

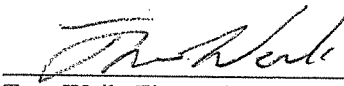
**WARNING OF SPECIAL TOWN MEETING  
TOWN OF MORRIS**

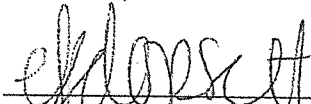
**Wednesday, May 5, 2021 at 7:00 P.M.**

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, May 5, 2021 at 7:00 p.m. for the Special Town Meeting pursuant to Governor's Executive Order 7JJ, Section 4 and Executive Order 11, and be conducted in accordance with COVID-19 public health guidelines for the following purposes:

1. To consider and approve the Transfer Station Wall Replacement project, to authorize the use of Small Town Economic Assistance Program ("STEAP") funds not to exceed the amount of \$128,205.00 for said project, to appropriate a sum not to exceed \$296,275.00 to cover the balance of the cost of said project, and to authorize the First Selectman to execute such documents and to act as needed to effectuate such.
2. To consider and adopt an Ordinance Concerning the Town of Morris Fire Company Pension Plan.
3. To consider and adopt an Ordinance for the Sale of Town Owned Personal Property.

Morris, Connecticut this 27<sup>th</sup> day of April, 2021.

  
\_\_\_\_\_  
Tom Weik, First Selectman

  
\_\_\_\_\_  
Erica Dorsett

\_\_\_\_\_  
Vinnie Aiello

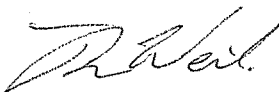
**RETURN NOTICE  
TOWN OF MORRIS  
OFFICE OF THE FIRST SELECTMAN**

STATE OF CONNECTICUT

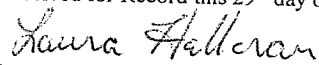
COUNTY OF LITCHFIELD

) ss: Morris

THIS IS TO CERTIFY in compliance with CGS revised 2002, ss 7-3 and 7-4 that I the undersigned First Selectman of the Town of Morris, Have posted upon the sign post of this Town, and such other places designated by this Town, a signed copy of the foregoing Warning of Town Meeting ; that I have caused the same to be published in the Republican American, a newspaper having a circulation in this Town; that I have filed a duplicate copy of the same with the Town Clerk for proper recording; and that these acts were done, or caused to be done, by me at least five (5) days prior to the date set in the Warning for the holding of the Town Meeting.

  
\_\_\_\_\_  
Tom Weik, First Selectman

Received for Record this 29<sup>th</sup> day of April, 2021.

  
\_\_\_\_\_  
Laura Halloran  
Town Clerk

**TOWN OF MORRIS  
SPECIAL TOWN MEETING  
MAY 5, 2021**

**ORDINANCE CONCERNING THE TOWN OF MORRIS  
FIRE COMPANY PENSION PLAN**

**Section 1. Authority.**

This ordinance is adopted pursuant to Connecticut General Statutes §7-148(c)(5)(A) and §7-450 (b), as amended.

**Section 2. Amendments to Code of Ordinances.**

The Code of Ordinances of the Town of Morris, Chapter 30, Organizations, Officials, and Employees, is amended by adding a new Article as follows:

**Article 30.31. Morris Fire Company Pension Plan.**

**§30.31A. Establishment of Morris Fire Company Pension Plan**

Pursuant to CGS §7-148(c)(5)(A), the Town sponsors the Morris Fire Company Pension Plan as set forth in the Plan, established effective July 1, 2018 and as restated January 1, 2021, as amended from time to time.

**§30.31B. Establishment of Trust for Morris Fire Company Pension Plan.**

Pursuant to CGS §7-450(b), the Town hereby authorizes the establishment of a Grantor Trust, within the meaning of the Internal Revenue Code of 1986 and IRS regulations, to hold the assets and investments related to, and required by, the Morris Fire Company Pension Plan, which pursuant to such Trust shall remain available to creditors of the Town in the event of insolvency, as defined in the Trust. The Trust shall be prepared and entered into by the Board of Selectmen on behalf of the Town of Morris as the Grantor of the Trust and sponsor of the Morris Fire Company Pension Plan.

