participant as defined in Code section 415(b)(2)(H).~~

~~(d) Effective for limitation years beginning after December 31, 1997, any repayment of contributions and earnings regarding an amount which was previously refunded due to a forfeiture of service credit under the Plan shall not be taken into account for purposes of Code section 415.~~

~~(e) For purposes of permissive service credit contributions made in limitation years beginning after December 31, 1997, the limitations of Code section 415(b) as set forth in the Plan shall not be satisfied~~

unless the accrued benefit derived from such contributions is treated as an annual benefit for purposes of such Code section; however, the Plan shall not fail to satisfy the dollar limitations of Code section 415(b)(1)(A) as adjusted for early commencement of benefits under Code section 415(b)(2)(C) solely because of the application of this provision.

~~(l) Projected Annual Benefit. The Annual Benefit as defined in subsection (b) of this section to which the Participant would be entitled under the terms of the Plan assuming (1) the Participant will continue employment until Normal Retirement Age under the Plan (or current age, if later), and (2) the Participant's Compensation for the current Limitation Year and all other relevant factors used to determine benefits under the Plan will remain constant for all future Limitation Years.~~

~~(m) Year of Service. A Year of Service as defined in Section 1.23 hereof, plus one (1) year for each year in which a Participant is totally and permanently disabled within the meaning of section 415(e)(3)(C)(i) of the Internal Revenue Code, provided that no more than one Year of Service will be credited for any twelve-month period.~~

~~Section 14.05 Dollar Limitation for Terminated Employees. In the event that at any time the Maximum Permissible Amount has limited the Annual Benefit of a Terminated Vested Participant or a Retired Participant and such limitation is due to the Defined Benefit Dollar Limitation, as it may have been adjusted, and any adjustment of the Defined Benefit Dollar Limitation increases the Maximum Permissible Amount as it applies to such Terminated Vested Participant or Retired Participant, then the Participant's Annual Benefit shall be increased accordingly.~~

~~Section 14.06 Adjustments to Definition of Maximum Permissible Amount.~~

~~Notwithstanding any provision of Section 14.04 to the contrary, the "Maximum Permissible Amount" is the lesser of the Defined Benefit Dollar Limitation or the Highest Average Compensation (both adjusted where required, as provided in (A) and, if applicable, in (B) or (C) below).~~

~~(A) If the Participant has fewer than 10 years of participation in the Plan, the Defined Benefit Dollar Limitation shall be multiplied by a fraction, (i) the numerator of which is the number of years (or part thereof) of participation in the Plan and (ii) the denominator of which is 10. In the case of a Participant who has fewer than 10 years of service with the employer, the Highest Average Compensation shall be multiplied by a fraction, (i) the numerator of which is the number of years (or part thereof) of service with the employer and (ii) the denominator of which is 10.~~

~~(B) If the benefit of a Participant begins prior to age 62, the Defined Benefit Dollar Limitation applicable to the Participant at such earlier age is an annual benefit payable in the form of a straight life annuity beginning at the earlier age that is the actuarial equivalent of the Defined Benefit Dollar Limitation applicable to the Participant at age 62 (adjusted under (A) above, if required). The Defined Benefit Dollar Limitation applicable at an age prior to age 62 is determined as the lesser of (i) the actuarial equivalent (at such age) of the Defined Benefit Dollar Limitation computed using the~~

~~interest rate and mortality table (or other tabular factor) specified in the Plan and (ii) the actuarial equivalent (at such age) of the Defined Benefit Dollar Limitation computed using a 5 percent interest rate and the applicable mortality table as defined in the Plan. Any decrease in the Defined Benefit Dollar Limitation determined in accordance with this paragraph (B) shall not reflect a mortality decrement if benefits are not forfeited upon the death of the Participant. If any benefits are forfeited upon death, the full mortality decrement is taken into account.~~

~~(C) If the benefit of a Participant begins after the Participant attains age 65, the Defined Benefit Dollar Limitation applicable to the Participant at the later age is the annual benefit payable in the form of a straight life annuity beginning at the later age that is actuarially equivalent to the Defined Benefit Dollar Limitation applicable to the Participant at age 65 (adjusted under (A) above, if required). The actuarial equivalent of the Defined Benefit Dollar Limitation applicable at an age after age 65 is determined as (i) the lesser of the actuarial equivalent (at such age) of the Defined Benefit Dollar Limitation computed using the interest rate and mortality table (or other tabular factor) specified in the Plan and (ii) the actuarial equivalent (at such age) of the Defined Benefit Dollar Limitation computed using a 5 percent interest rate assumption and the applicable mortality table as defined in the Plan. For these purposes, mortality between age 65 and the age at which benefits commence shall be ignored.~~

(iii) compensation paid after severance from employment as set out in
Treas. Reg. § 1.415(c)-2(e)(3).

(b) The term “limitation year” for purposes of this Section 14.01 means the
Plan Year.

