

POLICE PENSION FUND

OF THE

TOWN OF WESTPORT

2019 Amendment and Restatement

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PREAMBLE

The Town of Westport, Connecticut (the "Town") established the Police Pension Fund of the Town of Westport (hereinafter referred to as the "Plan") in October, 1939 under Special Act No. 430. It was subsequently amended from time-to-time. It is intended that the Plan, as amended and restated herein, shall continue to constitute a qualified pension plan and that the Trust shall be exempt from tax under the applicable provisions of the Internal Revenue Code and the Treasury Regulations and rulings thereunder. The purpose of this amendment and restatement is to reflect terms of the contract between the Town and the Union covering the period between July 1, 2016 through June 30, 2020 as modified by the Interest Arbitration Award Case # 2017-MBA-378 entered on December 7, 2018; as well as applicable amendments required under the 2015 Cumulative List (IRS Notice 2015-84), the 2016 Required Amendments List (IRS Notice 2016-80), the 2017 Required Amendments List (IRS Notice 2017-72) and the 2018 Required Amendments List (IRS Notice 2018-91). If any provision of the Plan should be subject to more than one interpretation, such provision shall be interpreted in a manner which shall be consistent with the Plan being regarded as a qualified pension plan and the Trust being exempt from tax as aforesaid.

The Plan, as amended and restated herein, shall become effective as of July 1, 2019 (hereinafter referred to as the "Effective Date"), except as otherwise provided herein, and constitutes an amendment, restatement and continuation of the Police Pension Fund of the Town of Westport as amended and in effect on the day prior to the Effective Date. Except as the parties may mutually agree, the Plan, as restated herein, shall remain in effect until June 30, 2024.

Participants who retired or otherwise terminated their employment prior to the Effective Date shall have their benefits, if any, determined in accordance with the terms of the Police Pension Fund of the Town of Westport as in effect at the time of such retirement or other termination of employment.

AGREEMENT by and between the Town of Westport and the Westport Police Local 2080 and Council #4, American Federation of State, County and Municipal Employees, AFL-CIO, effective as of the Effective Date indicated below, except as otherwise provided herein.

ARTICLE I DEFINITIONS

The following words and phrases as used herein have the following meanings, unless a different meaning is plainly required by the context:

- 1.1. "Anniversary Date" of the Plan means the date of June 30 of each year.
- 1.2. "Applicable Fraction" shall mean the fraction specified in Section 4.5 in connection with determining a Pension Adjustment.
- 1.3. "Applicable Retirement Age" shall mean the age a Participant must attain in order to attain his Normal Retirement Date under Section 4.1.
- 1.4. "Approved Absence" means the period during which an Employee absents himself from work without compensation but with the approval or at the direction of the Employer, including a period of layoff, provided said Employee returns to work for the Employer at such time as the Employer may reasonably require. Approved Absence shall mean an absence due to:
 - (a) A temporary illness or disability;
 - (b) A temporary layoff;
 - (c) An educational leave;
 - (d) A research leave; or
 - (e) Other permitted leaves of absence.

The portion of any such absence which is in excess of twelve (12) months shall be excluded in computing the period of service of such Employee. Service before and after such Approved Absence shall be regarded as continuous service. Such absence up to twelve (12) months shall be regarded as continuous service.

An absence due to the following shall be regarded as Service with the Employer:

- (i) Military service with the Armed Forces, including Coast Guard and Merchant Marine service, provided such Employee has re-employment rights under applicable laws and compensation from the Employer.

(ii) A period of time not exceeding two (2) years during which the Employee receives compensation from the Employer.

In the application of the provisions of this Section, all Employees shall be treated alike under similar circumstances.

1.5. “Carve-Out Plan” means the Town’s Anthem Blue Cross/Blue Shield Century Preferred Medicare Carve-Out Plan, as in effect on November 1, 2005, and any successor to said plan.

1.6. “Code” means the Internal Revenue Code of 1986, as amended.

1.7. “Compensation” means, with respect to a Participant, the following:

(a) For all purposes other than Section 4.9, base salary plus any additional increments and allowances for college credits and weapons qualifications, and specifically excluding overtime or any other income, but specifically including any “pick-up” contributions with respect to such Participant which are designated Employer contributions under Section 414(h) of the Code.

(b) For purposes of Section 4.9, such Participant’s wages for the Plan Year paid by the Employer of the type reported in Box 1 of Form W-2. Such wages shall include amounts within the meaning of Section 3401(a) of the Code plus any other amounts paid to him by the Employer for which the Employer is required to furnish a written statement under Sections 6041(d) and 6051(a)(3) of the Code, determined without regard to any rules that limit the amount required to be reported based on the nature or location of the employment or services performed,

(i) exclusive of any amounts paid or reimbursed by the Employer for moving expenses which the Employer reasonably believes at the time of such payment to be deductible by the Employee under Section 217 of the Code;

(ii) increased by the amount of any contributions made by the Employer under any salary reduction or similar arrangement to: (A) a qualified cash or deferred arrangement under Code Section 401(k); (B) a simplified employee pension plan described in Section 408(k) of the Code; (C) a SIMPLE arrangement under Code Section 408(p); (D) an annuity contract described in Section 403(b) of the Code; (E) a deferred compensation plan within the meaning of Section 457(b) of the Code; (F) a cafeteria plan under Code Section 125; and (G) a deferred compensation plan under Code Section 457; and

(iii) increased by any amounts contributed or deferred by the Employer at his election and which is not includable in his gross income under Section 132(f)(4) of the Code.