**§30.31C. Pension Committee.**

The Morris Fire Company Pension Plan and Trust shall be administered by the Morris Pension Committee established pursuant to Ordinance 30.25, which Committee shall serve as Administrator of the Plan and Trustee of the Trust.

**Section 3. Effective Date.**

This ordinance shall take effect fifteen (15) days after publication of a summary of its provisions pursuant to Connecticut General Statutes, §7-157(b).

Adopted by Town meeting on \_\_\_\_\_, \_\_\_\_\_, 2021.  
Published in the \_\_\_\_\_, on \_\_\_\_\_, \_\_\_\_\_, 2021.  
Effective date: \_\_\_\_\_, \_\_\_\_\_, 2021.  
Recorded in the Morris Town Records: Vol. \_\_\_\_\_, Pg. \_\_\_\_\_.

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

**Effective as of July 1, 2018  
As Amended and Restated  
January 1, 2021**

**THE TOWN OF MORRIS FIRE COMPANY  
PENSION PLAN  
EFFECTIVE AS OF JULY 1, 2018  
AMENDED AND RESTATED JANUARY 1, 2021**

**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: 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: 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 1<sup>st</sup> 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 1.19, (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 in accordance with Section 4.4. If a participant elects to begin receiving his/her Normal or Deferred Retirement Pension and remains an active volunteer, the participant will not accrue any future benefits once payments begin.



## 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 \$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).
- 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. No further accrual will occur once a Participant elects to commence benefits.
- 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, who in such approval process shall rely on the retained actuary pursuant to Section 8.4. 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. Once the requirements of the Pension Committee, in reliance upon the actuary, are met, the Pension Committee will forward the instructions for payment to the Town Treasurer.
- 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 of 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

- 9.1 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).
- 9.2 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.
- 9.3 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.
- 9.4 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.
- 9.5 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.

## Appendix A

<u>MFC POINT SYSTEM</u>	
<u>Activity</u>	<u>Points</u>
Department Meeting	2
Monthly Drill	2
Emergency	2
Events/ Fundraising	2
Miscellaneous	1
Training	1 point for every two hours.
Work Night	2
Elected Position	12
Committee Chair	10
Committee Member	6
Committee Meeting	1
100 points needed to qualify for the pension (Active members only)	

## Trust for Morris Fire Company Pension Plan

This Agreement ("Trust Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the Town of Morris, Connecticut, a municipality ("Town") and the Town of Morris Pension Committee a Committee established pursuant to Ordinance ("Trustee"). [See memo about corporate trustee.]

WHEREAS, Town has adopted a length of service awards program specifically, the Morris Fire Company Pension Plan for the Town of Morris, which Plan was originally effective July 1, 2018, and restated January 1, 2021 ("Plan");

WHEREAS, Town has incurred or expects to incur liability under the terms of the Plan with respect to the Volunteers participating in the Plan;

WHEREAS, Town wishes to establish a trust and in accordance with Connecticut General Statutes 7-450(b), has adopted an Ordinance, authorizing such trust, (hereinafter called "Trust") and to contribute to the Trust assets that shall be held therein, subject to the claims of Town's creditors in the event of Town's Insolvency, as herein defined, until paid to Plan Participants and their beneficiaries in such a manner and at such times as specified in the Plan;

WHEREAS, it is the intention of the parties that this Trust shall constitute an unfunded arrangement and shall not affect the status of the Plan as an unfunded plan maintained for the purpose of providing deferred compensation; and

WHEREAS, it is the intention of Town to make contributions to the Trust to provide itself with a source of funds to assist in the meeting of its liabilities under the Plan.

NOW, THEREFORE, the parties do hereby establish the Trust and agree that the Trust shall be comprised, held and disposed of as follows:

1. Establishment of Trust.

(a) Town hereby deposits with Trustee in trust \$\_\_\_\_\_, which shall become the principal of the Trust to be held, administered and disposed of by Trustee as provided in this Trust Agreement.

(b) The Trust hereby established shall be revocable by Town. The Trust shall become irrevocable only upon approval by an ordinance adopted by the Town.