ARTICLE 15

MISCELLANEOUS PROVISIONS

Section 15.01 Exclusive Benefit. This Plan shall be for the exclusive benefit of Participants and their Beneficiaries and all of the funds held by the Funding Agent shall be exclusively devoted to such purpose. No portion of any such funds shall revert to or become the property of the Employer prior to the termination of the Plan and the satisfaction of all liabilities with respect to Participants and their Beneficiaries.

Section 15.02 Determination of Qualified Domestic Relations Order (Order). A domestic relations order shall be treated as an Order hereunder provided such order specifically creates or recognizes the existence of an alternate payee's right to, or assigns to an alternate payee the right to, receive all or a portion of the benefits payable with respect to a Participant under the Plan.

Section 15.03 Facility of Payment. If the Employer shall receive evidence satisfactory to it that any person entitled to receive any benefit hereunder is, at the time when such benefit becomes payable, physically, mentally or legally incompetent to receive such benefit and to give a valid receipt therefor and that another individual or institution is then maintaining or has custody of such person and that no guardian, committee or other representative of the estate of such person shall have been duly appointed, the Employer may cause payment of such benefit to such individual or institution maintaining or having the custody of such person, and the receipt of such individual or institution shall be a valid and complete discharge for the payment of such benefit. If a person dies before cashing any or all of the checks representing a payment or payments due under the Plan, such payment or payments so payable to such deceased person shall be made in the discretion of the Employer either to:

- (a) the person or persons who would be entitled to the deceased person's personal property under the laws of the State of Connecticut (which shall also fix the proportionate interest of such persons) if the person had died intestate a resident of Connecticut at the time for such payment under the provisions of the Plan; or
- (b) such relative or relatives of the deceased person by blood, marriage, or adoption as the Board may select; or
- (c) the estate of the deceased person.

Section 15.04 No Right to Continued Employment. Nothing in this Plan shall be construed as giving any Employee of the Employer the right to be retained in the Employer's employ or the right to any payment whatsoever except to the extent of the benefits provided for in the Plan. The Employer expressly reserves the right to dismiss any Employee at any time without liability for the effect which such dismissal might have upon the Employee as a Participant in this Plan.

Section 15.05 Claims Procedure. Any denial of a claim for benefits under the Plan shall be stated in writing by the Employer and delivered or mailed to the Participant or Beneficiary whose claim for benefits has been denied, and shall set forth specific reasons for such denial, written in a manner calculated to be understood by such Participant or Beneficiary. Within sixty (60) days after receiving the notification of such denial, any such Participant or Beneficiary may notify the Employer in writing of the Participant's desire for a review of such decision. Upon such notification, the Employer shall schedule a review proceeding at which the Participant shall restate the Participant's arguments for such claim to a representative of the Employer. The Employer's decision following such hearing shall be made within thirty (30) days and shall be communicated in writing to the Participant.

Section 15.06 Qualified Plan. The Plan is intended to be a governmental plan under section 414(d) of the Internal Revenue Code, and "qualified" as such under section 401(a) of the Internal Revenue Code. The Funding Agreement is intended to comply with all provisions of the Internal Revenue Code relating to such trusts. All questions shall be resolved to be consistent with such intent.

Section 15.07 Return of Employer Contributions Under Special Circumstances. Any Employer contribution made under a mistake of fact may be returned to the Employer within one year of such contribution. Contributions to the Plan are conditioned on the initial qualification of the Plan under Section 401(a) of the Code, and if the Plan is found not to so qualify, contributions made in respect of any period subsequent to the effective date of the disqualification shall be returned to the contributor within one year after the denial of such initial qualification.

Section 15.08 Special Rules Regarding Qualified Military Service (USERRA).

- (a) General. Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with section 414(u) of the Internal Revenue Code.
- (b) Death Benefits. In the case of a death or disability occurring on or after January 1, 2007, if a Participant dies while performing qualified military service (as defined in section 414(u)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the Participant had resumed and then terminated employment on account of death.
- (c) Benefit Accrual. For benefit accrual purposes, the Plan treats an individual who, on or after January 1, 2007, dies or becomes disabled (as defined under the terms of the Plan) while performing qualified military service with respect to the

Employer as if the individual had resumed employment in accordance with the individual's reemployment rights under USERRA, on the day preceding death or disability (as the case may be) and terminated employment on the actual date of death or disability. With respect to the period of said individual's qualified military service, the Plan will treat said service as counting toward said individual's Years of Service under the Plan.

(d) Determination of Benefits. To the extent the Plan requires employee contributions in order for the Participant to accrue benefits under the Plan, then the Plan will determine the amount of employee contributions of an individual treated as reemployed under these provisions for purposes of applying Code Section 414(u)(8)(C) on the basis of the individual's average actual employee contributions for the lesser of: (i) the 12-month period of service with the Town immediately prior to qualified military service; or (ii) if service with the Town is less than such 12-month period, the actual length of continuous service with the Town.

