

Town of Morris

Board of Selectmen

Special Meeting Agenda

February 24, 2021, 3:00 PM

Zoom Meeting or In-Person

Morris Community Hall

Morris, CT

Join Zoom Meeting

<https://us02web.zoom.us/j/81598804272>

Meeting ID: 815 9880 4272

Passcode: 311057

Dial by your location

+1 929 205 6099 US (New York)

Received
Asst. Town Clerk
Susan J. Guilford
FEB 23 2021
11:13 A.M.

1. Call to order
2. Regular Meeting Minutes February 16, 2021
3. Discuss, vote and sign Warning of Annual Town Meeting
4. Appointment – Economic Development Commission
5. Morris Fire Company pension discussion
6. Budget Review
7. Public Comment (agenda items only)
8. Adjourn

Town of Morris

Board of Selectmen

Regular Meeting Minutes

Tuesday, February 16, 2021, 4:30 p.m.

Zoom Digital Meeting

Board Members Present: Tom Weik, Erica Dorsett. Vinnie Aiello was absent

- I. Call to Order by Tom Weik at 4:32 p.m.
- II. **Motion** made by Erica Dorsett to approve Regular Meeting Minutes of January 5, 2021. Tom Weik seconded. **Motion carried.**
- III. **Motion** made by Erica Dorsett to approve the following Abatement/Refund of property taxes as recommended by Tax Collector, Rebecca Juchert-Derungs in the total amount of \$5,623.61. Tom Weik seconded. **Motion carried.**

Parkhurst, Christopher & Ahsley - \$2,108.87
Pape, Anne Marie - \$3,514.74
- IV. Morris Fire Company Pension Plan discussion - It was agreed that the plan will be reviewed by the Board of Finance, Pension Commission and actuary.
- V. **Motion** made by Erica Dorsett to appoint Andrew Tita to the Beach & Recreation Commission to fill vacancy for a term ending 10/14/24. Tom Weik seconded. **Motion carried.**
- VI. Reviewed ordinance for Sale of Town Property (attached)
- VII. **Motion** made by Erica Dorsett to adjourn at 4:36 p.m. Tom Weik seconded. **Motion carried.**

Respectfully submitted,
Laurel Gillotti
Executive Assistant

**WARNING OF ANNUAL TOWN MEETING
TOWN OF MORRIS
Wednesday, March 10, 2021 at 7:00 p.m.**

The electors of the Town of Morris and those persons eligible to vote in Town Meetings in said Town, are hereby warned and notified to meet in the Morris Community Hall, 3 East Street, Morris, Connecticut on Wednesday, March 10, 2021 at 7:00 p.m. for the Annual Town Meeting following purposes:

1. To elect one (1) regular member to the Regional School District No. 6 Board of Education to fill a term expiring June 30, 2021.
2. To authorize the Board of Selectmen to enter into agreements with the State of Connecticut and or Federal Government to apply and accept any grants that may become available and to expend funds for fiscal year 2020-2021; provided, however no expenditure of Town funds may be made without approval of the Board of Finance for the fiscal year commencing July 1, 2020.
3. To take such action as the voters deem best with respect to the acceptance of the Town Auditor's Report for the fiscal year ending June 30, 2020.

Morris, Connecticut this 24th day of February, 2021.

Thomas Weik, First Selectman

Erica Dorsett, Selectman

Vincent Aiello, Selectman

Rules of Annual Town Meeting March 10, 2021

Health precautions: the meeting will follow all CDC, State of Connecticut Department of Public Health, and Torrington Area Health District protocol that are applicable. If the Morris Community Hall isn't adequate to hold number of occupants, the meeting will move to the James Morris School gymnasium located at 10 East Street, Morris, CT.