(c) Compensation for purposes of Section 4.9 shall be limited as follows:

(i) In addition to any other applicable limitations set forth in the Plan and notwithstanding any other provision in the Plan to the contrary, for Plan Years beginning after January 1, 1989, and prior to January 1, 1994, the annual Compensation of each Participant taken into account under the Plan shall not exceed \$200,000, as adjusted by the Secretary for increases in the cost of living at the same time and in the same manner as under Section 415(d) of the Code (the "TRA 1986 Limit"). The cost-of-living adjustment for a calendar year shall apply to any period (a "Determination Period") not exceeding 12 months, over which Compensation is determined, beginning in such calendar year. If a Determination Period consists of fewer than 12 months, the TRA 1986 Limit shall be multiplied by a fraction whose numerator is the number of months in the Determination Period and whose denominator is 12. If Compensation for any prior Determination Period is taken into account in determining any Participant's benefits accruing in any Plan Year beginning after January 1, 1989, and prior to January 1, 1994, the Compensation for such prior Determination Period shall be subject to the TRA 1986 limit in effect for such prior Determination Period. For purposes of the preceding sentence, for Determination Periods beginning before the first day of the Plan Year beginning on or after January 1, 1989, the TRA 1986 Limit shall be \$200,000.

(ii) In addition to any other applicable limitations set forth in the Plan and notwithstanding any other provision in the Plan to the contrary, for Plan Years beginning on or after January 1, 1994, the annual Compensation of each Participant taken into account under the Plan shall not exceed \$150,000, as adjusted by the Secretary for increases in the cost of living in accordance with Section 401(a)(17)(B) of the Code (the "OBRA 1993 Limit"). The cost-of-living adjustment for a calendar year shall apply to any Determination Period beginning in such calendar year. If a Determination Period consists of fewer than 12 months, the OBRA 1993 Limit shall be multiplied by a fraction whose numerator is the number of months in the Determination Period and whose denominator is 12. If Compensation for any prior Determination Period is taken into account in determining any Participant's benefits accruing in the current Plan Year, the Compensation for such prior Determination Period shall be subject to the OBRA 1993 Limit in effect for such prior Determination Period. For purposes of the preceding sentence, for Determination Periods beginning before the first day of the Plan Year beginning on or after January 1, 1994, the OBRA 1993 Limit shall be \$150,000.

(iii) Notwithstanding the preceding provisions, the annual Compensation of each Participant taken into account in determining benefit accruals in any Plan Year beginning after December 31, 2017, shall not exceed \$275,000. The \$275,000 limit in the preceding sentence shall be adjusted for cost-of-living increases in accordance with Section 401(a)(17)(B) of the Code. The cost-of-living adjustment in effect for a calendar year applies to annual Compensation for the determination period that begins with or within such calendar year.

(iv) Effective for Limitation Years beginning after July 1, 2007, there shall be included in a Participant's Compensation for purposes of Subsections (a) and/or (b) above, as the case may be, any payment after termination of his employment only if such payment (i) is regular compensation for services during his regular working hours, or compensation for services outside such regular working hours (such as overtime), bonuses or other similar payments; (ii) would have been paid to him before termination of employment if he

had continued in employment with the Employer and if so paid, would have been included in "Compensation" under said Subsections (a) and/or (b), as the case may be; and (iii) is paid by the later of 2½ months after termination of employment or the end of the Limitation Year including the date of termination of employment.

1.8. "Credited Service" includes the Employee's first years of Service up to a maximum of thirty-two and one-half (32½) years of continuous Credited Service. If the Employee has accrued unused sick time at his Retirement Date of at least three (3) times his annual sick day allowance, Credited Service shall be inclusive of such unused accumulated sick time up to a maximum of 120 working days, not to exceed six (6) calendar months. If the Employee has accrued less than three (3) times his annual sick day allowance in unused sick time prior to his Retirement Date no sick time may be included as Credited Service for purposes of Retirement. Credited Service shall be rounded to the nearest quarter (¼) of a year.

1.9. "Designated Beneficiary" means the beneficiary designated by a Participant, subject to change from time to time by such Participant, on forms provided by the Pension Board; provided, however, that if there be no Designated Beneficiary at the date of death of the Participant (e.g., due to the earlier death of the Designated Beneficiary or due to failure of the Participant to designate a beneficiary) then the Pension Board shall, for any death benefit that may be available under the Plan (other than a monthly benefit payable to any joint annuitant or surviving Spouse), designate a beneficiary from the following list taken in priority order:

- (a) The Participant's legal spouse, or, if none survives;
- (b) The Participant's lineal descendants (including any children legally adopted) per stirpes; or if none survives;
- (c) The Participant's parents, share and share alike; or if none survives;
- (d) The Participant's estate,

subject to Sections 13.4, 13.5 and 13.6.

1.10. "Disability Retirement Date" means the effective date as of which a Participant retires in accordance with Article VI.

1.11. "Effective Date" of the Plan as amended and restated herein is July 1, 2019, except as otherwise provided herein. The original effective date was October 1, 1939.

1.12. "Employee" means any regular full-time police officer employee of the Police Department of the Town of Westport. Any full time probationary employee who becomes a Participant on his date of employment shall be entitled to all benefits under this Plan as defined for an Employee under this Section 1.12, including probationary time.

1.13. "Employer" means the Town of Westport in the County of Fairfield, State of Connecticut.

1.14. "Final Average Compensation" means the Compensation earned during the last twelve (12) months of continuous Credited Service, including the rate of Compensation attributed to the accrued sick leave, if applicable, prior to the Participant's actual date of retirement. If the Participant retires on a Late Retirement Date pursuant to Section 3.2, Final Average Compensation means the Compensation earned during the last twelve (12) months of Service prior to the Participant's actual date of retirement, or such Compensation earned in his thirty-fourth and one half (34½) year of Service, if earlier, including unused sick time as defined in Section 1.8.

1.15. "Fixed Annual Adjustment" means the increases to a Retiree's pension specified in Section 4.6.

