

Gregg Schuster



First Selectman

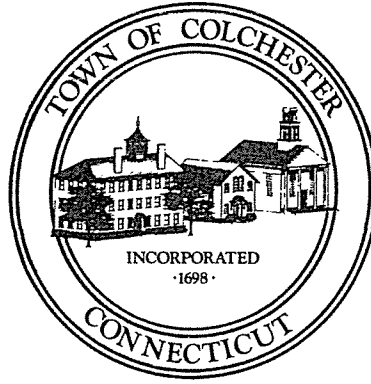
**Colchester Commission Chairmen Meeting Agenda
Thursday, January 20, 2011
Colchester Town Hall
Meeting Room 1 – 6:30 p.m.**

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1. Call to Order
2. Commission Updates – Commission Chairs
3. Adjourn

Gregg Schuster



First Selectman

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**Board of Selectmen Regular Meeting Agenda
Thursday, January 20, 2011
Colchester Town Hall**

**Meeting Room 1 –
Immediately Following Town Meeting at 7:15pm**

1. Call to Order
2. Additions to the Agenda
3. Approve Minutes of the January 6, 2011 Public Hearing
4. Approve Minutes of the January 6, 2011 Regular Board of Selectmen meeting
5. Citizen's Comments
6. Boards and Commissions – Interviews and/or Possible Appointments and Resignations
 - a. Commission on Aging. Member appointment to fill a vacancy on the Commission on Aging for a two-year term to expire 12/31/12. Rose Levin to be interviewed.
 - b. Police Retirement Board. Member Dan Eberle to be re-appointed to the Police Retirement for a three-year term to expire 01/31/13. Dan Eberle to be interviewed.
7. Budget Transfers
8. Tax Refunds & Rebates
9. Discussion and Possible Action on Restated Version of the Town of Colchester Police Department Pension Plan
10. Discussion and Possible Action on White Oak Farm Conservation Subdivision Bond Reduction
11. Discussion and Possible action on Memorandum of Agreement between Town of Colchester and MEIU, Local 506, SEIU, AFL-CIO, CLC

12. Discussion and Possible Action on Consulting Agreement with Mark Decker
13. Discussion and Possible Action on Facility Repair/Improvement Needs
14. Discussion and Possible Action on Vehicle Policy (Second Reading)
15. Discussion and Possible Action on Parks & Recreation Program Fund
16. Citizen's Comments
17. First Selectman's Report
18. Liaison Report
19. Adjourn

Gregg Schuster



First Selectman

Public Hearing
Thursday, January 6, 2011
Colchester Town Hall

Meeting Room 1 – 7:00pm

Minutes

MEMBERS PRESENT: First Selectman Gregg Schuster, Selectman James Ford, Selectman Greg Cordova, and Selectman Rosemary Coyle

MEMBERS ABSENT: Selectman Stan Soby

OTHERS PRESENT: Derrik Kennedy, Patti White, Wendy Mis, Dot Mrowka, Maggie Cosgrove, Robert Esteve, David Dander, Jean Amara, Christine Miskell, Michael Misiewicz, John Malsbenden, Thad King, Al Hemingway, Ryan Blessing, Katy Nally, and other citizens.

1. **Call to Order**

First Selectman G. Schuster called the public hearing to order at 7:00 p.m.

2. **Discussion on Joining the Chatham Health District**

A presentation was given to the public regarding the process and decisions made by the Health District Task Force in recommending that Colchester join the Chatham Health District. Comments from the public included: J. Watson discussed contractors opinion regarding joining a health district, G. Venetiano discussed fee schedule changes, T. Barron discussed the for-profit status and the arrangement of the district office, C. Rancart discussed reasons for staying as a municipal health department versus switching to a district. J. Malsbended read aloud results from the stakeholder survey.

3. **Adjourn**

J. Ford moved to adjourn at 7:45 p.m., seconded by G. Cordova. Unanimously approved.
MOTION CARRIED.

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Gregg Schuster

First Selectman



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

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

MEMBERS PRESENT: First Selectman Gregg Schuster, Selectman James Ford, Selectman Greg Cordova, and Selectman Rosemary Coyle

MEMBERS ABSENT: Selectman Stan Soby

OTHERS PRESENT: Derrik Kennedy, Maggie Cosgrove, Patti White, Wendy Mis, Dot Mrowka, Al Hemingway, Ryan Blessing, Katy Nally, and other citizens.