**Town of Morris
Morris Fire Company
Pension Plan**

Effective as of July 1, 2018

THE TOWN OF MORRIS FIRE COMPANY

PENSION PLAN

EFFECTIVE AS OF JULY 1, 2018

The Town of Morris Establishes a Plan for the administration and distribution of contributions made by the Town for the purpose of providing retirement benefits for eligible Volunteers. The provisions of this Plan apply solely to a volunteer whose service with the Town terminates on or after the Effective Date of the Plan. If a volunteer's service with the Town terminates prior to the Effective Date, that Volunteer is not entitled to any benefit under the plan.

SECTION 1

DEFINITIONS

As used herein, the words and phrases below shall have the following meanings.

- 1.1 "Accrued Benefit" means that annual retirement pension payable to a Participant on his/ her Normal Retirement Date which the Participant is deemed to have earned at any date prior thereto (hereinafter the "date of determination") which is that amount computed in Section 4.
- 1.2 "Actuarial Equivalent" means a benefit of equivalent value when computed based on the U.P 1984 Mortality Table and an eight percent (8%) pre and post-retirement interest assumption.
- 1.3 "Point" means a unit credit in accordance with the method explained in a schedule attached hereto.
- 1.4 "Annuity Starting Date" means the first day of the first period for which an amount is received as an annuity.
- 1.5 "Break-in-Service" means a Calendar Year during which a Participant does not accumulate the minimum point requirement as outlined in Appendix A.
- 1.6 "Effective Date of the Plan" means July 1, 2018.
- 1.7 "Volunteering" and "Volunteer" means any individual who is performing firefighting, administration, prevention, public relations, or emergency medical and rescue services and other related duties for the Town and who is an active member of the following Companies:
 - (a) Town of Morris Fire Company. Such Volunteer is permitted to only receive compensation in the form of reimbursement for (or a reasonable allowance for) reasonable expenses incurred in the performance of such services, and reasonable benefits and nominal fees for such services.
- 1.8 "Participant" means a Volunteer who is eligible to be and becomes a Participant pursuant to the provisions of Section 2 hereof.
- 1.9 "Plan" means The Town of Morris Fire Company Pension Plan.
- 1.10 "Plan Year" means the twelve (12) month period commencing each July 1 and ending the following June 30.
- 1.11 "Retirement" or "Retire" means a Volunteer's complete withdrawal from service as a Volunteer with The Town on one of the retirement dates specified in Section 3. A participant may remain an active Volunteer and begin to receive payments on one of the retirement dates specified in Section 3; however , the participant (excluding those

eligible for a Normal Retirement Pension under paragraph 4.2d will not accrue any future benefits once payments commence.

- 1.12 "Pension Commission" means the administering body appointed pursuant to Paragraph 8.1.
- 1.13 "Trust" means the fund known as the Town Of Morris Retirement Fund for volunteer Fire Fighters, maintained in accordance with the terms of the trust agreement, as amended from time to time, which constitutes a part of the Plan.
- 1.14 "Trustee" means the individuals or corporation appointed to administer the Trust.
- 1.15 "Year of Credited Service" means: a) for all Years prior to the Effective Date, the number of years credited for each Participant's past service (maximum 10 years), who are participants as listed on Appendix B and who accrue at least two (2) years of future service, as; and (b) for Years subsequent to the Effective Date, a year during which a Participant satisfies the minimum Point requirement as provided in Appendix A.
- 1.16 "Year of Eligibility Service" means the satisfaction of the Point requirements by a Volunteer during the twelve (12) consecutive month period beginning on the Volunteer's service or return to service commencement date, or in any plan year (commencing with the Plan Year which includes the anniversary date of such Volunteer's service or return service date).
- 1.17 "Year of Vesting Service" means: (a) for all Years prior to the Effective Date, the number of years credited for each Participant's past service (maximum 10 years) who are participants as listed on Appendix B and who accrue at least two (2) years of future service, as they are referred to in paragraph 1.7; and (b) for Years subsequent to the Effective date, a year during which a Participant satisfies the minimum Point requirement as provided in Appendix A.
- 1.18 "Town" means the Town of Morris.
- 1.19 "Disability" A participant who is totally and permanently disabled at any time, which disability results in his/her receiving a simultaneous disability pension under the Federal Social Security Act, as from time to time amended, and the applicable regulations thereunder, shall be eligible to receive a disability pension.