(e) Differential Wage Payments. For years beginning after December 31, 2008, (1) an individual receiving a differential wage payment from the Town, as defined by Code Section 3401(h)(2), shall be treated as an Employee of the Town making the payment, (2) the differential wage payment shall be treated as compensation, and (3) the Plan shall not be treated as failing to meet the requirements of any provision described in Code Section 414(u)(1)(C) by reason of any contribution or benefit which is based on the differential wage payment.

Section 15.09 Rollover Contributions - Election Rules. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this subsection, a Distributee may elect, at the time and in the manner prescribed by the Plan

Administrator in accordance with applicable regulations, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover.

- (a) A Distributee who is entitled to elect a Direct Rollover with respect to all or any portion of a distribution but who does not make any election shall be deemed to have rejected the Direct Rollover option.
- (b) A Distributee who elects a Direct Rollover with respect to any Eligible Rollover Distribution that is one in a series of installment payments made at least annually over a period of less than 10 years shall be deemed to have made the same election with respect to all subsequent Eligible Rollover Distributions in the series unless and until the Distributee changes the election. A change of election shall be accomplished by notifying the Plan Administrator of the change in the form and manner prescribed by the Plan Administrator.
- (c) ~~No earlier than 90 days and no later than 30 days~~ Within a reasonable period of time before an Eligible Rollover Distribution is to be made ~~(except to the extent the Participant or Beneficiary elects in writing to waive the thirty-day period)~~, and in accordance with section 402(f) of the Internal Revenue Code and applicable regulations, the Plan Administrator shall provide to the Distributee an explanation of the right to elect a Direct Rollover, the federal tax withholding consequences of failing to elect a Direct Rollover, the tax effects of making a rollover (other than a Direct Rollover) to an Eligible Retirement Plan, and the tax rules applicable to lump sum distributions, if applicable. A Distributee who elects a Direct Rollover must provide all information that the Plan Administrator may require to complete the Direct Rollover.
- (d) For the purposes of this section, the following definitions will apply:
 - (1) An "Eligible Rollover Distribution" is any distribution of all or any portion of the balance of the credit of the Distributee, except that an

Eligible Rollover Distribution does not include: any distribution that is one of a series of substantially equal periodic payments (at least annually) made for the life (or the life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Internal Revenue Code; and the portion of any distribution that is not includable in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities). A portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be paid only to an individual retirement account or annuity described in section 408(a) or (b) of the Code, or to a qualified defined contribution plan described in section 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

- (2) A distribution of less than \$200 that would otherwise be an Eligible Rollover Distribution with the meaning of item (a~~1~~) shall not be an Eligible Rollover Distribution if it is reasonable to expect that all such distributions to the Distributee from the Plan during the same calendar year will total less than \$200.
- (3) An "Eligible Retirement Plan" is an individual retirement account described in Section 408(a) of the Internal Revenue Code, an individual retirement annuity described in Section 408(b) of the Internal Revenue

Code or a qualified trust described in Section 401(a) of the Internal Revenue Code, that accepts the Distributee's Eligible Rollover Distribution. ~~However, in the case of an Eligible Rollover Distribution to the surviving spouse, an~~ An Eligible Retirement Plan is an individual retirement account or individual retirement annuity. An eligible retirement plan shall also mean an annuity contract described in section 403(b) of the Code and an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this plan. ~~The~~ Effective for distributions made after December 31, 2001, the definition of eligible retirement plan Eligible Retirement Plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relation order, as defined in section 414(p) of the Code. For distributions made after December 31, 2007, a Participant may elect to roll over directly an Eligible Rollover Distribution to a Roth IRA described in section 408A(b) of the Code.

- (4) A "Distributee" includes an employee or former employee. In addition, the employee's or former employee's surviving spouse and the employee's or former employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Internal Revenue Code, are Distributees with regard to the interest of the spouse or former spouse. Effective July 1, 2010, a non-spouse Beneficiary who is a "designated beneficiary" under Code Section 401(a)(9)(E), by a Direct Rollover (as defined above), may roll over all or any portion of his or her distribution to an individual retirement account

that the Beneficiary establishes for purposes of receiving the distribution. In order to roll over the distribution, the distribution otherwise must satisfy the definition of an Eligible Rollover Distribution (as defined above). Any distribution made prior to July 1, 2010 is not subject to the direct rollover requirements of Code Section 401(a)(31) (including Code Section 401(a)(31)(B), the notice requirements of Code Section 402(f), or the mandatory withholding requirements of Code Section 3405(c)). If the Participant dies before his or her required beginning date and the non-spouse Beneficiary rolls over to an IRA the maximum amount eligible for rollover, the Beneficiary may elect to use either the 5-year rule or the life expectancy rule, pursuant to Treas. Reg. § 1.401(a)(9)-3, A-4(c), in determining the required minimum distributions from the IRA that receives the non-spouse Beneficiary's distribution.

- (5) A "Direct Rollover" is a payment by the Plan directly to the Eligible Retirement Plan specified by the Distributee.

Section 15.10 Governing Law. The provisions of the Plan shall be construed, administered and enforced according to the applicable provisions of the Internal Revenue Code, and regulations thereunder, and the laws of the State of Connecticut.