1. **Call to Order**
First Selectman G. Schuster called the meeting to order at 7:51 p.m.
2. **Additions to the Agenda**
None.
3. **Approve Minutes of the December 16, 2010 Public Hearing**
G. Cordova moved to approve the minutes of the December 16, 2010 Public Hearing, seconded by R. Coyle. J. Ford abstained. Unanimously approved. MOTION CARRIED.
4. **Approve Minutes of the December 16, 2010 Regular Board of Selectmen Meeting**
G. Cordova moved to approve the minutes of the December 16, 2010 Regular Board of Selectmen Meeting with the amendment to the term of John Bogush to read 11/21/2011, seconded by R. Coyle. J. Ford abstained. Unanimously approved. MOTION CARRIED.
5. **Approve Minutes of the December 22, 2010 Special Board of Selectmen Meeting**
G. Cordova moved to approve the minutes of the December 22, 2010 Special Board of Selectmen Meeting with the amendment to the date of the meeting on page two, seconded by J. Ford. Unanimously approved. MOTION CARRIED.
6. **Citizen's Comments**
None.
7. **Boards and Commissions – Interviews and/or Possible Appointments and Resignations**
None.

8. **Budget Transfers**
R. Coyle moved to approve the budget transfer of \$1,190 from “Fire – Protective Clothing (12202-42323)” to “Fire – Fire Equipment Supplies (12202-42346),” seconded by G. Cordova. Unanimously approved. MOTION CARRIED.
9. **Tax Refunds & Rebates**
R. Coyle moved to approve the tax refunds of \$18.30 to Mitchell Lucas, \$23.26 to Jacquelyn & Thomas Kitchen, \$8.53 to Dennis Orange, \$291.06 to Toyota Motor Credit Corp., \$5.51 to Lisa Capaldi, and \$189.53 to Richard Legrega, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.
10. **Discussion and Possible Action on Inland Wetland Fees**
J. Ford moved to approve the Inland Wetland and Watercourse Fee schedule as proposed by the Colchester Conservation Commission, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.
11. **Discussion and Possible Action on Joining the Chatham Health District**
J. Ford moved to move to a special town meeting to be held at a date to be determined by the First Selectman at the Colchester Town hall; to discuss and vote upon membership in the Chatham Health District, pursuant to C.G.S. §19a-241, seconded by G. Cordova. Discussion by R. Coyle regarding financial analysis of savings with new per capita fee and cost of leaving district after having joining, if necessary. Unanimously approved. MOTION CARRIED.
12. **Discussion and Possible Action on Extension of Contract with Consultant for Senior Center Study Group**
R. Coyle moved to approve the three-month extension (through March 31, 2011) of the contract with Dawn Homer-Bouthiette and authorize the First Selectmen to sign all necessary documents, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.
13. **Discussion and Possible Action on Public Health Preparedness Contract**
G. Cordova moved to resolve and certify that Gregg Schuster, First Selectman of Colchester is authorized to execute on behalf of this municipal corporation, a Grant Agreement with the State of Connecticut, for continuation of the Public Health Preparedness grant. In addition, Gregg Schuster is hereby authorized to enter into such agreements, contracts, and execute all documents necessary to said grant with the State of Connecticut. It is further moved that Gregg Schuster was elected First Selectman, for a term of office beginning on November 16, 2009 and continuing until November 21, 2011 and that as the First Selectman, Gregg Schuster serves as the Chief Executive Officer for the Town of Colchester and has both the authority and the office to sign a grant agreement on behalf of the Town of Colchester, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.
14. **Discussion and Possible Action on Restated Version of the Town of Colchester Police Department Pension Plan**
No action taken.
15. **Discussion and Possible Action on Public Works Director Job Description**
G. Cordova moved to approve the revised job description of the Public Works Director as recommended by the First Selectman, seconded by R. Coyle. Discussion by J. Ford regarding revising the educational requirement. G. Cordova modified the original motion to change #2 under Education and Experience to read “Four Years Supervisory and engineering experience, specifically as it relates to public works operations”, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.
16. **Discussion and Possible Action on Vehicle Policy (First Reading)**
Discussion on color of vehicles, maintenance, and of advertising on vehicles. No action taken.

17. Citizen's Comments

None.

18. First Selectman's Report

First Selectman G. Schuster reported that department heads have begun to work on the FY 2011-2012 budget, that the revenue side of the budget will become clear in February when the grand list is received by the Assessor and the governor introduces his budget to the State, and the probate court has officially changed to its new region.