(c) The Trust is intended to be a Grantor Trust, of which Town is the Grantor, within the meaning of subpart E, part I, subchapter J, chapter 1, subtitle A of the Internal Revenue Code of 1986, as amended ("Code"), and shall be construed accordingly.

(d) The principal of the Trust and any earnings thereon shall be held separate and apart from other funds of Town and shall be used exclusively for the uses and purposes of Plan Participants and general creditors as herein set forth. Plan Participants and their beneficiaries shall have no preferred claim on, or any beneficial ownership interest in, any assets

of the Trust. Any rights created under the Plan and this Trust Agreement shall be mere unsecured contractual rights of Plan Participants and their beneficiaries against Town. Any assets held by the Trust will be subject to the claims of Town's general creditors under federal and state law in the event of Insolvency, as defined in Section 3(a) herein.

(e) Town, in its sole discretion, may at any time, or from time to time, make additional deposits of cash or other property in trust with Trustee to augment the principal to be held, administered and disposed of by Trustee as provided in this Trust Agreement. Neither Trustee nor any Plan participant or beneficiary shall have any right to compel such additional deposits.

(f) Within ninety days following the end of the Plan Year, as defined in the Plan, ending after the Trust has become irrevocable pursuant to Section 1(b) hereof, Town shall be required to irrevocably deposit additional cash or other property to the Trust in an amount sufficient to pay each Plan participant or beneficiary the benefits payable pursuant to the terms of the Plan as of the close of the Plan Year.

## 2. Payments to Plan Participants and Their Beneficiaries.

(a) Town shall deliver to Trustee a schedule (the "**Payment Schedule**") that indicates the amounts payable in respect of each Plan participant (and his or her beneficiaries), that provides a formula or other instructions acceptable to Trustee for determining the amounts so payable, the form in which such amounts are to be paid (as provided for or available under the Plan), and the time of commencement for payment of such amounts. Except as otherwise provided herein, Trustee shall make payments to the Plan Participants and their beneficiaries in accordance with such Payment Schedule. Town shall provide Trustee with written instructions as to the aggregate amount of any federal, state and local taxes that may be required to be withheld with respect to the payment of benefits from the Trust, and Trustee shall remit such amounts to Town for payment and reporting to the appropriate taxing authorities by Town.

(b) The entitlement of a Plan participant or his or her beneficiaries to benefits under the Plan shall be determined by the Pension Committee, and any claim for such benefits shall be considered and reviewed under the procedures set out in the Plan.

(c) Town may make payment of benefits directly to Plan Participants or their beneficiaries as they become due under the terms of the Plan. Town shall notify Trustee of its decision to make payment of benefits directly prior to the time amounts are payable to participants or their beneficiaries. In addition, if the principal of the Trust, and any earnings thereon, are not sufficient to make payments of benefits in accordance with the terms of the Plan, Town shall make the balance of each such payment as it falls due. Trustee shall notify Town where principal and earnings are not sufficient.

## 3. Trustee Responsibility Regarding Payments to Trust Beneficiary When Town Is Insolvent.

(a) Trustee shall cease payment of benefits to Plan Participants and their beneficiaries if the Town is Insolvent. Town shall be considered "Insolvent" for purposes of this Trust Agreement if (i) Town is unable to pay its debts as they become due, or (ii) Town is

subject to a pending proceeding as a debtor under the United States Bankruptcy Code, Chapter 9, which can only occur under Connecticut General Statutes, Section 7-566, with the consent of the Governor.

(b) At all times during the continuance of this Trust, as provided in Section 1(c) hereof, the principal and income of the Trust shall be subject to claims of general creditors of Town under federal and state law as set forth in paragraphs (c) through (g) below:

(c) The Board of Selectmen of the Town shall have the duty to inform Trustee in writing of Town's Insolvency. If a person claiming to be a creditor of Town alleges in writing to Trustee that Town has become Insolvent, Trustee shall determine whether Town is Insolvent and, pending such determination, Trustee shall discontinue payment of benefits to Plan Participants or their beneficiaries;

(d) Unless Trustee has actual knowledge of Town's Insolvency, or has received notice from Town or a person claiming to be a creditor alleging that Town is Insolvent, Trustee shall have no duty to inquire whether Town is Insolvent. Trustee may in all events rely on such evidence concerning Town's solvency as may be furnished to Trustee and that provides Trustee with a reasonable basis for making a determination concerning Town's solvency;

