



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

Lisa L. Heavner - First Selectman

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SIMSBURY BOARD OF SELECTMEN

Main Meeting Room – Simsbury Town Hall – 933 Hopmeadow Street, Simsbury

Regular Meeting – September 28, 2015 – 7:00 p.m.

PLEDGE OF ALLEGIANCE

PUBLIC AUDIENCE

PRESENTATIONS

FIRST SELECTMAN'S REPORT

SELECTMEN ACTION

- a) Approve Tax Refunds
- b) Consider Request for Waiver of Fees for the Landmark Building at 760 Hopmeadow Street
- c) Acknowledge FY2016 Historic Documents Preservation Grant Application
- d) Adopt Resolution regarding Restatement and Amendment of Town of Simsbury General Government and Police Retirement Plans to reflect collectively bargained and legally required changes

OTHER BUSINESS

- a) Update on Senior Community Center Project

APPOINTMENTS AND RESIGNATIONS

- a) Acknowledge the resignation of Edward J. LaMontagne as the Town of Simsbury's representative to the North Central Regional Mental Health Board effective September 8, 2015

REVIEW OF MINUTES

- a) Regular Meeting of September 16, 2015

Telephone (860) 658-3230
Facsimile (860) 658-9467

LHeavner@simsbury-ct.gov
www.simsbury-ct.gov
An Equal Opportunity Employer

8:30 - 7:00 Monday
8:30 - 4:30 Tuesday through Thursday
8:30 - 1:00 Friday

SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS

1. Personnel
2. Finance
3. Welfare
4. Public Safety
5. Board of Education

ADJOURN

Most of the documents reviewed by the Board of Selectmen at this meeting can be located at:
<http://www.simsbury-ct.gov/board-of-selectmen> or by scanning the QR code below.





Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Tax Refunds
2. **Date of submission:** 09-21-2015
3. **Date of Board Meeting:** 09-28-2015
4. **Individual or Entity making the submission** (Please include complete contact information. The identified individual(s) should be prepared to present information to the Board of Selectmen at the Board Meeting):

Colleen O'Connor- Tax Collector

5. **Action requested of the Board of Selectmen** (Acceptance of gift, creation of reserve, approval of contract, information only, etc. Be as specific as possible with respect to the desired action of the Board.):

Individual or Entity making the submission requests that the Board of Selectmen:

Tax refunds to be approved by State Statue 12-129. Some of the reasons for refunds on cars are –vehicle sold, destroyed, donated, moved out of state or appealed the taxes.

Real Estate refunds are due to the fact that both a bank and an attorney's office pay the taxes because of sale of house or re-finance.

6. **Summary of Submission** (Include in your summary (i) relevant dates and timelines; (ii) parties involved; (iii) a description of financial terms and conditions specifically identifying the financial exposure/commitment of the Town of Simsbury; (iv) whether or not contracts, licenses and other legal documents have been reviewed by the Town's counsel; and (v) other information that will inform the Board of Selectmen's consideration of your submission. Include any additional information in an attached memorandum.):

7. **Financial Impact** (Include a description of any impact on the finances of the Town of Simsbury):

Approve tax refunds per attached printout in the amount of **\$ 4,261.66**

8. **Description of documents included with submission** (All documents must be in final form and signed by the appropriate party.):

The following documents are included with this submission and attached hereto:

Tax Refunds.xls

	BILL NUMBER	TAX	FIRE	INTEREST	TOTAL
List 2012					
Patel Alpeshkumar V	12-01-7073	\$49.24	\$1.61		\$50.85
					\$0.00
					\$0.00
Total 2012		\$49.24	\$1.61	\$0.00	\$50.85
List 2013					
Patel Alpeshkumar V	13-01-7086	\$49.03	\$1.57		\$50.60
					\$0.00
					\$0.00
Total 2013		\$49.03	\$1.57	\$0.00	\$50.60
List 2014					
Antarsh Cheryl S	14-03-50401	\$88.35	\$2.83		\$91.18
Bell David C	14-03-51204	\$73.87	\$2.36		\$76.23
Bell David C	14-03-51205	\$74.61	\$2.39		\$77.00
Caputo, Katelyn E	14-03-52537	\$122.87	\$3.93		\$126.80
Carbone Salvatore	14-03-52544	\$51.23	\$1.64		\$52.87
Carpentieri Joseph	14-03-52641	\$37.38	\$1.19		\$38.57
Coen Kimberly	14-03-53269	\$98.00	\$3.15		\$101.15
Diamond Todd L	14-03-54511	\$59.39	\$1.91		\$61.30
Diamond Todd L	14-03-54512	\$107.65	\$3.45		\$111.10
Dion Gregory K	14-03-54588	\$75.73	\$2.43		\$78.16
Dion Gregory K	14-03-54589	\$92.80	\$2.98		\$95.78
Fuhr Alan P	14-03-56109	\$33.04	\$1.06		\$34.10
Fuhr Alan P	14-03-56111	\$93.54	\$3.00		\$96.54
Honda Lease Trust	14-03-58134	\$182.82	\$5.86		\$188.68
Honda Lease Trust	14-03-58138	\$61.51	\$1.97		\$63.48
Honda Lease Trust	14-03-58141	\$233.71	\$7.49		\$241.20
Honda Lease Trust	14-03-58216	\$229.03	\$7.34		\$236.37
Honda Lease Trust	14-03-58237	\$175.91	\$5.64		\$181.55
Hyundai Leasing Titling	14-03-58577	\$95.03	\$3.05		\$98.08
Kahl Leslie M	14-03-59179	\$51.96	\$1.67		\$53.63
Kearse Nakia A	14-03-59292	\$63.11	\$2.03		\$65.14
Kearse Nakia A	14-03-59293	\$79.43	\$2.55		\$81.98
Miller Bradford H	14-03-62338	\$51.97	\$1.66		\$53.63
Montineri Joseph P	14-03-62598	\$30.78	\$1.39		\$32.17
Palermo Joseph C	14-03-63907	\$105.46	\$3.38		\$108.84
Palermo Joseph C	14-03-63909	\$60.32	\$1.94		\$62.26
Reed Steven A	14-03-65193	\$172.24	\$5.52		\$177.76
Ruderman Jan	14-03-65913	\$75.61	\$2.43		\$78.04
Satell Andrew G	14-03-66228	\$15.22	\$0.49		\$15.71
Schwartz Barry	14-03-66504	\$61.25	\$1.96		\$63.21
Singh Jasmine V	14-03-67162	\$50.67	\$1.63		\$52.30
Stimpson Alfred F	14-03-67762	\$56.42	\$1.81		\$58.23
Stimpson Alfred F	14-03-67765	\$100.60	\$3.23		\$103.83
Stimpson Alfred F	14-03-67766	\$85.75	\$2.74		\$88.49
Toyota Lease Trust	14-03-68554	\$449.48	\$14.41		\$463.89

Toyota Lease Trust	14-03-68619	\$612.45	\$19.64		\$632.09
Vosmer/Waldron	14-03-69295	\$15.59	\$0.50		\$16.09
Vosmer/Waldron	14-03-69470	\$38.61	\$1.23		\$39.84
					\$0.00
					\$0.00
Total 2014		\$4,163.39	\$133.88	\$0.00	\$4,297.27
TOTAL 2012		\$49.24	\$1.61	\$0.00	\$50.85
TOTAL 2013		\$49.03	\$1.57	\$0.00	\$50.60
TOTAL 2014		\$4,163.39	\$133.88	\$0.00	\$4,297.27
					\$4,398.72
TOTAL ALL YEARS		\$4,261.66	\$137.06	\$0.00	\$4,398.72



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Request for Waiver of Fees
2. **Date of submission:** August 12, 2015
3. **Date of Board Meeting:** September 16, 2015
4. **Individual or Entity making the submission (Please include complete contact information. The identified individual(s) should be prepared to present information to the Board of Selectmen at the Board Meeting):**

HOP 760, LLL, David Richman, member - (860) 930-1121 - darlar3@aol.com
5. **Action requested of the Board of Selectmen (Acceptance of gift, creation of reserve, approval of contract, information only, etc. Be as specific as possible with respect to the desired action of the Board.):**
The Individual or Entity making the submission requests that the Board of Selectmen:

Refund filing fee to appeal zoning violation. Agreement reached to file an amended site plan instead.
6. **Summary of Submission (Include in your summary (i) relevant dates and timelines; (ii) parties involved; (iii) a description of financial terms and conditions specifically identifying the financial exposure/commitment of the Town of Simsbury; (iv) whether or not contracts, licenses and other legal documents have been reviewed by the Town's counsel; and (v) other information that will inform the Board of Selectmen's consideration of your submission. Include any additional information in an attached memorandum.): See attached memorandum.**
7. **Financial Impact (Include a description of any impact on the finances of the Town of Simsbury):** \$240.00

8. Description of documents included with submission (All documents must be in final form and signed by the appropriate party.):

The following documents are included with this submission and attached hereto:

Hop760, LLC is the owner of the Landmark Building at 760 Hopmeadow Street. The Landmark Building is on the Historical Register. The new owners have sought to bring positive economic life to this important building that had been vacant for a significant period of time after Simsbury Bank departed.

In March 2015, the Town issued a notice of a land use violation with respect to the current use of a former lunch room. A hair salon was put in the vacant space. The violation involved one parking space, and the owner believes that it had a sufficient number of parking spaces. There was no dialog before the issuance of the violation.

The owner filed an application with the Zoning Board of Appeals to contest the violation and paid a filing fee of \$240.00. The Town Planner stated a desire to create shared parking in the Town Center. Jim Gallagher says that there has been shared parking in that area for decades. None of the businesses can satisfy the parking requirements without including the available public spaces on Hopmeadow Street and the public lots. See attached March 29, 1984 minutes. ("Adequate space will be available in the municipal lots behind Eno Memorial Hall and off Phelps Lane."). The owner always allowed others to use the parking lot, and agreed that to shared parking as a continuation of existing practice. Then the Town requested additional expensive studies and analyses from the owner, and the appeal continued.

Simsbury Bank squeezed 39 employees in the building and its growth required it to find larger quarters. Currently, approximately 22 persons work in the building, resulting in substantially less parking demand than previously. The existing site plan fails to count the available number of parking spaces. Attached is a photo of two additional spaces not credited to the owner. There are additional spaces as well.

Following conferences with Town Counsel and officials in the planning department, the matter was resolved by agreement. As part of that agreement, the owner is filing an amended site use plan and the hearing before the Zoning Board of Appeals was canceled. The owner is paying for the fees for the new site use plan.

Because the appeal was resolved by agreement and additional fees became due to the Town under that agreement, Hop760, LLC requests a refund of the original \$240.00. Mr. Richman had requested that the initial fees be applied to the new application, but the waiver of fees rests with the Board of Selectmen. Accordingly, Hop760, LLC requests a refund of the initial \$240.00 fee payment.

Jim Carey

May 21, 1984

Page 2

All variances made due to size and configuration of the properties and buildings. All in the town's interest.

He then spoke to the plan, showing ingress and egress, plantings, and submitted a plan showing location and size of signs on the buildings. Mr. Rome stated they concur with suggestions of the Town Engineer and they will be met.

Tom Mulcahy of Landev Inc. then displayed the plan showing proposed signs for the 760 Hopmeadow building - for People's Bank and Landev, Inc. He described the location and design of the signs - all within the zoning requirements. There will also be directional signs on the properties to accommodate free flow traffic through to Station Street bypassing the drive-in teller. He described the location of these signs as well as the layout of the proposed drive-in teller to the rear of the building. A tenant for 6 Station Street has not yet been finalized but the sign is shown as to location and size.

Discussion followed on the proposal, particularly as it related to parking, and ingress and egress. Mr. Fuller of Landev Inc. was present and in answer to questions, stated that Landev is negotiating use of the so-called drive east of 8 Station Street to Station Street, which was used as necessary. This drive is located on an abutter's property. But at this time they are showing ingress and egress only over the parcels over which they have control. Discussion ensued on other business uses in the center and needs for parking, notation that there is a policy that parking can be shared in the center zone and there is a municipal parking lot behind Historical Society property on Railroad Street - and some parking will be available in rear of Eno Memorial Hall. The owners of the buildings will seriously consider requiring employees to park in the municipal lot, and have represented to People's Bank that there will be 10 spaces, but there will be other tenants. Landev Inc will share the first floor of 760 Hopmeadow Street with the Bank as well as part of the second floor.

Mr. Rome stated that there is an obligation to the bank and there is a sales agreement with the town and that there is a variance for 22 spaces.

It is noted that Town Planner Tolisano's report, Town Engineer's report, Conservation Commission report, and the Planning Commission's report were received. The Planning Commission at its meeting May 8, 1984 recommended the zone change and that the site plan be approved, but with the recommendation that handicap access provisions be provided if possible on the final site plan.

Mr. Fuller stated that they are investigating handicap access to both buildings.

There being no further questions, the hearing was closed.

Hearing Closed

Bldg Official



ZONING COMMISSION

SIMSBURY, CONNECTICUT 06070

May 29, 1984

Margaret C. Shanks
First Selectman
Town of Simsbury

Dear Mrs. Shanks:

The Simsbury Zoning Commission, at its meeting May 21, 1984, took the following action by unanimous vote:

That the following change of zone be filed in the Office of the Town Clerk, Town Hall, as part of the Zoning Map. Effective date of such change being May 25, 1984:

ic
70
Hopmeadow
760
8
Station

Change of Zone: A Zone Change from Simsbury Center Zone Sub-Zone C to Simsbury Center Zone Sub-Zone A for properties known as 760 Hopmeadow Street and 8 Station Street, Simsbury, Connecticut.

Further, pursuant to Article Seven, Section L of the Simsbury Zoning Regulations, the necessary variances having been granted, the Zoning Commission approved a site plan entitled, "Site Development Plan Old Simsbury Town Hall & Police Station Landev, Inc. Developer Town of Simsbury Owner... Date May 7, 1984", modified as follows:

The Final Plan (Mylar) submitted for signature is to contain the following notes:

- a. Exterior lighting, landscaping, and signing subject to field inspection and approval of the Town Planner.
- b. Additional erosion and sedimentation controls shall be implemented as directed by the Simsbury Conservation Officer should field conditions warrant.
- c. Drainage, sedimentation and erosion controls are subject to field inspection and approval of the Town Engineer.
- d. All proposed improvements including landscaping are to be completed or bonded prior to issuance of the Certificate of Occupancy.

Margaret C. Shanks

-2-

May 29, 1984

The Final Plan (Mylar) is to show the following:

- a. The entrance to the property from Hopmeadow Street as a one-way ingress.

The Chairman or Secretary be directed to sign the Final Plan modified as noted above.

The applicant be advised that:

- a. The modified site plan shall be ready for the Chairman or Secretary's signature within 90 days of date of approval. A copy of the signed plan shall be filed with the building official, and no development shall be permitted except substantially as shown on the modified and approved plan.

The Commission recommends:

- a. The owner/developer monitor employee space utilization in order to determine if customer space is being used. Adequate space will be available in the municipal lots behind Eno Memorial Hall and off Phelps Lane.

Please contact Town Planner Tolisano and Town Engineer Sawitzke for the requirements noted in this letter as well as the number of prints required of the signed plan.

Very truly yours,

James W. Gallagher
Acting Chairman
SIMSBURY ZONING COMMISSION

bls

Certified Mail #P306 964 911

cc: Town Clerk
Town Attorney H. Martyn Owen
Attorney Lewis B. Rome
Town Engineer
Town Planner
Building Official ✓
Landev, Inc.



ZONING BOARD OF APPEALS
SIMSBURY, CONNECTICUT

THIS IS TO CERTIFY that the Simsbury Zoning Board of Appeals granted variances concerning property owned by the Town of Simsbury located at 760 Hopmeadow Street and 6 Station Street, Simsbury, Connecticut. Simsbury Center Zone. Deed References: 6 Station Street - Volume 133, page 283. 760 Hopmeadow Street - Volume 234, page 554.

Said variances to be as follows:

1. Variances in the yard requirements for existing building on Parcel 3, to allow existing building to become conforming. Applicable Regulation: Article Seven, Section L-3-a and L-3-b.
2. Variances of location of unscreened mechanical equipment related to buildings on Parcel 2 and Parcel 3. Any replacement must be of similar size. Applicable Regulation: Article Seven, Section L-4-f.
3. Variance to allow continuance of existing overhead wires on Parcels 2, 3 and 4. Applicable Regulation: Article Seven, Section L-4-b.
4. Variance in the parking requirements to permit 22 spaces on Parcel 3. Applicable Regulation: Article Seven, Section L-4-h.
5. Variance to Zero parking spaces for Parcel 2, with the provision that no additional square footage is added to existing building. Applicable Regulation: Article Seven, Section L-4-h.
6. Variances to permit parking in the 20 foot yard requirement. Applicable Regulation: Article Seven, Section L-3-b.
7. Variances to permit parking in the 20' yard requirement. Applicable Regulation: Article Seven, Section L-3-a.
8. Variances of required landscaped break in parking. Applicable Regulation: Article Seven, Section L-4-h.
9. Variance in yard requirements for building on Parcel 2 on Station Street to allow existing building to become conforming. Applicable Regulation: Article Seven, Section L-3-b.

The following provision shall apply: Parcel #4 is to be limited to parking. No addition building(s) to be constructed.

Map Reference: Map entitled, "Prepared for Landev, Inc. Hopmeadow & Station Streets Simsbury, Connecticut....ed lally and associates...123 Prospect Hill Road Windsor, Conn 06095 Scale: 1" = 10' March 30, 1984"

This is to certify that special circumstances are attached to the property, specifically the location of existing buildings on the parcels, revisions to the Simsbury Zoning Regulations when the Simsbury Center Zone was incorporated into the Zoning Regulations in 1969, and the understanding that parking is also available on other Simsbury Center Zoned properties. These circumstances constitute a hardship to the applicant and relief can be granted without detriment to the public welfare and impairment to the integrity of the Zoning Regulations.

The Vote of the Board of Appeals was unanimous.

Effective date: April 27, 1984, provided a copy of the decision is filed in the office of the Town Clerk and provided the decision is recorded in the Land Records by the owner.

I hereby certify this is a true copy of the decision of the Simsbury Zoning Board of Appeals April 17, 1984.



Charles E. Davis
Secretary
SIMSBURY ZONING BOARD OF APPEALS

CERTIFIED MAIL #P388 880 933 to
Margaret C. Shanks
First Selectman
Town of Simsbury

cc: Town Clerk
Building Official
Zoning Commission
Attorney R. Case
Town Attorney Owen





RESERVED RESERVED



86 Hopmeadow Street *Tel* 860.651.2088
P.O. Box 248 *Fax* 860.651.2075
Simsbury, CT 06070-0248

Martin J. Geitz
President & Chief Executive Officer

March 25, 2015

Charles D. Houlihan, Jr.
Houlihan Law Offices
P.O. Box 582
75 West Street
Simsbury, CT 06070

Re: Simsbury Bank Employment at 760 Hopmeadow St.

Dear Chip:

Per your request, we have checked our records and found that we had a peak number of 39 employees active at 760 Hopmeadow Street during our tenancy. Note, however, that we typically also had five to ten visitors daily.

Please do not hesitate to let me know if I can be of further assistance.

Very truly yours,

/s/ Martin J. Geitz

Martin J. Geitz
President
Chief Executive Officer



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** State Grant Application
2. **Date of submission:** September 22, 2015
3. **Date of Board Meeting:** September 28, 2015
4. **Individual or Entity making the submission:** Carolyn Keily, Town Clerk
5. **Action requested of the Board of Selectmen:**
The Individual or Entity making the submission requests that the Board of Selectmen: Acknowledge the grant application for on-going preservation/conservation work in the Town Clerk's Office.
6. **Summary of Submission:** Application to microfilm and scan Land Records volumes (from 1972 through 1983) paid for by a State Library Grant and the Historic Documents Preservation Account (HDP), which is collected from a surcharge added to recording fees. Scanned images will be added to the Land Records index from 1976 -1983.
7. **Financial Impact:** None – Financing will be provided by a State Grant from the Connecticut State Library and the HDP special fund.
8. **Description of documents included with submission:**
The following documents are included with this submission and attached hereto:

Grant Application

APPLICATION
TARGETED GRANT FY 2016
 Historic Documents Preservation Program
 Connecticut Municipalities
 GP-001 (rev. 12/14)



STATE OF CONNECTICUT
 Connecticut State Library
 PUBLIC RECORDS ADMINISTRATOR
 231 Capitol Ave., Hartford, CT 06106

This form may be completed and printed for submission at <http://www.ctstatelibrary.org/organizational-unit/public-records>

Name of Municipality:	Town of Simsbury		
Name of Municipal CEO:	Lisa L. Heavner	Title:	First Selectman
Phone with Area Code:	860-658-3230		
Email:	lheavner@simsbury-ct.gov		
Name of Town Clerk:	Carolyn D. Kelly	Title:	Town Clerk
Phone with Area Code:	860-658-3243		
Email:	ckelly@simsbury-ct.gov	Check if Designated Applicant:	<input checked="" type="checkbox"/>
TC Mailing Address:	933 Hopmeadow Street, PO Box 495, Simsbury, CT 06070		
MCEO Address if Different:			

Grant Application Deadline: Cycle 1: April 30, 2015 Cycle 2: September 30, 2015

Grant Contract Period: The contract period begins after July 1, 2015 AND receipt of the fully executed contract. Grant projects must be completed and funds expended by June 30, 2016.

Maximum Grant Allowed:

\$3,000	Small Municipality	Population less than 25,000
\$4,000	Medium Municipality	Population between 25,000 and 99,999
\$6,500	Large Municipality	Population of 100,000 or greater

Amount Requested: \$ 3,000

Grant Category(ies):

<input type="checkbox"/> Inventory and Planning	<input checked="" type="checkbox"/> Organization and Indexing
<input type="checkbox"/> Program Development	<input type="checkbox"/> Storage and Facilities
<input checked="" type="checkbox"/> Preservation/Conservation	

Budget Summary	Grant Funds (A)	Local Funds (B)	Total Funds (A+B)
1. Consultants/Vendors (Total cost for all consultants and vendors)	\$ 3,000.00	\$ 7,322.00	\$ 10,322.00
2. Equipment (Total cost for eligible items, i.e. shelving)	\$	\$	\$
3. Supplies (Total cost for eligible items, i.e. archival supplies)	\$	\$	\$
4. Town Personnel Costs (Total cost for all town personnel)	¹ \$	² \$	\$
5. Other (Please specify on a separate sheet)	\$	\$	\$
6. TOTAL	\$ 3,000.00	\$ 7,322.000	\$ 10,322.00

¹ Base pay only for personnel hired directly by the municipality. Personnel costs for vendors should be listed under Consultants/Vendors.
² Personnel taxes, benefits and any overtime must be paid by the municipality if grant funds used for base pay.

Narrative Page and Supporting Documentation

- Answer the narrative questions on a separate page, numbering the answers.
- If applying for more than one project, questions 1 through 3 must address each project separately and distinctly, for example, by numbering the answers 1a and 1b, 2a and 2b, and so on.
- Answers must be provided in the applicant's own words, not by referencing the vendor's proposal.

- 1. Describe the project.** Describe what will be done and why; specify the records involved, including volume numbers and dates.
- 2. Identify the vendors and/or town personnel.** Include assigned duties and the timeframe for completing the work.
- 3. Describe what the municipality hopes to accomplish with the grant.** Describe how the project will impact the records, the office and the municipality.
- 4. Provide a detailed budget.** List the detailed expenses that make up each Budget Summary line item (Consultants/Vendors, Equipment, Supplies, and Town Personnel Costs). Specify how expenses will be split between grant and local funds, if applicable. For any Town Personnel Costs, include the job title, hourly rate, and total number of hours for each individual; also see page 12 of the Guidelines.
Note: If applying for only **one project** and using only **one vendor**, you may **omit** the detailed budget provided that the expenses are clearly indicated on the attached vendor proposal
- 5. Attach supporting documentation.** For consultants/vendors, provide a copy of the proposal or quote. For direct purchases of equipment or supplies, provide a copy of the product information/pricing.

Designation of Town Clerk as Applicant

This section to be completed only if the MCEO wishes to designate the Town Clerk to make the application for the grant.

I hereby designate, Carolyn D. Keily, the Town Clerk, as the agent for making the above application.

Signature of MCEO

Date

Lisa L. Heavner, First Selectman
Name and Title of MCEO

Certification of Application

This section must be signed by the applicant.

If the Town Clerk has been designated above, the Town Clerk must sign. If the Town Clerk is not designated, the MCEO must sign.

I hereby certify that the statements contained in this application are true and that all eligibility requirements as outlined in the *FY 2016 Targeted Grant Guidelines* have been met.

Signature of Applicant (MCEO or Town Clerk if Designated)

Date (must be same as or later than above date)

Carolyn D. Keily, Town Clerk
Name and Title of Applicant

For State Library Use Only

Grant Disposition: Approved Denied

Grant Award: \$ _____

Grant Number: _____ - _____ - _____

Signature of Public Records Administrator

Date

Connecticut State Library

Public Records Administrator

FY 2016 Targeted Grant Project, Cycle 2

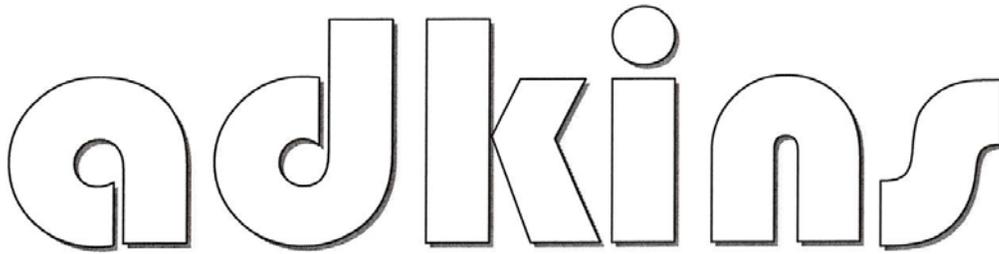
Proposal

1. Re-microfilm and scan the pages in Land Record Volumes 197 through 271.

These records were microfilmed for security purposes during the 1970's. The current microfilm material base is Acetate. In 2015, the film was inspected as part of the Connecticut State Library Targeted Grant, Cycle 2, Grant #128-PC-15. The film for these records was found to be in the beginning stages of deterioration: curling with slight detection of vinegar syndrome. I am recommending that these books be re-microfilmed onto Polyester-based film, which has a longer-lasting, better-quality shelf life. The Polyester film will provide superior security for the Town in case pages in the book copies now in use need to be replaced. The film will be stored with other Town microfilm at an Iron Mountain facility.

Each land record page will be scanned, also. The images of pages in Volumes 221 through 271, dating from July 1, 1976 through December 30, 1983, will be loaded into the existing land record computer data base and linked to the indexed entry for that document. The linking will be done by Town Clerk staff. In the future, images of pages in books dating before July 1, 1976, may be linked after more of the grantor/grantee index is entered into the data base.

Vendor:	Adkins Printing Company, New Britain, CT
Material:	Land Record Volumes 197 through 271 75 volumes averaging 1,150 pages
Detailed Cost:	Each page will cost 12 cents to film and scan. Estimated 86,014 pages X 12 cents Approximately \$138.00 per volume
Estimated Total Cost:	\$10,322.00
Grant Funds:	\$3,000.00
Town Funds:	\$7,322.00 (balance of cost from the Town Clerk \$1 Fund)



40 SOUTH STREET, P.O. BOX 2440, NEW BRITAIN, CT 06050-2440
Tel: 1-800-807-3981 irene@adkinsinc.net

JOB ESTIMATE

September 18, 2015



Client: Simsbury Town Clerk

Contact: Carolyn D. Keily

Title of Job: Microfilming and scanning of volumes 197-271

All 75 volumes are currently on acetate microfilm that is more than 30 years old. It is recommended that these volumes be re-filmed.

Acetate microfilm will gradually deteriorate in time. This film needs to be replaced with new 500-year life expectancy archival microfilm.

Adkins will film each volume and create TIFF images of 86,014 pages contained in volume 197-271.

Microfilming and scanning 86,014 pages of land records @\$0.12/page.....\$10,321.68/lot

TOTAL COST - \$10,321.68

Signed: Irene Sulewski Date: 9-18-2015
Irene Sulewski, Municipal Account Specialist



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Town of Simsbury Defined Benefit Plan Resolution
2. **Date of submission:** September 24, 2015
3. **Date of Board Meeting:** September 28, 2015
4. **Individual or Entity making the submission** (Please include complete contact information. The identified individual(s) should be prepared to present information to the Board of Selectmen at the Board Meeting):

Thomas F. Cooke – Director of Administrative Services – tcooke@simsbury-ct.gov

5. **Action requested of the Board of Selectmen** (Acceptance of gift, creation of reserve, approval of contract, information only, etc. Be as specific as possible with respect to the desired action of the Board.):
The Individual or Entity making the submission requests that the Board of Selectmen:

Approve the attached Resolution which:

- Approves an amended and restated Retirement Plan for the Town's employees;
- Authorizes the execution of the revised Retirement Plan; and
- Authorizes the Town to submit the revised Retirement Plan to the Internal Revenue Service for a favorable determination regarding the continued qualification of the Retirement Plan as recommended by counsel.