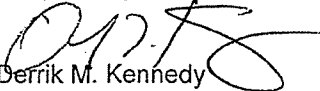
19. Liaison Report

None.

20. Adjourn

G. Cordova moved to adjourn at 8:29 p.m., seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

Respectfully submitted,



Derrick M. Kennedy
Executive Assistant to the First Selectman

Attachments:

- Memo from Wendy Mis regarding Public Health Preparedness contract
- Memo from Patti White regarding Senior Center Study Group consultant contract extension
- Memo from First Selectman G. Schuster regarding Public Works Director job description



Colchester Health Department



Public Health
Prevent. Promote. Protect.

MEMORANDUM

DATE: December 16, 2010
TO: Gregg Schuster
FROM: Wendy Mis. *WMS*
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.

To: Board of Selectmen

From: Patti White, Senior Services Director

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

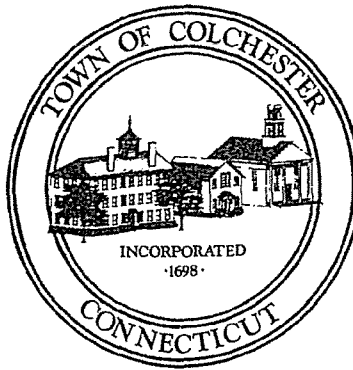
Date: 1/3/11

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.

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.”

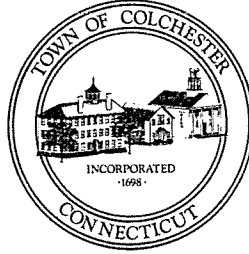
MEMORANDUM

TO: Maggie Cosgrove
FROM: Natalie Welsh
DATE: January 13, 2011
RE: Police Pension Plan Restatement

Recently, we sent the Town a restated Town of Colchester Police Department Pension Plan (the "Plan") document that incorporates previously approved amendments and makes certain other non-discretionary changes to the Plan as required by the Internal Revenue Code and Regulations. One Article that appears to have changed significantly is Article 14, Limitations on Benefits.

As required by law, this Article incorporates Internal Revenue Code Section 415 by limiting the maximum annual benefit that may be paid to a retired participant under any qualified defined benefit plan. At the present time that limit (which is indexed) is \$165,000. It is our understanding that it is highly unlikely, given the present terms of the Plan, that any participant will ever be impacted by this limit. Nonetheless, a qualified plan must include the rules under Code Section 415. In 2007, revised final regulations took effect which, among other things, permit these rules (which are long and complicated) to be incorporated by reference rather than spelled out in page after page of the plan document. We elected to take advantage of this flexibility and accordingly, significantly scaled back Article 14.

If there are any further questions, please let me know. As we have discussed, the IRS deadline for the restatement to be adopted in a timely manner, is January 31, 2011. Please have the document executed on or before that 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

Motion to

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;

~~(e) 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(e)(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(e) 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

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

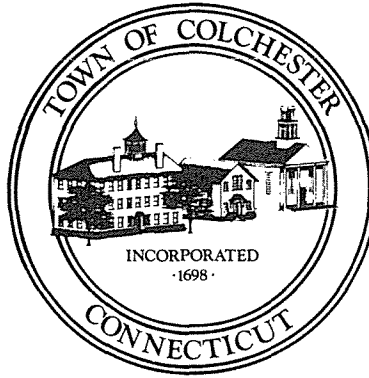
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Total changes	107

January 6, 2011

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

A handwritten signature in black ink, appearing to read "Sal Tassone", is written over the printed name of the Town Engineer.

Re: White Oak Farm Conservation Subdivision, Lebanon Avenue (Route 16) and
Goldberg Road, Colchester, CT. prepared for Ponsett Ridge LLC.

By: Angus McDonald Gary Sharpe Associates, Inc.

The owner of the referenced subdivision (Ronald Gaudet – White Oak Development, LLC) has requested the release of his phase A-1 Subdivision Bond due to the transfer/sale of this phase of the project to another developer (Rodney Goldberg – Goldberg Estates, LLC).

On January 6, 2011, the town received a substitute subdivision bond for phase A-1 of the White Oak Farm Subdivision from Rodney Goldberg (Lexon Insurance Company surety Subdivision Bond No. 1063781 in the amount of \$442,262.85). This is the full approved bond amount for phase A-1 and no construction activity has yet been initiated on this phase.