1.16. "Limitation Year" means the twelve (12) month period from July 1 to June 30.

1.17. "Maximum Pension Adjustment" means the maximum percentage specified in Section 4.5 by which a Retiree's pension may be increased in accordance with that section.

1.18. "Medical Plan" means, collectively, the group health plan or plans maintained by the Town pursuant to which medical, prescription drug and/or dental benefits are made available to active Employees, Retirees and their respective Spouses and dependents. If any such plan is referred to herein by name, such reference shall also include any comparable successor plan. In the event a comparable successor medical, dental or prescription drug plan becomes necessary in the future, and the Union does not agree that the new plan is in fact "comparable" to the plan it replaces, the grievance and arbitration provisions of the collectively bargained work contracts shall be available to the Union only.

1.19. "Normal Retirement Date" means the date specified in Section 3.1.

1.20. "Participant" means any Employee who is included in the Plan as provided in Article II.

1.21. "Pension Adjustment" means the adjustment to a pension specified in Sections 4.4, 4.5 or 4.6, as the case may be.

1.22. "Pension Board" means the board appointed to manage and administer the Plan as provided in Article X.

1.23. "Plan" means the Police Pension Fund of the Town of Westport as set forth herein, and as it may hereafter be amended from time to time.

1.24. "Plan Year" means the twelve-month period ending on June 30 of each year.

1.25. "Premium Cost" means either the actual premium cost paid by the Town for coverage under the Medical Plan or the Carve-Out Plan, or if the Town does not pay an actual premium, the cost the allocation rate as developed by an independent third party administrator

annually for the purposes of establishing premiums pursuant to the Comprehensive Omnibus Budget Reduction Act ("COBRA).

1.26. "Qualified Military Service" means any service in the "uniformed services" (as defined in Chapter 43 of Title 38, United States Code) by any individual if such individual is entitled to reemployment rights under such chapter as to such service.

1.27. "Retirement Date" means the date a Participant retires as an Employee on or after his Normal Retirement Date, Early Retirement Date, Late Retirement Date or Disability Retirement Date.

1.28. "Retiree" means a Participant who has retired under the retirement provisions of Article III or under the Disability retirement provisions of Article VI, or who is entitled to a pension under Section 8.1.

1.29. "RTM" means the Representative Town Meeting of the Town.

1.30. "Secretary" means the Secretary of the Treasury, or his delegate except when referencing the Secretary of the Pension Board under Article X.

1.31. "Service" means the period of any Employee's regular full-time employment with the Employer which is continuous and without interruption including an Approved Absence of up to twelve (12) months as described in Section 1.4.

1.32. "Spouse" means any individual to whom the Participant is legally married under the laws of the state or country in which the marriage was celebrated, without regard to whether such marriage is recognized under the laws of the state or country in which the Participant resides. With respect to a Retiree, the term Spouse means only the person, if any, to whom such Retiree was married at the commencement of his pension under the Plan. In the event a Participant marries after becoming a Retiree, his spouse shall not be eligible for any pension benefit after his death nor shall such spouse be eligible for any medical benefits after the marriage.

1.33. "Totally Disabled" means the Participant is incapable of any gainful employment except employment which is rehabilitative in nature.

1.34. "Town" means the Town of Westport in the County of Fairfield, State of Connecticut.

1.35. "Trust Fund" or "Trust Funds" means the funds described in Article XI.

1.36. "Union" means the Westport Police Local 2080 and Council #4, AFSCME, AFL-CIO.

1.37. "Valuation Date" means the last day of the Plan Year of the Fund.

Whenever any words are used herein in the masculine gender they shall be construed as though they were also in the feminine gender, in all cases where they would so apply. Whenever any words are used herein in the singular form they shall be construed as though they were used in the plural form, and vice versa, in all cases where they would so apply.

ARTICLE II ELIGIBILITY

2.1. Entry Date. Each new Employee shall become a Participant on his date of employment. Each Employee who was a Participant in the Plan as in effect prior to the Effective Date shall continue to participate in this Plan.

2.2. Enrollment.

(a) Each Employee hired prior to July 1, 2017 shall become a Participant in writing and authorize the deduction (as well as the reduction and deferral if and when applicable) of 10% of Compensation by executing the required forms.

(b) Each Employee hired on or after July 1, 2017 shall become a Participant in writing and authorize the deduction (as well as the reduction and deferral if and when applicable) of 8% of Compensation by executing the required form.

2.3. Termination of Eligibility.

Participation in the Plan shall terminate if an Employee ceases to remain an Employee other than by reason of retirement, or disablement, under the Plan. Participation shall be continued under an Approved Absence.

2.4. Eligibility for Rehired Employee.

If a Participant's participation in the Plan terminates as a result of his termination of employment and he later becomes an Employee, he shall be considered a new Employee for all purposes of the Plan. An Employee reentering the Plan shall waive all claims for disability retirement based on any disability sustained prior to reentry, including heart and hypertension disability. The past Credited Service shall not be subject to collective bargaining.

2.5. Benefit Application.

Each Participant, before any benefit shall be payable to his or on his account under the Plan, shall file with the Pension Board such information as it shall require to establish his rights and benefits under the Plan.

ARTICLE III RETIREMENT DATES

3.1. Normal Retirement Date.

(a) The Normal Retirement Date of a Participant who enters active employment on or after January 1, 1985 and who has at least twenty (20) years of Credited Service as of July 1, 2017, shall be the later of the July 1 following the attainment of age 49 and the first day of the month following the completion of at least twenty (20) years of Credited Service.

(b) The Normal Retirement Date of a Participant who enters active employment on or after January 1, 1985 and who has less than twenty (20) years of Credited Service as of July 1, 2017, shall be the later of the July 1 following the attainment of age 52 and the first day of the month following the completion of at least twenty (20) years of Credited Service.