The Resolution should be read into the record.

6. **Summary of Submission** (Include in your summary (i) relevant dates and timelines; (ii) parties involved; (iii) a description of financial terms and conditions specifically identifying the financial exposure/commitment of the Town of Simsbury; (iv) whether or not contracts, licenses and other legal documents have been reviewed by the Town's counsel; and (v) other information that will inform the Board of Selectmen's consideration of your submission. Include any additional information in an attached memorandum.):

The Administrative Services staff has been working with John Galiette, the Town of Simsbury's Retirement Plan Counsel and Becky Sielman, its Actuary, to revise the Town's Pension Plan documents to incorporate legislative and collectively bargained changes and to improve the Retirement Plans' format (for example, by combining the General Government and Police plans into one document). With the documents updated, Counsel has recommended that we submit an application to the Internal Revenue Service for issuance of a favorable determination letter regarding the continued qualification of our Plan. The application fee for the submission is \$5,000 which will be covered by the legal services budget.

There are no changes to the terms and conditions of the Pension Plans as negotiated with the Town's unions. The changes being made fall into three categories: legally required changes, updates based on recent union negotiations and arbitrations and formatting the Plan into one document for administrative ease. In short, the changes are ministerial – not substantive.

7. **Financial Impact** (Include a description of any impact on the finances of the Town of Simsbury): Application filing fee of \$5,000

8. **Description of documents included with submission** (All documents must be in final form and signed by the appropriate party.):

The following documents are included with this submission and attached hereto:

- Resolution
- Summary of Provisions
- Revised Retirement Plan

**RESOLUTIONS TO BE ADOPTED
BY THE BOARD OF SELECTMEN
OF THE
TOWN OF SIMSBURY**

WHEREAS, The Town of Simsbury (the "Town") is the sponsor of a defined benefit pension plan for the benefit of its employees, the terms of which are set forth in The Town of Simsbury General Government Employees' Retirement Income Plan and The Town of Simsbury Police Retirement Income Plan; and

WHEREAS, it is desirable that the defined benefit pension plan be combined into a single amended and restated plan document, and that the amended and restated defined benefit pension plan be renamed the Town of Simsbury Retirement Income Plan (the "Retirement Plan"); and

WHEREAS, it is desirable: (a) that the amendment and restatement of the Retirement Plan incorporate the requirements of the Pension Protection Act of 2006 ("PPA"), the Heroes Earnings Assistance and Relief Tax Act of 2008 (the "HEART Act"), the Worker, Retiree, and Employer Recovery Act of 2008 ("WRERA"), and subsequently-enacted legislation and regulations; and (b) that the Retirement Plan be submitted to the Internal Revenue Service during the Cycle E remedial amendment period for the issuance of a favorable determination letter.

NOW, THEREFORE, BE IT

RESOLVED: That the amendment and restatement of the Retirement Plan, in the form presented to this meeting, be and hereby is approved and adopted, together with any modifications that are determined by counsel for the Town to be necessary or desirable to effectuate the intention thereof and to comply with the requirements of the Internal Revenue Code of 1986, as amended; and further

RESOLVED: That the First Selectman of the Town or any other officer designated by the First Selectman be, and each of them hereby is, authorized and empowered, for and on behalf of the Town, to take any and all actions which may be necessary or desirable in order to permit the Town to submit an application to the Internal Revenue Service requesting a favorable determination regarding the continued qualification of the Retirement Plan; and further

RESOLVED: That the First Selectman of the Town or any other officer designated by the First Selectman be, and each of them hereby is, authorized and empowered, for and on behalf of the Town, to execute the amendment and restatement of the Retirement Plan, to execute such other documents, and to take any and all other actions which may be necessary or desirable to effectuate the intention of the foregoing resolutions.

TOWN OF SIMSBURY RETIREMENT INCOME PLAN

SUMMARY OF PROVISIONS

	Town Nonbargaining Unit Employees	Police Officers	Police Dispatchers	Public Works and Parks	Professional Supervisors	Professional Employees	Secretarial/ Clerical/ Library
Plan year	July 1 – June 30	July 1 – June 30	July 1 – June 30	July 1 – June 30	July 1 – June 30	July 1 – June 30	July 1 – June 30
Union	N/A	International Brotherhood of Police Officers, Local 458	UE Local 222, CILU/CIPU Local 41	AFSMCE Council 4, AFL-CIO Local 2945	CSEA Service Employees International Union Local 2001	CSEA Service Employees International Union Local 2001	CSEA Service Employees International Union Local 2001
Contract term	N/A	July 1, 2014 – June 30, 2017	July 1, 2011 – June 30, 2016	July 1, 2012 – June 30, 2016	July 1, 2015 – June 30, 2019	July 1, 2015 – June 30, 2019	July 1, 2015 – June 30, 2019
Eligible employees	Employees of the Town who customarily work at least 32.5 hours per week on a regular schedule, are not covered by a collective bargaining agreement, and are not employed by the Town of Simsbury Board of Education.	Employees of the Town who customarily work at least 32.5 hours per week on a regular schedule and are covered by a collective bargaining agreement with the Union.	Employees of the Town who customarily work at least 32.5 hours per week on a regular schedule and are covered by a collective bargaining agreement with the Union.	Employees of the Town who customarily work at least 32.5 hours per week on a regular schedule and are covered by a collective bargaining agreement with the Union.	Employees of the Town who customarily work at least 32.5 hours per week on a regular schedule and are covered by a collective bargaining agreement with the Union.	Employees of the Town who customarily work at least 32.5 hours per week on a regular schedule and are covered by a collective bargaining agreement with the Union.	Employees of the Town who customarily work at least 32.5 hours per week on a regular schedule and are covered by a collective bargaining agreement with the Union.
Compensation	Annual rate of base pay as of July 1. Base pay excludes commissions, bonuses, overtime and supplemental pay but includes pre-tax contributions to 125 plan and 457(b) plan.	Annual rate of base pay as of July 1 x 110% (for the period on and after July 1, 2014) or 106% (for the period prior to July 1, 2014). Base pay excludes commissions, bonuses, overtime and supplemental pay but includes pre-tax contributions to 125 plan and 457(b) plan.	Annual rate of base pay as of July 1. Base pay excludes commissions, bonuses, overtime and supplemental pay but includes pre-tax contributions to 125 plan and 457(b) plan.	Annual rate of base pay as of July 1. Base pay excludes commissions, bonuses, overtime and supplemental pay but includes pre-tax contributions to 125 plan and 457(b) plan.	Annual rate of base pay as of July 1. Base pay excludes commissions, bonuses, overtime and supplemental pay but including pre-tax contributions to 125 plan and 457(b) plan.	Annual rate of base pay as of July 1. Base pay excludes commissions, bonuses, overtime and supplemental pay but includes pre-tax contributions to 125 plan and 457(b) plan.	Annual rate of base pay as of July 1. Base pay excludes commissions, bonuses, overtime and supplemental pay but includes pre-tax contributions to 125 plan and 457(b) plan.

	Town Nonbargaining Unit Employees	Police Officers	Police Dispatchers	Public Works and Parks	Professional Supervisors	Professional Employees	Secretarial/ Clerical/ Library
Final earnings	<p>Average of the employee's compensation as of July 1 for the five consecutive plan years in which he or she was employed out of the ten consecutive plan years preceding the severance from service date that produce the highest average (or as of July 1 for all of the plan years in which he or she was employed if less than five).</p> <p>If the severance from service date is more than five years before normal retirement date, the average will be based on compensation as of July 1 for the last five plan years in which he or she was employed (or as of July 1 for all of the plan years in which he or she was employed if less than five).</p>	<p>Average of the employee's compensation as of July 1 for the five consecutive plan years in which he or she was employed out of the ten consecutive plan years preceding the severance from service date that produce the highest average (or as of July 1 for all of the plan years in which he or she was employed if less than five).</p> <p>If the severance from service date is more than five years before normal retirement date, the average will be based on compensation as of July 1 for the last five plan years in which he or she was employed (or as of July 1 for all of the plan years in which he or she was employed if less than five).</p>	<p>Average of the employee's compensation as of July 1 for the five consecutive plan years in which he or she was employed out of the ten consecutive plan years preceding the severance from service date that produce the highest average (or as of July 1 for all of the plan years in which he or she was employed if less than five).</p> <p>If the severance from service date is more than five years before normal retirement date, the average will be based on compensation as of July 1 for the last five plan years in which he or she was employed (or as of July 1 for all of the plan years in which he or she was employed if less than five).</p>	<p>Average of the employee's compensation as of July 1 for the five consecutive plan years in which he or she was employed out of the ten consecutive plan years preceding the severance from service date that produce the highest average (or as of July 1 for all of the plan years in which he or she was employed if less than five).</p> <p>If the severance from service date is more than five years before normal retirement date, the average will be based on compensation as of July 1 for the last five plan years in which he or she was employed (or as of July 1 for all of the plan years in which he or she was employed if less than five).</p>	<p>Average of the employee's compensation as of July 1 for the five consecutive plan years in which he or she was employed out of the ten consecutive plan years preceding the severance from service date that produce the highest average (or as of July 1 for all of the plan years in which he or she was employed if less than five).</p> <p>If the severance from service date is more than five years before normal retirement date, the average will be based on compensation as of July 1 for the last five plan years in which he or she was employed (or as of July 1 for all of the plan years in which he or she was employed if less than five).</p> <p>If compensation for plan year beginning July 1, 2009 is included in determining final earnings, compensation for that year for purposes of final average earnings equals 103% of actual compensation.</p>	<p>Average of the employee's compensation as of July 1 for the five consecutive plan years in which he or she was employed out of the ten consecutive plan years preceding the severance from service date that produce the highest average (or as of July 1 for all of the plan years in which he or she was employed if less than five).</p> <p>If the severance from service date is more than five years before normal retirement date, the average will be based on compensation as of July 1 for the last five plan years in which he or she was employed (or as of July 1 for all of the plan years in which he or she was employed if less than five).</p> <p>If compensation for plan year beginning July 1, 2009 is included in determining final earnings, compensation for that year for purposes of final average earnings equals 103% of actual compensation.</p>	<p>Average of the employee's compensation as of July 1 for the five consecutive plan years in which he or she was employed out of the ten consecutive plan years preceding the severance from service date that produce the highest average (or as of July 1 for all of the plan years in which he or she was employed if less than five).</p> <p>If the severance from service date is more than five years before normal retirement date, the average will be based on compensation as of July 1 for the last five plan years in which he or she was employed (or as of July 1 for all of the plan years in which he or she was employed if less than five).</p> <p>If compensation for plan year beginning July 1, 2009 is included in determining final earnings, compensation for that year for purposes of final average earnings equals 103% of actual compensation.</p>

	Town Nonbargaining Unit Employees	Police Officers	Police Dispatchers	Public Works and Parks	Professional Supervisors	Professional Employees	Secretarial/ Clerical/ Library
Credited service	<p>Whole years and completed calendar months from date of participation to severance from service date.</p> <p>Credited service cannot exceed 30 years.</p> <p>Credited service does not include any period of time during which the employee did not make contributions.</p> <p>If employee is on layoff or an unpaid leave of absence and makes required contributions during that period (with the approval of the Town), he or she will receive credited service for the period of layoff or leave.</p>	<p>Whole years and completed calendar months from date of participation to severance from service date.</p> <p>Credited service cannot exceed 25 years for Division 000 and 35 years for Division 001.</p> <p>Credited service does not include any period of time during which the employee did not make contributions.</p> <p>If employee is 100% vested in his or her employer accrued benefit, is absent up to 18 months, receives a refund of his or her employee contributions plus credited interest, is reemployed, and repays the contributions plus credited interest, the employee can receive credited service for his or her period of absence by paying the participant contributions for such period of absence</p>	<p>Whole years and completed calendar months from date of participation to severance from service date.</p> <p>Credited service cannot exceed 30 years.</p> <p>Credited service does not include any period of time during which the employee did not make contributions.</p> <p>If employee is on layoff or an unpaid leave of absence and makes required contributions during that period (with the approval of the Town), he or she will receive credited service for the period of layoff or leave.</p>	<p>Whole years and completed calendar months from date of participation to severance from service date.</p> <p>Credited service cannot exceed 30 years.</p> <p>Credited service does not include any period of time during which the employee did not make contributions.</p> <p>If employee is on layoff or an unpaid leave of absence and makes required contributions during that period (with the approval of the Town), he or she will receive credited service for the period of layoff or leave.</p>	<p>Whole years and completed calendar months from date of participation to severance from service date.</p> <p>Credited service cannot exceed 30 years.</p> <p>Credited service does not include any period of time during which the employee did not make contributions.</p> <p>If employee is on layoff or an unpaid leave of absence and makes required contributions during that period (with the approval of the Town), he or she will receive credited service for the period of layoff or leave.</p>	<p>Whole years and completed calendar months from date of participation to severance from service date.</p> <p>Credited service cannot exceed 30 years.</p> <p>Credited service does not include any period of time during which the employee did not make contributions.</p> <p>If employee is on layoff or an unpaid leave of absence and makes required contributions during that period (with the approval of the Town), he or she will receive credited service for the period of layoff or leave.</p>	<p>Whole years and completed calendar months from date of participation to severance from service date.</p> <p>Credited service cannot exceed 30 years.</p> <p>Credited service does not include any period of time during which the employee did not make contributions.</p> <p>If employee is on layoff or an unpaid leave of absence and makes required contributions during that period (with the approval of the Town), he or she will receive credited service for the period of layoff or leave.</p>

	Town Nonbargaining Unit Employees	Police Officers	Police Dispatchers	Public Works and Parks	Professional Supervisors	Professional Employees	Secretarial/ Clerical/ Library
	Employee can purchase years of credited service performed for another governmental entity, with the cost determined by the Plan's actuaries.		If employee declines to participate in the Plan initially and then elects to participate, employee can purchase service for year prior to participation by paying missed contributions plus credited interest.	If employee declines to participate in the Plan initially and then elects to participate, employee can purchase service for year prior to participation by paying missed contributions plus credited interest.	If employee declines to participate in the Plan initially and then elects to participate, employee can purchase service for year prior to participation by paying missed contributions plus credited interest.	If employee declines to participate in the Plan initially and then elects to participate, employee can purchase service for year prior to participation by paying missed contributions plus credited interest.	If employee declines to participate in the Plan initially and then elects to participate, employee can purchase service for year prior to participation by paying missed contributions plus credited interest.
Vesting service	<p>Whole years and completed calendar months from date of hire to severance from service date.</p> <p>Vesting service includes period of absence of less than twelve months, and a period of absence due to service as an elected official of the Town if he or she returns to service at the end of his or her term.</p> <p>Service before and after a 12 month break in service is aggregated if employee was vested or pre-break service exceeds break in service.</p>	<p>Whole years and completed calendar months from date of hire to severance from service date.</p> <p>Vesting service includes period of absence of less than twelve months.</p> <p>Service before and after a 12 month break in service is aggregated if employee was vested or pre-break service exceeds break in service.</p>	<p>Whole years and completed calendar months from date of hire to severance from service date.</p> <p>Vesting service includes period of absence of less than twelve months, and a period of absence due to service as an elected official of the Town if he or she returns to service at the end of his or her term.</p> <p>Service before and after a 12 month break in service is aggregated if employee was vested or pre-break service exceeds break in service.</p>	<p>Whole years and completed calendar months from date of hire to severance from service date.</p> <p>Vesting service includes period of absence of less than twelve months, and a period of absence due to service as an elected official of the Town if he or she returns to service at the end of his or her term.</p> <p>Service before and after a 12 month break in service is aggregated if employee was vested or pre-break service exceeds break in service.</p>	<p>Whole years and completed calendar months from date of hire to severance from service date.</p> <p>Vesting service includes period of absence of less than twelve months, and a period of absence due to service as an elected official of the Town if he or she returns to service at the end of his or her term.</p> <p>Service before and after a 12 month break in service is aggregated if employee was vested or pre-break service exceeds break in service.</p>	<p>Whole years and completed calendar months from date of hire to severance from service date.</p> <p>Vesting service includes period of absence of less than twelve months, and a period of absence due to service as an elected official of the Town if he or she returns to service at the end of his or her term.</p> <p>Service before and after a 12 month break in service is aggregated if employee was vested or pre-break service exceeds break in service.</p>	<p>Whole years and completed calendar months from date of hire to severance from service date.</p> <p>Vesting service includes period of absence of less than twelve months, and a period of absence due to service as an elected official of the Town if he or she returns to service at the end of his or her term.</p> <p>Service before and after a 12 month break in service is aggregated if employee was vested or pre-break service exceeds break in service.</p>

	Town Nonbargaining Unit Employees	Police Officers	Police Dispatchers	Public Works and Parks	Professional Supervisors	Professional Employees	Secretarial/ Clerical/ Library
	If employee is on layoff or an unpaid leave of absence and makes required contributions during that period (with the approval of the Town), he or she will receive vesting service for the period of layoff or leave.		If employee is on layoff or an unpaid leave of absence and makes required contributions during that period (with the approval of the Town), he or she will receive vesting service for the period of layoff or leave.	If employee is on layoff or an unpaid leave of absence and makes required contributions during that period (with the approval of the Town), he or she will receive vesting service for the period of layoff or leave.	If employee is on layoff or an unpaid leave of absence and makes required contributions during that period (with the approval of the Town), he or she will receive vesting service for the period of layoff or leave.	If employee is on layoff or an unpaid leave of absence and makes required contributions during that period (with the approval of the Town), he or she will receive vesting service for the period of layoff or leave.	If employee is on layoff or an unpaid leave of absence and makes required contributions during that period (with the approval of the Town), he or she will receive vesting service for the period of layoff or leave.
Severance from service date	The date on which an employee quits, retires, is discharged or dies, or the first anniversary of an absence for any other reason (such as a leave of absence), or the second anniversary of a maternity/paternity absence.	The date on which an employee quits, retires, is discharged or dies, or the first anniversary of an absence for any other reason (such as a leave of absence), or the second anniversary of a maternity/paternity absence.	The date on which an employee quits, retires, is discharged or dies, or the first anniversary of an absence for any other reason (such as a leave of absence), or the second anniversary of a maternity/paternity absence.	The date on which an employee quits, retires, is discharged or dies, or the first anniversary of an absence for any other reason (such as a leave of absence), or the second anniversary of a maternity/paternity absence.	The date on which an employee quits, retires, is discharged or dies, or the first anniversary of an absence for any other reason (such as a leave of absence), or the second anniversary of a maternity/paternity absence.	The date on which an employee quits, retires, is discharged or dies, or the first anniversary of an absence for any other reason (such as a leave of absence), or the second anniversary of a maternity/paternity absence.	The date on which an employee quits, retires, is discharged or dies, or the first anniversary of an absence for any other reason (such as a leave of absence), or the second anniversary of a maternity/paternity absence.
Credited interest	Interest at rate of 5% (or other rate prescribed by the IRS) for each full month from July 1 following date of contribution, compounded each July 1.	Interest at rate of 5% (or other rate prescribed by the IRS) for each full month from July 1 following date of contribution, compounded each July 1.	Interest at rate of 5% (or other rate prescribed by the IRS) for each full month from July 1 following date of contribution, compounded each July 1.	Interest at rate of 5% (or other rate prescribed by the IRS) for each full month from July 1 following date of contribution, compounded each July 1.	Interest at rate of 5% (or other rate prescribed by the IRS) for each full month from July 1 following date of contribution, compounded each July 1.	Interest at rate of 5% (or other rate prescribed by the IRS) for each full month from July 1 following date of contribution, compounded each July 1.	Interest at rate of 5% (or other rate prescribed by the IRS) for each full month from July 1 following date of contribution, compounded each July 1.
Normal retirement date	Later of age 65 and completion of five years of credited service	Division 000: Earlier of age 53 or the completion of 25 years of credited service. Division 001: Later of age 55 and completion of ten years of credited service.	Earlier of: (a) age 65 and the completion of five years of credited service; or (b) the later of age 62 and the completion of 25 years of credited service	Later of age 65 and completion of five years of credited service	Later of age 65 and completion of five years of credited service	Later of age 65 and completion of five years of credited service	Later of age 65 and completion of five years of credited service

	Town Nonbargaining Unit Employees	Police Officers	Police Dispatchers	Public Works and Parks	Professional Supervisors	Professional Employees	Secretarial/ Clerical/ Library
Eligibility requirements	<p>Eligible employee becomes a participant in the Plan on the first day of the month following his or her date of hire. For employees first hired prior to July 1, 2013, participation in the Plan is a condition of the employee's employment.</p> <p>Employees first hired on or after July 1, 2013 can make an irrevocable election to participate in the Town's defined contribution plan in lieu of participating in the Plan.</p>	<p>Eligible employee becomes a participant in the Plan on his or her date of hire, if he or she elects to participate in the Plan within 31 days of hire. If employee does not elect to participate initially, employee becomes a participant on first day of month following election to participate.</p> <p>Participant can elect to stop contributions to the Plan at any time. If a participant does so, he or she cannot resume participation for two years.</p> <p>Division 000 participant became a participant on or after January 18, 1990; Division 001 participant became a participant before January 18, 1990</p>	<p>Eligible employee becomes a participant in the Plan on the first day of the month following his or her date of hire, if he or she elects to participate in the Plan within 31 days of hire. If employee does not elect to participate initially, employee becomes a participant on first day of month following election to participate.</p> <p>Employees hired on or after July 1, 2013 can make an irrevocable election to participate in the Town's defined contribution plan in lieu of participating in the Plan.</p>	<p>Eligible employee becomes a participant in the Plan on the first day of the month following his or her date of hire, if he or she elects to participate in the Plan within 31 days of hire. If employee does not elect to participate initially, employee becomes a participant on first day of month following election to participate.</p> <p>Employees hired on or after September 4, 2013 can make an irrevocable election to participate in the Town's defined contribution plan in lieu of participating in the Plan.</p>	<p>Eligible employee becomes a participant in the Plan on the first day of the month following his or her date of hire, if he or she elects to participate in the Plan within 31 days of hire. If employee does not elect to participate initially, employee becomes a participant on first day of month following election to participate.</p> <p>Employees hired on or after July 1, 2013 can make an irrevocable election to participate in the Town's defined contribution plan in lieu of participating in the Plan.</p>	<p>Eligible employee becomes a participant in the Plan on the first day of the month following his or her date of hire, if he or she elects to participate in the Plan within 31 days of hire. If employee does not elect to participate initially, employee becomes a participant on first day of month following election to participate.</p> <p>Employees hired on or after July 1, 2013 can make an irrevocable election to participate in the Town's defined contribution plan in lieu of participating in the Plan.</p>	<p>Eligible employee becomes a participant in the Plan on the first day of the month following his or her date of hire, if he or she elects to participate in the Plan within 31 days of hire. If employee does not elect to participate initially, employee becomes a participant on first day of month following election to participate.</p> <p>Employees hired on or after July 1, 2013 can make an irrevocable election to participate in the Town's defined contribution plan in lieu of participating in the Plan.</p>

	Town Nonbargaining Unit Employees	Police Officers	Police Dispatchers	Public Works and Parks	Professional Supervisors	Professional Employees	Secretarial/ Clerical/ Library
Contributions	<p>Employees hired before July 1, 2013, 5% of compensation</p> <p>Employees hired on or after July 1, 2013 who do not elect to participate in defined contribution plan, 7% of compensation.</p> <p>Contributions picked up by Town effective as of January 24, 2005</p> <p>No contributions required after normal retirement date.</p> <p>No contributions required after 30 years of credited service</p>	<p>Division 000: 6.00% of compensation</p> <p>Division 001: 3.00% of compensation</p> <p>Contributions not picked up by Town</p> <p>No contributions required after normal retirement date.</p> <p>No contributions required after maximum years of credited service (25 years for Division 000 and 35 years for Division 001)</p>	<p>Employees hired before July 1, 2013: (a) effective July 1, 2013, 2.5% of compensation; (b) effective July 1, 2014, 3.0% of compensation; (c) effective July 1, 2015, 3.5% of compensation; (d) effective July 1, 2016, 4.0% of compensation; (e) effective July 1, 2017, 4.5% of compensation; and (f) effective July 1, 2018, 5.0% of compensation.</p> <p>Employees hired on or after July 1, 2013 who do not elect to participate in defined contribution plan, 7% of compensation.</p> <p>Contributions not picked up by Town.</p> <p>No contributions required after normal retirement date.</p> <p>No contributions required after 30 years of credited service</p>	<p>Employees hired before September 4, 2013: (a) effective September 1, 2013, 2.5% of compensation; (b) effective September 1, 2014, 3.0% of compensation; (c) effective September 1, 2015, 3.5% of compensation; and (d) effective June 30, 2016, 4.0% of compensation.</p> <p>Employees hired on or after September 4, 2013 who do not elect to participate in defined contribution plan, 7% of compensation.</p> <p>Contributions not picked up by Town</p> <p>No contributions required after normal retirement date.</p> <p>No contributions required after 30 years of credited service</p>	<p>Employees hired before July 1, 2013: (a) effective July 1, 2013, 2.5% of compensation; (b) effective July 1, 2014, 3.0% of compensation; (c) effective July 1, 2015, 3.5% of compensation; (d) effective July 1, 2016, 4.0% of compensation; (e) effective July 1, 2017, 4.5% of compensation; and (f) effective July 1, 2018, 5.0% of compensation.</p> <p>Employees who do not elect to participate in defined contribution plan: (a) hired on or after 7/1/13 and prior to 1/1/16, 7% of compensation; and (b) hired on or after 1/1/16, 10% of compensation.</p> <p>Contributions not picked up by Town.</p> <p>No contributions required after normal retirement date.</p> <p>No contributions required after 30 years of credited service</p>	<p>Employees hired before July 1, 2013: (a) effective July 1, 2013, 2.5% of compensation; (b) effective July 1, 2014, 3.0% of compensation; (c) effective July 1, 2015, 3.5% of compensation; (d) effective July 1, 2016, 4.0% of compensation; (e) effective July 1, 2017, 4.5% of compensation; and (f) effective July 1, 2018, 5.0% of compensation.</p> <p>Employees who do not elect to participate in defined contribution plan: (a) hired on or after 7/1/13 and prior to 1/1/16, 7% of compensation; and (b) hired on or after 1/1/16, 10% of compensation.</p> <p>Contributions not picked up by Town.</p> <p>No contributions required after normal retirement date.</p> <p>No contributions required after 30 years of credited service</p>	<p>Employees hired before July 1, 2013: (a) effective July 1, 2013, 2.5% of compensation; (b) effective July 1, 2014, 3.0% of compensation; (c) effective July 1, 2015, 3.5% of compensation; (d) effective July 1, 2016, 4.0% of compensation; (e) effective July 1, 2017, 4.5% of compensation; and (f) effective July 1, 2018, 5.0% of compensation.</p> <p>Employees who do not elect to participate in defined contribution plan: (a) hired on or after 7/1/13 and prior to 1/1/16, 7% of compensation; and (b) hired on or after 1/1/16, 10% of compensation.</p> <p>Contributions not picked up by Town.</p> <p>No contributions required after normal retirement date.</p> <p>No contributions required after 30 years of credited service</p>

	Town Nonbargaining Unit Employees	Police Officers	Police Dispatchers	Public Works and Parks	Professional Supervisors	Professional Employees	Secretarial/ Clerical/ Library
Normal retirement benefit	2.5% x final earnings x years of credited service up to 30	Division 000 participants: 2.5% x final earnings x years of credited service up to 25 Division 001 participants: 2.0% x final earnings x years of credited service up to 35	2.0% x final earnings x years of credited service up to 30	2.0% x final earnings x years of credited service up to 30	2.0% x final earnings x years of credited service up to 30	2.0% x final earnings x years of credited service up to 30	2.0% x final earnings x years of credited service up to 30
Normal form of benefit	Five year certain and life annuity	Five year certain and life annuity	Five year certain and life annuity	Five year certain and life annuity	Five year certain and life annuity	Five year certain and life annuity	Five year certain and life annuity
Delayed retirement	Benefit equals retirement benefit determinate by taking into account final earnings and years of credited service through termination.	Benefit equals retirement benefit determinate by taking into account final earnings and years of credited service through termination.	Benefit equals retirement benefit determinate by taking into account final earnings and years of credited service through termination.	Benefit equals retirement benefit determinate by taking into account final earnings and years of credited service through termination.	Benefit equals retirement benefit determinate by taking into account final earnings and years of credited service through termination.	Benefit equals retirement benefit determinate by taking into account final earnings and years of credited service through termination.	Benefit equals retirement benefit determinate by taking into account final earnings and years of credited service through termination.
Early retirement	Later of age 55 and the completion of five years of credited service. For the police chief, later of age 50 and the completion of 10 years of credited service	Division 000 participants: the earlier: (a) age 48 with ten years of credited service; or (b) 20 years of credited service. Division 001 participants: the later of age 50 and the completion of 10 years of credited service.	Later of age 55 and the completion of five years of credited service.	Later of age 55 and the completion of five years of credited service.	Later of age 55 and the completion of five years of credited service.	Later of age 55 and the completion of five years of credited service.	Later of age 55 and the completion of five years of credited service.