It is therefore recommended that the original bond posted by Ronald Gaudet for both Phase A-1 and Phase A-2 (Bond Safeguard Insurance Company surety Subdivision Bond No. 5023479 in the amount of \$976,962.00) be reduced by \$442,262.85 leaving a bond balance of \$534,699.15 which is to remain in effect for Subdivision Phase A-2.

RECOMMENDED MOTION:

Motion that the Town of Colchester reduce Subdivision bond No. 5023479 in the amount of \$976,962.00 by \$442,262.85 leaving a bond balance of \$534,699.15 as recommended by the Town Engineer.

MEMORANDUM OF AGREEMENT

BETWEEN

TOWN OF COLCHESTER

AND

MUNICIPAL EMPLOYEES UNION INDEPENDENT, LOCAL 506,

SEIU, AFL-CIO, CLC

This Agreement is made by and between the Town of Colchester (hereinafter the "Town"), the Municipal Employees Union Independent, Local 506, SEIU, AFL-CIO, CLC (hereinafter the "Union") and Salvatore Tassone, Town Engineer, (hereinafter Mr. Tassone).

Whereas, the Town and the Union are parties to a Collective Bargaining Agreement, which is in effect from July 1, 2007 - June 30, 2011.

Whereas, the Town Engineer, a Town Administrator, who is recognized and covered by the Collective Bargaining Agreement between the parties.

Whereas, Mr. Tassone has agreed to take on additional duties temporarily acting in the capacity of Public Works Director while the Town of Colchester recruits a permanent full-time candidate to fill the Director position and shall be responsible for the Public Works Director responsibilities in addition to his current responsibilities in the Engineering Department.

Therefore, the parties agree as follows:

1. The Town Engineer shall temporarily become responsible for the Public Works Director responsibilities effective Monday, January 10, 2011 and last no longer than two (2) months and shall be compensated at the rate of three hundred and fifty dollars (\$350.00) per week.
2. Should the recruitment take longer than two (2) months, a maximum of a one (1) month extension shall take effect and the Town Engineer shall receive compensation of an additional one hundred dollars (\$100.00) for the extended period.
3. Mr. Tassone shall be responsible for the following Public Works responsibilities: oversight of the road, water and sewer work, attend some commission meetings and on-call responsibilities for the employees and residents.
4. The Town and Union expressly agree that this Memorandum of Agreement shall not constitute a practice or precedent or be binding on the Town in the future for any other similar situation, nor shall this Memorandum of Agreement be used as evidence of prior conduct in any future similar situation.

Agreed to and approved by the undersigned:

For the Union:

Danielle McMullen
MEUI Staff Representative

Date

Salvatore Tassone
Town Engineer

Date

For the Town:

Gregg Schuster
First Selectman

Date

January 10, 2011

Mr. Mark Decker
107 Melanie Lane
Colchester, Connecticut 06415

Re: Terms of Consulting Agreement with the Town of Colchester

Dear Mark:

The purpose of this letter is to set forth the terms we have discussed with regard to our agreement to engage you to provide services as an independent contractor for the Town of Colchester following your separation from your employment as our Director of Public Works.

We appreciate your service as an employee of the Town for the last seventeen years and wish you well as you assume your duties for the City of Norwich. We appreciate your willingness to continue to provide consulting services to the Town, on an as needed basis, until such time as we can hire your replacement and he/she has an opportunity to become proficient in the position or until further notice by either you or the Town.

As you know, your eligibility for medical insurance benefits with the Town shall expire at the end of this month on January 31, 2011 except that following that date you shall be permitted to purchase extended coverage in accordance with COBRA requirements. You advised us that your benefits with the City of Norwich will not begin until March 1, 2011. Accordingly, as long as you are providing us with consulting services as needed under the terms of this Agreement, the Town will agree to reimburse you the cost of your COBRA premiums during the month of February 2011. In addition, for your consulting services through February 28, 2011, we shall pay you at an hourly rate of \$40.00.

For all consulting services provided on or after March 1, 2011, you will be paid at the rate of \$55.00. Please submit your record of your consulting time to me each week with a description of the services provided and we will pay you promptly thereafter.