Section 15.11 Gender and Number. Words used in the masculine include the feminine gender. Words used in the singular or plural shall be construed as if plural or singular, respectively, where they would so apply.

Section 15.12 Titles. Titles of articles and notes in margins are inserted for convenience and shall not affect the meaning or construction of the Plan.

TOWN OF COLCHESTER

Dated: _____ By _____

Jenny Contois

Its First Selectman

426375 v.01

Document comparison by Workshare Professional on Tuesday, November 09, 2010 2:57:13 PM

Input:	
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Description	#426375v1<SG> - Colchester/WORKING COPY Police Pension
Document 2 ID	interwovenSite://SGDMS/SG/1702988/1
Description	#1702988v1<SG> - Colchester/2010 Restatement Police Pension
Rendering set	standard

Legend:	
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Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
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Deletions	71
Moved from	1
Moved to	1
Style change	0
Format changed	0
Total changes	107

Gregg Schuster



First Selectman

MEMORANDUM

To: Board of Selectmen

Cc:

From : Gregg Schuster, First Selectman

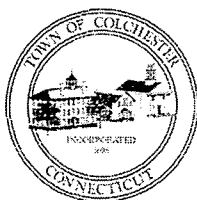
Date: 1/3/11

Re: Public Works Director Vacancy

The current Public Works Director has resigned his position. After much consideration and examining other alternatives, I believe the best course of action is to fill this vacancy as soon as possible within the existing organizational structure.

I have reviewed the Public Works Director job description and recommend revising it per the attached document.

Recommended Motion – “Move to approve the revised job description of the Public Works Director as recommended by the First Selectman.”



Town of Colchester Job Description

Public Works Director of Public Works

GENERAL STATEMENT OF DUTIES: Responsible to develop, manage, administer, supervise and direct the programs and activities of the Public Works Department in the functional areas of road, sidewalk, bridge, and storm water construction, maintenance and repair; snow and ice control; transfer station management; vehicle and equipment maintenance; maintenance and operation of all services provided in the Sewer and Water District. The Director of Public Works is required to exercise considerable independent judgment in administering and managing the department and is responsible for maintaining and improving upon the efficiency and effectiveness of all areas under his/her direction and control.

WORK HOURS: Monday – Friday, 8:00 a.m. – 4:30 p.m.(primarily), with occasional night board/commission meetings.

SUPERVISOR: Work under the administrative direction of the First Selectman, established policies, and Connecticut General Statutes.

SUPERVISION: Provides general supervision and oversees all departments that encompass public works including Fleet Maintenance, Highway, Sewer and Water, and Transfer Station

ESSENTIAL DUTIES:

The following is an illustrative and non-exhaustive list of duties:

1. Oversees and evaluates the total operation of all Public Works and Sewer and Water personnel and activities.
2. Review, plan, recommend, and supervise repairs of roads, bridges, sidewalks, drainage, water and sewer lines as needed
3. Plans, directs, coordinates construction, inspection, and maintenance of roads, bridges, storm water, structures, water and sewer lines and other Town properties.
4. Inspects, along with the Town Engineer, roads and drainage systems for compliance with requirements governing subdivisions
5. Organizes and implements duties, or performs as part of a team, in responding to natural or man-made emergencies; including snow and ice control.
6. Administers and directs transfer station operations, including hauling and disposal contracts; oversees and coordinates the town recycling program, as designated recycling coordinator; completes revenue and tonnage reports for transfer station; and complies with State reporting requirements.
7. Administers and directs the preventative maintenance programs for all Town vehicles and equipment.
8. Prepares specifications for the procurement of materials, contractor and consultant services and prepares cost projections for all public work projects.
9. Investigates citizen/staff complaints and oversees corrective action as appropriate.

10. Assures safe working conditions for employees through training programs as required by State and Federal Agencies. Review and enforce DEP, EPA, OSHA and other public safety and health directives, mandates, regulations and ordinances.
11. Works with Town Engineer to design and layout projects that are done by town employees; oversee and inspects projects completed by outside contractors.
12. Consults with Town Engineer on special technical engineering problems
13. Assists subordinate supervisors as needed
14. Coordinates all public works activities with other Town departments and other local and State governing agencies
15. Develops department policies and procedures and assigns, trains and supervises staff. Consults with First Selectman on such personnel actions as hiring, termination, and discipline and obtains approval from First Selectman for such personnel actions.
16. Prepares and administers operating budget for department; presents budget to the First Selectman, Board of Selectman, Board of Finance, and the Sewer and Water Commission.
17. Submits oral and written reports to Town officials as needed.
18. Attends all monthly Sewer and Water Commission and Joint Facilities meetings and, when necessary, Board of Selectmen, Board of Finance, and other Board or Commission meetings
19. Administers drug and alcohol testing program.
20. Perform related work as required
21. Comply with Town of Colchester Personnel Policies.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