	Town Nonbargaining Unit Employees	Police Officers	Police Dispatchers	Public Works and Parks	Professional Supervisors	Professional Employees	Secretarial/ Clerical/ Library
Early retirement reduction factors	4% for each year prior to normal retirement date	6/10 th of 1% for each of the first 60 months before normal retirement date, and 3/10 th of 1% for each of the next 60 months before normal retirement date For purposes of determining the early retirement reduction, a participant's normal retirement date is based on his or her actual service through early retirement date, without imputing service beyond early retirement date	4% for each year prior to normal retirement date For purposes of determining the early retirement reduction, a participant's normal retirement date is based on his or her actual service through early retirement date, without imputing service beyond early retirement date	4% for each year prior to normal retirement date	4% for each year prior to normal retirement date	4% for each year prior to normal retirement date	4% for each year prior to normal retirement date
Disability	Total and permanent disability means a bodily injury or disease which renders participant unable to engage in any occupation or employment and is expected to be permanent and continuous for the rest of his or her life.	N/A	Total and permanent disability means a bodily injury or disease which renders participant unable to engage in any occupation or employment and is expected to be permanent and continuous for the rest of his or her life.	Total and permanent disability means a bodily injury or disease which renders participant unable to engage in any occupation or employment and is expected to be permanent and continuous for the rest of his or her life.	Total and permanent disability means a bodily injury or disease which renders participant unable to engage in any occupation or employment and is expected to be permanent and continuous for the rest of his or her life.	Total and permanent disability means a bodily injury or disease which renders participant unable to engage in any occupation or employment and is expected to be permanent and continuous for the rest of his or her life.	Total and permanent disability means a bodily injury or disease which renders participant unable to engage in any occupation or employment and is expected to be permanent and continuous for the rest of his or her life.

	Town Nonbargaining Unit Employees	Police Officers	Police Dispatchers	Public Works and Parks	Professional Supervisors	Professional Employees	Secretarial/ Clerical/ Library
Disability retirement benefit	<p>If participant incurs a total and permanent disability and becomes eligible to receive Town-funded nongovernmental disability benefits, participant will receive vesting service (but not credited service) for the period he or she is receiving such disability benefits. If a participant does not receive such disability benefits, he or she will cease accruing vesting service and credited service.</p> <p>If participant ceases to have a total and permanent disability before normal retirement date and returns to work, vesting service includes period of disability. If participant does not return to work, service during period of disability is disregarded.</p>	N/A	<p>If participant incurs a total and permanent disability and becomes eligible to receive Town-funded nongovernmental disability benefits, participant will receive vesting service (but not credited service) for the period he or she is receiving such disability benefits. If a participant does not receive such disability benefits, he or she will cease accruing vesting service and credited service.</p> <p>If participant ceases to have a total and permanent disability before normal retirement date and returns to work, vesting service includes period of disability. If participant does not return to work, service during period of disability is disregarded.</p>	<p>If participant incurs a total and permanent disability and becomes eligible to receive Town-funded nongovernmental disability benefits, participant will receive vesting service (but not credited service) for the period he or she is receiving such disability benefits. If a participant does not receive such disability benefits, he or she will cease accruing vesting service and credited service.</p> <p>If participant ceases to have a total and permanent disability before normal retirement date and returns to work, vesting service includes period of disability. If participant does not return to work, service during period of disability is disregarded.</p>	<p>If participant incurs a total and permanent disability and becomes eligible to receive Town-funded nongovernmental disability benefits, participant will receive vesting service (but not credited service) for the period he or she is receiving such disability benefits. If a participant does not receive such disability benefits, he or she will cease accruing vesting service and credited service.</p> <p>If participant ceases to have a total and permanent disability before normal retirement date and returns to work, vesting service includes period of disability. If participant does not return to work, service during period of disability is disregarded.</p>	<p>If participant incurs a total and permanent disability and becomes eligible to receive Town-funded nongovernmental disability benefits, participant will receive vesting service (but not credited service) for the period he or she is receiving such disability benefits. If a participant does not receive such disability benefits, he or she will cease accruing vesting service and credited service.</p> <p>If participant ceases to have a total and permanent disability before normal retirement date and returns to work, vesting service includes period of disability. If participant does not return to work, service during period of disability is disregarded.</p>	<p>If participant incurs a total and permanent disability and becomes eligible to receive Town-funded nongovernmental disability benefits, participant will receive vesting service (but not credited service) for the period he or she is receiving such disability benefits. If a participant does not receive such disability benefits, he or she will cease accruing vesting service and credited service.</p> <p>If participant ceases to have a total and permanent disability before normal retirement date and returns to work, vesting service includes period of disability. If participant does not return to work, service during period of disability is disregarded.</p>

	Town Nonbargaining Unit Employees	Police Officers	Police Dispatchers	Public Works and Parks	Professional Supervisors	Professional Employees	Secretarial/ Clerical/ Library
Vesting	<p>100% vesting on normal retirement date.</p> <p>100% vested in accrued benefit attributable to employee contributions plus credited interest.</p> <p>If terminated before normal retirement date and before five years of vesting service, remainder of accrued benefit is forfeited. If terminated after normal retirement date or after five years of vesting service, vested in entire accrued benefit.</p>	<p>100% vesting on normal retirement date.</p> <p>100% vested in accrued benefit attributable to employee contributions plus credited interest.</p> <p>If terminated before normal retirement date, with respect to remainder of accrued benefit:</p> <p>(a) Division 000 participants: 0% before five years of vesting service; 50% after five years of vesting service, 60% after six years of vesting service, 70% after seven years of vesting service, 80% after eight years of vesting service, 90% after nine years of vesting service, and 100% after ten years of vesting service.</p> <p>(b) Division 001 participants: 0% before ten years of vesting service, and 100% after ten years of vesting service.</p>	<p>100% vesting on normal retirement date.</p> <p>100% vested in accrued benefit attributable to employee contributions plus credited interest.</p> <p>If terminated before normal retirement date and before five years of vesting service, remainder of accrued benefit is forfeited. If terminated after normal retirement date or after five years of vesting service, vested in entire accrued benefit.</p>	<p>100% vesting on normal retirement date.</p> <p>100% vested in accrued benefit attributable to employee contributions plus credited interest.</p> <p>If terminated before normal retirement date and before five years of vesting service, remainder of accrued benefit is forfeited. If terminated after normal retirement date or after five years of vesting service, vested in entire accrued benefit.</p>	<p>100% vesting on normal retirement date.</p> <p>100% vested in accrued benefit attributable to employee contributions plus credited interest.</p> <p>If terminated before normal retirement date and before five years of vesting service, remainder of accrued benefit is forfeited. If terminated after normal retirement date or after five years of vesting service, vested in entire accrued benefit.</p>	<p>100% vesting on normal retirement date.</p> <p>100% vested in accrued benefit attributable to employee contributions plus credited interest.</p> <p>If terminated before normal retirement date and before five years of vesting service, remainder of accrued benefit is forfeited. If terminated after normal retirement date or after five years of vesting service, vested in entire accrued benefit.</p>	<p>100% vesting on normal retirement date.</p> <p>100% vested in accrued benefit attributable to employee contributions plus credited interest.</p> <p>If terminated before normal retirement date and before five years of vesting service, remainder of accrued benefit is forfeited. If terminated after normal retirement date or after five years of vesting service, vested in entire accrued benefit.</p>

	Town Nonbargaining Unit Employees	Police Officers	Police Dispatchers	Public Works and Parks	Professional Supervisors	Professional Employees	Secretarial/ Clerical/ Library
Vested benefit	Vested accrued benefit is payable on early retirement date or normal retirement date.	Vested accrued benefit is payable on early retirement date or normal retirement date.	Vested accrued benefit is payable on early retirement date or normal retirement date.	Vested accrued benefit is payable on early retirement date or normal retirement date.	Vested accrued benefit is payable on early retirement date or normal retirement date.	Vested accrued benefit is payable on early retirement date or normal retirement date.	Vested accrued benefit is payable on early retirement date or normal retirement date.
Optional forms of benefit	<p>Single life annuity</p> <p>100/100, 100/66-2/3 or 100/50 joint and survivor annuity with joint annuitant. If participant elects joint and survivor annuity but dies after normal retirement date and before annuity begins, first 60 payments to joint annuitant will equal amount that would have been payable to participant.</p> <p>Optional forms of benefit are actuarially equivalent to normal form of benefit, based on 1971 group annuity mortality table, male (set back 2 years for participants and 4 years for joint annuitants), and 6% interest.</p>	<p>Single life annuity</p> <p>100/100, 100/66-2/3 or 100/50 joint and survivor annuity with joint annuitant. If participant elects joint and survivor annuity but dies after normal retirement date and before annuity begins, first 60 payments to joint annuitant will equal amount that would have been payable to participant.</p> <p>Optional forms of benefit are actuarially equivalent to normal form of benefit, based on 1971 group annuity mortality table, male (with no set back for participants and a set back of 6 years for joint annuitants), and 6% interest.</p>	<p>Single life annuity</p> <p>100/100, 100/66-2/3 or 100/50 joint and survivor annuity with joint annuitant. If participant elects joint and survivor annuity but dies after normal retirement date and before annuity begins, first 60 payments to joint annuitant will equal amount that would have been payable to participant.</p> <p>Optional forms of benefit are actuarially equivalent to normal form of benefit, based on 1971 group annuity mortality table, male (set back 2 years for participants and 4 years for joint annuitants), and 6% interest.</p>	<p>Single life annuity</p> <p>100/100, 100/66-2/3 or 100/50 joint and survivor annuity with joint annuitant. If participant elects joint and survivor annuity but dies after normal retirement date and before annuity begins, first 60 payments to joint annuitant will equal amount that would have been payable to participant.</p> <p>Optional forms of benefit are actuarially equivalent to normal form of benefit, based on 1971 group annuity mortality table, male (set back 2 years for participants and 4 years for joint annuitants), and 6% interest.</p>	<p>Single life annuity</p> <p>100/100, 100/66-2/3 or 100/50 joint and survivor annuity with joint annuitant. If participant elects joint and survivor annuity but dies after normal retirement date and before annuity begins, first 60 payments to joint annuitant will equal amount that would have been payable to participant.</p> <p>Optional forms of benefit are actuarially equivalent to normal form of benefit, based on 1971 group annuity mortality table, male (set back 2 years for participants and 4 years for joint annuitants), and 6% interest.</p>	<p>Single life annuity</p> <p>100/100, 100/66-2/3 or 100/50 joint and survivor annuity with joint annuitant. If participant elects joint and survivor annuity but dies after normal retirement date and before annuity begins, first 60 payments to joint annuitant will equal amount that would have been payable to participant.</p> <p>Optional forms of benefit are actuarially equivalent to normal form of benefit, based on 1971 group annuity mortality table, male (set back 2 years for participants and 4 years for joint annuitants), and 6% interest.</p>	<p>Single life annuity</p> <p>100/100, 100/66-2/3 or 100/50 joint and survivor annuity with joint annuitant. If participant elects joint and survivor annuity but dies after normal retirement date and before annuity begins, first 60 payments to joint annuitant will equal amount that would have been payable to participant.</p> <p>Optional forms of benefit are actuarially equivalent to normal form of benefit, based on 1971 group annuity mortality table, male (set back 2 years for participants and 4 years for joint annuitants), and 6% interest.</p>

	Town Nonbargaining Unit Employees	Police Officers	Police Dispatchers	Public Works and Parks	Professional Supervisors	Professional Employees	Secretarial/ Clerical/ Library
	<p>If participant retires or terminates employment other than due to death, participant can elect to receive a lump sum distribution equal to his or her contributions (plus credited interest). The participant will continue to be entitled to receive a retirement benefit or vested deferred benefit based on the vested portion of his or her accrued benefit derived from employer contributions.</p> <p>If participant has less than five years of vesting service, receives a refund of his or her employee contributions plus credited interest, and is reemployed, the participant can repay the distribution plus credited interest to the date of repayment and have the employee and employer accrued benefit restored</p>	<p>If participant retires or terminates employment other than due to death, participant can elect to receive a lump sum distribution equal to his or her contributions (plus credited interest). The participant will continue to be entitled to receive a retirement benefit or vested deferred benefit based on the vested portion of his or her accrued benefit derived from employer contributions.</p> <p>If employee is 100% vested in employer accrued benefit, is absent up to 18 months, receives a refund of his or her employee contributions plus credited interest, and is reemployed, the employee can repay the distribution plus credited interest to the date of repayment and have the employee and employer accrued benefit restored.</p>	<p>If participant retires or terminates employment other than due to death, participant can elect to receive a lump sum distribution equal to his or her contributions (plus credited interest). The participant will continue to be entitled to receive a retirement benefit or vested deferred benefit based on the vested portion of his or her accrued benefit derived from employer contributions.</p> <p>If participant has less than five years of vesting service, receives a refund of his or her employee contributions plus credited interest, and is reemployed, the participant can repay the distribution plus credited interest to the date of repayment and have the employee and employer accrued benefit restored.</p>	<p>If participant retires or terminates employment other than due to death, participant can elect to receive a lump sum distribution equal to his or her contributions (plus credited interest). The participant will continue to be entitled to receive a retirement benefit or vested deferred benefit based on the vested portion of his or her accrued benefit derived from employer contributions.</p> <p>If participant has less than five years of vesting service, receives a refund of his or her employee contributions plus credited interest, and is reemployed, the participant can repay the distribution plus credited interest to the date of repayment and have the employee and employer accrued benefit restored.</p>	<p>If participant retires or terminates employment other than due to death, participant can elect to receive a lump sum distribution equal to his or her contributions (plus credited interest). The participant will continue to be entitled to receive a retirement benefit or vested deferred benefit based on the vested portion of his or her accrued benefit derived from employer contributions.</p> <p>If participant has less than five years of vesting service, receives a refund of his or her employee contributions plus credited interest, and is reemployed, the participant can repay the distribution plus credited interest to the date of repayment and have the employee and employer accrued benefit restored.</p>	<p>If participant retires or terminates employment other than due to death, participant can elect to receive a lump sum distribution equal to his or her contributions (plus credited interest). The participant will continue to be entitled to receive a retirement benefit or vested deferred benefit based on the vested portion of his or her accrued benefit derived from employer contributions.</p> <p>If participant has less than five years of vesting service, receives a refund of his or her employee contributions plus credited interest, and is reemployed, the participant can repay the distribution plus credited interest to the date of repayment and have the employee and employer accrued benefit restored.</p>	<p>If participant retires or terminates employment other than due to death, participant can elect to receive a lump sum distribution equal to his or her contributions (plus credited interest). The participant will continue to be entitled to receive a retirement benefit or vested deferred benefit based on the vested portion of his or her accrued benefit derived from employer contributions.</p> <p>If participant has less than five years of vesting service, receives a refund of his or her employee contributions plus credited interest, and is reemployed, the participant can repay the distribution plus credited interest to the date of repayment and have the employee and employer accrued benefit restored.</p>

	Town Nonbargaining Unit Employees	Police Officers	Police Dispatchers	Public Works and Parks	Professional Supervisors	Professional Employees	Secretarial/ Clerical/ Library
Death benefit: lump sum	<p>If employee dies before benefits begin with no surviving spouse, beneficiary of participant receives lump sum equal to contributions (plus credited interest)</p> <p>After the participant dies and after the payment of any benefits to the participant's surviving spouse, beneficiary or joint annuitant, the beneficiary of the participant will receive a lump sum equal to the excess (if any) of: (a) the participant's contributions (plus credited interest), over (b) the total benefits paid to the participant (and his or her surviving spouse, beneficiary or joint annuitant).</p>	<p>If employee dies before benefits begin, beneficiary of participant receives lump sum equal to contributions (plus credited interest).</p> <p>After the participant dies and after the payment of any benefits to the participant's beneficiary or joint annuitant, the beneficiary of the participant will receive a lump sum equal to the excess (if any) of: (a) the participant's contributions (plus credited interest), over (b) the total benefits paid to the participant (and his or her beneficiary or joint annuitant).</p>	<p>If employee dies before benefits begin with no surviving spouse, beneficiary of participant receives lump sum equal to contributions (plus credited interest)</p> <p>After the participant dies and after the payment of any benefits to the participant's surviving spouse, beneficiary or joint annuitant, the beneficiary of the participant will receive a lump sum equal to the excess (if any) of: (a) the participant's contributions (plus credited interest), over (b) the total benefits paid to the participant (and his or her surviving spouse, beneficiary or joint annuitant).</p>	<p>If employee dies before benefits begin with no surviving spouse, beneficiary of participant receives lump sum equal to contributions (plus credited interest)</p> <p>After the participant dies and after the payment of any benefits to the participant's surviving spouse, beneficiary or joint annuitant, the beneficiary of the participant will receive a lump sum equal to the excess (if any) of: (a) the participant's contributions (plus credited interest), over (b) the total benefits paid to the participant (and his or her surviving spouse, beneficiary or joint annuitant).</p>	<p>If employee dies before benefits begin with no surviving spouse, beneficiary of participant receives lump sum equal to contributions (plus credited interest)</p> <p>After the participant dies and after the payment of any benefits to the participant's surviving spouse, beneficiary or joint annuitant, the beneficiary of the participant will receive a lump sum equal to the excess (if any) of: (a) the participant's contributions (plus credited interest), over (b) the total benefits paid to the participant (and his or her surviving spouse, beneficiary or joint annuitant).</p>	<p>If employee dies before benefits begin with no surviving spouse, beneficiary of participant receives lump sum equal to contributions (plus credited interest)</p> <p>After the participant dies and after the payment of any benefits to the participant's surviving spouse, beneficiary or joint annuitant, the beneficiary of the participant will receive a lump sum equal to the excess (if any) of: (a) the participant's contributions (plus credited interest), over (b) the total benefits paid to the participant (and his or her surviving spouse, beneficiary or joint annuitant).</p>	<p>If employee dies before benefits begin with no surviving spouse, beneficiary of participant receives lump sum equal to contributions (plus credited interest)</p> <p>After the participant dies and after the payment of any benefits to the participant's surviving spouse, beneficiary or joint annuitant, the beneficiary of the participant will receive a lump sum equal to the excess (if any) of: (a) the participant's contributions (plus credited interest), over (b) the total benefits paid to the participant (and his or her surviving spouse, beneficiary or joint annuitant).</p>
Beneficiary	Beneficiary means person designated by employee. Default beneficiary means spouse, children, and executor or administrator (in that order)	Beneficiary means person designated by employee. Default beneficiary means spouse, children, and executor or administrator (in that order)	Beneficiary means person designated by employee. Default beneficiary means spouse, children, and executor or administrator (in that order)	Beneficiary means person designated by employee. Default beneficiary means spouse, children, and executor or administrator (in that order)	Beneficiary means person designated by employee. Default beneficiary means spouse, children, and executor or administrator (in that order)	Beneficiary means person designated by employee. Default beneficiary means spouse, children, and executor or administrator (in that order)	Beneficiary means person designated by employee. Default beneficiary means spouse, children, and executor or administrator (in that order)

	Town Nonbargaining Unit Employees	Police Officers	Police Dispatchers	Public Works and Parks	Professional Supervisors	Professional Employees	Secretarial/ Clerical/ Library
Suspension of benefits	If: (a) an employee continues employment beyond normal retirement date, or an employee commences benefits and is reemployed; and (b) the employment is for ten or more days per month, then his or her benefits will be suspended. If an employee who commences benefits has his or her benefits suspended, the benefits will be actuarially recalculated when the employee terminates employment again. Suspension of benefits does not apply to non-employee independent contractors.	If: (a) an employee continues employment beyond normal retirement date, or an employee commences benefits and is reemployed; and (b) the employment is for ten or more days per month, then his or her benefits will be suspended. If an employee who commences benefits has his or her benefits suspended, the benefits will be actuarially recalculated when the employee terminates employment again. Suspension of benefits does not apply to non-employee independent contractors.	If: (a) an employee continues employment beyond normal retirement date, or an employee commences benefits and is reemployed; and (b) the employment is for ten or more days per month, then his or her benefits will be suspended. If an employee who commences benefits has his or her benefits suspended, the benefits will be actuarially recalculated when the employee terminates employment again. Suspension of benefits does not apply to non-employee independent contractors.	If: (a) an employee continues employment beyond normal retirement date, or an employee commences benefits and is reemployed; and (b) the employment is for ten or more days per month, then his or her benefits will be suspended. If an employee who commences benefits has his or her benefits suspended, the benefits will be actuarially recalculated when the employee terminates employment again. Suspension of benefits does not apply to non-employee independent contractors.	If: (a) an employee continues employment beyond normal retirement date, or an employee commences benefits and is reemployed; and (b) the employment is for ten or more days per month, then his or her benefits will be suspended. If an employee who commences benefits has his or her benefits suspended, the benefits will be actuarially recalculated when the employee terminates employment again. Suspension of benefits does not apply to non-employee independent contractors.	If: (a) an employee continues employment beyond normal retirement date, or an employee commences benefits and is reemployed; and (b) the employment is for ten or more days per month, then his or her benefits will be suspended. If an employee who commences benefits has his or her benefits suspended, the benefits will be actuarially recalculated when the employee terminates employment again. Suspension of benefits does not apply to non-employee independent contractors.	If: (a) an employee continues employment beyond normal retirement date, or an employee commences benefits and is reemployed; and (b) the employment is for ten or more days per month, then his or her benefits will be suspended. If an employee who commences benefits has his or her benefits suspended, the benefits will be actuarially recalculated when the employee terminates employment again. Suspension of benefits does not apply to non-employee independent contractors.

TOWN OF SIMSBURY
RETIREMENT INCOME PLAN

As amended and restated
effective as of July 1, 2015

TOWN OF SIMSBURY
RETIREMENT INCOME PLAN

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TOWN OF SIMSBURY
RETIREMENT INCOME PLAN

The Town of Simsbury, a governmental entity of the State of Connecticut, has amended and restated its defined benefit pension plan in the manner set forth below.

ARTICLE I

Name and Effective Date

Section 1.1 This Plan is known as the "Town of Simsbury Retirement Income Plan".

For the period prior to July 1, 2015, the Plan was set forth in two separate documents – The Town of Simsbury General Government Employees' Retirement Income Plan and The Town of Simsbury Police Retirement Income Plan. Effective as of July 1, 2015, these Plan documents were combined, and the Plan was renamed the Town of Simsbury Retirement Income Plan.

Section 1.2 The Plan was originally effective as of July 1, 1961. This document shall be effective as of July 1, 2015.

Section 1.3 This document has been adopted in order to comply with the following legislation and the regulatory changes implementing such legislation: (a) the Economic Growth and Tax Relief Reconciliation Act of 2001, the Job Creation and Worker Assistance Act of 2002, the Pension Funding Equity Act of 2004, the American Jobs Creation Act of 2004, the Katrina Emergency Tax Relief Act of 2005, and the Gulf Opportunity Zone Act of 2005 (collectively, "EGTRRA"); and (b) the Pension Protection Act of 2006, the final regulations under Section 415 of the Code, the Heroes Earnings Assistance and Relief Tax Act of 2008, and the Worker, Retiree, and Employer Recovery Act of 2008 (collectively, "PPA").

Section 1.4 The EGTRRA changes are effective for Plan Years beginning on or after July 1, 2002, except that:

(a) The changes in the definition of "GATT Factors" in Article II of the Plan relating to the Applicable Mortality Table and Revenue Ruling 2001-62 shall apply for annuity starting dates on or after December 31, 2002.

(b) The provisions of Section 10.3 and Section 11.5 of the Plan relating to the determination of required minimum distributions shall apply for calendar years beginning with the 2003 calendar year.

(c) The changes in Section 12.2 relating to the maximum annual retirement benefit payable to a Participant for any limitation year shall apply for limitation years ending after December 31, 2001.

(d) The change in the interest rate to be used to adjust a participant's accrued benefit payable in a form other than a straight life annuity as set forth in Section 12.2(b)(i) is effective for years beginning after December 31, 2003.

(e) The changes in Section 14.1 of the Plan relating to the definitions of eligible retirement plan and eligible rollover distribution shall apply to distributions made after December 31, 2001.

Section 1.5 The PPA changes are effective for years beginning on or after July 1, 2007, except that:

(a) The definition of "GATT Factors" in Article II of the Plan relating to the changes in the determination of the Applicable Mortality Table and the Applicable Interest Rate are effective for Plan Years beginning on or after January 1, 2008.

(b) The extension of the ninety (90) day notice period to one hundred eighty (180) days in Section 10.1(b)(i) and Section 14.2(c) of the Plan is effective for Plan Years beginning on or after January 1, 2007.

(c) With respect to the changes in Article XII of the Plan relating to the annual benefit limit, the changes in the definition of earnings in Section 12.1(b), the changes in the adjustments to the maximum permissible amount in Section 12.2(b)(i),(ii) and (iii), the treatment of plans maintained by the Employer or a predecessor employer in Section 12.2(c), and the correction of excess amounts in Section 12.4, are effective for limitation years beginning on or after July 1, 2007.

(d) With respect to the provisions of Article XIV of the Plan relating to direct rollovers: (i) the inclusion of Roth individual retirement accounts as eligible retirement plans in Section 14.1(c) is effective for distributions occurring on or after January 1, 2008; (ii) the ability to rollover after-tax contributions to plans other than defined contribution plans in Section 14.1(c) is effective for distributions made on or after January 1, 2007; and (iii) rollovers by non-Spouse beneficiaries in Section 14.2(b) are effective for distributions occurring on or after January 1, 2010.

(e) The provisions of Section 15.1(d) of the Plan relating to the determination of death benefits for individuals in qualified military service is effective for deaths occurring on or after January 1, 2007.

(f) The provisions of Section 15.1(e) of the Plan relating to the treatment of differential wage payments for individuals in qualified military service is effective for remuneration paid on or after January 1, 2009.

Section 1.6 Any reference in the Plan to "written" or "in writing" shall be construed to include a reference to the use of electronic media, to the extent made available by the Plan Administrator and permitted by the Internal Revenue Service.

ARTICLE II

Definitions

When used in this Plan, the following terms have the meanings set forth below unless a different meaning is plainly required by the context:

"Accrued Benefit" means the annual benefit which a Participant would be entitled to receive at Normal Retirement Date under Section 5.2, which is payable in the normal form of benefit set forth in Section 5.3, and which is calculated based on the Participant's Average Compensation and Years of Credited Service as of the date when the determination is being made.

(a) **Employer Accrued Benefit** means the portion of a Participant's Accrued Benefit that is attributable to Employer contributions.

(b) **Participant Accrued Benefit** means the portion of a Participant's Accrued Benefit that is attributable to his or her Accumulated Contributions.

"Accumulated Contributions" means the sum of a Participant's aggregate Participant Contributions, plus Credited Interest for the number of full calendar months from the July 1 following the date on which the Participant Contributions were deposited into the Plan.

"Actuarial Equivalent" means a benefit that has the same value as the annual benefit which a Participant would be entitled to receive at Normal Retirement Date under Section 5.2 and which is payable in the normal form of benefit set forth in Section 5.3, when calculated using the actuarial assumptions set forth in Appendix A hereto.

"Annuity Starting Date" means the first day of the first period for which an amount is payable as an annuity, or, in the case of a benefit not payable as an annuity, the date on which all events have occurred that entitle the recipient to receive such benefit.

"Application for Benefits" means the form provided by the Plan Administrator which shall be completed by an individual in order to receive benefits hereunder.

"Average Compensation" means the average of a Participant's Compensation as of July 1 of the five consecutive Plan Years in which he or she was employed by the Employer out of the ten consecutive Plan Years preceding the Participant's Severance from Service Date that produce the highest average. Notwithstanding the above, however:

(a) If the Participant was employed for less than five consecutive Plan Years, Average Compensation means the average of the Participant's Compensation as of July 1 of all of the Plan Years in which he or she was employed;

(b) If the Participant's Severance from Service Date is more than five years before the Participant's Normal Retirement Date, the Participant's Average Compensation will be based on the Participant's Compensation as of July 1 of the last five Plan Years in which he or she was employed; *provided, however*, if the Participant was employed for less than five Plan Years, Average Compensation means the average of the Participant's Compensation as of July 1 of all of the Plan Years in which he or she was employed; and

(c) If the Participant is a Professional Supervisor Employee, a Professional Employee, or a Secretarial/Clerical/Library Employee and Average Compensation is determined by reference to the Participant's Compensation as of July 1, 2009, then the Participant's Compensation as of July 1, 2009 for purposes of determining Average Compensation will equal one hundred three percent (103%) of the Participant's actual Compensation as of July 1, 2009.