This is to confirm that your services in this capacity, following your separation from employment with the Town, shall be provided as an independent contractor. Your employment as a Town of Colchester employee terminated for all purposes effective 1/7/11. Accordingly,

Mr. Mark Decker
January 10, 2011
Page 2

you will no longer be eligible for Town benefits of any type, including pension benefits, workers' compensation benefits, unemployment benefits, medical insurance benefits, paid time off benefits or any other benefits provided to employees of the Town. As an independent contractor, we will not have control over the services you provide to us in this capacity but based on your prior service to the Town, we are confident that you will respond to our needs in a professional manner.

Again, we appreciate your willingness to continue to assist us following your departure as our Director of Public Works and we certainly wish you well in your new position in Norwich.

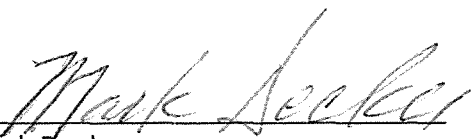
In accordance with legal requirements, you will be issued a 1099 for the value of all payments you receive under the terms of the consulting agreement outlined herein which shall include payment for the services you provide as well as the value of the Town's reimbursement of the cost of your medical insurance premiums for February, 2011.

If the terms of this Agreement are acceptable to you, please sign in the space provided below for your signature.

Sincerely,

Gregg Schuster
First Selectman

This is to confirm my agreement to serve the Town of Colchester as an independent contractor in accordance with the terms set forth above. I understand that during this period of service, I shall not be considered an employee of the Town but rather an independent contractor and so shall not be eligible for the benefits of employment as further set forth above. Finally, I understand that all monies provided to me for my services as an independent contractor shall be reported by the Town to me on a 1099 form at the end of the year.



Mark Decker




Date

Town of Colchester
127 Norwich Avenue
Suite 202
Colchester, CT 06415

Gregory J. Plunkett
Director of Facilities and Operations
gplunkett@colchesterct.org

Tel. (860) 537-2296
Fax. (860) 537-1252
Cell (860) 303-0125

January 14, 2011

TO: Gregg Schuster
FROM: Greg Plunkett 
RE: Facility Repair/Improvement Needs

As you are aware the Town has quite a long list of facility repair needs that due to tight budgets have not been addressed. In discussion with Maggie Cosgrove she has indicated that in the present fiscal year there exists approximately \$59,000 in bond interest savings that could be used to address the most pressing of these needs. Attached is a list of repairs we propose be completed this fiscal year.

Water leak in the Town Hall foyer \$6,000
As you know this has been a problem for several years but must be repaired to avoid further damage.

Modify the rolling gate at the Fleet Maintenance lot. \$7,500
The gate is too heavy for some of our employees who must open and close it. Additionally we have had workmen's Compensation claims due to injuries caused by operating the gate.

Repair the leaks in the roof at Company #1 \$6,000
The gaskets surrounding the screws which hold the metal roofing have dried out and many are leaking. In some instances this is allowing water to infiltrate ceiling tiles and window frames.

Install additional security to the police department offices \$17,500
A secured entrance is needed for the department office.

Renovate crew quarters at the Highway Garage \$3,200
These quarters are used for the plow drivers to rest and at times sleep during prolonged snow removal activities.

Repair the roof at the Fleet Maintenance Garage \$4,000
The roof has developed large bubbles and although not presently leaking should be repaired before leaks start.

Repair the furnace at the Senior Center \$3,300
The furnace is leaking due to a crack in one of the sections.

Paint exterior trim at Cragin Memorial Library \$7,500
The old section of the library has paint that is peeling and trim that will deteriorate if not painted.

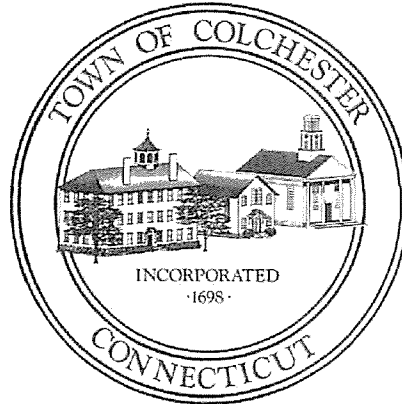
Reconfigure offices at Town Hall \$4,000
This reconfiguration will accommodate the additional space needed by the Board of Education as well as space for the Economic Development Coordinator and the relocation of Social Services. It will also address the needs of the Town Clerk for additional vault space.

Total \$59,000.00

We are also proposing power washing the outside of the Youth Center. Funds for the project will be taken from the Reserve account established for that purpose.

DRAFT

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. Exceptions shall be made with the approval of the First Selectman.
 - 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 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 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 the First Selectman.
 - (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)