SECTION 2

PARTICIPATION

- 2.1 Each volunteer shall become a Participant in the Plan as of July 1st following the date on which he/she has completed one (1) Year of Eligibility Service and attainment of Age 18.
- 2.2 A Participant shall file such information as the Pension Committee shall require in order to establish and/or maintain his/her eligibility for a pension.
- 2.3 A Participant shall cease to be a Participant only as follows:
 - (a) If he/she dies prior to Retirement; or
 - (b) If he/she Retires under this Plan.

SECTION 3

RETIREMENT DATES

- 3.1 Normal Retirement Date: A Participant's Normal Retirement date is the date upon which he/she has both attained age sixty-five (65) and completed five (5) years (non-consecutive) of active participation, and a minimum of five (5) years of vesting service. A Participant shall be fully vested on his/her Normal Retirement Date.
- 3.2 Disability Retirement Date: A Participant's Disability Retirement Date is the Date upon which he/she (a) incurs a Disability as defined in paragraph 1.9, (b) has attained age fifty-five (55), and (c) has completed at least five (5) Years of Credited Service (non-consecutive).
- 3.3 Deferred Retirement Date: A participant may continue to volunteer beyond his/her Normal Retirement Date and continue to accrue additional benefits. If a participant elects to begin receiving his/her Normal or Deferred Retirement Pension and remains an active volunteer, the participant (excluding those eligible for a Normal Retirement Pension under paragraph 4.2 (d) will not accrue any future benefits once payments begin. **[There is no 4.2(d).]**

SECTION 4

AMOUNT OF PENSION

- 4.1 A participant shall not be entitled to payment of his/her Accrued Benefit until he/she meets the age and service requirements and has retired.
- 4.2 Normal Retirement Pension: The monthly normal retirement pension payable for the Participant's life commencing at Normal Retirement shall be the sum of the following amounts in (a) and (b) below:
- (a) Past Service: \$15.00 per month for each year of Credited Service since July 1, 2018 (as such prior service is determined in paragraph 1.15 (a), not to exceed ten (10) years (includes B); plus active members as listed in Appendix B.
 - (b) Future Service: \$15.00 per month for each year of Credited service subsequent to the Effective Date (as such subsequent service is determined in paragraph 1.15(b)).
 - (c) For any member whose normal retirement date is defined under paragraph 3.1(a), the monthly normal retirement pension payable for the Participant's life commencing at Normal retirement shall be the sum of the following amounts in (i) and (ii), below:
 - (i) \$15.00 per month for each year of Credited service since July 1, 2018 (as such prior service is determined in paragraph 1.15(a)), not to exceed (2) years: plus
 - (ii) \$15.00 per month for each year of Credited Service subsequent to the Effective date (as such subsequent service is determined in paragraph 1.15(b)).
- 4.3 Disability Retirement Pension: The amount of Disability Retirement Pension is an amount computed in accordance with the formula in paragraph 4.2 based on his/her accrued benefit, calculated using his/her Years of Credited Service to his/her Disability Retirement Date; provided however that the benefit shall be reduced by 1/15 for the first 5 years and 1/30 for the next 5 years that disability retirement precedes Normal Retirement.

Disability Pension benefits shall be terminated:

- (a) If the retired Participant engages in any regular gainful occupation or employment for remuneration or profit (except for purposes of rehabilitation);
- (b) It is determined on the basis of a medical examination that he/she has sufficiently recovered to return to any regular work for the Town and refuses an offer of employment by the Town: or

- (c) If he/she refuses to undergo a medical examination, provided that he/she may not be required to undergo medical examination more than semi-annually.