(e) If at any time Trustee has determined that Town is Insolvent, Trustee shall discontinue payments to Plan Participants or their beneficiaries and shall hold the assets of the Trust for the benefit of Town's general creditors. Nothing in this Trust Agreement shall in any way diminish any rights of Plan Participants or their beneficiaries to pursue their rights as general creditors of Town with respect to benefits due under the Plan or otherwise; and

(f) Trustee shall resume the payment of benefits to Plan Participants or their beneficiaries in accordance with Section 2 of this Trust Agreement only after Trustee has determined that Town is not Insolvent (or is no longer Insolvent).

(g) Provided that there are sufficient assets, if Trustee discontinues the payment of benefits from the Trust pursuant to Section 3(a) hereof and subsequently resumes such payments, the first payment following such discontinuance shall include the aggregate amount of all payments due to Plan Participants or their beneficiaries under the terms of the Plan for the period of such discontinuance, less the aggregate amount of any payments made to Plan Participants or their beneficiaries by Town in lieu of the payments provided for hereunder during any such period of discontinuance.

4. Payments to Town. Except as provided in Section 2(a) with respect to remittance to Town of withheld taxes and Section 3 hereof, after the Trust has become irrevocable, Town shall have no right or power to direct Trustee to return to Town or to divert to others any of the Trust assets before all payments of benefits have been made to Plan Participants and their beneficiaries pursuant to the terms of the Plan.

5. Investment Authority. Town, under the terms of the Plan, has the power to direct Trustee in the investment, reinvestment, or disposition of all the assets of the Trust. Trustee will invest the Trust assets and dispose of the Trust assets, only as directed in writing by Town or the designated investment manager or managers, as applicable. Town will have complete discretion

with respect to the investment of the Trust assets, and no Plan participant shall have any right to direct Trustee as to the investment of the Trust assets. Trustee will not be liable for any action taken or omitted by it pursuant to the written directions of Town. All rights associated with the assets of the Trust shall be exercised by Town or an investment manager, whichever has investment discretion over a particular asset, and shall in no event be exercisable by or at the discretion of Plan Participants. Trustee shall have no discretionary investment duties with respect to the Trust and shall not be responsible or liable for any reduction of value of any securities or other property held by the Trust.

6. Disposition of Income. During the term of this Trust, all income received by the Trust, net of expenses and taxes, shall be accumulated and reinvested.

7. Accounting by Trustee.

(a) Trustee shall keep accurate and detailed records of all investments, receipts, disbursements and all other transactions required to be made, including such specific records as shall be agreed upon in writing between Town and Trustee. Within ninety days following the close of each Town fiscal year, ending June 30, and within ninety days after the removal or resignation of Trustee, Trustee shall deliver to Town a written account of its administration of the Trust during such year or during the period from the close of the last preceding year to the date of such removal or resignation, setting forth all investments, receipts, disbursements and other transactions effected by it, including a description of all securities and investments purchased and sold with the cost or net proceeds of such purchases or sales (accrued interest paid or receivable being shown separately), and showing all cash, securities and other property held in the Trust at the end of such year or as of the date of such removal or resignation, as the case may be.

(b) All accounts, books and records relating to the Trust shall be open to inspection and audit at all reasonable times by any person designated by Town. All such accounts, books and records shall be preserved for such period as Trustee may determine consistent with applicable law, but Trustee may only destroy such accounts, books, and records after first notifying Town in writing of its intention to do so and providing Town at least ninety days to request that Trustee transfer any of such accounts, books, and records to Town.

(c) In the event of removal or resignation of Trustee, Trustee shall deliver to the successor trustee all records which shall be required by the successor trustee to enable it to carry out the provisions of this Trust Agreement.

(d) Trustee shall prepare and file such tax reports and other returns as Town and Trustee may from time to time agree in writing.