(c) The Normal Retirement Date of a Participant who enters active employment on or after July 1, 2017, shall be July 1 following the earlier of:

(i) the attainment of age 55 and the completion of at least twenty (20) years of Credited Service; or

(ii) the attainment of age 60 and the completion of at least ten (10) years of Credited Service.

(d) The ages set forth in Sections 3.1(a), (b) and (c) for purposes of attaining a Participant's Normal Retirement Date are each known as the "Applicable Retirement Age." References in the Plan to "Applicable Retirement Age" shall mean the particular Retirement Age that applies to a particular Participant based on date of entry into active employment as provided in this Section 3.1.

3.2. Late Retirement Date.

A Participant may continue his employment beyond his Normal Retirement Date for a period up to thirty-four and one half (34½) years of Service. However, a Participant shall not be granted more than thirty-two and one-half (32½) years of Credited Service. In such event, the Employee will continue as a Participant and his contributions continue to be made to that maximum year of Service. Thereafter, Participant contributions must cease and all subsequent Service and Compensation shall not be considered in determining the Participant's monthly pension.

3.3. Early Retirement Date.

A Participant who has completed at least twenty (20) years of Credited Service but who has not satisfied the age requirement under Sections 3.1(a), (b), (c) or (d)(i), as applicable, may retire early and request an Early Retirement Benefit pursuant to Section 4.4.

3.4. Approval of Benefit Application. The Pension Board shall retire a Participant under the provisions of Section 3.1, 3.2, or 3.3 if the Participant so requests in writing.

ARTICLE IV RETIREMENT BENEFITS

4.1. Normal Retirement Benefit.

(a) Except as provided in Section 8.1, each Participant retiring after October 10, 1995 who began active employment prior to July 1, 2017, shall be entitled, commencing on his Retirement Date as provided in Article III, to a monthly pension for life in an amount determined to be one-twelfth (1/12) of the sum of each year of Credited Service up to and including 32½ years times 2½% of Final Average Compensation. The above sum shall be subject to a maximum of 81.25% of the Final Average Compensation.

(b) Except as provided in Section 8.1, each Participant who commences active employment on or after July 1, 2017, shall be entitled, commencing on his Retirement Date as provided in Article III, to a monthly pension for life in an amount determined to be one-twelfth (1/12) of the sum of each year of Credited Service up to and including 32½ years times 1½% of Final Average Compensation. The above sum shall be subject to a maximum of 81.25% of the Final Average Compensation.

4.2. Forms of Benefit Payments. Subject to Section 4.4 and Section 4.5 or Section 4.6, as applicable, the monthly pension described in Section 4.1 shall be payable as described herein.

(a) The monthly pension described in Section 4.1 for a Participant who has at least twenty (20) years of Credited Services as of July 1, 2017, shall commence on the Participant's Normal Retirement Date and shall be payable during his life. Upon the death of the Participant, 100% of such monthly pension shall, for three (3) months, be continued to the Participant's surviving Spouse or children under the age of 21 years of age as hereinafter provided and thereafter 75% of such monthly pension shall be continued to his surviving Spouse until her death or remarriage, or if there is no surviving Spouse, to, or on behalf of, his child or children under 21 years of age after the death or remarriage of his surviving Spouse.

If there is more than one child under 21 years of age, each shall be entitled to receive an equal share of the monthly payment. Payments due to the children under the age of 18 shall be made to their legal guardian.

(b) The monthly pension described in Section 4.1 for a Participant who does not have at least twenty (20) years of Credited Services as of July 1, 2017, including any Participant who commences active employment on or after July 1, 2017, shall be paid in the form of a single life annuity or an actuarially equivalent contingent annuity which provides for payments to the Participant until the Participant's death and then continues with payment to a specified joint annuitant in the same or a reduced amount (i.e. 100%, 75%, 66 2/3% or 50%) until the death of the joint annuitant. The benefit under the joint annuitant option shall be of equivalent actuarial value to the single life annuity benefit.

4.3. Minimum Benefit. Upon cessation of monthly pension payments made in accordance with Section 4.2, any excess of the amount of the Participant's contributions accumulated at 5% interest per annum to his Retirement Date over the sum of the monthly pension payments previously made to him and, if applicable, to his surviving Spouse and children under 21 years of age, shall be paid in one sum to the Participant's Designated Beneficiary.

4.4. Early Retirement Benefit.

(a) Participants who have satisfied the applicable Credited Service requirement under Section 3.1 but who have not yet satisfied the Applicable Requirement Age under Section 3.1 shall have the right to elect an Early Retirement Benefit among the following optional benefit forms of payment if he retires prior to his Normal Retirement Date:

(i) A monthly benefit payment with a 100% continuation survivor benefit payment upon death and no Pension Adjustment; or

(ii) A monthly benefit payment as modified by Section 4.4(b) with a 100% continuation survivor benefit upon death and the Pension Adjustments provided for in Sections 4.6(b), (c), (d) and (e); or

(iii) A monthly benefit payment under Section 4.2(a) as modified by Section 4.4(b) and the Pension Adjustments provided in Sections 4.6(a), (c), (d) and (e).

(iv) Notwithstanding the foregoing, Participants who whose Normal Retirement Benefit is payable in the forms provided under Section 4.2(b) shall only be eligible to receive an Early Retirement Benefit in a benefit payment optional form available under Section 4.2(b) that is actuarially equivalent to their Normal Retirement Benefit at the Participant's Early Retirement Date.