On and after retirement of age sixty-five (65), the existence of Disability shall not be a factor in determining such Participants rights under the plan.

- 4.4 Deferred Retirement Pension: The amount of deferred retirement pension is an amount computed in accordance with the formula in paragraph 4.2 based upon Years of Credited Service at the Deferred Retirement Date as defined in paragraph 3.3 and payable at the Deferred Retirement Date, not to exceed 30 years.
- 4.5 The Trustee will retain in the Trust all amounts representing the nonvested Accrued Benefit of Participants who have terminated service. Forfeited Accrued Benefits shall not be used to increase the benefits of other Participants but instead will be used to reduce the Town's contribution for future Plan Years.
- 4.6 Limitation on Accruals: In no event may the aggregate amount of length of service awards accruing with respect to any year of service exceed \$6000 or such higher amount as adjusted under Internal Revenue Code Section 457(e)(11)(B)(ii). In determining whether this limit is met, the \$6000 limit shall apply to the actuarial present value of the aggregate amount of length of service awards accruing with respect to any year of service. Such actuarial present value shall be calculated in accordance with Internal Revenue Code §457(e)(11)(B)(iv) which requires the use of reasonable assumptions and methods, and assuming payment will be made under the most valuable form of payment under the plan with payment commencing at the later of the earliest age at which unreduced benefits are payable under the plan or the Participants' age at the time of calculation.

SECTION 5

VESTING

5.1 For each Year of Vesting Service, a Participant's nonforfeitable percentage of his/her Accrued Benefit equals the percentage in the following vesting schedule:

<u>Years of Vesting Service</u>	<u>Nonforfeitable Percentage</u>
Less than 5	0%
5 Years	100%

SECTION 6

OPTIONAL FORMS OF PENSION AFTER RETIREMENT

- 6.1 A Participant shall specify in his/her application to the Pension Committee whether he/she is applying for a Normal Retirement Pension, Deferred Retirement Pension or Disability Retirement Pension.
- 6.2 No application for a pension shall be accepted unless the Participant specifies in his/her application one of the following options to be effective as of his/her Annuity Starting Date.
- a) Joint and Full (100%) Survivor Option: An actuarially reduced pension shall be paid to the Participant, after all the conditions of Retirement and eligibility have been satisfied and continued each month for life with the provision that after his/her death such reduced pension shall be continued to be paid monthly to his/her spouse.
 - b) Joint Contingent Survivor Option: An actuarially reduced pension shall be paid to the Participant, after all the conditions of Retirement and eligibility have been satisfied and continued each month for life with the provision that after his/her death pension shall be continued to be paid monthly to his/her spouse.
 - c) Straight-Life Option (Normal Form of Payment): A pension shall be paid to the Participant , after all the conditions of Retirement and Eligibility have been satisfied and continued each month for life with the provisions that the last payment on his/her behalf shall be for the month in which death occurs.
 - d) Lifetime Pension with 120 Payments Guaranteed Option: An actuarially reduced pension shall be paid to the Participant after all the conditions of Retirement and Eligibility have been satisfied, and continued each month for life with the provision that after his/her death and before 120 monthly payments have been received by the Participant such reduced monthly pension shall be continued to his/her beneficiary or beneficiaries until the total number of pension payments on behalf of the Participant shall equal 120. In the event the Participant dies within the guaranteed pension payment period without leaving a surviving beneficiary or in the event the beneficiary or beneficiaries survive the participant but nevertheless all have died within the guaranteed pension payment period, then the Actuarial Equivalent of the then remaining guaranteed monthly payments shall be payable to the estate of the last surviving Participant or beneficiary, as the case may be.