"Beneficiary" means any individual, trust, estate or other recipient entitled to receive death benefits hereunder, on either a primary or a contingent basis.

If a Participant fails to designate a Beneficiary, or if no designated Beneficiary survives the Participant, the Participant's Beneficiary shall be his or her surviving Spouse or, if the Participant has no surviving Spouse, his or her children in equal shares or, if the Participant has no surviving children, his or her estate.

"Code" means the Internal Revenue Code of 1986, as amended.

"Compensation" means the following:

(a) For a Participant who is a Nonunion Employee, a Police Dispatcher Employee, a Public Works and Parks Employee, a Professional Supervisor Employee, a Professional Employee, or a Secretarial/Clerical/Library Employee, Compensation means the Participant's annual rate of base pay as of July 1.

For a Participant who is a Police Officer Employee, Compensation means: (i) for Plan Years beginning on or after July 1, 2014, one hundred ten percent (110%) of the Participant's annual rate of base pay as of July 1; and (ii) for Plan Years beginning prior to July 1, 2014, one hundred six percent (106%) of the Participant's annual rate of base pay as of July 1. Notwithstanding the above, however, the Compensation of a Participant who is a Police Officer Employee cannot exceed the Participant's earnings, as defined in Section 12.1(b), for the Plan Year beginning on the applicable July 1.

A Participant's annual rate of base pay is determined without regard to any reduction for amounts that the Employer contributes at the election of the Participant: (i) to the Employer's Code Section 125 plan; (ii) to the Employer's Code Section 457(b) nonqualified deferred compensation plan; (iii) to a qualified transportation fringe benefit plan under Code Section 132(f)(4); or (iv) to the Plan. In addition, a Participant's annual rate of base pay is determined without regard to any commissions, bonuses, overtime or supplemental pay that the Participant receives.

(b) The Compensation of a Participant taken into account under the Plan shall not exceed \$265,000 (as adjusted under Section 401(a)(17) of the Code for Plan Years beginning after December 31, 2015). Any adjustments in the dollar limitation that are applicable for a calendar year shall apply to determination periods beginning with or within the calendar year.

For Plan Years beginning on or after January 1, 2002 and prior to January 1, 2015, the dollar limitation was \$200,000 (as adjusted under Section 401(a)(17) of the Code).

In the case of a determination period of less than twelve months, the dollar limitation under this subsection (b) shall be the amount determined by multiplying the applicable amount described in the preceding paragraph by a fraction, the numerator of which is the number of months in the determination period and the denominator of which is twelve. In the case of a Participant who commences or ceases participation in the Plan on a date other than the first or last day of the determination period, no adjustment shall be made to the applicable dollar limitation.

In determining benefit accruals in Plan Years beginning after December 31, 2001, the dollar limitation under this subsection (b) for determination periods beginning before January 1, 2002 shall be \$150,000 for any determination period beginning in 1996 or earlier; \$160,000 for any determination period beginning in 1997, 1998 or 1999; and \$170,000 for any determination period beginning in 2000 or 2001.

“Credited Interest” means interest at the rate of five percent (5%) per annum (or such other rate prescribed by the Internal Revenue Service), compounded annually on each July 1.

“Date of Employment or Reemployment” means the first day upon which an Employee completes an Hour of Service for the performance of duties during the Employee's most recent period of service with the Employer.

“Disabled Participant” means a Participant who: (a) incurs a bodily injury or disease which renders the Participant unable to engage in any occupation or employment and which is expected to be permanent and continuous for the rest of his or her life; and (b) is eligible to receive disability benefits under any Employer-funded benefit program, other than Social Security disability benefits.

Notwithstanding the above, a Disabled Participant shall not include a Police Officer Employee. A Police Officer Employee is not eligible to receive a disability retirement benefit under the Plan.

“Early Retirement Date” means the following:

(a) With respect to the Nonunion Employee who is the police chief, the date on which the Participant has reached age fifty (50) and completed ten Years of Credited Service;

(b) With respect to a Division 000 Police Officer Employee, the earlier of: (i) the date on which the Participant has reached age forty-eight (48) and completed ten Years of Credited Service; or (ii) the date on which the Participant has completed twenty (20) Years of Credited Service;

(c) With respect to a Division 001 Police Officer Employee, the date on which the Participant has reached age fifty (50) and has completed ten Years of Credited Service; and

(d) With respect to a Nonunion Employee other than the police chief, a Police Dispatcher Employee, a Public Works and Parks Employee, a Professional Supervisor Employee, a Professional Employee, or a Secretarial/Clerical/Library Employee, the date on which the Participant has reached age fifty-five (55) and completed five Years of Credited Service.

"Employee" means an individual who is performing services for the Employer as a common law employee and includes a Nonunion Employee, a Police Officer Employee, a Police Dispatcher Employee, a Public Works and Parks Employee, a Professional Supervisor Employee, a Professional Employee, and a Secretarial/Clerical/Library Employee.

(a) *Nonunion Employee* – an employee of the Town of Simsbury who is not a member of a collective bargaining unit and is not employed by the Town of Simsbury Board of Education.

(b) *Police Officer Employee* – a police officer of the Town of Simsbury who is a member of the International Brotherhood of Police Officers, Local 458.

(i) A Division 000 Police Officer Employee is a Police Officer Employee who became a Participant in the Plan on or after January 18, 1990, or who became a Participant in the Plan prior to January 18, 1990 and did not elect to be in Division 001.

(ii) A Division 001 Police Officer Employee is a Police Officer Employee who became a Participant in the Plan prior to January 18, 1990 and who elected to be in Division 001.

(c) *Police Dispatcher Employee* – a police dispatcher of the Town of Simsbury who is a member of UE Local 222, CILU/CIPU Local 41.

(d) *Public Works and Parks Employee* – an employee of the public works, parks and recreation department of the Town of Simsbury who is a member of AFSMCE Council 4, AFL-CIO Local 2945.

(e) *Professional Supervisor Employee* – an administrative or professional supervisor employee of the Town of Simsbury who is a member of CSEA Service Employees International Union Local 2001 and whose position is described in the applicable collective bargaining agreement.

(f) *Professional Employee* – an administrative or professional employee of the Town of Simsbury who is a member of CSEA Service Employees International Union Local 2001 and whose position is described in the applicable collective bargaining agreement.

(g) *Secretarial/Clerical/Library Employee* – a secretarial, clerical or library employee of the Town of Simsbury who is a member of CSEA Service Employees International Union Local 2001 and whose position is described in the applicable collective bargaining agreement.

"Employer" means the Town of Simsbury, Connecticut.

"Full-Time Employee" means, solely for purposes of the Plan, an Employee who customarily works on a regular schedule for at least thirty-two and one-half (32.5) hours in a calendar week.

"GATT Factors" means, when determining the present value of a benefit:

(a) the Applicable Mortality Table as prescribed by the Commissioner of the Internal Revenue Service pursuant to Code Section 417(e)(3)(B), Revenue Ruling 95-6, Revenue Ruling 2001-62 and (effective for Plan Years beginning on or after January 1, 2008) Revenue Ruling 2007-67 (or any subsequent guidance issued by the Commissioner); and

(b) the Applicable Interest Rate as specified by the Commissioner of the Internal Revenue Service pursuant to Code Section 417(e)(3)(C) and Revenue Ruling 2007-67 (or any subsequent guidance issued by the Commissioner) for the first calendar month of the Plan Year; *provided, however*, during the four Plan Year period that begins on the first day of the first Plan Year beginning on or after January 1, 2008, the Applicable Interest Rate shall be based in part on the average rate on 30-year Treasury bonds for the first calendar month of the Plan Year, and in part on the applicable interest rate as prescribed in Revenue Ruling 2007-67.

"Hour of Service" means the following:

(a) An Hour of Service means:

(i) each hour for which an individual is compensated, or entitled to be compensated, by the Employer for the performance of duties;

(ii) each hour for which an individual is compensated, or entitled to be compensated, by the Employer for a period during which no duties are performed by such individual (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or approved leave of absence. Hours shall not be credited for payment to an individual from a plan required by workers' compensation, unemployment compensation or disability insurance laws, nor shall hours be credited for reimbursement of an individual for medical or medically related expenses; and

(iii) each hour for which back pay, irrespective of mitigation of damages, has been awarded or agreed to by the Employer, *provided that* if such award or agreement of back pay is for reasons other than the performance of duties, such hours shall be subject to the restrictions of subsection (a)(ii), and hours credited under this subsection (a)(iii) shall be credited for the period or periods to which the award or agreement pertains rather than to the period in which the award, agreement or payment is made.

(b) Hours of Service shall be credited for the computation periods: (i) in which the duties were performed or payments are due; (ii) in which payments would have been due during a covered leave of absence or layoff; or (iii) to which the back pay award or agreement pertains.

(c) The same Hours of Service shall not be credited under more than one of the subsections of subsection (a).

(d) In no event will Hours of Service be allowed or computed in a manner less liberal than the manner described in Section 2530.200b-2 of the Department of Labor regulations.

"Insurer" means a life insurance company licensed to do business in Connecticut.

"Normal Retirement Age" means the following:

(a) With respect to a Division 000 Police Officer Employee, the earlier of: (i) the date on which the Participant has reached age fifty-three (53); or (ii) the date on which the Participant has completed twenty-five (25) Years of Credited Service;

(b) With respect to a Division 001 Police Officer Employee, the date on which the Participant has reached age fifty-five (55) and completed ten Years of Credited Service;

(c) With respect to a Police Dispatcher Employee, the earlier of: (i) the date on which the Participant has reached age sixty-five (65) and completed five Years of Credited Service; or (ii) the date on which the Participant has reached age sixty-two (62) and completed twenty-five (25) Years of Credited Service; and

(d) With respect to a Nonunion Employee, a Public Works and Parks Employee, a Professional Supervisor Employee, a Professional Employee, or a Secretarial/Clerical/Library Employee, the date on which the Participant has reached age sixty-five (65) and completed five Years of Credited Service.

"Normal Retirement Date" means the first day of the month coinciding with or next following a Participant's Normal Retirement Age.

"Participant" means an Employee who is eligible to participate in the Plan under Article III, but unless specifically provided otherwise, shall not include a Retired Participant, a Terminated Participant or a Disabled Participant.

"Participant Contributions" means the contributions deducted from a Participant's Compensation and contributed to the Plan pursuant to Section 4.1 (including any "pick-up" contributions made by the Employer on behalf of a Participant who is a Nonunion Employee, as described in Section 4.1(b)(i)).

"Plan" means the Town of Simsbury Retirement Income Plan as of its original effective date, including any amendments thereto. For the period prior to July 1, 2015, the Plan was set forth in two separate documents – The Town of Simsbury General Government Employees' Retirement Income Plan and The Town of Simsbury Police Retirement Income Plan. Effective as of July 1, 2015, these Plan documents were combined, and the Plan was renamed The Town of Simsbury Retirement Income Plan.

"Plan Administrator" means the person or persons designated to administer the Plan in accordance with Article XVII.

"Plan Year" means the twelve month period beginning on each July 1. For years prior to the effective date of the Plan, the corresponding twelve month period shall be the Plan Year.

"Regulation" means any rule or regulation promulgated under the Code by the Secretary of the Treasury or his or her delegate.

"Retired Participant" means a Participant who separates from service with the Employer on or after Normal Retirement Date or Early Retirement Date.

"Severance from Service Date" means the following:

- (a) Severance from Service Date means the earliest of:
 - (i) the date the Employee quits, retires under this Plan, dies or is discharged;
 - (iii) the date twelve (12) months following an absence from employment for any other reason (such as sickness, vacation or layoff); or
 - (ii) the date twenty-four (24) months following the date on which the Employee is first absent from employment because of:
 - (A) the pregnancy of the Employee;
 - (B) the birth of a child of the Employee;
 - (C) the placement of a child with the Employee in connection with the adoption of such child by the Employee; or
 - (D) the care of a child for a period beginning immediately following such birth or placement.

(b) The Employer's leave policy shall be applied in a uniform and nondiscriminatory manner to all Employees under similar circumstances.

"Severance Period" means the period from an Employee's Severance from Service Date to the date on which the Employee next performs an Hour of Service.

"Spouse" means a person who is legally married to a Participant on the earlier of such Participant's date of death and the date on which his or her retirement benefit commences.

Notwithstanding anything else herein to the contrary, effective as of June 26, 2013, the terms "marriage", "Spouse", "husband", "wife", and "husband and wife" (including all variations thereof), when applicable under the Plan, shall apply equally to both a Participant who is validly married to an individual of the opposite sex and to a Participant who is validly married to an individual of the same sex. A Participant is "validly married" for purposes of the Plan if he or she is validly married pursuant to the laws of any state or similar jurisdiction, regardless of the Participant's state of domicile. A Participant is not validly married, nor do the terms "marriage" "Spouse," "husband," "wife," or "husband and wife" apply to a Participant, to the extent he or she has entered into a registered domestic partnership, civil union, or other similar formal relationship recognized under state law that is not otherwise treated as a marriage under the laws of such state.

"Terminated Participant" means a Participant whose status as an Employee is terminated for reasons other than death, disability or retirement.

"Trust Agreement" means the agreement entered into between the Employer and the Trustee.

"Trustee" means the person or persons or entity selected by the Employer to serve as trustee under the Trust Agreement.

"Trust Fund" means all the assets held under the Trust Agreement, an insurance contract issued by an Insurer, or both.

"Years of Credited Service" mean the following:

(a) Years of Credited Service mean the period beginning on an Employee's date of participation in the Plan and ending on the Employee's Severance from Service Date; *provided, however,* that:

(i) Years of Credited Service shall not include any period during which the Employee does not make Participant Contributions to the Plan; and

(ii) The period during which an Employee is a Disabled Participant shall not be taken into account in determining his or her Years of Credited Service.

(b) Years of Credited Service shall be computed on the basis of whole Years of Credited Service and completed calendar months.

(c) For a Nonunion Employee, a Police Dispatcher Employee, a Public Works and Parks Employee, a Professional Supervisor Employee, a Professional Employee, or a Secretarial/Clerical/Library Employee, if the Employee is on a layoff or an unpaid leave of absence and he or she makes the required Participant Contributions during the period of his or her layoff or unpaid leave of absence (with the approval of the Town in accordance with its administrative policies), then the Employee will receive Years of Credited Service for the period of his or her layoff or unpaid leave of absence.

The provisions of this subsection (c) shall not apply to a Police Officer Employee.

(d) If a Nonunion Employee previously performed service for a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state (a "governmental entity") *other than* the Employer, such service shall be treated as Years of Credited Service under the Plan if the Nonunion Employee pays to the Plan the cost of including such service as Years of Credited Service. Such cost shall be determined by the Plan's actuary using the actuarial assumptions set forth in Appendix A.

A Nonunion Employee must pay the cost of including prior service performed for a governmental entity as Years of Credited Service under the Plan within a reasonable period of time after he or she becomes a Participant in the Plan. In addition, the ability of a Nonunion Employee to purchase such Years of Credited Service shall be conditioned on his or her production of proof satisfactory to the Employer of the Nonunion Employee's prior service performed for a governmental entity, and the length of such service.

A Nonunion Employee shall be permitted to purchase prior service performed for a governmental entity through either: (i) a cash payment to the Plan; or (ii) the transfer to the Plan of amounts from a benefit plan of a governmental entity (including the transfer of amounts to the Plan from a Code Section 457 plan to the extent permitted by Code Section 457(e)(17), which relates to a direct trustee-to-trustee transfer from a Code Section 457 plan to a defined benefit governmental plan for the purchase of permissive service credits defined in Code Section 415(n)(3)(A)).

The provisions of this subsection (d) shall not apply to a Police Officer Employee, a Police Dispatcher Employee, a Public Works and Parks Employee, a Professional Supervisor Employee, a Professional Employee, or a Secretarial/Clerical/Library Employee.

(e) If a Police Dispatcher Employee, a Public Works and Parks Employee, a Professional Supervisor Employee, a Professional Employee, or a Secretarial/Clerical/Library Employee declines to participate in the Plan within thirty-one (31) days of his or her Date of Employment or Reemployment but subsequently elects to participate in the Plan pursuant to Section 3.1(a), then he or she can elect to purchase up to one Year of Credited Service for the

period of his or her employment prior to his or her participation in the Plan by paying the Participant Contributions that he or she would have paid during such period, plus Credited Interest from the date the Participant Contributions would have been made to the date of payment.

The provisions of this subsection (e) shall not apply to a Nonunion Employee or a Police Officer Employee.

(f) If a Participant does not receive a lump sum distribution of his or her Accumulated Contributions pursuant to Section 10.2 and he or she is reemployed, then all of the Participant's Years of Credited Service (including the Years of Credited Service that the Participant earned prior to his or her severance from employment) shall be aggregated.

If a Participant receives a lump sum distribution of his or her Accumulated Contributions pursuant to Section 10.2, he or she is reemployed, and he or she elects pursuant to Section 10.4 to repay such distribution plus Credited Interest from the date of the distribution to the date of repayment, then all of the Participant's Years of Credited Service (including the Years of Credited Service that the Participant earned prior to his or her severance from employment) shall be aggregated. However, if a Participant who received such a lump sum distribution of his or her Accumulated Contributions is reemployed and does not elect to repay such distribution pursuant to Section 10.4, then any Years of Credited Service that the Participant earned prior to the date of his or her severance from employment shall be disregarded; *provided, however*, that the Participant shall continue to be entitled to receive any portion of his or her Employer Accrued Benefit that is vested and that accrued prior to his or her severance from employment.

"Years of Vesting Service" mean the following:

(a) Years of Vesting Service mean the period beginning on an Employee's Date of Employment or Reemployment and ending on the Employee's Severance from Service Date; *provided, however*:

(i) If an Employee becomes reemployed by the Employer within the twelve (12) consecutive month period following the date he or she quit, was discharged or retired, the period of time during which he or she was not employed will be taken into account in determining his or her Years of Vesting Service;

(ii) The period during which an Employee is a Disabled Participant shall be taken into account in determining his or her Years of Vesting Service; and

(iii) For a Nonunion Employee, a Police Dispatcher Employee, a Public Works and Parks Employee, a Professional Supervisor Employee, a Professional Employee, or a Secretarial/Clerical/Library Employee, Years of Vesting Service shall include a period of absence due to service as an elected official of the Town, *provided that* the Employee returns to service as an Employee at the end of his or her term of office.

The provisions of this subsection (a)(iii) shall not apply to a Police Officer Employer.

(b) Years of Vesting Service shall be computed on the basis of whole Years of Vesting Service and completed calendar months.

(c) Notwithstanding the above, if an Employee shall incur a Severance Period of twelve (12) months or longer and be rehired, Years of Vesting Service shall be credited from the Employment Commencement Date which occurs after the Severance Period to any subsequent Severance from Service Date. In addition, Years of Vesting Service credited prior to the Severance Period shall be added to Years of Vesting Service as so calculated only if:

(i) the Employee was entitled to a vested Employer Accrued Benefit on his or her Severance from Service Date; or

(ii) the Employee was not entitled to a vested Employer Accrued Benefit on his or her Severance from Service Date, and the number of the Employee's Years of Vesting Service prior to the Severance from Service Date exceed the Severance Period.

(d) For a Nonunion Employee, a Police Dispatcher Employee, a Public Works and Parks Employee, a Professional Supervisor Employee, a Professional Employee, or a Secretarial/Clerical/Library Employee, if the Employee is on a layoff or an unpaid leave of absence and he or she makes the required Participant Contributions during the period of his or her layoff or unpaid leave of absence (with the approval of the Town in accordance with its administrative policies), then the Employee will receive Years of Vesting Service for the period of his or her layoff or unpaid leave of absence.

The provisions of this subsection (d) shall not apply to a Police Officer Employee.

(e) If a Participant does not receive a lump sum distribution of his or her Accumulated Contributions pursuant to Section 10.2 and he or she is reemployed, then all of the Participant's Years of Vesting Service (including the Years of Vesting Service that the Participant earned prior to his or her severance from employment) shall be aggregated.

If a Participant receives a lump sum distribution of his or her Accumulated Contributions pursuant to Section 10.2, he or she is reemployed, and he or she elects pursuant to Section 10.4 to repay such distribution plus Credited Interest from the date of the distribution to the date of repayment, then all of the Participant's Years of Vesting Service (including the Years of Vesting Service that the Participant earned prior to his or her severance from employment) shall be aggregated. However, if a Participant who received such a lump sum distribution of his or her Accumulated Contributions is reemployed and does not elect to repay such distribution pursuant to Section 10.4, then any Years of Vesting Service that the Participant earned prior to the date of his or her severance from employment shall be disregarded, *unless* such Years of Vesting Service are required to be taken into account pursuant to subsection (c).

When used in this Plan, the singular form of any word shall include the plural and the masculine gender shall include the feminine wherever necessary for the proper interpretation of this Plan.

Any reference in this Plan to an "Article", "Section", "section", "subsection", "paragraph" or "subparagraph" shall be construed as a reference to a provision of this Plan unless indicated otherwise.

ARTICLE III

Employees Entitled to Participate

Section 3.1 (a) For purposes of determining eligibility to participate in the Plan:

(i) A Nonunion Employee shall become a Participant in the Plan on the first day of the month following his or her Date of Employment or Reemployment.

Notwithstanding the above, a Nonunion Employee who is first hired on or after July 1, 2013 can elect to participate in the Employer's defined contribution retirement plan in lieu of the Plan. Any such election must be made within thirty-one (31) days of his or her date of hire, and is irrevocable.

With respect to a Nonunion Employee who is first hired prior to July 1, 2013, he or she shall become a Participant in the Plan and shall be required, as a condition of his or her employment, to authorize the Employer to deduct his or her Participant Contributions described in Section 4.1(a)(i) from his or her Compensation and to have such contributions "picked up" by the Employer pursuant to Section 4.1(b)(i).

With respect to a Nonunion Employee who is first hired on or after July 1, 2013 and who does not make an irrevocable election to participate in the Employer's defined contribution retirement plan at the time he or she is first hired, he or she shall become a Participant in the Plan and shall be required, as a condition of his or her employment, to authorize the Employer to deduct his or her Participant Contributions described in Section 4.1(a)(i) from his or her Compensation and to have such contributions "picked up" by the Employer pursuant to Section 4.1(b)(i).

(ii) A Police Officer Employee shall become a Participant in the Plan on his or her Date of Employment or Reemployment, *provided that* he or she elects to make the Participant Contributions described in Section 4.1(a)(ii) within thirty-one (31) days of his or her Date of Employment or Reemployment.

If a Police Officer Employee does not elect to participate in the Plan within thirty-one (31) days of his or her Date of Employment or Reemployment, then he or she will become a Participant in the Plan on the first day of the month following his or her subsequent election to participate in the Plan.

A Police Officer Employee can elect to cease his or her participation in the Plan at any time by electing to cease his or her Participant Contributions to the Plan described in Section 4.1(a)(ii). If a Police Officer Employee elects to cease his or her Participant Contributions, he or she cannot resume making such Participation Contributions and cannot resume participation in the Plan for a period of two years after the cessation of his or her Participant Contributions.

(iii) A Police Dispatcher Employee shall become a Participant in the Plan on the first day of the month following his or her Date of Employment or Reemployment, *provided that* he or she elects to make the Participant Contributions described in Section 4.1(a)(iii) within thirty-one (31) days of his or her Date of Employment or Reemployment.

If a Police Dispatcher Employee does not elect to participate in the Plan within thirty-one (31) days of his or her Date of Employment or Reemployment, then he or she will become a Participant in the Plan on the first day of the month following his or her subsequent election to participate in the Plan.

Notwithstanding the above, a Police Dispatcher Employee who is hired or rehired on or after July 1, 2013 can elect to participate in the Employer's defined contribution retirement plan in lieu of the Plan. Once made, any such election is irrevocable (even if he or she incurs a severance from service and subsequently is rehired).

(iv) A Public Works and Parks Employee shall become a Participant in the Plan on the first day of the month following his or her Date of Employment or Reemployment, *provided that* he or she elects to make the Participant Contributions described in Section 4.1(a)(iv) within thirty-one (31) days of his or her Date of Employment or Reemployment.

If a Public Works and Parks Employee does not elect to participate in the Plan within thirty-one (31) days of his or her Date of Employment or Reemployment, then he or she will become a Participant in the Plan on the first day of the month following his or her subsequent election to participate in the Plan.

Notwithstanding the above, a Public Works and Parks Employee who is hired or rehired on or after September 4, 2013 can elect to participate in the Employer's defined contribution retirement plan in lieu of the Plan. Once made, any such election is irrevocable (even if he or she incurs a severance from service and subsequently is rehired).

(v) A Professional Supervisor Employee, a Professional Employee, or a Secretarial/Clerical/Library Employee shall become a Participant in the Plan on the first day of the month following his or her Date of Employment or Reemployment, *provided that* he or she elects to make the Participant Contributions described in Section 4.1(a)(v) within thirty-one (31) days of his or her Date of Employment or Reemployment.

If a Professional Supervisor Employee, a Professional Employee, or a Secretarial/Clerical/Library Employee does not elect to participate in the Plan within thirty-one (31) days of his or her Date of Employment or Reemployment, then he or she will become a Participant in the Plan on the first day of the month following his or her subsequent election to participate in the Plan.

Notwithstanding the above, a Professional Supervisor Employee, a Professional Employee, or a Secretarial/Clerical/Library Employee who is hired or rehired on or after July 1, 2013 can elect to participate in the Employer's defined contribution retirement plan in lieu of the Plan. Once made, any such election is irrevocable (even if he or she incurs a severance from service and subsequently is rehired).

- (b) Notwithstanding the above, however, a Participant shall not include:
- (i) an Employee who is not a Full-Time Employee; or
 - (ii) an Employee who does not make the Participant Contributions required by Section 4.1 of the Plan.

Section 3.2 (a) If a Participant ceases to be in an eligible class of Employees, he or she shall cease to be a Participant immediately on the date on which he or she ceases to be in an eligible class of Employees.

(b) If a Participant ceases to be in an eligible class of Employees described in Section 3.1 and then subsequently becomes a member of an eligible of class of Employees, he or she shall again become a Participant as of the date on which he or she again becomes a member of an eligible class of Employees.

Section 3.3 (a) With respect to a Nonunion Employee, the Employer shall provide a notice to the Nonunion Employee, on or before his or her Date of Employment or Reemployment (or as soon thereafter as is administratively possible), concerning his or her eligibility to participate in the Plan.

Within thirty-one (31) days of his or her Date of Employment or Reemployment, a Nonunion Employee who is first hired prior to July 1, 2013 shall signify his or her participation in the Plan and his or her agreement to the terms of the Plan (as it may be amended from time to time) by executing an appropriate statement to that effect, including an undertaking to make contributions to the Plan by authorizing the Employer to deduct such contributions from his or her Compensation pursuant to the provisions of Section 4.1(a)(i).

Within thirty-one (31) days of the date on which he or she is first hired, a Nonunion Employee who is first hired on or after July 1, 2013 shall elect whether he or she wishes to participate in the Employer's defined contribution retirement plan in lieu of the Plan. If the Nonunion Employee does not elect to participate in the Employer's defined contribution retirement plan, then, within thirty-one (31) days of his or her Date of Employment or Reemployment, he or she shall signify his or her participation in the Plan and his or her agreement to the terms of the Plan (as it may be amended from time to time) by executing an appropriate statement to that effect, including an undertaking to make contributions to the Plan by authorizing the Employer to deduct such contributions from his or her Compensation pursuant to the provisions of Section 4.1(a)(i).

(b) With respect to a Police Officer Employee, the Employer shall notify the Police Officer Employee, on or before his or her Date of Employment or Reemployment (or as soon thereafter as is administratively possible), that he or she is eligible to participate in the Plan.

If a Police Officer Employee elects to participate in the Plan, he or she shall signify his or her participation in the Plan and his or her agreement to the terms of the Plan (as it may be amended from time to time) by executing an appropriate statement to that effect, including an undertaking to make contributions to the Plan by authorizing the Employer to deduct such contributions from his or her Compensation pursuant to the provisions of Section 4.1(a)(ii).

(c) With respect to a Police Dispatcher Employee, the Employer shall notify the Police Dispatcher Employee, on or before his or her Date of Employment or Reemployment (or as soon thereafter as is administratively possible), that he or she is eligible to participate in the Plan, *provided that*, if he or she is hired or rehired on or after July 1, 2013, he or she does not elect (or has not elected) to participate in the Employer's defined contribution retirement plan.

If the Police Dispatcher Employee elects to participate in the Plan, he or she shall signify his or her participation in the Plan and his or her agreement to the terms of the Plan (as it may be amended from time to time) by executing an appropriate statement to that effect, including an undertaking to make contributions to the Plan by authorizing the Employer to deduct such contributions from his or her Compensation pursuant to the provisions of Section 4.1(a)(iii).