(b) If a Participant elects an Early Retirement Benefit under Sections 4.4(a)(ii) or 4.4(a)(iii) the monthly pension payments payable to the Participant or any surviving Spouse or children shall be equal to one-half the benefit that would have otherwise been payable at Normal Retirement Date. Such reduced monthly payments shall be made for the period commencing with retirement and continuing until the July 1 following the Participant's attainment of the Applicable Retirement Age under Section 3.1, or the date the Participant would have attained his Applicable Retirement Age, if the Participant dies prior to such date. Payments made thereafter shall be at the full rate.

4.5. Cost of Living Adjustment for Pre-November 1, 2005 Retirees. Certain pensions shall be adjusted by a Pension Adjustment provided for herein. The appropriate adjustment shall be made to the pensions of Retirees only on the effective date of a negotiated increase in base wages of the Participants covered by this Plan. The Pension Adjustment shall be determined by applying the Applicable Fraction as provided for in (a) or (b) hereunder to the percentage increase in base pay (not the dollar increase) negotiated between the Town of Westport and the Westport Police Local 2080 and Council # 4, AFSCME, AFL-CIO or successor for the rank

from which the Participant retired. The resulting percentage shall be the amount by which the Participant's monthly payment is increased, subject to the applicable Maximum Pension Adjustment. Pension Adjustments shall be made to monthly pension payments made on or after the effective date of a negotiated increase. Applicable Fractions and Maximum Adjustments are as follows:

(a) With respect to benefits paid with a 75% continuation as provided for in Section 4.2(a) and the benefits provided by Section 5.1(a) or Section 6.1(b) (or the comparable predecessor plan sections in respect of Participants whose date of employment was before January 1, 1985), the Applicable Fraction shall be one-third and the Maximum Pension Adjustment shall be two percent (2%).

(b) With respect to benefits paid with a 100% continuation as provided for in Section 4.4(a)(ii) or as provided under Article V or Article VI in respect of Participants whose date of employment was before January 1, 1985, the Applicable Fraction shall be one-sixth and the Maximum Pension Adjustment shall be one percent (1%).

4.6. Cost of Living Adjustment for Post-November 1, 2005 Retirees Hired prior to July 1, 2017. This Section 4.6 shall apply in lieu of Section 4.5 to Participants retiring on or after November 1, 2005 for certain pensions payable to Retirees who enter active employment prior to July 1, 2017. Such pensions shall be adjusted by a Pension Adjustment provided for herein.

(a) With respect to benefits paid to a Retiree with a 75% continuation survivor benefit as provided for in Section 4.2(a), a joint and survivor benefit under Section 4.2(b) with a 75%, 66 2/3% or 50% continuation survivor benefit, and the benefits provided by Section 5.1(a) or Section 6.1(b), such Retiree shall be entitled to a Fixed Annual Adjustment to his pension of one and one half percent (1.5%). The same such Fixed Annual Adjustment shall apply as well to the pension of a Retiree who does not have a Spouse at the time his pension begins.

(b) With respect to benefits paid to a Retiree with a 100% continuation survivor benefit as provided for in Section 4.4(a)(ii) or a 100% continuation survivor benefit under Section 4.2(b) such Retiree shall be entitled to a Fixed Annual Adjustment to his pension of three fourths of one percent (.75%).

(c) The first Fixed Annual Adjustment to a Retiree's pension pursuant to Sections 4.6(a) or 4.6(b), as the case may be, shall apply to the twelve (12)-month period beginning July 1 following the first month in which a pension was payable to such Retiree. Subsequent Fixed Annual Adjustments shall apply to subsequent twelve (12)-month periods. Each such Fixed Annual Adjustment to a Retiree's pension for a twelve (12)-month period shall apply to the amount of the pension during the preceding twelve (12)-month period. In the event of the death of a Retiree who is survived by a Spouse, a Fixed Annual Adjustment pursuant to Sections 4.6(a) or 4.6(b), as the case may be, shall apply to the pension payable to such Spouse the same as if such Spouse were the Retiree.

(d) The Fixed Annual Adjustment to a Retiree's pension specified in Sections 4.6(a) or 4.6(b), as the case may be, shall be increased by one half ($\frac{1}{2}$) percentage point effective with the month following such Retiree's 60th birthday. If a Retiree dies before his 60th birthday and is survived by a Spouse, and such Spouse is living on what would have been such Retiree's 60th birthday, the Fixed Annual Adjustment to such Spouse's pension shall be increased by one half ($\frac{1}{2}$) percentage point effective with the month following what would have been such Retiree's 60th birthday.

(e) In addition to the increase in the Fixed Annual Adjustment specified by Section 4.6(d), the Fixed Annual Adjustment to a Retiree's pension specified in Sections 4.6(a) or 4.6(b), as the case may be, shall also be increased by two (2) percentage points effective with the month in which such Retiree becomes covered under Parts A and B of Medicare. If such Retiree dies before becoming covered under Parts A and B of Medicare and is survived by a Spouse, the Fixed Annual Adjustment to the pension of such Spouse shall be increased by two (2) percentage points effective with the month in which such Spouse becomes covered under Parts A and B of Medicare.

(f) Notwithstanding the foregoing in this Section 4.6, for Participants with less than twenty (20) years of Credited Service as of July 1, 2017 the aggregate Pension Adjustment in any one year shall not exceed two and three-quarters (2.75%) percent.

4.7. No Pension Adjustment.

For Participants who enter active employment on or after July 1, 2017, there shall be no Pension Adjustment under Section 4.6 for any Retirement Benefits or related survivor benefits paid under Articles IV, V or VI.

4.8. Retiree Health Benefits.

(a) Except as provided in Sections 4.8(b) or 4.8(g), each Participant shall be entitled to continue his coverage under the Medical Plan in effect as of the date six (6) months prior to retirement by paying the total Premium Cost for such coverage at the time of retirement until the July 1 following the Participant's Applicable Retirement Age, and thereafter by paying the dollar equivalent of 40% of the Premium Cost for such coverage as of that July 1 date.