1. Strong knowledge of the modern principles and practices of civil engineering and public works operations as applied to the development and maintenance of streets, water and sewer operations, and other public works functions
2. Practical, working knowledge of the principles and practices of organization, supervision and finance administration in the operation of a public works department.
3. Thorough knowledge of OSHA Regulations as they apply to public works and utilities
4. Ability to plan, organize, assign, supervise and inspect the work of both civil engineers, consultants, contactors and sub-professional, technical subordinates and employees
5. Ability to establish and maintain effective working relationships with engineers, contractors, and other public officials.
6. Ability to make knowledgeable evaluations of a public works program and to prepare complete and accurate research and operational reports as required and assist the First Selectman and or the Sewer and Water Commission when applicable
7. Must be able to deal effectively with staff, officials, and members of the public
8. Must have working knowledge of labor relations practices and procedures.
9. Must be able to perform the essential functions of the job with or without reasonable accommodations.

EDUCATION AND EXPERIENCE

1. The qualifications required would generally be acquired with a Bachelor's or Master's Degree in Civil Engineering or Management, or the equivalent combination of education and training.
2. Supervisory and engineering experience, specifically as it relates to public works operations
3. Ability to plan, direct, coordinate, and manage
4. Strong personnel management skills
5. CT Drivers License

WORK ENVIRONMENT: It is the policy of the Town of Colchester to provide a safe and healthy workplace for all employees. The Town of Colchester is committed to reducing and controlling the frequency and severity of work-related accidents. It is the responsibility of every employee to report all accidents, incidents and occupational illnesses, as well as any perceived hazardous conditions. While performing the duties of employment, it is the employee's responsibility to work in a safe and responsible manner. This includes following both OSHA and Town of Colchester safety policies.

While performing the duties of this job, the employee will makes frequent contact with other municipal departments, state agencies, vendors and contractors and the general public; contacts may be in person, by telephone, fax, e-mail, or at meetings. Such contacts will frequently require a high level of persuasiveness and resourcefulness to resolve problems. This position requires occasional work outside in various weather conditions.

Full-time; non-union; salary; exempt

This job description is not all-inclusive and is subject to change by the Board of Selectmen at any time.

JOB DESCRIPTION

**Town of Colchester
Public Works Director**

Salary - \$

GENERAL STATEMENT OF DUTIES: Responsible for general supervisory work, coordinating all operations of the Public Works Department. Duties involve the direction, coordination, review and evaluation of Public Works, park maintenance, landfill/transfer station operations and services and all areas of utilities that include water, sewer, street lighting, garbage collection and other related work as required. Recommends departmental policies, develops programs and work objectives for each division of the department and the Town and resolves supervisory and engineering problems.

SUPERVISION RECEIVED: Work under the administrative direction of the First Selectman and is reviewed for consistency with Town policy and for results obtained.

SUPERVISION EXERCISED: Provides general supervision and oversees all departments that encompass public works, e.g., Maintenance Department, Highway Department, Parks and Recreation, Landfill/Transfer Station facility and Utilities Department.

EXAMPLES OF DUTIES:

1. Plans, directs, coordinates and oversees the total operation of all Public Works and Utilities personnel and activities.
2. Periodically review the operations of the Public Works and Utilities Departments for the purpose of evaluating effectiveness of operations, procedures, policies and practices. Subsequently, recommend to the First Selectman and/or Utilities Commission, when applicable, ways and means of improving services.
3. Review the pattern and recommend the layout or repair of roads, bridges, streets, sidewalks, drainage, water and sewer lines as needed.
4. Plans, directs, coordinates construction, inspection and maintenance of roads, bridges, streets, storm water, parks, playgrounds, structures, water and sewer lines and other Town properties.
5. Inspect, along with the Town Engineer and Road Inspector, private roads for compliance with requirements governing subdivision.
6. Plans and directs the disposal of refuse.
7. Prepare annual estimates for inclusion in budget and direct the daily expenditures of allocated appropriations.
8. Consult with the Town Engineer on special technical engineering problems.
9. Coordinate all public works activities with other Town departments and other local and State governmental agencies.
10. Assists in hiring and training of all departmental personnel as requested or needed.
11. Assist subordinate supervisors as needed.
12. Attend all monthly Utilities Commission meetings and, when necessary, the Board of Selectmen meetings.
13. Perform related tasks as required.

KNOWLEDGES, ABILITIES AND SKILLS:

1. Strong knowledge of the modern principles and practices of civil engineering and public works operations as applied to the development and maintenance of streets, water and sewer operations and other public works functions.
2. Practical, working knowledge of the principles and practices of organization, supervision and finance administration in the operation of a public works department.
3. Ability to plan, organize, assign, supervise and inspect the work of both civil engineers, consultants, contractors and sub-professional, technical subordinates and employees.
4. Ability to establish and maintain effective working relationships with engineers, contractors and other public officials.
5. Ability to make knowledgeable evaluations of a public works program and to prepare complete and accurate research and operational reports as required and assist the First Selectman and/or the Utilities Commission when applicable.
6. Must be able to deal effectively with staff and members of the public.
7. Must have working knowledge of labor relations practices and procedures.
8. Must be able to perform the essential functions of the job with or without reasonable accommodation.