- 6.3 The following rules and requirements must be in order for optional forms of pension to be applicable.
- (a) If the Joint and Survivor Option is elected, the sex and date of birth of the Beneficiary must be stated on the election form, and proof of said date of birth acceptable to the Pension Committee must be submitted within ninety (90) days after the election if filed.
 - (b) An option election may not be made nor will it be accepted by the Pension Committee, or if accepted it shall become null and void, if the pension to any payee under the selected option would be less than twenty-five dollars (\$25) per month.
 - (c) If the Participant dies prior to the Annuity Starting Date of the option, or if the Joint and Survivor Option is elected and the beneficiary dies before the Annuity Starting Date, the election shall become null and void. If a Lifetime Pension with 120, Payments Guaranteed Option is elected and the designated beneficiary dies prior to the effective date, the Participant may cancel the option or name a new beneficiary within sixty (60) days.
 - (d) The election under paragraph 6.2 may be canceled or modified any time prior to the Annuity Starting Date; thereafter, no change or modification may be made except that, in the case of a Lifetime Pension with 120 Payments Guaranteed Option, the designated beneficiary or beneficiaries can be changed at any time.
- 6.4 Notwithstanding the foregoing, if the Actuarial Equivalent of a Participant's Accrued Benefit does not exceed \$3,500 the Pension Committee may immediately distribute the Accrued Benefit in lump sum on the Annuity Starting Date.
- 6.5 The Pension Committee may, where required by law, grant a revision of the form of pension. If the revision is granted the amount of any further pension payments shall be actuarially modified to reflect payments that were made before the effective date of the revision.
- 6.6 Upon the death of a vested Participant, the death benefit payable shall be an actuarially equivalent lump sum payable to the participant's beneficiary as if the participant had retired. If there is no named beneficiary, then to the participant's estate. Each vested Participant may designate a person or persons as his beneficiary on a form provided by the Pension Committee. Each beneficiary designation shall revoke all prior designations.

SECTION 7

PAYMENT OF PENSIONS

- 7.1 Each application for any pension under the Plan shall be made in writing on a form provided by the Pension Committee and shall be filed with the Pension Committee. No application shall be valid until approved by the Pension Committee. A condition precedent to the payment of any Accrued Benefit under the Plan is the approval of the application by the Pension Committee. The Pension Committee may require any applicant to furnish to it such pertinent information as in its discretion it shall require.
- 7.2 Pension payments to Participants shall be in monthly installments. Participants shall be entitled to pension payments beginning in the month immediately following Retirement.
- 7.3 The Pension Committee may require any recipient of a benefit to furnish such pertinent information as it shall require and shall withhold payment of all benefits until such information has been received.
- 7.4 If the Pension Committee shall find that any person to whom a pension or benefit is payable under this Plan is adjudged incompetent, any payment due him/her (unless a prior claim shall have been made by a duly appointed guardian, committee, or other legal representative) shall be made payable to his/her duly appointed guardian. Any such payment shall be a complete discharge of any liability under this Plan in respect of the amount of pension or benefit so paid.
- 7.5 No pension or benefit payable at any time under this plan shall be subject to any manner to alienation, sale, transfer, assignment, pledge, attachment, or encumbrance of any kind. Any attempt to alienate, sell, transfer, assign, pledge, or otherwise encumber any such pension or benefit, whether presently or thereafter payable, shall be void. No pension or benefit, in any manner, shall be liable for or subject to the debts or liabilities of any Participant included in this Plan or of any designated beneficiary. If any Volunteer included in this Plan or any Participant or designated beneficiary shall attempt to or shall alienate, sell, assign, pledge, or otherwise encumber his/her rights, pension or benefits under this Plan or any part thereof, or if by reason of bankruptcy or otherwise the rights, pension or benefits of any Participant included in this Plan or of any designated beneficiary would devolve upon anyone else or would not be enjoyed by him/her, then Pension Committee, in its discretion, may terminate his/her interest in any such right, pension or benefit and hold or apply it for his/her use or account or for the use or account of his/her spouse, children or other dependents or any of them in such manner as the Pension Committee deems proper.