(b) Each Participant retiring after the Participant's Applicable Retirement Age may elect to continue his coverage under the Medical Plan in effect as of the date six months prior to retirement by paying the dollar equivalent of 40% of the Premium Cost for such coverage at the time of retirement.

(c) Nothing herein shall preclude a Retiree from modifying his Medical Plan premium status (individual, two-person, family) as long as such modification is downwards (e.g., family to two-person or single; two-person to single). A Retiree may not modify his Medical Plan premium status upwards (e.g., single to two-person or family; two-person to family). In the event of a permissible modification of Medical Plan premium status, the Retiree shall pay the dollar equivalent of 40% of the Premium Cost for the coverage in effect for the Retiree as of the

July 1 following the Participant's Applicable Retirement Age (or as of the date of his retirement if after July 1 following the Participant's Applicable Retirement Age, whichever is later) or 40% of the Premium Cost (as the same may vary) for the modified coverage, whichever is less at the time of the modification.

(d) Sections 4.8(a) through 4.8(c) shall apply as well to the Spouse and eligible dependent children of a Retiree.

(e) Upon reaching the age for entitlement to Medicare (regardless of whether he has the requisite quarters of coverage for Part A of Medicare without the payment of a premium), a Retiree who has elected to continue coverage under the Medical Plan pursuant to this Section 4.8 shall no longer be able to participate in the Medical Plan and in its place, and without any change in the Premium Cost to him in accordance with Sections 4.8(a) or 4.8(b), he shall instead be enrolled in the Carve-Out Plan, provided that he (i) completes the enrollment forms for the Carve-Out Plan; (ii) enrolls for Part A and Part B of Medicare; and (iii) pays any and all required premiums therefor (including premiums for Part A coverage if he is not entitled to Part A coverage without the payment of a premium). This Section 4.8(e) shall apply as well to the Spouse of such a Retiree (including the surviving Spouse of a Retiree who is deceased) at the time such Spouse reaches the age for entitlement to Medicare (regardless of whether such Spouse has the requisite quarters of coverage for Part A of Medicare without the payment of a premium). The Town shall not reimburse any Retiree, Spouse or surviving Spouse for any premiums paid by them for coverage under Part B of Medicare.

(f) If a Participant, upon retirement, elects not to continue coverage under the Medical Plan, or having once elected to continue it, elects to discontinue such coverage, the Town shall be relieved of any further contractual obligation to provide such coverage to the Retiree and/or his Spouse and/or dependents, or to contribute to the cost thereof.

(g) Participants who enter active employment on or after July 1, 2017, shall be entitled to retiree health coverage under Sections 4.8(a) through (f) subject to the following limitations:

(A) Such Retirees shall be eligible for single coverage only;

(B) Such Retirees shall pay the dollar equivalent to 40% of the Premium Cost for coverage being charged at the time coverage is being provided; and

(C) The Retiree may pay the full Premium Cost for coverage for his/her Spouse; and upon the death of the Retiree the Retiree's Spouse shall be ineligible to continue Retiree Health Benefits beyond the first day of the second full calendar month following the death of the Retiree. For example, if a Retiree dies any day in June, the Retiree's spouse would lose health coverage on the first day of August.

4.9. Maximum Annual Benefit. Notwithstanding any other provision of the Plan, the benefits of a Participant hereunder shall be subject to the following limitation: The maximum Annual Benefit payable to a Participant under the Plan, and under any other defined benefit plan

sponsored by the Employer (or any entity aggregated with the Employer pursuant to Section 414 of the Code), for any Limitation Year shall not exceed the limitation set forth in Section 415(b) of the Code. For purposes of Sections 415(b)(2)(E)(i) and Section 415(b)(2)(E)(iii) of the Code, the interest rate shall be 5% per annum, compounded annually. The term "Annual Benefit" shall mean a benefit payable annually in the form of a qualified joint and survivor annuity (as defined in Section 417(b) of the Code and Treas. Reg. Sec. 1.401(a)-20, Q & A-25 with no ancillary benefits) under a plan to which employees do not contribute and under which no rollover contributions are made.

4.10. Direct Rollovers of Eligible Rollover Distributions.

Notwithstanding any other provision of the Plan to the contrary which would otherwise limit a Distributee's election under this Section 4.10, a Distributee may elect, at the time and in the manner permitted by the Plan Administrator, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover. For purposes of this Section 4.10:

(a) "Direct Rollover" means a payment by the Plan to the Eligible Retirement Plan specified by a Distributee.

(b) "Distributee" means a Participant who is an Employee or former Employee. In addition, (1) such a Participant's Spouse or former Spouse who is the alternate payee under a "qualified domestic relations order," as defined in Section 414(p) of the Code, and (2) the surviving Spouse of a deceased Participant who was an Employee or former Employee, are Distributees with regard to the interest of such Spouse or former Spouse in the Plan. A Distributee includes the Participant's or former Participant's nonspouse Designated Beneficiary, in which case, the distribution can only be transferred to a traditional or Roth IRA established on behalf of the nonspouse Designated Beneficiary for the purpose of receiving the distribution.

(c) "Eligible Retirement Plan" means an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, or a qualified trust described in Section 401(a) of the Code, which accepts a Distributee's Eligible Rollover Distribution. However, in the case of an Eligible Rollover Distribution to a Distributee who is surviving Spouse, an "Eligible Retirement Plan" means an individual retirement account or individual retirement annuity. The term "Eligible Retirement Plan" shall also include (i) an annuity contract described in Section 403(b) of the Code; (ii) an eligible plan which is maintained under Section 457(b) of the Code and which is maintained by a state or political subdivision of a state or instrumentality of a state and which agrees to separately account for amounts transferred to such plan from this Plan; and (iii) a Roth IRA described in Code Section 408A. The definition of "Eligible Retirement Plan" shall apply in the case of a distribution to a surviving Spouse of a Participant or to a Spouse or former Spouse of a Participant who is an alternate payee under a "qualified domestic relations order," as defined in Section 414(p) of the Code.