8. Responsibility of Trustee.

(a) Trustee shall act with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims, provided, however, that Trustee shall incur no liability to any person for any action taken

pursuant to a direction, request or approval given by Town which is contemplated by, and in conformity with, the terms of the Plan or this Trust and is given in writing by Town. The Town has determined that the investment of assets in accordance with the terms of the Plan meets the requirements of the CT Uniform Prudent Investment Act as set forth in Connecticut General Statutes sections 45a-541 to 45a-551. In the event of a dispute between Town and a party, Trustee may apply to a court of competent jurisdiction to resolve the dispute.

(b) If Trustee undertakes or defends any litigation arising in connection with this Trust, Town agrees to indemnify Trustee against Trustee's costs, expenses and liabilities (including, without limitation, attorneys' fees and expenses) relating thereto and to be primarily liable for such payments. If Town does not pay such costs, expenses and liabilities in a reasonably timely manner, Trustee may obtain payment from the Trust.

(c) Trustee may consult with legal counsel (who may also be counsel for Town generally) with respect to any of its duties or obligations hereunder.

(d) Trustee may hire agents, accountants, actuaries, investment advisors, financial consultants or other professionals to assist it in performing any of its duties or obligations hereunder.

(e) Trustee shall have, without exclusion, all powers conferred on Trustees by applicable law, unless expressly provided otherwise herein, provided, however, that if an insurance policy is held as an asset of the Trust, Trustee shall have no power to name a beneficiary of the policy other than the Trust, to assign the policy (as distinct from conversion of the policy to a different form) other than to a successor trustee, or to loan to any person the proceeds of any borrowing against such policy.

(f) Notwithstanding any powers granted to Trustee pursuant to this Trust Agreement or to applicable law, Trustee shall not have any power that could give this Trust the objective of carrying on a business and dividing the gains therefrom, within the meaning of Section 301.7701-2 of the Procedure and Administrative Regulations promulgated pursuant to the Internal Revenue Code.

9. Compensation and Expenses of Trustee. Town shall pay all administrative expenses of the Trust and Trustee's fees and expenses as mutually agreed. If not so paid, the fees and expenses shall be paid from the Trust provided, however, Trustee shall not be paid out of the Trust unless either authorized to do so by Town or at least 90 days have elapsed since a claim for compensation or reimbursement was submitted to Town and Town has not objected to the claim.

10. Resignation and Removal of Trustee.

(a) Trustee may resign at any time by written notice to Town, which shall be effective thirty days after receipt of such notice unless Town and Trustee agree otherwise.

(b) Subject to modification of the Town Ordinance appointing the Trustee, Trustee may be removed by Town on thirty days' notice or upon shorter notice accepted by Trustee.

(c) Upon resignation or removal of Trustee and appointment of a successor trustee, all assets shall subsequently be transferred to the successor trustee. The transfer shall be completed within thirty days after receipt of notice of resignation, removal or transfer, unless Town extends the time limit.

(d) If Trustee resigns or is removed, a successor shall be appointed, in accordance with Section 11 hereof, by the effective date of resignation or removal under Section 10(a) or Section 10(b) of this section. If no such appointment has been made, Trustee may apply to a court of competent jurisdiction for appointment of a successor or for instructions. All expenses of Trustee in connection with the proceeding shall be allowed as administrative expenses of the Trust.

(e) In the event of such removal or resignation, Trustee shall duly file with Town a written account as provided in Section 7 for the period since the last previous annual accounting, listing Trust investments, receipts, disbursements and other transactions effected by the Trust not included in any previous account and indicating all cash, securities and other property held in Trust as of the date of such removal or resignation.

11. Appointment of Successor.

(a) If Trustee resigns or is removed in accordance with Section 10(a) or Section 10(b) hereof, Town in accordance with a duly adopted Ordinance, may appoint any third party, including a bank trust department or other party that may be granted corporate trustee powers under state law, as a successor to replace Trustee upon resignation or removal. The appointment shall be effective when accepted in writing by the new trustee, who shall have all of the rights and powers of the former Trustee, including ownership rights in the Trust assets. The former Trustee shall execute any instrument necessary or reasonably requested by Town or the successor trustee to evidence the transfer.

(b) The successor trustee need not examine the records and acts of any prior Trustee and may retain or dispose of existing Trust assets, subject to Section 7 and Section 8 hereof. The successor trustee shall not be responsible for and Town shall indemnify and defend the successor trustee from any claim or liability resulting from any action or inaction of any prior Trustee or from any other past event, or any condition existing at the time it becomes successor trustee.