SECTION 8

ADMINISTRATION OF THE PLAN

- 8.1 The general administration of the Plan and the responsibility for carrying out the provisions of the Plan shall be placed in the Pension Committee, consisting of three (3) members, but excluding any member of this Plan. The members of the Pension Committee shall be appointed by unanimous vote of the Selectmen. All members shall be appointed for three (3) year terms, except initially they shall be appointed for three, two, and one-year terms and the term of each member shall continue until his/her successor is appointed and has qualified. The members of the Pension Committee shall annually select one of their members to act as Chairman. Members of the Pension Committee shall serve without compensation for acting as such.
- 8.2 The Pension Committee may construe this Plan and its constructions hereof and action herein in good faith shall be final and conclusive. It may correct any defect or supply any omission or reconcile any inconsistency in such manner and to such extent as it shall deem expedient to carry the same into effect.
- 8.3 The Pension Committee shall provide rules and regulations consistent with the terms and provisions hereof for the administration of the Plan and from time to time may amend or supplement such rules and regulations.
- 8.4 The Pension Committee may retain employees, agents, actuarial advisors and counsel who may, but need not be, counsel for the Town.
- 8.5 The Pension Committee shall act by a majority vote of its members at a meeting.
- 8.6 The Pension Committee may authorize one of its members or elect a Secretary to perform routine acts and to sign documents in its behalf.
- 8.7 The Pension Committee will have access to fire department records and may audit them at any time.

SECTION 9

MISCELLANEOUS PROVISIONS

- (a) The Town of Morris expressly reserves the right to amend, modify, suspend, or terminate the Plan by action of its voters at a duly called Town meeting. No such action shall adversely affect the benefits of the Employees already retired and securing benefits, nor may the benefits granted to any vested Participant be diminished or eliminated, as provided in Connecticut General Statutes 7-148(c)(5).
- (b) Rights and interest in plan. This pension plan has been established for the exclusive benefit of the participants and their beneficiaries. Except to the extent permitted in this Plan, no funds contributed to or held by the Trustee hereunder shall at any time revert to, or be used or be enjoyed by, the Town, except as provided in the Trust, nor shall any such funds or assets at any time be used other than for the benefit of the participants or their beneficiaries, except as provided in such Trust. **[See memo regarding trust]**
- (c) Obligation of Town to retain volunteer firefighters. Participation hereunder shall not give any participant the right to be retained in the service of the Town nor shall it confer on any participant or beneficiary any other right or interest in the pension plan other than that which is herein provided.
- (d) Satisfaction of Claims. Any payment to any participant, or to his/her legal representative or beneficiary, in accordance with the provisions of this pension plan, shall to the extent thereof be in full satisfaction of all claims hereunder against the trustee, the Pension Committee, and the Town, any of whom may require such participant, legal representative or beneficiary, as a condition precedent to such payment, to execute a receipt and release therefor in such form as shall be determined by the trustee, their Pension Committee or the Town, as the case may be.
- (e) Transfer or alienation of rights. No benefits under this pension plan shall be subject in any manner to be anticipated, alienated, sold, transferred, assigned, pledged, encumbered, or changed, and any attempt to do so anticipate, alienate, sell, transfer, assign, pledge, encumber or change the same shall be void; nor shall any such benefits in any manner be liable for or subject to the debts, contracts, liabilities, engagement or torts of the person entitled to such benefits as herein provided for him/her.

<u>MFC POINT SYSTEM</u>		
Activity	Points	Min for abatement/pension (annual)*
Departmental Meeting	2	3
Monthly Drill	2	4
Emergency	2	10
Events/ Fundraising	2	
Misc	1	
Training **	1	8
Work Night	2	3
Appointed Position	12	
Committee Chair	10	
Committee Member	6	
Committee Meeting	1	
Total		100

*Jan 1st – Dec 31st

100 points total, 3 meetings, 4 drills, 10 calls, 16 hours of training and 3 work nights.

** 1 point for every 2 hours of training

For pension 100 points active member.