(d) "Eligible Rollover Distribution" means any distribution of all or any portion of the balance to the credit of the Distributee under the Plan, except that an Eligible Rollover Distribution shall not include: (i) any distribution which is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's Designated Beneficiary, or for a specified period of 10 years or more; (ii) any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; (iii) the portion of any distribution which is not includible in gross income; (iv) any distribution which is made upon the hardship of a Participant; and (v) any other distribution(s) that is reasonably expected to total less than \$200 during a year. The enumeration in the preceding sentence of any form of payment shall not imply that any person has the right to receive benefits under the Plan in such form unless otherwise specifically provided under the Plan.

If a single-sum distribution (in lieu of monthly pension payments) of more than \$1,000 is payable to a Participant whose employment has terminated, and such Participant does not elect to receive such distribution directly or, pursuant to this Section 4.10, to have such distribution paid to an Eligible Retirement Plan in a direct rollover, the Pension Board shall cause such distribution to be paid in a direct rollover to an individual retirement account described in Section 408(a) of the Code or to an individual retirement annuity described in Section 408(b) of the Code. The term "Eligible Rollover Distribution" shall also include a direct trustee-to-trustee transfer of all or any portion of a distribution from the Plan from the benefit of a deceased Participant to an individual retirement account described in Code Section 408(a), or an individual retirement annuity described in Code Section 408(b) (other than an endowment contract), established for the purposes of receiving such distribution or portion thereof on behalf of an individual who is a Designated Beneficiary, within the meaning of Section 7.6(b), who is not the surviving Spouse of such Participant.

4.11. Qualified Military Service.

(a) Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit as to Qualified Military Service shall be provided in accordance with Section 414(u) of the Code.

(b) Effective as to deaths occurring on or after January 1, 2007, in the case of a Participant who dies while performing Qualified Military Service, his survivors shall be entitled to any additional benefits (other than benefit accruals related to the period of Qualified Military Service) that may be provided under the Plan had he then resumed and terminated employment on account of death.

4.12. Application for Death Benefits.

Upon receipt of proof, satisfactory to the Pension Board, of the death of a Retiree, his annual pension shall be paid to his surviving Spouse or children in accordance with Article IV, including any appropriate Pension Adjustment.

ARTICLE V

BENEFITS IN CASE OF DEATH

5.1. Service Connected Death Benefit. Upon receipt of proof, satisfactory to the Pension Board of the death having occurred during actual performance of duty, or resulting from the effects of any injury received, diseases contracted, or exposure endured while in the actual discharge of his duties:

(a) A monthly pension equal to 75% of the Participant's monthly base salary, or, if greater, the amount of pension computed under Section 4.1 based on the Participant's Credited Service and Final Average Compensation at the time of death, shall be paid to his surviving Spouse until such surviving Spouse's death or remarriage, or, if there is no surviving Spouse, to, or on behalf of, his child or children under 21 years of age after the death or remarriage of his surviving Spouse. If there is more than one child under 21 years of age, each shall be entitled to receive an equal share of the monthly payment. Payments to any child shall cease when the child attains the age of 21 years. Payments due the children under the age of 18 shall be made to their legal guardian.

(b) The monthly pension described in Section 5.1(a) shall be adjusted by the Pension Adjustment described in Section 4.6(b), beginning on the July 1 following the date when the Participant would have reached his Applicable Retirement Age, except that at the sole discretion of the Pension Board, such adjustment may be payable on the July 1 immediately following the death of the Participant. Notwithstanding the foregoing, if the deceased Participant first entered active employment on or after July 1, 2017, no Pension Adjustment will be made to the death benefit provided under this Section 5.1.

(c) Health Benefits for Survivors.

(i) The Spouse or children under age 21 of a deceased Participant described in this Section 5.1 may continue coverage under the Medical Plan in effect at the time of such Participant's death by paying the dollar equivalent of 40% of the Premium Cost for such coverage at the time of his death.

(ii) Nothing herein shall preclude the Spouse or children under age 21 of a deceased Participant from electing not to continue coverage for some or all of the family members covered at the time of the deceased Participant's death or modifying such coverage in the manner set forth in Section 4.8. If the Spouse or children of the deceased Participant elect not to continue the deceased Participant's coverage under the Medical Plan or, having once elected to continue it, elect to discontinue such coverage, the Town shall be relieved of any further contractual obligation to provide such coverage, or to contribute to the cost thereof.

(iii) Upon reaching the age for entitlement to Medicare, the deceased Participant's surviving Spouse (regardless of whether such surviving Spouse has the requisite quarters of coverage for Part A of Medicare without the payment of a premium), who is covered by the Medical Plan prior to attaining such age, shall no longer be able to participate in the

Medical Plan and in its place, and without any change in the cost to such surviving Spouse shall instead be enrolled in the Carve-Out Plan, provided that such surviving Spouse (i) completes the enrollment forms for the Carve-Out Plan; (ii) enrolls for Part A and Part B of Medicare; and (iii) pays any and all required premiums therefor (including premiums for Part A coverage if the surviving Spouse is not entitled to Part A coverage without the payment of a premium).

(iv) The cost of health benefits provided pursuant to Section 5.1(c)(iii) shall be subject to the requirements of Section 4.8(g) if the deceased Participant first entered active employment on or after July 1, 2017; meaning that the surviving Spouse will be responsible for the full Premium Cost for coverage under the Carve-Out Plan.