EXPERIENCE AND TRAINING:

1. Strong knowledge of modern principals and practices of civil engineering and public utilities required.
2. Bachelor or Masters of Arts degree in Civil Engineering desirable. Associates degree required.
3. Complete knowledge of OSHA Regulations as they apply to public works and utilities.
4. Extensive supervisory and engineering experience, specifically as it relates to public works operation or any equivalent combination of experience and training that provides the required knowledge, skills and abilities.
5. A minimum of five (5) years related experience.
6. Ability to plan, direct, coordinate and manage.
7. Strong personnel management skills.
8. Ability to deal effectively with staff, officials and members of the public.
9. Working knowledge of labor relations practices and procedures.

This job description is illustrative of tasks and responsibilities and not meant to be all-inclusive of every task or responsibility. It is a temporary management guide/tool and subject to change.

TOWN OF COLCHESTER



VEHICLE POLICY

DRAFT 1/2011

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1.0 PURPOSE

The Town of Colchester vehicle policy is established to create standards of all municipal vehicles and their use by town personnel; ensure compliance, conformance, and safety of rules and procedures; reduce and minimize liabilities to the town; increase vehicle performance and life spans through maintenance; and to develop a system of tracking municipal vehicle use.

2.0 MANAGEMENT

Town of Colchester management, which includes department heads and the First Selectman, are responsible for making sure all employees follow the guidelines and rules set forth in this policy. This includes, but is not limited to, monitoring, scheduling, ensuring compliance and the implementation of the policy, and enforcement. Management will be responsible for disciplining employees who do not follow the vehicle policy. Disciplinary action may be taken, up to and including suspension of driving privileges or dismissal of the employee for violating any part of this policy.

3.0 SPECIFICATIONS

- I. All town vehicles will adhere to the following specifications:
 - a. All Highway Dump trucks will be orange, with the town seal on the driver and front passenger doors. All lettering will be white with similar font on all vehicles.
 - b. All Fire & EMS vehicle colors will be determined by the Fire Chief
 - c. All Police vehicle colors will be determined by the Police Commission
 - d. All other municipal vehicles will be white, with the town seal on the driver and front passenger doors. Underneath the seal will be the Town website URL (www.colchesterct.gov). All lettering will be black and with similar font on all vehicles. Exceptions shall be made with the approval of the First Selectman.
- II. Any tampering or attempts to remove the town logo will result in disciplinary action
- III. All vehicles will be purchased and outfitted based on the needs of the town and with guidance from department heads and the First Selectman
- IV. No modifications to the external/internal structure or of standard equipment of any town vehicle is allowed unless authorized by the First Selectman or his/her designee
- V. All new vehicles shall be sent to Fleet Maintenance to be readied for use, including: inspecting the vehicle, add to insurance, and inform the Finance Department to add the vehicle to the fixed asset list of the Town.

4.0 USAGE

I. Authorization

- i) Any employee who is authorized to use a municipal vehicle must have a valid drivers license and any other licenses/certifications, as are required.
- ii) Only those town employees who have obtained a Commercial Drivers License (CDL) may operate vehicles that, by State law, require their operators to hold such a license. Any CDL operator is subject to all State and Federal rules, regulations, guidelines, and laws.
- iii) Any employee who is authorized to use a municipal vehicle may lose their authorization for any of the following reasons:
 - (1) The employee's drivers license has been suspended or revoked, regardless of reason
 - (2) The employee has been classified as a "high-risk" driver
 - (3) An employee allows an unauthorized individual to drive a municipal vehicle
 - (4) Violating department restrictions on use or improperly using a vehicle based on department guidelines
 - (5) A violation of section 4(V)(i) of this policy
- iv) Employees shall notify their supervisor, or the First Selectman, within one (1) business day of any incident whereby the employee violates section 4(I)(iii) of this Vehicle Policy
- v) If any accident occurs during authorized use of municipal vehicles, the following guidelines are to be followed:
 - (1) In the event of an accident ("damage to property or injury to persons which is a result directly or indirectly from the motion of a motor vehicle upon a trafficway"), all pertinent information shall be

exchanged. Should exchange of all pertinent information not be possible, police shall be contacted

- (2) If there is no damage to property, but there is damage to the municipal vehicle, police do not need to be notified, but an Incident Report Form (Appendix II) must be filled out and submitted to the Department Head
 - (3) Regardless of the type of incident, if there has been any damage to a municipal vehicle, an Incident Report must be filled out and submitted to the Department Head
 - (4) In minor instances such as damage to mailboxes or other like properties, report shall be made to the department supervisor with restitution made in accordance with adopted policies
 - (5) Should any question exist regarding the proper handling of damage or injury, the police shall be contacted
- vi) If any accident occurs during unauthorized use of municipal vehicles, in addition to whatever disciplinary action may be taken, the responsible employee may be required to make financial restitution for physical damages to the vehicles involved.