(d) With respect to a Public Works and Parks Employee, the Employer shall notify the Public Works and Parks Employee, on or before his or her Date of Employment or Reemployment (or as soon thereafter as is administratively possible), that he or she is eligible to participate in the Plan, *provided that*, if he or she is hired or rehired on or after September 4, 2013, he or she does not elect (or has not elected) to participate in the Employer's defined contribution retirement plan.

If the Public Works and Parks Employee elects to participate in the Plan, he or she shall signify his or her participation in the Plan and his or her agreement to the terms of the Plan (as it may be amended from time to time) by executing an appropriate statement to that effect, including an undertaking to make contributions to the Plan by authorizing the Employer to deduct such contributions from his or her Compensation pursuant to the provisions of Section 4.1(a)(iv).

(e) With respect to a Professional Supervisor Employee, a Professional Employee, or a Secretarial/Clerical/Library Employee, the Employer shall notify the Professional Supervisor Employee, the Professional Employee, or the Secretarial/Clerical/Library Employee, on or before his or her Date of Employment or Reemployment (or as soon thereafter as is administratively possible), that he or she is eligible to participate in the Plan, *provided that*, if he or she is hired or rehired on or after July 1, 2013, he or she does not elect (or has not elected) to participate in the Employer's defined contribution retirement plan.

If the Professional Supervisor Employee, Professional Employee, or Secretarial/Clerical/Library Employee elects to participate in the Plan, he or she shall signify his or her participation in the Plan and his or her agreement to the terms of the Plan (as it may be amended from time to time) by executing an appropriate statement to that effect, including an undertaking to make contributions to the Plan by authorizing the Employer to deduct such contributions from his or her Compensation pursuant to the provisions of Section 4.1(a)(v).

(f) Each Nonunion Employee, Police Officer Employee, Police Dispatcher Employee, Public Works and Parks Employee, Professional Supervisor Employee, Professional Employee, and Secretarial/Clerical/Library Employee who becomes a Participant in the Plan shall submit such information and shall take such other actions as may be required by the Plan Administrator, and shall answer truthfully and completely (without mental reservation or concealment) any question or request for information in connection with the provision of benefits under the Plan.

ARTICLE IV

Contributions

Section 4.1 (a) Each Participant shall contribute to the Plan, by means of payroll deduction, an amount equal to the following (as such amount may be adjusted from time to time in accordance with applicable future collective bargaining agreements):

(i) *Nonunion Employees*

For Nonunion Employees first hired prior to July 1, 2013:

5.00% of Compensation

For Nonunion Employees first hired on or after July 1, 2013 who do not participate in the Employer's defined contribution plan:

7.00% of Compensation

Participant Contributions are not required after a Nonunion Employee completes thirty (30) Years of Credited Service.

Participant Contributions are not required after a Nonunion Employee reaches his or her Normal Retirement Date.

(ii) *Police Officer Employees*

For Division 000 Police Officer Employees

6.00% of Compensation

For Division 001 Police Officer Employees

3.00% of Compensation

Participant Contributions are not required after a Division 000 Police Officer Employee completes twenty-five (25) Years of Credited Service.

Participant Contributions are not required after a Division 001 Police Officer Employee completes thirty-five (35) Years of Credited Service.

Participant Contributions are not required after the Participant reaches his or her Normal Retirement Date.

(iii) *Police Dispatcher Employees*

For Police Dispatcher Employees hired or rehired prior to July 1, 2013:

For the period prior to July 1, 2013

2.00% of Compensation

For the period on and after July 1, 2013
and prior to July 1, 2014

2.50% of Compensation

For the period on and after July 1, 2014
and prior to July 1, 2015

3.00% of Compensation

For the period on and after July 1, 2015
and prior to July 1, 2016

3.50% of Compensation

For the period on and after July 1, 2016
and prior to July 1, 2017

4.00% of Compensation

For the period on and after July 1, 2017
and prior to July 1, 2018

4.50% of Compensation

For the period on and after July 1, 2018

5.00% of Compensation

For Police Dispatcher Employees hired or rehired on or after July 1, 2013 who do not participate in the Employer's defined contribution plan: 7.00% of Compensation

Participant Contributions are not required after a Police Dispatcher Employee completes thirty (30) Years of Credited Service.

Participant Contributions are not required after a Police Dispatcher Employee reaches his or her Normal Retirement Date.

(iv) *Public Works and Parks Employees*

For Public Works and Parks Employees hired or rehired prior to September 4, 2013:

For the period prior to September 1, 2013	2.00% of Compensation
For the period on and after September 1, 2013 and prior to September 1, 2014	2.50% of Compensation
For the period on and after September 1, 2014 and prior to September 1, 2015	3.00% of Compensation
For the period on and after September 1, 2015 and prior to June 30, 2016	3.50% of Compensation
For the period on and after June 30, 2016	4.00% of Compensation

For Public Works and Parks Employees hired or rehired on or after September 4, 2013 who do not participate in the Employer's defined contribution plan: 7.00% of Compensation

Participant Contributions are not required after a Public Works and Parks Employee completes thirty (30) Years of Credited Service.

Participant Contributions are not required after a Public Works and Parks Employee reaches his or her Normal Retirement Date.

(v) *Professional Supervisor Employees, Professional Employees and Secretarial/Clerical/Library Employees*

For Professional Supervisor Employees, Professional Employees and Secretarial/Clerical/Library Employees hired or rehired prior to July 1, 2013:

For the period prior to July 1, 2013	2.00% of Compensation
For the period on and after July 1, 2013 and prior to July 1, 2014	2.50% of Compensation
For the period on and after July 1, 2014 and prior to July 1, 2015	3.00% of Compensation
For the period on and after July 1, 2015 and prior to July 1, 2016	3.50% of Compensation
For the period on and after July 1, 2016 and prior to July 1, 2017	4.00% of Compensation
For the period on and after July 1, 2017 and prior to July 1, 2018	4.50% of Compensation
For the period on and after July 1, 2018	5.00% of Compensation

For Professional Supervisor Employees, Professional Employees and Secretarial/Clerical/Library Employees hired or rehired on or after July 1, 2013 who do not participate in the Employer's defined contribution plan:

For Professional Supervisor Employees, Professional Employees and Secretarial/Clerical/Library Employees

hired or rehired on or after July 1, 2013 and prior to January 1, 2016	7.00% of Compensation
For Professional Supervisor Employees, Professional Employees and Secretarial/Clerical/Library Employees hired or rehired on or after January 1, 2016	10.00% of Compensation

Participant Contributions are not required after a Professional Supervisor Employee, Professional Employee or Secretarial/Clerical/Library Employee completes thirty (30) Years of Credited Service.

Participant Contributions are not required after a Professional Supervisor Employee, Professional Employee or Secretarial/Clerical/Library Employee reaches his or her Normal Retirement Date.

In the event that a Participant's Compensation is increased, his or her contribution to the Plan shall be increased in a corresponding manner at the same time.

(b) With respect to the Participant Contributions described in Section 4.1(a):

(i) Effective as of January 24, 2005, the Employer shall "pick-up" all of the contributions required to be made to the Plan by a Nonunion Employee pursuant to Section 4.1(a)(i), as permitted by Section 414(h)(2) of the Code. Such contributions will be treated as Employer contributions for Federal income tax purposes, and will not be included in the current income of a Nonunion Employee for Federal income tax purposes. The Employer will pay the contributions otherwise required to be made by each Nonunion Employee in lieu of having the contributions paid by such Nonunion Employee, and the Nonunion Employee does not have the option of receiving the contributed amounts directly in cash instead of having them paid to the Plan by the Employer.

(ii) Any Participant Contributions made by a Police Officer Employee, a Police Dispatcher Employee, a Public Works and Parks Employee, a Professional Supervisor Employee, a Professional Employee or a Secretarial/Clerical/Library Employee shall not be "picked-up" by the Employer and will be includible in current income for Federal income tax purposes.

Section 4.2 (a) The Employer shall contribute to the Plan such additional amounts as may be required in order to provide the retirement benefits and other benefits set forth in this Plan.

(b) The Plan Administrator shall recommend to the Employer the amount of the Employer's contribution. Within a reasonable period of time prior to the beginning of each Plan Year, the Plan Administrator shall notify the Employer in writing of its estimate of the amount necessary to meet the Employer's obligation for the Plan Year, including any incidental costs of administering the Plan.

Section 4.3 The Employer shall deposit into the Trust Fund the amount of the Participant Contributions described in Section 4.1 and the Employer's contributions described in Section 4.2.

Section 4.4 Forfeitures under the Plan, if any, will be applied to reduce the Employer's contributions hereunder, and shall not be applied to increase the benefits any Participant would otherwise receive under the Plan.

ARTICLE V

Normal Retirement Benefits

Section 5.1 Every Participant who does not separate from service prior to his or her Normal Retirement Date and who retires on his or her Normal Retirement Date shall receive a normal retirement benefit.

The Accrued Benefit of a Participant who is an Employee upon attainment of Normal Retirement Age shall be one hundred percent (100%) vested.

Section 5.2 Subject to the limits in Article XII, upon attaining Normal Retirement Date, a Participant shall become entitled to an annual retirement benefit, payable in the form of the modified five year certain and life annuity described in Section 5.3, equal to the following:

(a) *Nonunion Employees*

A retirement benefit equal to 2.50% of his or her Average Compensation multiplied by his or her Years of Credited Service up to a maximum of thirty (30) Years of Credited Service.

(b) *Police Officer Employees*

For Division 000 Police Officer Employees:

A retirement benefit equal to 2.50% of his or her Average Compensation multiplied by his or her Years of Credited Service up to a maximum of twenty-five (25) Years of Credited Service.

For Division 001 Police Officer Employees:

A retirement benefit equal to 2.00% of his or her Average Compensation multiplied by his or her Years of Credited Service up to a maximum of thirty-five (35) Years of Credited Service.

(c) *Police Dispatcher Employees*

A retirement benefit equal to 2.00% of his or her Average Compensation multiplied by his or her Years of Credited Service up to a maximum of thirty (30) Years of Credited Service.

(d) *Public Works and Parks Employees*

A retirement benefit equal to 2.00% of his or her Average Compensation multiplied by his or her Years of Credited Service up to a maximum of thirty (30) Years of Credited Service.

(d) *Professional Supervisor Employees, Professional Employees and Secretarial/Clerical/Library Employees*

A retirement benefit equal to 2.00% of his or her Average Compensation multiplied by his or her Years of Credited Service up to a maximum of thirty (30) Years of Credited Service.

Section 5.3 Except as otherwise provided in Article X, a Participant's normal retirement benefit shall be paid in equal monthly installments in the form of an annuity for the life of the Participant in the amount determined under Section 5.2, shall commence as soon as practicable following the Participant's Normal Retirement Date, and shall continue until the Participant's death; *provided, however*, if the Participant dies after the commencement of benefit payments but before the payment of benefits for sixty (60) months, monthly payments of the same amount shall be paid to the Participant's Beneficiary for the remainder of such sixty (60) month period; *and provided further*, if the sum of the total benefit payments received by the Participant (or by the Participant and his or her Beneficiary) does not exceed the Participant's Accumulated Contributions, the excess of the Participant's Accumulated Contributions over the total benefit payments received by the Participant (or by the Participant and his or her Beneficiary) shall be paid to the Participant's Beneficiary.

ARTICLE VI

Early Retirement Benefits

Section 6.1 A Participant who has reached his or her Early Retirement Date may elect to retire prior to his or her Normal Retirement Date and receive an early retirement benefit. A Participant who wishes to receive an early retirement benefit must file an Application for Benefits with the Plan Administrator in accordance with the provisions of Article XIII.

Section 6.2 A Participant who elects to receive an early retirement benefit in accordance with Section 6.1 may elect to receive either:

(a) A retirement benefit which commences on his or her Normal Retirement Date and which is equal to the Participant's vested Accrued Benefit; or

(b) A retirement benefit which commences on the first day of any month subsequent to his or her Early Retirement Date, subsequent to the Plan Administrator's receipt of an Application for Benefits, and prior to his or her Normal Retirement Date, and which is equal to the following:

(i) *Nonunion Employees*

The Participant's vested Accrued Benefit, reduced by four percent (4.0%) for each year by which the Annuity Starting Date precedes his or her Normal Retirement Date.

(ii) *Police Officer Employees*

The Participant's vested Accrued Benefit, reduced by six-tenths of one percent (0.6%) for each of the first sixty (60) months and by three-tenths of one percent (0.3%) for each of the next sixty (60) months by which the Annuity Starting Date precedes his or her Normal Retirement Date. For purposes of determining the early retirement reduction, the Normal Retirement Date of a Police Officer Employee will be based on his or her actual Years of Credited Service through his or her Early Retirement Date, without imputing service beyond his or her Early Retirement Date.

(iii) *Police Dispatcher Employees*

The Participant's vested Accrued Benefit, reduced by four percent (4.0%) for each year by which the Annuity Starting Date precedes his or her Normal Retirement Date. For purposes of determining the early retirement reduction, the Normal Retirement Date of a Police Dispatcher Employee will be based on his or her actual Years of Credited Service through his or

her Early Retirement Date, without imputing service beyond his or her Early Retirement Date.

(iv) *Public Works and Parks Employees*

The Participant's vested Accrued Benefit, reduced by four percent (4.0%) for each year by which the Annuity Starting Date precedes his or her Normal Retirement Date.

(v) *Professional Supervisor Employees, Professional Employees and Secretarial/Clerical/Library Employees*

The Participant's vested Accrued Benefit, reduced by four percent (4.0%) for each year by which the Annuity Starting Date precedes his or her Normal Retirement Date.

Section 6.3 Except as otherwise provided in Article X, a Participant's early retirement benefit shall be paid in equal monthly installments in the form of an annuity for the life of the Participant in the amount determined under Section 6.2, shall commence as soon as practicable following the Plan Administrator's receipt of the Application for Benefits required by Section 6.1, and shall continue until the Participant's death; *provided, however*, if the Participant dies after the commencement of benefit payments but before the payment of benefits for sixty (60) months, monthly payments of the same amount shall be paid to the Participant's Beneficiary for the remainder of such sixty (60) month period; *and provided further*, if the sum of the total benefit payments received by the Participant (or by the Participant and his or her Beneficiary) does not exceed the Participant's Accumulated Contributions, the excess of the Participant's Accumulated Contributions over the total benefit payments received by the Participant (or by the Participant and his or her Beneficiary) shall be paid to the Participant's Beneficiary.

ARTICLE VII

Disability Retirement Benefits

Section 7.1 The provisions of this Section 7.1 shall apply to a Disabled Participant who is a Nonunion Employee, a Police Dispatcher Employee, a Public Works and Parks Employee, a Professional Supervisor Employee, a Professional Employee, or a Secretarial/Clerical/Library Employee.

(a) A Participant who becomes a Disabled Participant prior to his or her Normal Retirement Date will continue to be credited with Years of Vesting Service (but not Years of Credited Service) while he or she is a Disabled Participant. If the Participant is (or becomes) eligible to receive an early retirement benefit pursuant to Article VI or a vested deferred benefit pursuant to Article IX at any time after he or she becomes a Disabled Participant, then he or she may elect to receive an early retirement benefit pursuant to Article VI or a vested deferred benefit pursuant to Article IX, based on his or her Average Compensation and Years of Credited Service determined as of the date he or she became a Disabled Participant.

(b) A Disabled Participant who wishes to be credited with Years of Vesting Service while he or she is a Disabled Participant must file an Application for Benefits with the Plan Administrator in accordance with the provisions of Article XIII.

(c) If a Participant ceases to be a Disabled Participant prior to his or her Normal Retirement Date, then:

(i) If the Participant does not become an Employee again, he or she shall not be credited with Years of Vesting Service (or Years of Credited Service) for the period of time during which he or she was a Disabled Participant. Such a Participant will be deemed to be a Terminated Participant, and his or her eligibility to receive an early retirement benefit or a vested deferred benefit under the Plan shall be determined under Article VI or Article IX, based on his or her Years of Vesting Service, Average Compensation, and Years of Credited Service determined as of the date he or she became a Disabled Participant.

(ii) If the Participant becomes an Employee again, he or she shall be credited with Years of Vesting Service (but not Years of Credited Service) for the period of time during which he or she was a Disabled Participant. Such a Participant will be entitled to receive a retirement benefit when he or she subsequently becomes a Retired Participant or a Terminated Participant, based on his or her Years of Vesting Service, Average Compensation, and Years of Credited Service determined as of the date he or she subsequently becomes a Retired Participant or a Terminated Participant.

(d) If a Participant remains a Disabled Participant until his or her Normal Retirement Date, the Participant shall thereafter be entitled to receive a normal retirement benefit, based on

his or her Average Compensation and Years of Credited Service determined as of the date on which he or she became a Disabled Participant.

(e) At reasonable times prior to a Participant's Normal Retirement Date, the Employer shall have the right to verify the continued status of the Participant as a Disabled Participant and to verify the Participant's entitlement to the benefits described in this Article VII. Should the Participant refuse to submit proof that the Participant continues to be a Disabled Participant, the Participant shall automatically be deemed to no longer be a Disabled Participant.

Section 7.2 A Participant who is a Police Officer Employee shall not be entitled to receive disability retirement benefits.

ARTICLE VIII

Postponed Retirement Benefits

Section 8.1 If a Participant continues in the service of the Employer after attaining Normal Retirement Date, payment of retirement benefits shall not commence until on or after the date on which the Participant incurs a severance from employment.

Section 8.2 The amount of a Participant's postponed retirement benefit shall equal the retirement benefit determined under Section 5.2 as of the date he or she incurs a severance from employment, based on his or her Average Compensation and total Years of Credited Service as of such date (recognizing Compensation and Years of Credited Service earned subsequent to his or her Normal Retirement Date).

Section 8.3 Except as otherwise provided in Article X, a Participant's postponed retirement benefit shall be paid in equal monthly installments in the form of an annuity for the life of the Participant in the amount determined under Section 8.2, shall commence on the first day of any month subsequent to his or her severance from employment and subsequent to the Plan Administrator's receipt of an Application for Benefits, and shall continue until the Participant's death; *provided, however*, if the Participant dies after the commencement of benefit payments but before the payment of benefits for sixty (60) months, monthly payments of the same amount shall be paid to the Participant's Beneficiary for the remainder of such sixty (60) month period; *and provided further*, if the sum of the total benefit payments received by the Participant (or by the Participant and his or her Beneficiary) does not exceed the Participant's Accumulated Contributions, the excess of the Participant's Accumulated Contributions over the total benefit payments received by the Participant (or by the Participant and his or her Beneficiary) shall be paid to the Participant's Beneficiary.

Section 8.4 Payment of benefits hereunder shall commence no later than the April 1 next following the later of the calendar year in which the individual attains age seventy and one-half (70-1/2) or the calendar year in which the individual retires from the Employer.

ARTICLE IX

Vested Deferred Benefits

Section 9.1 The eligibility of a Participant to receive a distribution of benefits upon severance from employment with the Employer before Normal Retirement Date or Early Retirement Date shall be determined under this Article IX.

Section 9.2 A Participant shall always be one hundred percent (100%) vested in his or her Participant Accrued Benefit.

Section 9.3 (a) With respect to a Participant who is a Nonunion Employee, a Police Dispatcher Employee, a Public Works and Parks Employee, a Professional Supervisor Employee, a Professional Employee, or a Secretarial/Clerical/Library Employee, the Participant will be one hundred percent (100%) vested in his or her Employer Accrued Benefit after he or she has completed five Years of Vesting Service.

(b) With respect to a Participant who is a Division 000 Police Officer Employee, the Participant will become vested in his or her Employer Accrued Benefit in accordance with the following schedule:

<u>Years of Vesting Service</u>	<u>Percentage Vested</u>
Less than five Years of Vesting Service	0%
Five or more but less than six Years of Vesting Service	50%
Six or more but less than seven Years of Vesting Service	60%
Seven or more but less than eight Years of Vesting Service	70%
Eight or more but less than nine Years of Vesting Service	80%
Nine or more but less than ten Years of Vesting Service	90%
Ten or more Years of Vesting Service	100%

With respect to a Participant who is a Division 001 Police Officer Employee, the Participant will become vested in his or her Employer Accrued Benefit in accordance with the following schedule:

<u>Years of Vesting Service</u>	<u>Percentage Vested</u>
Less than ten Years of Vesting Service	0%
Ten or more Years of Vesting Service	100%

(c) Upon a Participant's severance from employment before his or her Normal Retirement Date or Early Retirement Date, the portion of the Participant's Employer Accrued Benefit that is not vested (if any) shall be forfeited, subject to restoration pursuant to Section 10.4.

Section 9.4 A Terminated Participant who is eligible to receive a vested deferred benefit may elect to receive either:

(a) His or her vested deferred benefit commencing on the first day of any month subsequent to the date on which he or she reaches his or her Normal Retirement Date and subsequent to the Plan Administrator's receipt of an Application for Benefits; or

(b) His or her vested deferred benefit commencing on the first day of any month subsequent to his or her Early Retirement Date, subsequent to the Plan Administrator's receipt of an Application for Benefits, and prior to his or her Normal Retirement Date, *but reduced by* the appropriate early retirement adjustment factor set forth in Section 6.2(b).

Section 9.5 Except as otherwise provided in Article X, a Terminated Participant's vested deferred benefit shall be paid in equal monthly installments in the form of an annuity for the life of the Participant in the amount determined under Section 9.4, shall commence as soon as practicable following the Plan Administrator's receipt of the Application for Benefits required by Section 9.4, and shall continue until the Participant's death; *provided, however*, if the Participant dies after the commencement of benefit payments but before the payment of benefits for sixty (60) months, monthly payments of the same amount shall be paid to the Participant's Beneficiary for the remainder of such sixty (60) month period; *and provided further*, if the sum of the total benefit payments received by the Participant (or by the Participant and his or her Beneficiary) does not exceed the Participant's Accumulated Contributions, the excess of the Participant's Accumulated Contributions over the total benefit payments received by the Participant (or by the Participant and his or her Beneficiary) shall be paid to the Participant's Beneficiary.

ARTICLE X

Payment of Benefits

Section 10.1 (a) In lieu of receiving his or her normal retirement benefit, early retirement benefit, postponed retirement benefit or vested deferred benefit in the form of a modified five year certain and life annuity (as described in Section 5.3, Section 6.3, Section 8.3 and Section 9.5), a Retired Participant or a Terminated Participant may elect to have the Actuarial Equivalent of such benefit (based on the factors set forth in Appendix A) paid in one of the following forms, as selected by the Participant on an Application for Benefits filed pursuant to Article XIII:

(i) *100/100 joint and survivor annuity option:* An annuity providing reduced monthly payments for the life of the Participant and, in the event the Participant dies after the commencement of benefit payments but before the death of the joint annuitant, monthly payments equal to one hundred percent (100%) of the amount paid to the Participant during his or her lifetime shall be paid to the Participant's surviving joint annuitant for his or her lifetime; *provided, however*, if the sum of the total benefit payments received by the Participant (or by the Participant and his or her joint annuitant) does not exceed the Participant's Accumulated Contributions, the excess of the Participant's Accumulated Contributions over the total benefit payments received by the Participant (or by the Participant and his or her joint annuitant) shall be paid to the Participant's Beneficiary.

(ii) *100/66-2/3 joint and survivor annuity option:* An annuity providing reduced monthly payments for the life of the Participant and, in the event the Participant dies after the commencement of benefit payments but before the death of the joint annuitant, monthly payments equal to sixty-six and two-thirds percent (66-2/3%) of the amount paid to the Participant during his or her lifetime shall be paid to the Participant's surviving joint annuitant for his or her lifetime; *provided, however*, if the sum of the total benefit payments received by the Participant (or by the Participant and his or her joint annuitant) does not exceed the Participant's Accumulated Contributions, the excess of the Participant's Accumulated Contributions over the total benefit payments received by the Participant (or by the Participant and his or her joint annuitant) shall be paid to the Participant's Beneficiary.

(iii) *100/50 joint and survivor annuity option:* An annuity providing reduced monthly payments for the life of the Participant and, in the event the Participant dies after the commencement of benefit payments but before the death of the joint annuitant, monthly payments equal to fifty percent (50%) of the amount paid to the Participant during his or her lifetime shall be paid to the Participant's surviving joint annuitant for his or her lifetime; *provided, however*, if the sum of the total benefit payments received by the Participant (or by the Participant and his or her joint annuitant) does not exceed the Participant's Accumulated Contributions, the excess of the Participant's Accumulated

Contributions over the total benefit payments received by the Participant (or by the Participant and his or her joint annuitant) shall be paid to the Participant's Beneficiary.

(iv) *Single life annuity*: With respect to a Participant who is a Nonunion Employee, a Police Dispatcher Employee, a Public Works and Parks Employee, a Professional Supervisor Employee, a Professional Employee, or a Secretarial/Clerical/Library Employee, an annuity providing monthly payments for the life of the Participant; *provided, however*, if the sum of the total benefit payments received by the Participant does not exceed the Participant's Accumulated Contributions, the excess of the Participant's Accumulated Contributions over the total benefit payments received by the Participant shall be paid to the Participant's Beneficiary.

A single life annuity is not available to a Participant who is a Police Officer Employee.

(b) The following rules shall govern the election of an optional form of benefit by a Retired Participant or a Terminated Participant:

(i) The Retired Participant or Terminated Participant can elect or cancel his or her election of an optional form of benefit at any time during the one hundred eighty (180) day period (the ninety (90) day period for Plan Years beginning prior to January 1, 2007) before the Annuity Starting Date.

(ii) A joint annuitant must be an individual, and the consent of the joint annuitant shall not be required for the election of, or for the cancellation of an election to receive, an optional form of benefit.

(iii) If a joint and survivor annuity option is elected and the Retired Participant or Terminated Participant dies before the optional form of benefit commences, the election shall be null and void; *provided, however*, if a joint and survivor annuity option is elected and the Retired Participant or Terminated Participant dies on or after his or her Normal Retirement Date but before the optional form of benefit commences, then the joint annuitant selected by the Retired Participant or Terminated Participant shall receive for the first sixty (60) months (or until the joint annuitant's death, if earlier) the benefit that would have been payable to the Retired Participant or Terminated Participant if he or she had commenced to receive the elected joint and survivor annuity immediately prior to his or her death, and thereafter the joint annuitant will receive the survivor benefit payable under the elected joint and survivor annuity.

(iv) If a joint and survivor annuity option is elected and the joint annuitant dies before the optional form of benefit commences, the election shall be null and void.

Section 10.2 (a) A Retired Participant or a Terminated Participant can elect to receive a lump sum distribution of his or her Accumulated Contributions at any time following his or her severance from employment.

(b) With respect to the Accumulated Contributions of a Retired Participant or a Terminated Participant:

(i) The normal retirement benefit, early retirement benefit, postponed retirement benefit, or vested deferred benefit of a Retired Participant or a Terminated Participant who elects to leave his or her Accumulated Contributions in the Plan shall equal his or her Participant Accrued Benefit and the vested portion of his or her Employer Accrued Benefit.

(ii) The normal retirement retirement benefit, early retirement benefit, postponed retirement benefit, or vested deferred benefit of a Retired Participant or a Terminated Participant who elects to receive a distribution of his or her Accumulated Contributions shall equal the vested portion of his or her Employer Accrued Benefit.

Section 10.3 (a) For purposes of this Section 10.3, the following terms shall have the meanings set forth below:

(i) “*Designated beneficiary*” means the individual who is the Participant’s designated beneficiary pursuant to Section 11.5(a)(i).

(ii) “*Distribution calendar year*” means a calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's required beginning date. The required minimum distribution for the Participant's first distribution calendar year will be made on or before the Participant's required beginning date.

(iii) “*Life expectancy*” means life expectancy as computed by use of the Single Life Table in Regulation Section 1.401(a)(9)-9.

(iv) “*Required beginning date*” means the date specified in Section 8.4 of the Plan.

(b) Distributions under the Plan shall be subject to the rules set forth in this Section 10.3. All distributions required under this Section 10.3 will be determined and made in accordance with Regulations under Section 401(a)(9) of the Code. The rules set forth herein shall be applied as of the time when distributions are required under Section 8.4 to commence and shall not govern distributions made prior to such time; *provided, however*, that distributions commencing prior to such time which will not satisfy the requirements of this Section 10.3 as of such time and thereafter shall be treated as failing to satisfy such requirements when they commence.

(c) The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date.

Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year distributions will be made in accordance with subsection (d) and subsection (e). If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code and Regulations. Any part of the Participant's interest which is in the form of an individual account described in Section 414(k) of the Code will be distributed in a manner satisfying the requirements of Section 401(a)(9) of the Code and Regulations that apply to individual accounts.

(d) If the Participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:

(i) the annuity distributions will be paid in periodic payments made at intervals not longer than one year;

(ii) the distribution period will be over a life (or lives) or over a period certain not longer than the period described in subsection (e);

(iii) once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted;

(iv) payments will either be nonincreasing or increase only as follows:

(A) by an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;

(B) to the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the beneficiary whose life was being used to determine the distribution period described in subsection (e) dies or is no longer the Participant's Beneficiary pursuant to a qualified domestic relations order within the meaning of Section 414(p) of the Code;

(C) to provide cash refunds of employee contributions upon the Participant's death; or

(D) to pay increased benefits that result from a Plan amendment.