12. Amendment or Termination.

(a) This Trust Agreement may be amended by a written instrument executed by Trustee and Town. Notwithstanding the foregoing, no such amendment shall conflict with the terms of the Plan or shall make the Trust revocable after it has become irrevocable in accordance with Section 1(b) hereof.

(b) The Trust shall not terminate until the date on which Plan Participants and their beneficiaries are no longer entitled to benefits pursuant to the terms of the Plan, unless sooner revoked in accordance with Section 1(b) hereof. Upon termination of the Trust any assets remaining in the Trust shall be returned to Town.



13. Indemnification.

(a) Town shall indemnify Trustee against, and agree to hold Trustee harmless from, all liabilities, damages, and costs (including reasonable attorneys' fees and expenses), relating to or arising out of the performance of Trustee's obligations under this Agreement, except to the extent resulting from Trustee's negligence, willful misconduct, lack of good faith, or breach of duties.

(b) Trustee shall indemnify Town against, and agree to hold Town harmless from, all liabilities, damages and costs (including reasonable attorneys' fees and expenses), relating to or arising out of the performance of Trustee's obligations under this Agreement resulting from Trustee's negligence, willful misconduct, lack of good faith or breach of duties.

14. Section 409A Compliance.

(a) If any provision of this Trust Agreement shall cause any amounts payable under the Plan to be subject to additional taxes and interest under Section 409A of the Code, such provision shall be ineffective without invalidating the remaining provisions hereof. Notwithstanding any provisions of this Trust Agreement or the Plan to the contrary: (i) this Trust Agreement and the Plan are intended to comply with Section 409A of the Code and the guidance issued thereunder, and shall be interpreted and construed accordingly; (ii) the assets of the Trust shall not be restricted in a manner that would result in a transfer of property under Section 409A(b)(2) or (3) of the Code; and (iii) no contribution to the Trust may be made during any "restricted period" within the meaning of Section 409A(b)(3) of the Code; provided, however, to the extent a contribution is made during any such restricted period, Trustee shall immediately return such contribution to Town upon written notice thereof from Town and take any other action requested by Town that is necessary or advisable to avoid a violation of Section 409A(b)(3) of the Code. Town shall notify Trustee in writing of the commencement of a restricted period. Trustee shall have no duty to inquire as to the existence of a change in the employer's financial health and/or a restricted period.

15. Miscellaneous.

(a) Any provision of this Trust Agreement prohibited by law shall be ineffective to the extent of any such prohibition, without invalidating the remaining provisions hereof.

(b) Benefits payable to Plan Participants and their beneficiaries under this Trust Agreement may not be anticipated, assigned (either at law or in equity), alienated, pledged, encumbered or subjected to attachment, garnishment, levy, execution or other legal or equitable process.

(c) This Trust Agreement shall be governed by and construed in accordance with the laws of Connecticut.

(d) Town and Trustee agree that no assets of Trust shall be located or transferred outside the United States.

(e) This Agreement and any related written fee agreement constitute the entire agreement with respect to the matters dealt with herein, and supersede all previous agreements, whether oral or written, and documents with respect to such matters.

(f) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute but one and the same instrument and may be sufficiently evidenced by one set of counterparts.

(g) Any communication provided for in this Agreement must be given in writing and, unless the recipient has timely provided another address, addressed as set forth below:

If to Trustee:

ADDRESS: Pension Committee  
Morris Community Hall  
3 East Street  
Morris, CT 06763

If to Town:

ADDRESS: First Selectman  
Morris Community Hall  
3 East Street  
Morris, CT 06763

Such communication shall be deemed given if delivered personally, mailed (by registered or certified mail, return receipt requested), or sent by overnight courier service for next business day delivery, by facsimile transmission, or by electronic transmittal with return receipt, in each case, to the appropriate address for the applicable party. Such communication shall be effective immediately if delivered in person or by confirmed facsimile, upon the date acknowledged to have been received in return receipt, or upon the next business day if sent by overnight courier service.

(h) If one or more of the provisions of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been set forth herein.