II. Personal Use of Municipal Vehicles

- i) The First Selectman reserves the right to authorize use of municipal vehicles for personal use at any time
- ii) Outside of authorization from the First Selectman, the use of municipal vehicles for personal use is prohibited, unless specifically stated within the collective bargaining agreement.

III. Personal Vehicles Use for Business

- i) Employees who use personal vehicles for municipal business are subject to all the guidelines and procedures of this policy.
- ii) Employees who use personal vehicles for municipal business are subject to the following, additional responsibilities:
 - (1) Maintain automobile liability insurance limits no case less than the minimum required by law for the State in which the driver resides.
 - (2) Maintain current state vehicle inspection.

(3) Maintain their personal automobile in safe, operating condition.

iii) The use of motorcycles for municipal business is prohibited.

IV. Background Checks

i) All Town employees who use or may use a Town vehicle shall have a motor vehicle background check prior to use of any vehicle

ii) All Town employees who regularly use Town vehicles shall have a motor vehicle background check performed annually

iii) Supervisors reserve the right to deny any employee from operating Town vehicles if an employee's motor vehicle background check returns with serious motor vehicle infractions

V. Prohibited Practices

i) Engaging in prohibited practices may result in disciplinary action. The following are examples of prohibited practices:

(1) Disobeying traffic laws

(2) Allowing unauthorized people to operate municipal vehicles

(3) Use of electronic devices for any purpose whereby the device is a distraction while driving, other than use of hands-free devices and town-issued radios. Texting is explicitly prohibited while driving or operating any municipal vehicle.

(4) Use of legal drugs and/or alcohol that may impair driving, or possession of illegal drugs, or being found under the influence of illegal drugs

(5) Refusal to submit to any test conducted by a law enforcement agency or by a laboratory designated to determine blood-alcohol content or drug impairment.

(6) Transportation of firearms (unless you are an authorized public safety employee) or illegal materials, including distribution of illegal drugs

(7) Convictions for a moving violation that results in the suspension or revocation of license

(8) Transporting hitchhikers

- (9) Pushing or towing another vehicle or a trailer, if not approved for such use
- (10) Using a radar detector in the vehicle
- (11) Use of the vehicles for any illegal purpose
- (12) Any other practice that is prohibited by the municipality

VI. Training

- i) All drivers should complete basic safe driving training. Other topics and materials should be provided by the municipality for more advanced training.
- ii) The department head should ensure that all training is documented, including the course name, date completed, and driver's name and identification.

VII. Smoking

- i) Smoking cigarettes, cigars, pipes, or any other tobacco product with or without a smoking device is prohibited while operating, or within, a municipal vehicle.

5.0 MAINTENANCE

I. Maintenance

- i) All employees who operate municipal vehicles shall be responsible for keeping any vehicle they operate up to municipal standards.
- ii) Regular Maintenance
 - (1) All vehicles will be registered with the Fleet Maintenance department
 - (2) All vehicles will be placed on a fleet maintenance check-list, that will keep inspections and regular maintenance on a strict schedule
 - (3) All vehicle operators will remove and discard of any personal items and trash after using a municipal vehicle
 - (4) Any dirt, mud, or other materials that have accumulated on windows and windshields should be removed after use of vehicle
 - (5) Any malfunctioning items should be reported promptly to Fleet Maintenance, and the vehicle returned for servicing as soon as possible
 - (6) Advertising decals, accessories, bumper stickers, and/or other equipment shall not be added or installed on municipal vehicles without the prior consent of management
 - (7) Regular and preventative maintenance and responsibilities, as defined by the Vehicle Maintenance Schedule, is on file at Fleet Maintenance.
 - (a) The Vehicle Maintenance Schedule shall be reviewed at least once annually.
 - (8) Quarterly, as part of preventative maintenance, Fleet maintenance shall complete the Driver's Vehicle Inspection Report (appendix I) and keep it on file at the town garage

(a) If anything in the Driver's Vehicle Inspection Report is noted as defective, appropriate action should be taken to correct the defect immediately

(9) When Town employees are not able, due to time or schedule, to perform regular maintenance to Town vehicles, the department supervisor may allow employees to work overtime to complete necessary maintenance, to stay on track with regular maintenance schedules, with the approval of the First Selectman

iii) **Unscheduled/Emergency Maintenance**

(1) All vehicles used during snow/ice storms shall be washed within thirty-six (36) hours after use, or on the Monday immediately following a Friday or Weekend snow/ice storm.