The amount that must be distributed on or before the Participant's required beginning date (or, if the Participant dies before distributions begin, the date distributions are required to begin under Section 11.5) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment

interval ends in the next calendar year. Payment intervals are the periods for which payments are received (e.g., bi-monthly, monthly, semi-annually, or annually). All of the Participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's required beginning date.

Any additional benefits accruing to the Participant in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

(e) (i) If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a non-Spouse beneficiary, annuity payments to be made on or after the Participant's required beginning date to the designated beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the table set forth in Q&A-2 of Section 1.401(a)(9)-6 of the Regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a non-Spouse beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated beneficiary after the expiration of the period certain.

(ii) Unless the Participant's Spouse is the sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Regulations for the calendar year that contains the annuity starting date. If the annuity starting date precedes the year in which the Participant reaches age seventy (70), the applicable distribution period for the Participant is the distribution period for age seventy (70) under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Regulations plus the excess of seventy (70) over the age of the Participant as of the Participant's birthday in the year that contains the annuity starting date. If the Participant's Spouse is the Participant's sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this subsection (e)(ii), or the joint life and last survivor expectancy of the Participant and the Participant's Spouse as determined under the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Regulations, using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the calendar year that contains the annuity starting date.

Section 10.4 (a) This subsection (a) applies to a Participant who is a Nonunion Employee, a Police Dispatcher Employee, a Public Works and Parks Employee, a Professional Supervisor Employee, a Professional Employee, or a Secretarial/Clerical/Library Employee.

If the Participant is not vested in any portion of his or her Employer Accrued Benefit, he or she receives a distribution of his or her Accumulated Contributions pursuant to Section 10.2, and he or she is reemployed, the Participant can elect to repay the distribution of his or her Accumulated Contributions, plus Credited Interest from the date of the distribution to the date of repayment. If the Participant makes such a repayment, then his or her Participant Accrued Benefit shall be restored, and his or her Employer Accrued Benefit shall be restored subject to vesting pursuant to Section 9.3(a).

(b) This subsection (b) applies to a Participant who is a Police Officer.

If the Participant is one hundred percent (100%) vested in his or her Employer Accrued Benefit, he or she is absent from employment for up to eighteen (18) months, he or she receives a lump sum distribution of his or her Accumulated Contributions pursuant to Section 10.2, and he or she is reemployed, the Participant can elect to repay the distribution of his or her Accumulated Contributions, plus Credited Interest from the date of the distribution to the date of repayment. If the Participant makes such a repayment, then his or her Accrued Benefit shall equal his or her restored Participant Accrued Benefit plus his or her vested Employer Accrued Benefit.

(c) Any election by a reemployed Participant to repay a lump sum distribution of his or her Accumulated Contributions pursuant to this Section 10.4 must be made by the end of the Plan Year following the Plan Year in which he or she is reemployed.

(d) Any amount recontributed to the Plan pursuant to this Section 10.4 shall not be considered an annual addition for purposes of Article XII.

Section 10.5 (a) If a Participant continues in the active service of the Employer after such Participant's Normal Retirement Date and receives payment from the Employer for ten or more days in any calendar month, then such Participant's retirement benefit shall not commence until such Participant incurs a severance from employment or receives payment from the Employer for less than ten days in a calendar month. At that time, the Participant shall be entitled to receive a postponed retirement benefit pursuant to Article VIII.

(b) If a Participant retires, returns to the active service of the Employer, and receives payment from the Employer for ten or more days in any calendar month, then such Participant's retirement benefit for such calendar month shall be suspended until such Participant incurs a subsequent severance from employment or receives payment from the Employer for less than ten days in a calendar month.

(i) A Participant's retirement benefits which have been suspended pursuant to this subsection (b) shall resume not later than the third calendar month after the calendar month in which the Participant ceases to perform the service described in this subsection (b). The initial payment shall include any amounts which were withheld during the period beginning on the date on which the suspension of benefits ceased and ending on the date of such initial payment. Benefits shall not be actuarially adjusted for any benefit payments that would have been received during the suspension of benefits period.

(ii) When a Participant whose retirement benefits have been suspended pursuant to this subsection (b) becomes eligible to receive his or her retirement benefits again, such Participant's retirement benefits shall be redetermined as follows:

(A) subject to the provisions of subsection (f) of the definition of Years of Credited Service in Article II, Years of Credited Service shall be the sum of: (I) the Years of Credited Service prior to the suspension of the retirement benefits under this subsection (b); and (II) the Years of Credited Service earned during the period retirement benefits have been suspended pursuant to this subsection (b);

(B) Average Compensation shall be determined by taking into account the Participant's Compensation during the years in which the Participant's retirement benefits were suspended pursuant to this subsection (b);

(C) the retirement benefit formula in effect following the Participant's suspension of benefits shall be used;

(D) the Participant's retirement benefits determined after the suspension of benefits ends shall be actuarially adjusted to take into account the retirement benefits which the Participant received prior to the suspension of benefits period; and

(E) after the suspension of the Participant's retirement benefits has ended, in no event shall the Participant's retirement benefits be less than the retirement benefits which the Participant was receiving prior to the suspension of benefits period.

(c) If a Participant remains an Employee after April 1 of the calendar year following the calendar year in which he or she reaches age seventy and one-half (70-1/2), then the Participant's retirement benefit shall be redetermined as of the last day of each Plan Year to equal the greater of:

(i) the Actuarial Equivalent of the retirement benefit that the Participant had accrued as of April 1 of the calendar year following the calendar year in which he or she reaches age seventy and one-half (70-1/2), *increased by* the Actuarial Equivalent of any retirement benefits that accrue after such April 1; or

(ii) the retirement benefit determined as of the last day of the prior Plan Year.

(d) The suspension of benefit provisions of this Section 10.5 shall not apply to any individual who performs services for the Employer as a non-employee independent contractor.

ARTICLE XI

Death Benefits

Section 11.1 (a) If a Participant is a Nonunion Employee, a Police Dispatcher Employee, a Public Works and Parks Employee, a Professional Supervisor Employee, a Professional Employee, or a Secretarial/Clerical/Library Employee, then:

(i) If the Participant was an Employee on his or her date of death, the Participant had reached his or her Early Retirement Date, and the Participant is survived by a Spouse to whom he or she was married for at least one year prior to death, then the Participant's surviving Spouse will receive an annuity for the remainder of his or her lifetime. For the first sixty (60) months after the Participant's death (or until the surviving Spouse's death, if earlier), the surviving Spouse will receive a monthly benefit equal to the retirement benefit that the Participant would have received if he or she had commenced to receive retirement benefits immediately prior to his or her death in the normal form of a five year certain and life annuity. Thereafter, the surviving Spouse will receive a monthly benefit equal to fifty percent (50%) of the retirement benefit that the Participant would have received if he or she had commenced to receive retirement benefits immediately prior to his or her death in the normal form of a five year certain and life annuity.

(ii) If the Participant was a Terminated Participant on his or her death, the Participant had reached his or her Early Retirement Date at the time he or she became a Terminated Participant, the Participant dies before his or her retirement benefits begin, and the Participant is survived by a Spouse to whom he or she was married for at least one year prior to death, then the Participant's surviving Spouse will receive an annuity for the remainder of his or her lifetime. For the first sixty (60) months after the Participant's death (or until the surviving Spouse's death, if earlier), the surviving Spouse will receive a monthly benefit equal to the retirement benefit that the Participant would have received if he or she had commenced to receive retirement benefits immediately prior to his or her death in the normal form of a five year certain and life annuity. Thereafter, the surviving Spouse will receive a monthly benefit equal to fifty percent (50%) of the retirement benefit that the Participant would have received if he or she had commenced to receive retirement benefits immediately prior to his or her death in the normal form of a five year certain and life annuity.

(b) If a Participant is a Police Officer Employee, then no death benefits are payable to his or her surviving Spouse under this Section 11.1.

Section 11.2 (a) If a Participant is receiving retirement benefits in the normal form of a five year certain and life annuity, and he or she dies within the sixty (60) month period beginning on the Annuity Starting Date, then the Participant's Beneficiary will receive payments

for the remainder of the sixty (60) month period equal to the payments that the Participant was receiving at the time of his or her death.

(b) If a Participant is receiving a 100/100 joint and survivor annuity, a 100/66-2/3 joint and survivor annuity, or a 100/50 joint and survivor annuity and he or she dies, then the Participant's surviving joint annuitant will receive for the remainder of the joint annuitant's life the survivor benefit required by the applicable joint and survivor annuity.

(c) If a Participant is receiving a 100/100 joint and survivor annuity, a 100/66-2/3 joint and survivor annuity, or a 100/50 joint and survivor annuity, and both the Participant and the joint annuitant die within the sixty (60) month period beginning on the Annuity Starting Date, then: (i) if the Participant dies before the joint annuitant, the Participant's Beneficiary will receive for the remainder of the sixty (60) month period the payments that the joint annuitant was receiving at the time of the joint annuitant's death; and (ii) if the joint annuitant dies before the Participant, the Participant's Beneficiary will receive for the remainder of the sixty (60) month period the payments that the Participant was receiving at the time of the Participant's death.

Section 11.3 (a) If a Participant is a Nonunion Employee, a Police Dispatcher Employee, a Public Works and Parks Employee, a Professional Supervisor Employee, a Professional Employee, or a Secretarial/Clerical/Library Employee, the Participant dies before his or her Annuity Starting Date, and the Participant does not have a surviving Spouse, then the Beneficiary of the Participant will receive a lump sum distribution equal to the Participant's Accumulated Contributions.

If a Participant is a Police Officer Employee and the Participant dies before his or her Annuity Starting Date, then the Beneficiary of the Participant will receive a lump sum distribution equal to the Participant's Accumulated Contributions.

(b) If a Participant is a Nonunion Employee, a Police Dispatcher Employee, a Public Works and Parks Employee, a Professional Supervisor Employee, a Professional Employee, or a Secretarial/Clerical/Library Employee, the Participant dies, and the Participant's surviving Spouse, Beneficiary or joint annuitant has received the benefits to which he or she is entitled under Section 11.1 or Section 11.2, then the Participant's Beneficiary will receive a lump sum distribution equal to the excess (if any) of: (i) the Participant's Accumulated Contributions, over (ii) the total monthly benefits paid to the Participant (and his or her surviving Spouse, Beneficiary or joint annuitant).

If a Participant is a Police Officer Employee, the Participant dies, and the Participant's Beneficiary or joint annuitant has received the benefits to which he or she is entitled under Section 11.2, then the Participant's Beneficiary will receive a lump sum distribution equal to the excess (if any) of: (i) the Participant's Accumulated Contributions, over (ii) the total monthly benefits paid to the Participant (and his or her Beneficiary or joint annuitant).

Section 11.4 Each Participant shall have the right to designate the joint annuitant or Beneficiary to receive certain death benefits payable hereunder. Such designation shall be made

on a form furnished by and filed with the Plan Administrator, and may be changed in a like manner.

Section 11.5 (a) For purposes of this Section 11.5, the following terms shall have the meanings set forth below:

(i) “*Designated beneficiary*” means the individual who is designated as the Participant’s Beneficiary and who satisfies the requirements for being a designated beneficiary under Code Section 401(a)(9) and Regulation Section 1.401(a)(9)-4. The Participant’s designated beneficiary will be determined based on the beneficiaries designated as of the Participant’s date of death who remain beneficiaries as of September 30 of the calendar year following the calendar year of the Participant’s death; *provided, however*, if the Participant’s Spouse is the Participant’s sole designated beneficiary as of September 30 of the calendar year following the calendar year of the Participant’s death and the surviving Spouse dies after the Participant and before the date on which distributions would have begun to the surviving Spouse under this Section 11.5, then this Section 11.5 will apply as if the surviving Spouse were the Participant; *and provided further*, if an individual is designated as the Participant’s beneficiary as of the Participant’s date of death and the individual dies prior to September 30 of the calendar year following the calendar year of the Participant’s death without disclaiming, then the individual will continue to be treated as a beneficiary of the Participant as of September 30 of the calendar year following the calendar year of the Participant’s death for purposes of determining the Participant’s designated beneficiary.

Only an individual may be a designated beneficiary. If a person other than an individual is designated as the Participant’s Beneficiary, the Participant will be treated as having no designated beneficiary; *provided, however*, that the individual beneficiaries of a trust will be treated as the Participant’s beneficiaries if the trust meets the following requirements:

(A) the trust is a valid trust under state law (or would be a valid trust but for the fact that there is no corpus);

(B) the trust is irrevocable or will, by its terms, become irrevocable upon the death of the Participant;

(C) the beneficiaries of the trust who are beneficiaries with respect to the trust's interest in the death benefit payable under the Plan are identifiable from the trust instrument; and

(D) the documentation required by Regulation Section 1.401(a)(9)-4, Q-6 is provided to the Plan Administrator.

If more than one individual is designated as a Participant's Beneficiaries, the individual with the shortest life expectancy will be considered the Participant's designated beneficiary.

(ii) "*Distribution calendar year*" means a calendar year for which a minimum distribution is required. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin under subsection (b). The required minimum distribution will be made on or before December 31 of the distribution calendar year.

(iii) "*Life expectancy*" means life expectancy as computed by use of the Single Life Table in Regulation Section 1.401(a)(9)-9.

(iv) "*Required beginning date*" means the date specified in Section 8.4 of the Plan.

(b) If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(i) If the Participant's surviving Spouse is the Participant's sole designated beneficiary, then distributions to the surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died (or by December 31 of the calendar year in which the Participant would have attained age seventy and one-half (70-1/2), if later).

(ii) If the Participant's surviving Spouse is not the Participant's sole designated beneficiary, then distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(iii) If there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(iv) If the Participant's surviving Spouse is the Participant's sole designated beneficiary and the surviving Spouse dies after the Participant but before distributions to the surviving Spouse begin, this subsection (b), other than subsection (b)(i), will apply as if the surviving Spouse were the Participant.

(c) (i) If the Participant dies before the date on which distribution of his or her interest begins and there is a designated beneficiary, the Participant's entire interest will be distributed, beginning no later than the time described in subsection (b), over the life of the designated beneficiary or over a period certain not exceeding:

(A) unless the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or

(B) if the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year that contains the annuity starting date.

(ii) If the Participant dies before the date distributions begin and there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(iii) If the Participant dies before the date distribution of his or her interest begins, the Participant's surviving Spouse is the Participant's sole designated beneficiary, and the surviving Spouse dies before distributions to the surviving Spouse begin, this subsection (c) will apply as if the surviving Spouse were the Participant, except that the time by which distributions must begin will be determined without regard to subsection (b)(i).

(d) For purposes of subsection (b) and subsection (c), unless subsection (b)(iv) applies, distributions are considered to begin on the Participant's required beginning date. If subsection (b)(iv) applies, distributions are considered to begin on the date distributions are required to begin to the surviving Spouse under subsection (b)(i). If annuity payments irrevocably commence to the Participant before the Participant's required beginning date (or to the Participant's surviving Spouse before the date distributions are required to begin to the surviving Spouse under subsection (b)(i)), the date distributions are considered to begin is the date distributions actually commence.

ARTICLE XII

Limitations on Benefits

Section 12.1 The following definitions shall apply for purposes of this Article XII:

(a) "*Annual additions*" mean the following:

(i) Annual additions mean, for each limitation year, the sum of:

(A) the elective deferral contributions and contributions by the Employer allocated to a Participant under any qualified defined contribution retirement plan;

(B) any forfeitures allocated to a Participant under such a plan;

(C) any contribution to such a plan by the Participant; and

(D) any contribution by the Employer allocated to an individual medical account, as defined in Section 415(l)(2) of the Code, established for a Participant under any pension or annuity plan.

(ii) Annual additions shall not include investment earnings allocable to a Participant or any amounts received by the Plan in a direct transfer from another qualified retirement trust. The maximum annual additions credited to any Participant for any limitation year shall not exceed an amount equal to the lesser of one hundred percent (100%) of his or her earnings or \$40,000 (adjusted after 2002 in accordance with regulations for increases in the cost of living). For the limitation year beginning on July 1, 2015, the dollar limitation is \$53,000.

(b) "*Earnings*" include and exclude the following amounts:

(i) Earnings include wages, salaries, fees for professional services, and other amounts received (whether or not paid in cash) during a limitation year for personal services actually rendered in the course of employment with the Employer to the extent that such amounts are includible in gross income for federal income tax purposes. Earnings includes commissions paid to salespersons, compensation based on profits, commissions on insurance premiums, tips, bonuses, fringe benefits, and reimbursements or other expense allowances under a nonaccountable plan (as described in Section 1.62-2(c) of the Regulations).

(ii) Earnings include amounts that would be described in subsection (b)(i) but for any of the following:

(A) they are contributed at the election of the Participant to a cafeteria plan described in Code Section 125, to a qualified transportation fringe benefit plan described in Code Section 132(f)(4), to a cash or deferred arrangement described in Code Section 401(k), to an annuity contract described in Code Section 403(b), to a simplified employee pension described in Code Section 408(k)(6), or to a simple retirement account described in Code Section 408(p);

(B) they are deferred under an eligible deferred compensation plan within the meaning of Code Section 457(b); or

(C) they are employee contributions treated as employer contributions under Code Section 414(h)(2) (government pick-ups).

(iii) Earnings exclude:

(A) any contributions that are made by the Employer to a plan of deferred compensation to the extent such contributions are not includible in the gross income of the Participant (other than contributions made at the election of the Participant under an arrangement described in subsection (b)(ii)), or any distributions from a plan of deferred compensation;

(B) amounts realized from the exercise of a nonqualified stock option or by reason of property subject to Code Section 83 becoming freely transferable or no longer subject to a substantial risk of forfeiture;

(C) amounts realized from the sale, exchange or other disposition of stock acquired under a statutory stock option (as defined in Regulation Section 1.421(b)-1(b)); and

(D) other amounts that receive special tax benefits, including premiums for group term life insurance (but only to the extent that the premiums are not includible in the gross income of the Participant and are not salary reduction amounts described in Code Section 125).

Amounts contributed at the election of a Participant under an arrangement described in Code Section 125 shall include any amounts that are not available to a Participant in cash in lieu of group health insurance coverage because the Participant is unable to certify that he or she has other health coverage, but only if the Employer does not request or collect information regarding the Participant's other health coverage as part of the enrollment process for the health plan.

Amounts that a Participant receives following severance from employment are not considered to be Earnings, unless the amounts are received by the later of two and one-half months (2-1/2 months) following the Participant's severance from employment or the end of the limitation year that includes the date of the Participant's severance from employment, and such amounts: (i) would have been payable to the Participant if employment had not terminated and

are either regular compensation for services during the Participant's regular working hours, compensation for services outside of the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses or other similar compensation; or (ii) represent payments for accrued bona fide sick, vacation, or other leave, but only if the Participant would have been able to use the leave if employment had continued.

Furthermore, anything herein to the contrary notwithstanding, earnings for a limitation year include amounts earned during the limitation year but not paid during the limitation year solely because of the timing of pay periods and pay dates if: (i) the amounts are paid during the first few weeks of the next limitation year; (ii) the amounts are included on a uniform and consistent basis with respect to all similarly situated Participants; and (iii) no amounts are included in more than one limitation year.

(c) "*Excess amount*" means the amount allocated or credited to a Participant in excess of the limits imposed by Section 12.2 or Section 12.3.

(d) "*Limitation year*" means the Plan Year. Where the Employer maintains more than one qualified plan, those plans may provide for different limitation years. If the limitation year is amended to a different twelve (12) consecutive month period, the new limitation year shall begin on a date within the limitation year in which the amendment is adopted.

If the Plan is terminated as of a date other than the last day of the limitation year, the Plan shall be treated as if the Plan was amended to change the limitation year and create a short limitation year ending on the date the Plan is terminated.

(e) "*Minimum accrued benefit*" means the sum of the annual retirement benefits accrued by a Participant under all qualified defined benefit plans of the Employer that were in effect on May 6, 1986, as of the end of the last limitation year of such plans beginning before 1987, computed without regard to any changes in the provisions of such plans after May 5, 1986. The preceding sentence shall apply only if the plans described therein individually and collectively satisfied the requirements of Section 415 of the Code for all limitation years beginning before 1987.

(f) "*Projected annual retirement benefit*" means the annual benefit to which a Participant would be entitled under any qualified defined benefit retirement plan maintained by the Employer, based on the assumptions that employment continues until normal retirement age, that earnings continue until normal retirement age at the same rate as in effect in the limitation year under consideration, and that all other relevant factors used to determine benefits under the plan as of the current limitation year remain constant for all such future limitation years.

(g) "*Social Security retirement age*" means a Participant's retirement age under Section 216(l) of the Social Security Act determined without regard to the age increase factor under such section as if the early retirement age under paragraph (2) thereof were sixty-two (62).

Section 12.2 (a) Subject to the exceptions set forth below, in no event shall the retirement benefit of a Participant payable under this Plan and all other defined benefit plans maintained (or previously maintained) by the Employer for any limitation year exceed the “415 Dollar Limitation”. The 415 Dollar Limitation equals \$160,000 (as adjusted after 2002 in accordance with regulations for increases in the cost of living). For the limitation year ending on June 30, 2015, the 415 Dollar Limitation is \$210,000.

As of January 1 of each calendar year, the dollar limitation as determined by the Commissioner of Internal Revenue for that calendar year will become effective as the 415 Dollar Limitation of the Plan for that calendar year. The 415 Dollar Limitation for a calendar year applies to limitation years ending with or within that calendar year.

If the benefit the Participant would otherwise accrue under this Plan would produce a retirement benefit in excess of the 415 Dollar Limitation, the Participant’s rate of benefit accrual under this Plan will be reduced so that his or her annual benefit from all such plans will equal the 415 Dollar Limitation.

This subsection (a) shall apply regardless of whether any Participant is or has ever been a Participant of another qualified plan maintained by the Employer.

(b) The limitation set forth in subsection (a) shall be adjusted, where necessary, as follows:

(i) Where the annual benefit is payable to a Participant in a form other than a straight life annuity, the limitation shall be applied after adjusting such annual benefit to the equivalent of a straight life annuity beginning at the same annuity starting date. The annual benefit does not include any benefits attributable to employee contributions that are not “picked up” by the Employer or any 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: (A) the value of a qualified joint and survivor annuity; (B) the value of benefits that are not directly related to retirement benefits (such as a qualified disability benefit, pre-retirement death benefits, and post-retirement medical benefits); and (C) the value of post-retirement cost-of-living increases made in accordance with Section 415(d) of the Code and Regulation Section 1.415-3(c)(2)(iii) of the Internal Revenue Service.

For limitation years beginning prior to July 1, 2007, the actuarial equivalent straight life annuity shall be the greater of the annuity determined: (A) by using the actuarial assumptions set forth in the definition of Actuarial Equivalent; or (B) by substituting the Applicable Mortality Table in the GATT Factors for the mortality table in the definition of Actuarial Equivalent and by substituting five percent (5%) for the Plan’s interest rate assumption in the definition of Actuarial Equivalent; *provided, however*, that if the form of benefit is subject to Code Section 417(e)(3): (I) for the Plan Years beginning prior to 2004, five percent (5%) shall be replaced by the Applicable Interest Rate, (II) for the Plan Years beginning in 2004 and 2005, five percent (5%) shall be

replaced by five and one-half percent (5.5%), and (III) for Plan Years beginning in 2006 or thereafter, five percent (5%) shall be replaced by the greatest of (1) five and one-half percent (5.5%), (2) the rate that provides a benefit of not more than one hundred five percent (105%) of the benefit that would be provided if the Applicable Interest Rate were the interest rate assumption, and (3) the rate specified in the definition of Actuarial Equivalent.

For limitation years beginning on or after July 1, 2007, the actuarial equivalent straight life annuity shall be the greater of the annuity beginning at the same annuity starting date and determined: (A) by using the actuarial assumptions set forth in the definition of Actuarial Equivalent; or (B) by substituting the Applicable Mortality Table in the GATT Factors for the mortality table in the definition of Actuarial Equivalent and by substituting five percent (5%) for the Plan's interest rate assumption in the definition of Actuarial Equivalent; *provided, however*, that if the form of benefit is subject to Code Section 417(e)(3), five percent (5%) shall be replaced by the greatest of: (I) five and one-half percent (5.5%); (II) the rate that provides a benefit of not more than one hundred five percent (105%) of the benefit that would be provided if the Applicable Interest Rate were the interest rate assumption; and (III) the rate specified in the definition of Actuarial Equivalent.

(ii) If the annual benefit begins before age sixty-two (62), the 415 Dollar Limitation shall be reduced as follows:

(A) For limitation years beginning prior to July 1, 2007, the 415 Dollar Limitation shall be reduced to an annual benefit commencing when the annual benefit actually begins that is the actuarial equivalent of an annual benefit commencing at age sixty-two (62) equal to the 415 Dollar Limitation. Actuarial equivalent shall equal the lesser of the amount determined by using the actuarial assumptions set forth in the definition of Actuarial Equivalent or the amount determined: (I) by substituting the Applicable Mortality Table for the mortality table in the definition of Actuarial Equivalent, if such table would otherwise be used under the Plan; and (II) except as otherwise provided in subsection (b)(iv), by applying an interest rate assumption of five percent (5%).

(B) For limitation years beginning on or after July 1, 2007, if the Plan does not have an immediately commencing straight life annuity payable at both age sixty-two (62) and the age of benefit commencement, the 415 Dollar Limitation shall be reduced to an annual benefit commencing when the annual benefit actually begins that is the actuarial equivalent of an annual benefit commencing at age sixty-two (62) equal to the 415 Dollar Limitation. Except as otherwise provided in subsection (b)(iv), actuarial equivalent shall be determined by using the Applicable Mortality Table (expressing the Participant's age based on completed calendar months as of the Annuity Starting Date) and by applying an interest rate assumption of five percent (5%).

For limitation years beginning on or after July 1, 2007, if the Plan has an immediately commencing straight life annuity payable at both age sixty-two (62) and the age of benefit commencement, the 415 Dollar Limitation shall be reduced to an annual benefit commencing when the annual benefit actually begins that is the actuarial equivalent of an annual benefit commencing at age sixty-two (62) equal to the lesser of: (I) the annual benefit determined in accordance with the immediately preceding paragraph; or (II) the 415 Dollar Limitation multiplied by the ratio of the annual amount of the immediately commencing straight life annuity under the Plan at the Participant's annuity starting date to the annual amount of the immediately commencing straight life annuity under the Plan at age sixty-two (62) (both determined without applying the limitations of Section 415).

(C) Any decrease in the 415 Dollar Limitation determined in accordance with this subsection (b)(ii) shall not reflect the mortality decrement to the extent that benefits will not be forfeited upon the death of the Participant. If any benefits are forfeited upon death, the full mortality decrement is taken into account.

(D) Notwithstanding the above, the provisions of this subsection (b)(ii) shall not apply to any Participant who has at least fifteen years of service as a full-time police officer or firefighter.

(E) Notwithstanding the above, the provisions of this subsection (b)(ii) shall not apply to benefits received as a result of the recipient becoming disabled by reason of personal injury or sickness, or benefits received by the beneficiary, survivor or estate of a Participant as the result of the death of the Participant.

(iii) If the annual benefit begins after age sixty-five (65), the 415 Dollar Limitation shall be increased as follows:

(A) For limitation years beginning prior to July 1, 2007, the 415 Dollar Limitation shall be increased to an annual benefit commencing when the annual benefit actually begins that is the actuarial equivalent of an annual benefit commencing at age sixty-five (65) equal to the Dollar Limitation. Actuarial equivalent shall equal the lesser of the amount determined by using the actuarial assumptions set forth in the definition of Actuarial Equivalent or the amount determined: (I) by substituting the Applicable Mortality Table in the GATT Factors for the mortality table in the definition of Actuarial Equivalent, if such table would otherwise be used under the Plan; and (II) except as otherwise provided in subsection (b)(iv), by applying an interest rate assumption of five percent (5%).

(B) For limitation years beginning on or after July 1, 2007, if the Plan does not have an immediately commencing straight life annuity payable at both age sixty-five (65) and the age of benefit commencement, the 415 Dollar

Limitation shall be increased to an annual benefit commencing when the annual benefit actually begins that is the actuarial equivalent of an annual benefit commencing at age sixty-five (65) equal to the 415 Dollar Limitation. Except as otherwise provided in subsection (b)(iv), actuarial equivalent shall be determined by using the Applicable Mortality Table (expressing the Participant's age based on completed calendar months as of the Annuity Starting Date) and by applying an interest rate assumption of five percent (5%).