(i) This Agreement will bind, and inure to the benefit of, Town, Trustee and their respective successors and assigns.

(j) This Agreement will not be deemed to create in any third party any rights or responsibilities with respect to the parties.

16. Effective Date. The effective date of this Trust Agreement shall be \_\_\_\_\_, 2021.

*[SIGNATURE PAGE FOLLOWS]*

WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

TOWN

By \_\_\_\_\_

Name: Thomas Weik

Title: First Selectman

TRUSTEE

By : \_\_\_\_\_

Name: \_\_\_\_\_

Title: Chairperson, Pension Committee

**MORRIS, CONNECTICUT**  
**CODE OF ORDINANCES**

**TITLE III: ADMINISTRATION**  
**Chapter 31: Finance and Revenue; Taxation**

§ 31.04 AUTHORIZATION TO SELL TOWN PERSONAL PROPERTY.

(A) The sale of any surplus personal property item owned by the town and judged by the Board of Selectmen to have a value of \$25,000 or more, shall require approval of the Board of Finance, approval of a town meeting and, after having received such town meeting approval, such sale shall be conducted by sealed bidding. The sale by sealed bidding shall be advertised on the Town website as well as by any other reasonable means as would allow the town to obtain the best possible price for the items to be sold and where such means are consistent with the sealed bid process. Such notice shall be placed at least 14 days prior to such bid deadline and shall include a description of the item(s) offered for sale, as well as the time, place, and manner for sealed bidding.

(B) The Board of Selectmen may, by majority vote, sell items of personal property, owned by the town free of any trust or restriction; provided that, the value of any item, at the time of sale, shall not exceed \$25,000. Written bids shall be required for items estimated to be valued by the Selectmen at and above \$5,000.00, though such bid process need not be sealed. The sale of such property shall be advertised in a manner consistent with that described in subsection (D) of this ordinance.

(C) Surplus town personal property judged by the Board of Selectmen as having little or no commercial value, or judged by the Board of Selectmen as having less value than the cost of disposal or placing such items for sale, may be transferred, donated, or disposed of through salvage contracts or other means deemed by the Board of Selectmen to be cost effective and efficient. Items judged by the Board of Selectmen to be broken or unusable, or to have no commercial, salvage or donation value may be declared "trash" and efficiently and safely disposed of as such.

(D) The Board of Selectmen shall, at least 14 days prior to such sale, advertise the time, place and terms of sale, together with a description of the items offered, on the Town website as well as by any other means deemed by the Board Selectmen to be in the Town's best interest.

(E) No item of historical value to the town shall be sold pursuant to this ordinance without prior written notice to the town's Historical Society at least 14 days prior to sale.

(F) In order to sell any item of personal property acquired by the town as a gift to be held by the town as a public trust, (1) any applicable trust document must allow for such sale, (2) prior written notice must be given to the Attorney General's Public Charities Unit, and (3) approval of a town meeting is required. After such town meeting approval occurs, legal notice on the town website and in a newspaper having a general circulation in the town shall provide notice of the sale consistent with subsection (D) of this ordinance.

(G) The Town Treasurer shall receive the proceeds from any sale of town property and deposit such monies in the General Fund, reporting such proceeds as revenue to the town in the annual report. The Board of Selectmen shall issue a receipt to each purchaser and shall maintain a record of each item sold, the name and address of the purchasers and the amount paid.

(H) This ordinance shall govern only the sale of personal property of the town. This ordinance shall not govern the sale of real property by the town.

(I) This ordinance is made pursuant to Sections 7-148(b)(3) and 7-148(b)(10) of the Connecticut General Statutes.

(J) This section is effective 15 days after publication of a summary of this ordinance in a newspaper having general circulation in the town. (both 5-11-1985 and 5-25-2005). (Ord. passed 4-22-1986; Ord. passed 5-4-2005) (amended 5-5-2021).

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Adopted by town meeting held: May \_\_\_\_, 2021.

Published in the \_\_\_\_\_ on \_\_\_\_\_, 2021.

Effective date: \_\_\_\_\_, 2021.

Recorded in the Morris Town Records, Vol. \_\_\_\_ Page \_\_\_\_.