(2) Any unscheduled vehicle maintenance will be documented by the fleet maintenance supervisor, with a detailed description of the maintenance performed, cost of maintenance, and number of hours of maintenance performed

II. **Vehicle Protection**

- i) All attempts will be made to keep Town vehicles in good, working condition
- ii) Drivers shall never leave the vehicle running or the keys in the ignition when they are away from the vehicle. Exceptions will only be made during snow storms and then, only when municipal employees will be away from the vehicle for five (5) minutes or less.
- iii) Always roll up the windows and lock the doors when away from the vehicle. Exceptions will only be made when municipal vehicles are parked at the Town Hall during normal business hours or with the approval of the Department Head.
- iv) Never leave valuables in plain view, even when the vehicle is locked. Place them in locked locations if they cannot be taken with the driver
- v) Do not leave personal identification documents, credit cards, or valuables in the vehicle
- vi) Employees must report incidents to the police immediately

- (1) Employees must report incidents to their supervisor and complete an Incident Report Form
- (2) The department head will make sure the insurance company is contacted immediately
- vii) Whenever possible, Town vehicles will be stored in a garage, kept under a roof or temporary covering, or any other structure that keeps Town vehicles from direct contact with extreme weather elements

Appendix I Driver's Vehicle Inspection Form

DATE:	TIME:
VEHICLE #:	OPERATOR:
MILEAGE:	LOCATION:

Suggested Procedures:

- | | |
|--|--|
| 1. Check under hood | 5. Look under for leaks |
| 2. Start engine | 6. Test brakes, steering and transmission before leaving |
| 3. Proceed with the in-cab check | 7. Recheck the equipment enroute |
| 4. Walk around and examine the vehicle | |

Vehicle Checklist:

ENGINE

- Cooling system
- Exhaust system
- Oil, water, windshield solvent
- Leaks – water, oil, fuel grease
- Belts – fan, alternator, compressor, etc.

IN CAB

- Cab condition (locks, latches, doors, mountings)
- Mirrors, windshield, windows
- Horn, wipers and washers
- Defroster, heater
- Low air warning device
- Instruments and gauges
- Emergency equipment – fire extinguishers,
- Seat belts
- Steering
- Brakes – service, parking
- Clutch
- Drive train

EXTERIOR

- Lights, flashers, signals
- Reflectors
- Tires, wheels, lugs, studs, drums
- Chassis –frame, tanks, battery box, etc.
- Suspension
- Brake hoses & connections
- Exhaust system
- Rear-end protection
- Cargo area condition – floor, walls, roof, doors

√ = OK X = Defective

Completed by: _____ Date: _____
All Repairs Made. <input type="checkbox"/> (Check)
Certified by: _____ Location: _____ Date: _____

TOWN OF COLCHESTER
SAFETY AND HEALTH
MULTI-FUNCTION REPORT FORM

TYPE OF REPORT (CHECK ONE) DATE OF REPORT ___ / ___ / ___
___ INCIDENT REPORT
___ CLOSE CALL REPORT
___ IMMINENT DANGER REPORT
___ SAFETY RELATED DISCRIMINATION / HARASSMENT REPORT

SKIP THIS SECTION IF REPORT IS MADE ANONYMOUSLY
PERSON REPORTING _____ WORK TELEPHONE _____
TITLE / POSITION _____ DEPARTMENT _____

DATE OF OCCURRENCE ___ / ___ / ___ TIME OF OCCURRENCE ___ AM ___ PM
WERE YOU ___ A PART OF, (CHECK ONE) OR ___ A WITNESS OF THE ACTIVITY?
DEPARTMENT(S) INVOLVED _____
NAME OF PERSON(S) INVOLVED _____

FOR OFFICE USE ONLY / FOLLOW UP TAKEN
FOLLOWED UP BY _____ DATE ___ / ___ / ___

ANONYMOUS REPORTS CAN BE DROPPED IN SUGGESTION BOXES OR DROPPED OFF AT THE SELECTMAN'S OFFICE
SUGGESTION BOXES ARE LOCATED IN THE LOBBY OF THE TOWN HALL AND TOWN GARAGE AND AT THE FIRE DEPT.
ALL OTHER REPORTS TO BE TURNED IN TO SUPERVISOR

BRIEFLY DESCRIBE THE SITUATION, CONCERN OR ACTIVITY
IF NECESSARY ATTACH SEPARATE SHEET

ACKNOWLEDGMENT

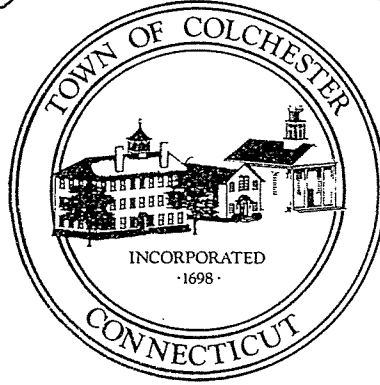
I hereby acknowledge that I have received and read a copy of the Colchester Vehicle Policy. I agree to comply with the policy and procedures contained in the policy.

Driver's Signature

Date

Driver's Name (print)

Maggie Wasicki



Finance Director

12/16/10

TO: Board of Finance
Board of Selectmen
Board of Education
C.F.O.
Treasurer

FROM: Maggie Wasicki, Finance Director

Attached, please find the Health Insurance Account Analysis thru 11/30/10

A handwritten signature in black ink, appearing to be "Maggie Wasicki", is written in a cursive style.