For limitation years beginning on or after July 1, 2007, if the Plan has an immediately commencing straight life annuity payable at both age sixty-five (65) and the age of benefit commencement, the 415 Dollar Limitation shall be increased to an annual benefit commencing when the annual benefit actually begins that is the actuarial equivalent of an annual benefit commencing at age sixty-five (65) equal to the lesser of: (I) the annual benefit determined in accordance with the immediately preceding paragraph; or (II) the 415 Dollar Limitation multiplied by the ratio of the annual amount of the immediately commencing straight life annuity under the Plan at the Participant's Annuity Starting Date to the annual amount of the immediately commencing straight life annuity under the Plan at age sixty-five (65) (both determined without applying the limitations of Section 415).

(C) For purposes of this subsection (b)(iii), mortality between age sixty-five (65) and the age at which benefits commence shall be ignored.

(iv) For purposes of adjusting the 415 Dollar Limitation under subsection (b)(ii) or subsection (b)(iii) above for a form of benefit payment subject to the restrictions on cash-outs under Code Section 417(e)(3), the Applicable Interest Rate in the GATT Factors shall be substituted for five percent (5%).

(v) The limitations shall not apply if the aggregate annual benefit of a Participant payable under this Plan and all other defined benefit plans maintained by the Employer does not exceed \$10,000 for the limitation year or for any prior limitation year and such Participant at no time participated in a defined contribution plan, a welfare benefit plan as defined in Code Section 419(e) or an individual medical account as defined in Code Section 415(l)(2) maintained by the Employer. For purposes of this subsection (b)(v), the benefits payable with respect to the Participant under a plan for a limitation year reflect all amounts payable under the plan for the limitation year, and are not adjusted for form of benefit or commencement date.

(vi) Where the annual benefit is payable to a Participant who has been a Participant of the Plan for less than ten (10) years, the 415 Dollar Limitation shall be multiplied by a fraction, the numerator of which is the Participant's number of years of participation as a Participant of the Plan, and the denominator of which is ten (10). If two or more defined benefit plans are aggregated for a particular limitation year and the annual benefit is payable to a Participant who has been a Participant of the Plan for less

than ten (10) years, the 415 Dollar Limitation shall be multiplied by a fraction, the numerator of which is the Participant's number of years of participation as a Participant of this Plan and all other defined benefit plans maintained by the Employer, and the denominator of which is ten (10).

Notwithstanding the above, the provisions of this subsection (b)(vi) shall not apply to benefits received as a result of the recipient becoming disabled by reason of personal injury or sickness, or benefits received by the beneficiary, survivors or estate of a Participant as the result of the death of the Participant.

(vii) Where the annual benefit is payable to a Participant who has less than ten (10) years of service with the Employer, the \$10,000 amount in subsection (b)(v) shall be multiplied by a fraction, the numerator of which is the Participant's number of years of service with the Employer and the denominator of which is ten (10). If two or more defined benefit plans are aggregated for a particular limitation year and the annual benefit is payable to a Participant who has less than ten (10) years of service with the Employer, the \$10,000 amount shall be multiplied by a fraction, the numerator of which is the Participant's number of years of service with the Employer and the denominator of which is ten (10).

Notwithstanding the above, the provisions of this subsection (b)(vii) shall not apply to benefits received as a result of the recipient becoming disabled by reason of personal injury or sickness, or benefits received by the beneficiary, survivors or estate of a Participant as the result of the death of the Participant.

(viii) In no event shall subsection (b)(vi) or subsection (b)(vii) reduce the 415 Dollar Limitation or the \$10,000 amount in subsection (b)(v) to an amount less than one-tenth (1/10th) of such amounts (determined without regard to subsection (b)(vi) and subsection (b)(vii)).

(ix) To the extent provided in regulations or in other guidelines promulgated by the Secretary of the Treasury, subsection (b)(vi), subsection (b)(vii) and subsection (b)(viii) shall be applied separately with respect to each change in the benefit structure of the Plan.

(c) For purposes of applying the limitations of Code Section 415, all defined benefit plans (without regard to whether a plan has been terminated) ever maintained by the Employer (or a "predecessor employer") under which the Participant accrues a benefit are treated as one defined benefit plan. The "Employer" means the Employer that adopts this Plan and all members of a controlled group or an affiliated service group that includes the Employer (within the meaning of Code Section 414(b), (c), (m) or (o)), *except that* the determination shall be made by applying Code Section 415(g) and (h) and shall take into account tax-exempt organizations under Regulation Section 1.414(c)-5, as modified by Regulation Section 1.415(a)-1(f)(1). For purposes of this subsection (c):

(i) A former employer is a "predecessor employer" with respect to a Participant in a plan maintained by the Employer if the Employer maintains a plan under which the Participant had accrued a benefit while performing services for the former employer, but only if that benefit is provided under the plan maintained by the Employer. For this purpose, the formerly affiliated plan rules in Regulation Section 1.415(f)-1(b)(2) apply as if the Employer and the predecessor employer constituted a single employer under the rules described in Regulation Section 1.415(a)-1(f)(1) and (2) immediately prior to the cessation of affiliation (and as if they constituted two, unrelated employers under the rules described in Regulation Section 1.415(a)-1(f)(1) and (2) immediately after the cessation of affiliation) and cessation of affiliation was the event that gave rise to the predecessor employer relationship, such as a transfer of benefits or plan sponsorship.

(ii) With respect to the Employer that employs a Participant, a former entity that precedes the Employer is a "predecessor employer" with respect to the Participant if, under the facts and circumstances, the Employer constitutes a continuation of all or a portion of the trade or business of the former entity.

(iii) For purposes of aggregating plans for Code Section 415, a "formerly affiliated plan" of the Employer is taken into account for purposes of applying the Code Section 415 limitations to the Employer, but the formerly affiliated plan is treated as if it had terminated immediately prior to the "cessation of affiliation." For purposes of this subsection (c)(iii), a "formerly affiliated plan" of the Employer is a plan that, immediately prior to the cessation of affiliation, was actually maintained by one or more of the entities that constitute the Employer (as determined under the employer affiliation rules described in Regulation Section 1.415(a)-1(f)(1) and (2)), and immediately after the cessation of affiliation, is not actually maintained by any of the entities that constitute the Employer (as determined under the employer affiliation rules described in Regulation Section 1.415(a)-1(f)(1) and (2)). For purposes of this subsection (c)(iii), a "cessation of affiliation" means the event that causes an entity to no longer be aggregated with one or more other entities as a single employer under the employer affiliation rules described in Regulation Section 1.415(a)-1(f)(1) and (2), or that causes a plan to not actually be maintained by any of the entities that constitute the Employer under the employer affiliation rules of Regulation Section 1.415(a)-1(f)(1) and (2).

(iv) Two or more defined benefit plans that are not required to be aggregated pursuant to Code Section 415(f) and the Regulations thereunder as of the first day of a limitation year do not fail to satisfy the requirements of Code Section 415 with respect to a Participant for the limitation year merely because they are aggregated later in that limitation year, *provided that* the Participant is not credited with any accruals after the date on which the plans are required to be aggregated.

(d) If a Participant makes a contribution to the Plan in order to purchase "permissive service credit", then the limitations on benefits in this Section 12.2 are satisfied only if the Plan satisfies Section 12.2 by treating the accrued benefit derived from all of the Participant's

contributions to purchase “permissive service credit” as an annual benefit for purposes of Section 12.2.

For this purpose:

(i) “*Permissive service credit*” means credit for a period of service: (A) that is recognized by the Plan for purposes of calculating benefits; (B) that the Participant would not otherwise be credited under the Plan; and (C) that the Participant receives solely by making a voluntary additional contribution to the Plan in an amount (determined by the Plan) that does not exceed the amount necessary to fund the benefit attributable to such service credit. Service credit is not “permissive service credit” if more than five years of “nonqualified service” are taken into account, or if “nonqualified service” is taken into account for a Participant with less than five years of Plan participation. However, “permissive service credit” may include service credit for periods for which there is no performance of service (subject to the limits on nonqualified service), and may also include service otherwise credited under the Plan in order to provide an increased benefit.

(ii) “*Nonqualified service*” is a period of service *other than*: (A) as an employee of a Federal, state or local government; (B) as an employee of a Code Section 170(b)(1)(A)(ii) elementary or secondary educational institution which provides elementary or secondary education through grade 12, or a comparable level of education, as determined under the applicable law of the jurisdiction in which the service was performed; (C) as an employee of an association of governmental employees; or (D) military service (other than qualified military service under Code Section 414(u)). In the case of service described in subsection (d)(ii)(A), subsection (d)(ii)(B) or subsection (d)(ii)(C), such service is “nonqualified service” if it enables a Participant to receive a retirement benefit for the same service under more than one plan.

(e) Notwithstanding anything else herein to the contrary, the limitations, adjustments and other requirements of Section 12.2 shall at all times comply with the provisions of Code Section 415 and the regulations thereunder, the terms of which are specifically incorporated herein by reference.

Section 12.3 The provisions of this Section 12.3 shall not apply with respect to any Participant who is credited with an hour of service on or after the first day of the first limitation year beginning after December 31, 1999.

(a) In the event a Participant is or has been covered at any time under a qualified defined contribution retirement plan maintained by the Employer, whether or not terminated, the sum of the defined contribution fraction as described in subsection (b) below and the defined benefit fraction as described in subsection (c) below shall not exceed 1.0. For purposes of the preceding sentence, a qualified defined contribution retirement plan shall include a funded welfare benefit plan (as defined in Section 419(e) of the Code) and an individual medical account (as defined in Section 415(1)(2) of the Code).

(b) (i) Except as otherwise provided in subsection (b)(ii) and subject to subsection (b)(iii), the defined contribution fraction is a fraction:

(A) the numerator of which is the sum of the annual additions for the current and all prior limitation years, determined with respect to each such year under the rules governing the crediting of annual additions for such year and computed as of the end of such year: (I) credited to the Participant under any qualified defined contribution retirement plan of the Employer, whether or not terminated; (II) attributable to nondeductible employee contributions to any defined benefit retirement plan of the Employer, whether or not terminated; (III) attributable to any welfare benefit plan of the Employer; and (IV) attributable to any individual medical account maintained by the Employer; and

(B) the denominator of which is the sum of one hundred twenty-five percent (125%) of the defined contribution dollar limitation in effect for each limitation year as of the end of such year, and including limitation years when the individual was not a Participant as a result of ineligibility to participate or because the Employer did not maintain a defined contribution plan.

(ii) In the case of an individual who was a participant as of the end of the first day of the first limitation year beginning after 1986 in any qualified defined contribution plan of the Employer that was in effect on May 6, 1986, if the sum of the fraction described in this subsection (b) and the fraction described in subsection (c) would otherwise exceed 1.0, the numerator of the fraction described in this subsection (b) shall be adjusted by permanently subtracting therefrom an amount equal to the product of: (A) the excess of the sum of such fractions over 1.0; and (B) the denominator of the fraction described in this subsection (b). For purposes of the adjustment described in the preceding sentence, the applicable fractions shall be computed as of the end of the last limitation year beginning before 1987, but using the limitation under Code Section 415 applicable to the first limitation year beginning after 1986, and without regard to any change made after May 5, 1986 in the provisions of the plans taken into account under this subsection (b)(ii).

(iii) At the election of the Employer, with respect to any limitation year ending after 1982, the denominator of the defined contribution fraction of each Participant for all limitation years ending before 1983 shall be an amount equal to the product of: (A) the denominator of the defined contribution fraction for the limitation year ending in 1982 (computed under Section 415(e)(3)(B) of the Code as in effect for such year); and (B) a fraction, the numerator of which is \$51,875, and the denominator of which is \$41,500.

(iv) For purposes of subsection (b), the annual additions for any limitation year beginning before 1987 shall not be recomputed to treat all employee contributions as annual additions.

(c) (i) Subject to subsection (c)(ii), the defined benefit fraction is a fraction:

(A) the numerator of which is the sum of the Participant's projected annual retirement benefits under each qualified defined benefit retirement plan of the Employer, whether or not terminated, determined as of the end of the limitation year; and

(B) the denominator of which is one hundred twenty-five percent (125%) of \$90,000 (or, in the case of benefits commencing before or after the Social Security retirement age, the actuarial equivalent of such amount), as adjusted in accordance with regulations for increases in the cost of living using the last calendar quarter of 1986 as the base period.

(ii) If a Participant was a participant as of the first day of the first limitation year beginning after 1986 in any qualified defined benefit retirement plan of the Employer that was in effect on May 6, 1986, the denominator of the defined benefit fraction shall not be less than one hundred twenty-five percent (125%) of such Participant's minimum accrued benefit.

(iii) If the Employer maintains a qualified defined benefit retirement plan providing for any post-retirement ancillary benefits (other than a qualified joint and survivor annuity with the Participant's Spouse), the denominator referred to in subsection (c)(i) shall be adjusted in accordance with regulations.

Section 12.4 (a) For limitation years beginning on or after July 1, 2007, notwithstanding any provision of the Plan to the contrary, if an excess amount is determined for any Participant for any limitation year, the Plan may correct such excess amount only in accordance with the Employee Plans Compliance Resolution System ("EPCRS") as set forth in Revenue Procedure 2013-12 (or any superseding guidance), including, but not limited to, the preamble of the Code Section 415 final Regulations.

(b) For limitation years beginning prior to July 1, 2007, if an excess amount is determined for any Participant for any limitation year, and if such excess amount is due to the allocation of forfeitures, a reasonable error in estimating a Participant's annual earnings, or such other limited facts and circumstances as the Commissioner of Internal Revenue finds justifiable, such excess amount shall be treated as follows:

(i) Any non-deductible voluntary contributions made to this Plan or any other qualified retirement plan maintained by the Employer shall be returned to the Participant, to the extent that such return would reduce the excess amount.

(ii) Any remaining excess amount shall be attributed to, and treated in accordance with the provisions of, the qualified retirement plan or plans maintained by the Employer in which the Participant participates, in the following order:

- (A) any other qualified defined benefit retirement plan;
- (B) this Plan;
- (C) any qualified 401(k) plan;
- (D) any qualified profit sharing plan;
- (E) any qualified stock bonus plan;
- (F) any qualified target benefit pension plan; and
- (G) any qualified money purchase pension plan.

(iii) To the extent that an excess amount with respect to a Participant is not eliminated by the actions required by subsection (b)(i) and subsection (b)(ii), the Plan Administrator shall reduce such Participant's benefit under Article V.

ARTICLE XIII

Applications for Benefits and Other Distribution Procedures

Section 13.1 Benefits under the Plan shall be paid in the manner and at the time selected by the individual in an Application for Benefits filed by the individual with the Plan Administrator prior to the date on which benefits are scheduled to commence. If the individual has selected a joint and survivor annuity option under Section 10.1(a), the individual must provide the sex and date of birth of the joint annuitant on the Application for Benefits, and must provide proof of the joint annuitant's date of birth (in a form acceptable to the Plan Administrator) after the Application for Benefits is filed.

Section 13.2 The Application for Benefits required for the payment of disability benefits under Article VII must be accompanied by proof of disability.

Section 13.3 The Application for Benefits required for the payment of death benefits under Article XI must be filed by the surviving Spouse, joint annuitant or Beneficiary of a deceased Participant or the legal representative of the individual's estate and must be accompanied by a death certificate.

Section 13.4 The election of a form of payment or the designation of a Beneficiary made in an Application for Benefits may be revised by filing a new Application for Benefits prior to the Annuity Starting Date.

Section 13.5 The Plan Administrator shall promptly process each Application for Benefits received by it and shall notify the applicant in writing of the action taken regarding an Application for Benefits within a reasonable period of time following its receipt.

Section 13.6 An individual for whom benefits are being held by the Trustee shall keep the Plan Administrator notified of a current mailing address. The Plan Administrator and the Employer shall be discharged from any liability resulting from a failure to pay benefits as they become due if reasonable effort has been made to contact the individual at the last address on record.

Section 13.7 Any denial of a claim for benefits under the Plan shall be stated in writing by the Plan Administrator and delivered or mailed to the Participant, joint annuitant or other 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, joint annuitant or other Beneficiary. Within sixty (60) days after receiving the notification of such denial, any such Participant, joint annuitant or other Beneficiary may notify the Plan Administrator in writing of his or her desire for a review of such decision. Upon such notification, the Plan Administrator shall schedule a review proceeding at which the Participant, joint annuitant or other Beneficiary shall restate his or her arguments for such claim to a representative of the Plan Administrator. The Plan Administrator's decision following such hearing shall be made within a

reasonable period of time following the Plan Administrator's receipt of the Participant's request for a review, and shall be communicated in writing to the Participant, joint annuitant or other Beneficiary.

ARTICLE XIV

Rollovers

Section 14.1 For purposes of this Article XIV, the following terms shall have the meanings set forth below:

(a) "*Direct rollover*" means a payment to one or more eligible retirement plans specified by the distributee.

(b) "*Distributee*" means an employee or former employee, the surviving Spouse of an employee or former employee, and the Spouse or former Spouse of an employee or former employee who is the alternate payee under a qualified domestic relations order as defined in Section 414(p) of the Code.

(c) "*Eligible retirement plan*" means: (i) an individual retirement account and an individual retirement annuity described in Section 408 of the Code or (effective for distributions occurring on or after January 1, 2008) a Roth individual retirement account described in Section 408A of the Code; (ii) a qualified plan described in Section 401(a) of the Code; (iii) an annuity plan described in Section 403(a) of the Code and an annuity contract described in Section 403(b) of the Code; and (iv) an eligible plan described in Section 457(b) of the Code that 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 that agrees to separately account for any eligible rollover distributions transferred into such plan. Notwithstanding the above, if any portion of an eligible rollover distribution is not includible in gross income, such portion of the distribution may be transferred only to the following eligible retirement plans: (i) an individual retirement account and an individual retirement annuity described in Section 408 of the Code or (effective for distributions occurring on or after January 1, 2008) a Roth individual retirement account described in Section 408A of the Code; and (ii) a qualified plan described in Section 401(a) of the Code or an annuity contract described in Section 403(b) of the Code that receives such portion of the distribution in a direct rollover pursuant to subsection (a), that agrees to separately account for the amounts so transferred (including separately accounting for the portion of the distribution which is includible in gross income and the portion of the distribution which is not includible in gross income), and (for the period prior to January 1, 2007) that is a defined contribution plan.

(d) "*Eligible rollover distribution*" means the distribution under a qualified plan of all or a portion of the balance to the credit of a distributee, *other than*: (i) one or more distributions to be made during a taxable year of the distributee which in the aggregate are reasonably expected to be less than \$200; (ii) a distribution that is one of a series of substantially equal periodic payments made not less frequently than annually for the life or life expectancy of the distributee or the joint lives or joint life expectancy of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; (iii) the portion of any distribution that is required to be made under Section 401(a)(9) of the Code; and (iv) any distribution that is made due to the hardship of the distributee.

Section 14.2 (a) Notwithstanding any other provision of the Plan, a distributee may elect, in accordance with procedures established by the Plan Administrator, that all or a portion of an eligible rollover distribution to be made to the distributee shall instead be distributed in a direct rollover. If a portion but not all of an eligible rollover distribution is to be distributed in a direct rollover, such portion may not be less than \$500. In the case of an eligible rollover distribution not exceeding \$500, any direct rollover must consist of the entire amount of the eligible rollover distribution.

(b) Effective for distributions occurring on or after January 1, 2010, if the designated Beneficiary of a Participant is not the surviving Spouse of the Participant and is eligible to receive a distribution from the Plan due to the death of the Participant, and if the distribution satisfies all of the requirements for constituting an eligible rollover distribution set forth in Section 14.1(d) other than the requirement that the distribution be made to a distributee, then the distribution shall be treated as an eligible rollover distribution and the Beneficiary may elect that all or a portion of the distribution to be made to the Beneficiary will instead be distributed in a direct rollover to an individual retirement account or an individual retirement annuity that is maintained for the benefit of the Beneficiary and that is described in Code Section 402(c)(8)(B)(i) or Code Section 402(c)(8)(B)(ii). The individual retirement account or individual retirement annuity shall be treated as an inherited IRA pursuant to Code Section 402(c)(11).

(c) (i) Not less than thirty (30) days and not more than one hundred eighty (180) days (ninety (90) days for Plan Years beginning prior to January 1, 2007) before the Annuity Starting Date of a distributee or non-Spouse Beneficiary who is entitled to receive an eligible rollover distribution, the Plan Administrator shall, in accordance with Section 402(f) of the Code, provide the distributee or non-Spouse Beneficiary with a written explanation of the rules governing rollovers (including the right to make a direct rollover under subsection (a) or subsection (b)), and the mandatory federal income tax withholding on any eligible rollover distribution for which no election is made under subsection (a) or subsection (b). No later than the date on which the information required by this subsection (c)(i) is provided to a distributee or non-Spouse Beneficiary, the Administrator shall notify the distributee or non-Spouse Beneficiary that he or she is entitled to consider, for a period of at least thirty (30) days following receipt of such information, whether or not to make an election under subsection (a) or subsection (b).

(ii) Notwithstanding subsection (c)(i), a direct rollover or distribution may be made less than thirty (30) days after the distributee or non-Spouse Beneficiary receives the information required by subsection (c)(i), if the distributee or non-Spouse Beneficiary affirmatively elects to receive a distribution or to make a direct rollover under subsection (a) or subsection (b).

Section 14.3 Any portion of an eligible rollover distribution that is not distributed in a direct rollover under Section 14.2(a) or Section 14.2(b) is ordinarily subject to mandatory federal income tax withholding.

Section 14.4 In the event of a mandatory cash-out distribution under the Plan that is greater than \$1,000, if the distributee or non-Spouse Beneficiary does not elect to have such distribution paid directly to an eligible retirement plan specified by the distributee or non-Spouse Beneficiary in a direct rollover or to receive the distribution directly in accordance with Section 14.2(a) or Section 14.2(b), then the Plan Administrator will pay the distribution in a direct rollover to an individual retirement plan designated by the Plan Administrator. The Plan Administrator shall notify the distributee or non-Spouse Beneficiary (either separately or as part of the notice described in Section 14.2(c)) that the distribution may be transferred in a direct rollover to an individual retirement plan designated by the Plan Administrator. The notice: (a) shall identify the trustee or custodian of the individual retirement plan; (b) shall state that the distribution will be placed in an investment fund that is designed to preserve principal and provide a reasonable rate of return and liquidity; (c) shall indicate how the fees and expenses required to maintain the individual retirement plan will be allocated; and (d) shall state the name, address, and telephone number of a person that the distributee or non-Spouse Beneficiary can contact for further information about the automatic rollover provisions, the individual retirement plan provider, and the fees and expenses attendant to the individual retirement plan.

ARTICLE XV

Leave of Absence

Section 15.1 This Section 15.1 shall apply only to a Participant who is absent from his or her position of employment with the Employer by reason of a period of military service and who, upon reemployment with the Employer, is entitled to the benefits of the Uniformed Services Employment and Reemployment Rights Act of 1994 with respect to such service ("qualified military service"). Upon such reemployment with the Employer, the Participant shall be treated as having been on a leave of absence and the following requirements shall apply:

(a) The individual shall not be deemed to have incurred a Severance Period by reason of such qualified military service, and the period of such service shall constitute employment with the Employer as a Full-Time Employee for purposes of determining the individual's Years of Vesting Service and Years of Credited Service, *provided that* the individual contributes to the Plan an amount equal to the Participant Contributions that he or she would have made under Section 4.1 if he or she had remained a Full-Time Employee during the period of the qualified military service. Such amount shall be paid to the Plan during the period of time which begins on the date of his or her reemployment and which does not exceed the lesser of five years or three times the period of his or her qualified military service.

(b) For purposes of subsection (a) and Article XII, an individual shall be treated as having received compensation from the Employer during the period of qualified military service equal to the compensation that would have been paid to the individual by the Employer during such period determined at the rate of pay he or she would have received but for such period of service, or if such rate of pay is not reasonably ascertainable, the individual's average rate of compensation during the twelve month period preceding the qualified military service (or the entire period of employment preceding the military service, if less than twelve months).

(c) Benefit accruals required under subsection (a) shall be added promptly to the Participant's Accrued Benefit. Such benefit accruals shall not be subject to any otherwise applicable limitation under Article XII with respect to the year in which such benefit accruals were added to the Participant's Accrued Benefit. In accordance with Regulations, benefit accruals added to the Participant's Accrued Benefit under subsection (a) shall be subject to such limitations with respect to the year to which the accruals relate.

(d) For the period on or after January 1, 2007, if a Participant dies while performing qualified military service, the survivors of the Participant are entitled to any additional death benefits that would have been payable under the Plan if the Participant had resumed employment and then terminated employment on account of death. As a result, such a Participant's death benefits under the Plan shall be determined by treating the Participant as if he or she were an active employee at the time of his or her death.

(e) Effective as of January 1, 2009, if the Employer provides differential military pay to a Participant who is performing qualified military service, the Participant shall be treated as an employee of the Employer and the differential military pay shall be treated as compensation paid by the Employer for all purposes of the Plan. Differential military pay means any amounts that the Employer pays to a Participant who is performing qualified military service to the extent such amounts do not exceed the excess of the compensation that the Participant would have received if he or she had remained employed by the Employer during the period of his or her qualified military service, over the amount of the Participant's military pay.

Section 15.2 A Participant employed by the Employer who is not performing services for the Employer or is on a reduced work schedule for a reason designated by the Employer as qualifying under the Family and Medical Leave Act of 1993 shall be treated as on an approved leave of absence for the period of such absence or reduced work schedule. During the period of such leave of absence, the Employee shall continue to be considered a Participant employed as a Full-Time Employee for purposes of determining the individual's Years of Vesting Service and Years of Credited Service, *provided that* the individual contributes to the Plan an amount equal to the Participant Contributions that he or she would have made under Section 4.1 if he or she had remained a Full-Time Employee during the approved leave of absence. If an individual ceases to make the contributions required by this Section 15.2, the individual shall cease to be a Participant in the Plan.

Section 15.3 A Participant employed by the Employer who is not performing services for the Employer or is on a reduced work schedule for a reason approved by the Employer, and who is receiving his or her regular Compensation from the Employer, shall continue to be considered a Participant employed as a Full-Time Employee for purposes of determining the individual's Years of Vesting Service and Years of Credited Service, and his or her Participant Contributions to the Plan shall continue to be deducted from his or her Compensation during the period of the paid leave of absence.

Section 15.4 A Participant who is not performing services for the Employer for a reason that does not constitute qualified military service, or that does not qualify under the Family and Medical Leave Act of 1993, or that is not a paid leave of absence approved by the Employer, shall cease to be a Participant in the Plan.

Section 15.5 A leave of absence for military service under Section 15.1 or a family or medical leave of absence under Section 15.2 may not be canceled by the Employer.

ARTICLE XVI

Rights of Participant

Section 16.1 The establishment of the Plan shall not be construed as conferring any rights upon any Employee or any person for a continuation of employment, and shall not be construed as limiting in any way the right of the Employer to discharge any Employee or to treat him or her without regard to the effect which such treatment might have upon him or her as a Participant of the Plan.

Section 16.2 The Plan is established for the purpose of providing for the support of the Participants upon their retirement and for the support of their families. No benefit payable under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge by the Participant, and any action by way of anticipating, alienating, selling, transferring, assigning, pledging, encumbering or charging the same shall be void and of no effect. In no event shall any benefit under the Plan be liable in any manner for, or be subject to, the debts, contracts, liabilities, engagements or torts of the person entitled to such benefit, except as specifically provided in the Plan.

If any Participant or Beneficiary under the Plan becomes bankrupt or attempts to alienate, sell, transfer, assign, pledge, encumber or charge any benefit except as specifically provided in the Plan, then such benefit shall, in the discretion of the Plan Administrator, cease and terminate. In that event, the Plan Administrator shall hold or apply the benefit to or for the benefit of such Participant or Beneficiary, in such manner and in such proportions as the Plan Administrator shall determine in its sole discretion.

Section 16.3 (a) Notwithstanding the provisions of Section 16.2, the Plan Administrator shall abide by the terms of any domestic relations order. A domestic relations order means any judgment, decree or order (including approval of a property settlement agreement) that creates or recognizes the existence of an alternate payee's right to receive all or a portion of the benefits payable to a Participant hereunder pursuant to a state's domestic relations law relating to the provision of child support, alimony payments or marital property rights to a Spouse, former Spouse, child or other dependent of the Participant.

(b) Payments made under this Section 16.3 shall completely discharge the Plan of its obligations with respect to the Participant and each alternate payee to the extent of any such payments.

Section 16.4 If any person entitled to receive any benefits from the Plan is, in the judgment of the Plan Administrator, legally, physically or mentally incapable of personally receiving and acknowledging receipt of any distribution, the Plan Administrator may make distribution to such other person, persons or institutions as, in the judgment of the Plan Administrator, are then maintaining or have custody of such distributee.

ARTICLE XVII

Plan Administrator

Section 17.1 The Plan Administrator shall have the following powers and responsibilities:

(a) The Plan Administrator shall supervise and control the operation of the Plan and shall have all powers necessary to accomplish such purpose, including the power to make rules and regulations pertaining to the administration of the Plan.

(b) The Plan Administrator shall establish a funding method and policy consistent with the objectives of the Plan, and shall determine the Plan's short-term and long-term financial needs and communicate such requirements to the Trustee.

(c) The Plan Administrator shall have the discretionary authority to interpret the provisions of this Plan, to determine all questions relating to eligibility for benefits hereunder, to decide all disputes which may arise relative to the rights of Participants and their Beneficiaries under the terms of the Plan, to give instructions to the Trustee (other than investment instructions) as may be necessary, and, in general, to direct the administration of the Plan.

(d) The Plan Administrator shall determine the identity of the proper payee of any benefit under the Plan and the amount of such benefit that is properly payable. Any such determination that the Plan Administrator makes shall be conclusive, and payment in accordance with such determination shall constitute a complete discharge of all obligations on account of such benefit.

(e) The Plan Administrator shall determine the manner in which the funds of the Plan shall be disbursed in accordance with the terms of the Plan, including the form of voucher or warrant to be used in making disbursements and the qualifications of the persons authorized to make disbursements of such funds.

(f) The Plan Administrator shall maintain accounts showing the fiscal transactions of the Plan. In connection therewith, the Plan Administrator shall require the Trustee to submit any necessary reports, and shall keep in convenient form such data, as may be necessary for the determination of the assets and liabilities of the Plan. As soon as practicable following the last day of each Plan Year, the Plan Administrator shall prepare a brief account of the operation of the Plan for the Plan Year.

(g) Any interpretation, determination, decision, instruction or direction adopted by the Plan Administrator in good faith shall be binding upon the Employer and on all Participants and Beneficiaries (unless the Plan Administrator has acted in an arbitrary and capricious manner). The Plan Administrator, in exercising its discretion, shall do so in a uniform and nondiscriminatory manner, treating all individuals in similar circumstances alike.

Section 17.2 The Board of Selectmen of the Town of Simsbury shall have the power to designate a Plan Administrator. If no Plan Administrator has been designated, the Board of Selectmen of the Town of Simsbury shall serve as the Plan Administrator.

Section 17.3 If more than one person is serving as the Plan Administrator, such persons may by a written agreement allocate among themselves their responsibilities under this Plan. Except as otherwise provided by law, if responsibilities have been allocated among the persons serving as the Plan Administrator, only the person to whom a specific responsibility has been allocated shall be liable for acts or omissions occurring in the performance of such responsibility.

If more than one person is serving as the Plan Administrator, any act which the Plan authorizes or requires the Plan Administrator to do may be done by a majority of such persons. The action of such majority expressed from time to time by a vote at a meeting, or in writing without a meeting, shall constitute the action of the Plan Administrator.

Section 17.4 The Plan Administrator may delegate to others all or part of its duties that do not involve management of Plan assets. The Plan Administrator shall not be liable for any act or omission of the persons to whom such duties have been delegated, *provided that* the Plan Administrator acted prudently and in the interests of the Participants and Beneficiaries in selecting and retaining such persons.

Section 17.5 The Plan Administrator may provide each Participant and Beneficiary with a summary plan description at such time and in such form as it deems advisable.

Section 17.6 The Plan Administrator may furnish individual statements of vested benefits to Terminated Participants and individual statements of vested and accrued benefits to Participants and Beneficiaries at such time and in such form as it deems advisable.

Section 17.7 The Plan Administrator shall have the power to designate the Plan's agent for service of legal process.

Section 17.8 The reasonable expenses of administering the Plan, including but not limited to legal, accounting, custodial, actuarial and investment advisory fees, shall be paid from the Trust Fund, unless the Employer elects to pay such expenses.

Section 17.9 The Plan Administrator shall be entitled to rely upon all certificates and reports made by any duly appointed trustee or accountant, and upon all opinions given by any duly appointed legal counsel. Any person or group of persons serving as the Plan Administrator shall be fully protected against any action taken in good faith in reliance upon any such certificates, reports or opinions. All actions so taken shall be conclusive upon all persons having any interest under the Plan. No person serving as the Plan Administrator shall be personally liable by virtue of any instrument executed by him or her (or on his or her behalf) as a person serving as the Plan Administrator, or for any mistake of judgment made by such person or any other person serving as the Plan Administrator, or for any neglect, omission or wrongdoing of

any other person serving as the Plan Administrator or anyone employed by the Employer, or for any loss, *unless* such liability or loss results from his or her own negligence or willful misconduct. Each person serving as the Plan Administrator shall be indemnified by the Employer against expenses reasonably incurred by him or her in connection with any action to which he or she may be a party by reason of his or her serving as the Plan Administrator, *except* in relation to matters as to which he or she shall be adjudged in such action to be liable for negligence or willful misconduct in the performance of his or her duty in serving as the Plan Administrator. The foregoing right of indemnification shall be in addition to any other rights to which any such member may be entitled as a matter of law.

Section 17.10 No person serving as the Plan Administrator who is also an employee of the Employer shall receive any compensation for his or her services as such, but the Plan may reimburse such person for any necessary expenses incurred.

ARTICLE XVIII

Trust Fund

Section 18.1 All assets of the Plan shall be held in the Trust Fund by the Trustee, except to the extent such assets are held by an Insurer under an insurance contract.

Section 18.2 The Trustee shall have such powers as to investment, reinvestment, control and disbursement of the Trust Fund as are provided in the Plan and the Trust Agreement.

Section 18.3 No Participant or Beneficiary under the Plan, nor any other person, shall have any interest in or right to any part of the earnings of the Trust Fund, or any rights in, to or under the Trust Fund or any part of its assets, except to the extent expressly provided in the Plan.

Section 18.4 The Trust Fund shall bear: (a) all brokerage costs and transfer taxes, or other taxes of any kind whatsoever, which may be levied or assessed under existing or future laws upon, or in respect of, the Trust Fund; (b) all expenses incurred in connection with the acquisition, holding or disposition of real property, any interest therein, or any mortgage thereon; (c) all interest which may be payable for money borrowed by the Trustee for the purposes of the Trust Fund; and (d) all other administrative expenses of the Trust Fund and the Plan which are not paid by the Employer.

ARTICLE XIX

Plan for Exclusive Benefit of Participants

Section 19.1 Prior to the satisfaction of all of the liabilities under the Plan with respect to Participants and their Beneficiaries, no part of the corpus or income of the Trust Fund shall be used for, or diverted to, any purposes other than for the exclusive benefit of the Participants and their Beneficiaries.

Section 19.2 The Employer shall not directly or indirectly receive any refund of any contribution made by it, nor shall the Employer directly or indirectly receive a distribution from the Trust Fund, at any time prior to the satisfaction of all of the liabilities under the Plan with respect to Participants and their Beneficiaries, unless such contribution was made by reason of a mistake of fact and the refund is made within one year from the date the contribution was made.

ARTICLE XX

Miscellaneous Provisions

Section 20.1 The Plan is intended to meet the requirements for qualification under Section 401(a) and Section 501 of the Code which are applicable to governmental plans as defined in Section 414(d) of the Code. Any provision of this Plan or the Trust Agreement susceptible to more than one interpretation shall be interpreted in a manner that is consistent with this Plan and the Trust Agreement being an employees' plan and trust within the meaning of Section 401(a) and Section 501 of the Code and a governmental plan within the meaning of Section 414(d) of the Code.

Section 20.2 The Employer, the Plan Administrator and the Trustee shall be discharged from liability in acting upon any representation by an individual of any fact affecting such individual's status under this Plan or upon any notice, request, consent, letter, telegram or other document believed by them, or any of them, to be genuine and to have been signed or sent by the proper person.

Section 20.3 This Plan shall be construed according to the laws of the State of Connecticut, except as such laws are superseded by Federal law.

ARTICLE XXI

Amendment

Section 21.1 The Board of Selectmen of the Town of Simsbury shall have the right to amend this Plan at any time and from time to time.

Section 21.2 Except to the extent required to qualify this Plan and the trust under Section 401(a) and Section 501 of the Code, no amendment shall be made which would adversely affect the rights of Participants, joint annuitants or other Beneficiaries who have become fully vested at the date of such amendment.

ARTICLE XXII

Termination of Plan

Section 22.1 The Board of Selectmen of the Town of Simsbury may terminate the Plan in its entirety at any time.

Section 22.2 If the Plan is terminated, unapplied payments and other assets of the Plan will be disposed of through the purchase of annuities or otherwise for the exclusive benefit of Participants, joint annuitants and other Beneficiaries, in the order of priority set forth in this Section 22.2. The amount of each Participant's retirement benefit will be determined from the Participant's Accrued Benefit on the date of termination of the Plan. The necessary assets determined by the Employer on the basis of an actuarial valuation will be fully allocated for all Participants in Class 1 and Class 2 described below before any assets are allocated to the next class. If the assets are insufficient to provide the full retirement benefit for each person in a class starting with Class 3 described below, a pro rata allocation will be made for that class and no retirement benefits will be provided for succeeding classes. If any balance remains after these priorities have been satisfied, such balance shall become the property of the Employer.

The order of priority is as follows:

- (a) *Class 1* – to provide full retirement benefits to each Retired Participant;
- (b) *Class 2* – to provide retirement benefits for each Participant other than a Retired Participant based on his or her Accumulated Contributions, with benefits to start immediately for Participants with postponed retirement benefits and at Normal Retirement Date for all other Participants;
- (c) *Class 3* – to provide the balance of the retirement benefits, starting immediately for Participants with postponed retirement benefits and Participants receiving disability retirement benefits;
- (d) *Class 4* – to provide the balance of the retirement benefits, starting at Normal Retirement Date, for Participants and Terminated Participants who have met the age and service requirements of the Plan for election of an early retirement benefit;
- (e) *Class 5* – to provide the balance of the retirement benefits, starting at Normal Retirement Date, for Participants and Terminated Participants not included in Class 4 who have reached the vesting date; and
- (f) *Class 6* – to provide the balance of the retirement benefits, starting at Normal Retirement Date, for all other Participants.

Section 22.3 Upon the termination or partial termination of the Plan, or the complete discontinuance of contributions to the Plan, the rights of each Participant (or, in the event of a partial termination, the rights of each Participant affected by such partial termination), including a Retired Participant, Disabled Participant or Terminated Participant, and the rights of each Beneficiary, to benefits accrued to the date of such termination or partial termination shall become nonforfeitable, to the extent funded as of such date.

Dated the day of , 20 .

Witness:

TOWN OF SIMSBURY, CONNECTICUT

By _____
Name:
Title:

Actuarial Assumptions

(a) With respect to a Participant who is a Nonunion Employee, a Police Dispatcher Employee, a Public Works and Parks Employee, a Professional Supervisor Employee, a Professional Employee, or a Secretarial/Clerical/Library Employee:

Mortality: 1971 Group Annuity Mortality Table, male (with a set back of 2 years for Participants and 4 years for joint annuitants)

Interest: 6%

(b) With respect to a Participant who is a Police Officer Employee:

Mortality: 1971 Group Annuity Mortality Table, male (with no set back for Participants and a set back of 6 years for joint annuitants)

Interest: 6%

Edward J. LaMontagne
4 George Street
Simsbury, CT 06070
(860) 519-9695

8 September 2015

Carolyn Keily
Town of Simsbury
Town Clerk
933 Hopmeadow Street
P.O. Box 495
Simsbury, CT 06070

Dear Ms. Keily:

Please accept this letter as my resignation as the Town of Simsbury's representative to the North Central Regional Mental Health Board.

It has been my pleasure to serve as the Town of Simsbury's representative to this Board for the past nine years.

Thank you.

Sincerely,



Edward J. LaMontagne

cc: Mickey-Lecours Beck, Director, Town of Simsbury Social Services Department
Marcia DuFore, Executive Director, NCRMHB



CALL TO ORDER

The Regular Meeting of the Board of Selectmen was called to order at 7:00 p.m. in the Main Meeting Room of the Simsbury Town Offices. Present were: First Selectman Lisa Heavner; Board members Sean Askham, Cheryl Cook, Philip Purciello, Michael Paine and Christopher Kelly. Others in attendance included: Thomas Cooke, Director of Administrative Services; Chief Kevin Kowalski, Gerry Toner, Director of Culture, Parks and Recreation, and other interested parties.

PLEDGE OF ALLEGIANCE

Everyone stood for the Pledge of Allegiance.

Ms. Heavner asked everyone to remain standing to take a moment of silence for 9/11.

PUBLIC HEARING

To receive public comment concerning the proposed Amendments to Simsbury Code of Ordinances, inserting a new Chapter 90 concerning the removal of vegetation and other obstructions from public and private fire hydrants

Robert Kalechman, 971 Hopmeadow Street, said it was his intent to read the enforcement provision and definition on the amendments to the Simsbury Code of Ordinances and his concern is that this is not constitutional.

Mr. Kalechman said safety should be first, but had concerns about people over 65 having to take care of the snow and other obstructions on their own. He doesn't want the elderly to be arrested because they can't take care of the property. He feels we shouldn't have a fine and punishment for this. He feels the Administration should direct the Chief of Police and Fire Marshall want needs to be done.

Joan Coe, 26 Whitcomb Drive, feels that neighbors should help neighbors clean their property. She feels the volunteer Fire Department should be shoveling the snow out of the way.

Mr. Kalechman said his intent is public safety and the safety of the elderly. We need to study the demographics to see how many seniors own these properties. He feels this needs to be re-worded.

CLOSE PUBLIC HEARING

Ms. Askham made a motion to close the Public Hearing at 7:10 p.m. Ms. Cook seconded the motion. All were in favor and the motion passed.

PUBLIC AUDIENCE

Ms. Coe, 26 Whitcomb Drive, said she is running for the First Selectman position and is very qualified for the job. She also spoke about Septemberfest and how she used the empty tent. She also spoke about the proposed Senior Community Center and C-Tech solar panels.

Amy McLean Sals, Democratic Party Chairperson, said it was her decision not to have someone in the tent on Sunday, of the Septemberfest, due to the weather.

Mr. Kalechman said he is also running for First Selectman, under the 1c petition, so he can clean-up the corruption in the 5th District. He spoke about a saying a commander said about not looking down on people unless you are going to help them up. He also spoke about the budget issues and the unsolved murder in Town.

Lisa Gray, Executive Director of the Chamber of Commerce, spoke about their upcoming activities, the new visitor center at the Chamber’s office, and their website Simsbury-coc.org.

PRESENTATIONS

Ms. Heavner said this is an annual week which celebrates the Constitution.

- **Proclamation - Constitution Week**

Ms. Heavner said Constitution Day is September 17th. The week of September 17-23 will be in observance of defending the Constitution.

Mr. Purciello read the following Proclamation:

WHEREAS, September 17, 2015, Constitution Day, marks the 228th anniversary of the signing of the Constitution of the United States of America; and,

WHEREAS, We the People did ordain and establish a Constitution for the United States of America to secure the blessings of liberty for ourselves and our posterity; and

WHEREAS, it is important that all citizens fully understand the provisions, principles and meaning of the Constitution, so they can support, preserve and defend it against encroachment; and

WHEREAS, the President and the Congress of the United States have designated September 17th through 23rd as Constitution Week; and

WHEREAS, Constitution Week provides the opportunity for all Americans to learn about and to reflect upon the rights and privileges of citizenship and its responsibilities; and

WHEREAS, the people of the Town of Simsbury do enjoy the blessings of liberty, the guarantee of the Bill of Rights, equal protection of the law under the Constitution, and the freedoms derived from it.

NOW, THEREFORE, LET IT BE KNOWN, I, Lisa L. Heavner, First Selectman of the Town of Simsbury, do hereby proclaim September 17-23, 2015 as

CONSTITUTION WEEK

And invite every citizen and institution to join in the national commemoration.

IN WITNESS THEREOF, I have placed my seal and the great seal of the Town of Simsbury.

Dated the 16th day of September 2015
Lisa L. Heavner, First Selectman

- **Special Olympics Medalist – Selina Derungs**

Ms. Heavner introduced Selina Derungs who is Simsbury’s Special Olympics Medalist. She said the Town is very proud of Ms. Derungs.

Ms. Derungs showed her three metals and said going to the Olympics in Los Angeles was a great experience.

FIRST SELECTMAN’S REPORT

Ms. Heavner reported that Eversource has agreed to establish a temporary staging area in Simsbury for staging its equipment, in the event of a natural weather disaster, at the Iron Horse Boulevard parking lots. She thanked everyone who worked on this project and for keeping the safety of Simsbury residents and businesses in the forefront of their initiatives.

Ms. Heavner said Septemberfest closed the season at the Simsbury Meadows Performing Arts Center. She thanked the not-for-profit organization with its volunteer Board of Directors, paid staff and volunteers for all their help throughout the season.

Ms. Heavner said the Simsbury Public Library held their used book sale on September 12-13. This event is put together by the Friends of the Simsbury Public Library and 100% of the proceeds go toward programs and services at the Library. She thanked everyone for their help and support.

Ms. Heavner said the Simsbury Woman’s Club annual Arts and Crafts Festival is being held on September 19-20 in the parking lots on Iron Horse Boulevard. Each year, the Club has been able to donate up to \$20,000 to non-profit, public service organizations. She thanked the Club’s volunteers for holding this wonderful event and doing so much for the community.

Ms. Heavner said the Simsbury Fly-in and Car Show is on Sunday, September 20th from 8 – 3. The Club reported that this is the largest event of its kind in New England. For more information, look on-line at www.simsburyflyin.com.

Ms. Heavner said the Senior Centers of Simsbury, Avon, Bloomfield, Canton and Newington have been working to create a monthly “LGBT Moveable Senior Center” day of programming. Opening day is September 24th at the Avon Senior Center. For more information, please send your name and email address to “kmarschall@simsbury-ct.gov”.

Ms. Heavner said September 24th our Senior Center and the Farmington Valley VNA will present a Wellness Fair in the Eno Memorial Hall Auditorium. If you need a flu shot, you need to make an appointment. Residents can also call the Senior Center at 860-658-3273.

Ms. Heavner said the Senior Center will be honoring all Veterans with a special luncheon on Thursday, October 1st at Eno Memorial Hall. Reservations are needed in advance by calling the Senior Center at 860-658-3273.

Ms. Heavner said that Realtor.com identifies West Simsbury as 43rd Hottest Residential Real Estate Market in the Nation. There is a wonderful article in HartfordBusiness.com on September 7th and she encouraged everyone to read it.

SELECTMEN ACTION

a) Possible Action on Amendments to Simsbury Code of Ordinances Chapter 90 Fire Hydrants

Mr. Kelly said this ordinance has worked well in other Towns. The intent is to have this as a vehicle so if other things, such as letters, don’t work they can use this to take action. The Board did receive two small edits on the ordinance.

Mr. Cooke noted that there should also be a change in §90-4 B.

Chief Kowalski said the proposed amendment to the Simsbury Code of Ordinances was approved by the Public Safety Committee. He said this is not an issue just about snow removal, but there are also shrubs, fencing, etc. that are in the way of some hydrants. He feels they need an enforcement process to help with these problems.

Mr. Askham made a motion approve the revised and proposed Town ordinance for fire hydrant maintenance with changes. Mr. Kelly seconded the motion. All were in favor and the motion passed.

b) Adopt Resolution authorizing the First Selectman to enter into an amended and restated Intergovernmental Consortium Agreement regarding the implementation of the Workforce Innovation and Opportunity Act of 2014

Alex Johnson, Executive Vice President and COO of Capital Workforce Partners gave some background on the Intergovernmental Consortium Agreement. He said there is no cost to the Town for this Innovation.

Mr. Askham made a motion to adopt the following resolution:

RESOLUTION AUTHORIZING CHIEF ELECTED OFFICIAL OR CHIEF EXECUTIVE OFFICER TO ENTER INTO AN AMENDED AND RESTATED INTERGOVERNMENTAL CONSORTIUM AGREEMENT ON BEHALF OF THE MUNICIPALITY OF SIMSBURY TO IMPLEMENT THE WORKFORCE INNOVATION AND OPPORTUNITY ACT OF 2014 IN ACCORDANCE WITH FEDERAL AND STATE LAW

WHEREAS, the 105th Congress of the United States of America enacted the federal Workforce investment Act of 1998 (“WIA”), for the purpose of providing workforce investment activities through statewide and local workforce systems; and

WHEREAS, pursuant to WIA, the Governor of the State of Connecticut created the North Central Region consisting of thirty-seven municipalities (the “Municipalities”), including the Municipality of Simsbury (the “Municipality”); and

WHEREAS, in or about 2003 the Municipalities entered into an Intergovernmental Consortium Agreement (the “Existing ICA”) to implement a local workforce system for the North Central Region, and;

WHEREAS, the 113th Congress of the United States of America enacted and President Obama signed into law on July 22, 2014 the federal Workforce innovation and Opportunity Act of 2014 (“WIOA”) to continue with certain changes the policies and programs created and administered under WIA, including the initial re-designation of the North Central Region as the North Central Connecticut Workforce Development Area (the “Local Area”); and

WHEREAS, the implementation of WIOA and the re-designation of the Local Area shall require amending the Existing ICA through the execution of an amendment creating an Amended and Restated Intergovernmental Consortium Agreement (the “New ICA”) among the Municipalities in the Local Area specifying among other things the powers and authority of the Consortium of

the Municipalities created thereby (the “Consortium”), the process for the selection of the members of the workforce development board, the designation of a grant recipient and of a sub grant recipient/administrative agency/fiscal agent and a statement of accountability for allocated federal workforce funds; and,

WHEREAS, the Municipality wishes to remain a part of the Consortium and the Local Area and to continue to receive funds under WIOA and other related workforce funding streams so as to provide workforce services to its constituents, by entering into a New ICA.

NOW THEREFORE BE IT RESOLVED, that the Municipality having complied with all of its municipal and other applicable requirements to enter into the New ICA, authorizes its chief elected official or chief executive officer to execute any amendment or other documents and to do such other lawful things as are necessary to enter into the New ICA on behalf of the Municipality; and

BE IT FURTHER RESOLVED, that the Municipality authorizes its designated representative to the Consortium to act for the Municipality on all Consortium matters as set out in the New ICA.

Signatures, Authorized Official – Title

Mr. Purciello seconded the motion. All were in favor and the motion passed.

c) Approve Tax Refunds

Ms. Heavner recused herself and turned the meeting over the Deputy First Selectman Askham. Mr. Kelly made a motion to approve tax refunds in the amount of \$8,296.90, as requested and approved by the Tax Collector. Ms. Cook seconded the motion. All were in favor and the motion passed. Ms. Heavner rejoined the meeting.

d) Approve Public Gathering Permit for VIE for the Kids 6K Trail Walk/Run on October 3, 2015 at Ethel Walker Woods

Mr. Toner said this is a great event that successfully raises funds for the Connecticut Children’s Medical Center.

Ms. Cook made a motion to approve the Public Gathering Permit application for VIE for the Kids 6K Trail Run/Walk on October 3, 2015 as described in the packet. Mr. Askham seconded the motion. All were in favor and the motion passed.

e) Approve Timber Harvest Bid for Onion Mountain Park

Ms. Heavner noted that she consulted with the Town Attorney and Mr. Purciello will be permitted to vote on this item. She also noted that there is a management plan for the Onion Mountain Park, which people can read on the Town’s website.

Mr. Toner said this is a resumption of this program, which was first addressed in the 1990’s and it is a good, healthy thing to do.

Mr. Kelly made a motion to approve the bid of and authorize entering into an agreement with DML Logging to harvest timber on 37 acres of Town owned land on Onion Mountain Park. Mr. Paine seconded the motion. All were in favor and the motion passed.

f) Approve Simsbury Chamber of Commerce License with The Simsbury Free Library for the Tourism Committee

Ms. Heavner noted that the Board allocated \$5,000 to the Tourism Committee to lease space and re-establish a presence for a Visitor’s Center.

Mr. Kelly made a motion to approve Simsbury Chamber of Commerce License with the Town of Simsbury for Space at the Simsbury Free Library for the Tourism Committee. Ms. Cook seconded the motion. All were in favor and the motion passed.

g) Approve Revocable Licensing Agreement with Eversource Energy for Emergency Staging Area

Ms. Heavner said she was pleased that Simsbury is going to be a staging area for Eversource to keep their vehicles here before storms. She thanked Town staff and everyone who worked very hard to find the staging area.

Mr. Askham made a motion to authorize the First Selectman to enter into the attached Revocable Licensing Agreement permitting Eversource Energy to use the Iron Horse Boulevard Parking Lots as an emergency staging area subject to final Town Attorney review and approval. Ms. Cook seconded the motion. All were in favor and the motion passed.

h) Approve First Amendment to Tier 1 Short Term Municipal Solid Waste Management Services Agreement and authorize the First Selectman to execute the document

Mr. Askham made a motion to table the discussion on the First Amendment to Tier 1 Short Term Municipal Solid Waste Management Services Agreement. Ms. Cook seconded the motion. All were in favor, with Mr. Paine abstaining. Therefore, the motion passed.

Mr. Kelly made a motion to amend the agenda to consider the Community Farm – Farm to Table Dinners request. Mr. Paine seconded the motion. All were in favor and the motion passed.

Mr. Cooke noted that this item was given to them a day or two ago and they are trying to help move the request forward as they didn't realize the needed to get permits and comply with Zoning regulations in order to get the dinners approved.

Mr. Askham made a motion to authorize Community Farm of Simsbury to hold two Farm to Table Dinners (September 24 & October 8, 2015) that will include serving alcohol or allowing participants to bring their own liquor for consumption on Town property. Approval is contingent on all necessary liquor permits and compliance with Zoning Regulations. Mr. Paine seconded the motion. All were in favor and the motion passed.

OTHER BUSINESS

a) Update on Senior Community Center Project

Ms. Heavner said there will be upcoming meetings to discuss program needs and other issues at the end of September.

APPOINTMENTS AND RESIGNATIONS

a) Appoint Rreze Grajcevci, Keith Penney and Naomi Garcia as student members to the Youth Services Advisory Board

Mr. Askham made a motion to appoint Rreze Grajcevci, Keith Penney and Naomi Garcia as student members to the Youth Services Advisory Board. Ms. Cook seconded the motion. All were in favor and the motion passed.

b) Acknowledge the resignation of Gregory W. Piecuch (R) as a regular member of the Zoning Board of Appeals effective September 1, 2015

Mr. Askham made a motion to acknowledge the resignation of Gregory W. Piecuch as a regular member of the Zoning Board of Appeals effective September 1, 2015 with our thanks. Ms. Cook seconded the motion. All were in favor and the motion passed.

c) Acknowledge the resignation of James Morrison (D) as an alternate member of the Conservation/Inland Wetlands & Watercourses Agency effective September 16, 2015

Mr. Askham made a motion to acknowledge the resignation of James Morrison (D) as an alternate member of the Conservation/Inland Wetlands & Watercourses Agency effective September 16, 2015 with our thanks. Mr. Kelly seconded the motion. All were in favor and the motion passed.

- d) Appoint James Morrison (D) as a regular member of the Conservation/Inland Wetlands & Watercourses Agency with an expiration date of January 1, 2018**

Mr. Kelly made a motion to appoint James Morrison as a regular member of the Conservation/Inland Wetlands & Watercourses Agency with an expiration date of January 1, 2018. Ms. Cook seconded the motion. All were in favor and the motion passed.

- e) Appoint Charles Haldeman (D) as an alternate member of the Conservation/Inland Wetlands & Watercourses Agency with an expiration date of January 1, 2018**

Mr. Purciello made a motion to appoint Charles Haldeman as an alternate member of the Conservation/Inland Wetlands & Watercourses Agency with an expiration date of January 1, 2018. Mr. Askham seconded the motion. All were in favor and the motion passed.

REVIEW OF MINUTES

- a) Regular Meeting of August 10, 2015** – no action was taken and therefore, the minutes were adopted.

SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS

1. Personnel:

a. Approval of Children’s Services Librarian Job Description

Mr. Kelly noted that the last update on this job description was in 1996.

Mr. Kelly made a motion to approve Job Description and Title Changes for the position of Children’s Services Librarian. Mr. Askham seconded the motion. All were in favor and the motion passed.

b. Approval of Library Page Job Description

Mr. Kelly noted that the Committee doesn’t know when the last update was done on this job description.

Mr. Kelly made a motion to approve Job Description Changes for the position of Library Page. Mr. Askham seconded the motion. All were in favor and the motion passed.

c. Approve Unaffiliated Compensation for Fiscal Year 2016

This agenda item was tabled.

2. **Finance** – there was no report at this time.
3. **Welfare** – there was no report at this time.
4. **Public Safety** - Mr. Kelly said there will be a Public Safety meeting tomorrow.
5. **Board of Education** - Mr. Kelly said they had their first meeting to discuss back to school. They have also started in the budget process.

There will be a joint meeting of the Board of Selectmen, Board of Education and Board of Finance to discuss expectations, goals and challenges ahead on October 6th at the Library. The public is welcome to attend the meeting.

ADJOURN

Mr. Askham made a motion to adjourn at 8:40 p.m. Ms. Cook seconded the motion. All were in favor and the motion passed.

Respectfully submitted,

Kathi Radocchio
Clerk