5.2. Nonservice Connected Death Benefit. Upon receipt of proof, satisfactory to the Pension Board, of the death of a Participant prior to retirement such death not resulting from his actual performance of duty or effects therefrom, the amount of his contributions accumulated at 5% interest per annum to the time of his death shall be paid in one lump sum to his Designated Beneficiary.

In lieu of such lump sum payment, the Pension Board, by a majority vote, may in their sole discretion and for each such case individually considered without precedent, provide that a monthly pension of up to 50% of the Participant's monthly base salary or, if greater, the amount of pension computed under Section 4.1 based on the Participant's Credited Service and Final Average Compensation at the time of death, shall be paid to the Participant's surviving Spouse or children in accordance with Section 5.1; and may at their sole discretion provide that such monthly pension be adjusted by a Pension Adjustment, and may at their sole discretion provide for medical coverage in accordance with Section 5.1(c).

5.3. Minimum Death Benefit. Upon cessation of monthly pension payments made in accordance with Sections 5.1 or 5.2, any excess of that amount of the Participant's contributions accumulated at 5% per annum to his date of death over the sum of the monthly pension payments previously made to him and, if applicable to his surviving Spouse and children under 21 years of age, shall be paid in one sum to the Participant's Designated Beneficiary.

ARTICLE VI DISABILITY

6.1. Service Connected Disability. A service connected disability retirement benefit shall only be made upon certification by two (2) physicians appointed by the Pension Board that a Participant is disabled so as to be permanently disqualified from service of all duties as a regular full time police officer, such disability having occurred during actual performance of duty, or resulting from the effects of any injury received, disease contracted, or exposure endured while in the actual discharge of his duties. If the two physicians appointed by the Pension Board cannot agree, the Pension Board shall appoint a third physician to make the determination as to whether the Participant is eligible for a service connected disability retirement benefit. A Participant certified by the appointed physicians to be eligible for a service connected disability retirement benefit shall be retired and shall receive:

(a) Subject to Section 6.1(b) the monthly pension benefit granted will be as follows:

(i) for a disabled Participant whose type of disablement is governed by State of Connecticut Statute Section 7 - 433c (Heart and Hypertension Act):

a monthly pension equal to 66- 2/3% of his monthly base salary, or, if greater, the amount of pension computed under Section 4.1 based upon that Participant's Credited Service and Final Average Compensation at the time of such disability commencing at his Disability Retirement Date and payable for life.

(ii) for a disabled Participant whose type of disablement is not governed by State of Connecticut Statute Section 7 - 433c (Heart and Hypertension Act):

For the first five years of such disability a monthly pension benefit equal to 66 2/3% of his monthly base salary or, if greater, the amount of pension computed under Section 4.1 based upon that Participant's Credited Service and Final Average Compensation at the time of such disability commencing at his Disability Retirement Date, and, if such disability is deemed to be at a level of severity of 30% or greater at his Disability Retirement Date by each of the appropriately designated physicians, for life thereafter; if not, then commencing with the 6th year of such disability retirement the Disabled Retiree will receive a benefit equal to the greater of 50% of his monthly base salary or the amount of his pension computed under Section 4.1 based upon that disabled Participant's Credited Service and Final Average Compensation at the time of such disability retirement and payable for life, thereafter.

In determining the percentage level of disability severity in instances where more than one disability may apply, such percentage disability ratings shall not be added but expressed in terms of a whole person impairment rating percentage as recognized by the American Medical Association.

Subject to the provisions of Section 6.1(b), upon the death of the Participant such monthly pension shall be continued to his surviving Spouse until her death or remarriage. Upon the death or remarriage of the surviving Spouse, such monthly pension shall be paid to, or on behalf of, his child or children under 21 years. If there is no surviving Spouse, such monthly pension shall be paid to or on behalf of, his child or children under 21 years of age.

If there is more than one child under 21 years of age, each shall be entitled to receive an equal share of the monthly payment. Payments to any child shall cease when the child attains the age of 21 years. Payments due the children under age 18 shall be made to their legal guardian.

(b) The monthly pension payable upon the death of a Participant to a surviving Spouse or minor children as provided in Section 6.1(a) shall after the first three months of such payment, be equal to 75% of the amount otherwise payable under Section 6.1(a) and the monthly pension shall be adjusted by the Pension Adjustment determined under Section 4.6(a) beginning on the July 1 following the later of the date of the Participant's death or the date the Participant would have attained his Applicable Retirement Age. At the sole discretion of the Pension Board, such Pension Adjustment may be payable on the July 1 immediately following the Participant's Disability Retirement Date. Notwithstanding the foregoing, if the deceased Participant first entered active employment on or after July 1, 2017, no Pension Adjustment will be made to the death benefit provided under this Section 6.1(b).

(c) A Totally Disabled Participant retiring under this Section 6.1 may continue coverage under the Medical Plan in effect on the Participant's Disability Retirement Date by paying the dollar equivalent of 40% of the Premium Cost of such coverage at the time of his retirement and may modify such coverage in the manner set forth in Section 4.8. If the Totally Disabled Participant retiring under this Section 6.1 was hired on or after July 1, 2017, cost of continued coverage under the Medical Plan will be 40% of the Premium Cost for such coverage being charged at the time coverage is being provided.

(d) If the Participant retiring under this Section 6.1 is not Totally Disabled, the Participant may continue coverage as provided in Section 6.1(c) effective on the July 1 following his Applicable Retirement Age (or as of his Disability Retirement Date if after July 1 following his attainment of his Applicable Retirement Age) except that at the sole discretion of the Pension Board the Participant may continue coverage as of an earlier date.

6.2. Non-Service Connected Disability Benefit. Upon receipt of proof, satisfactory to the Pension Board, that a Participant is disabled so as to be disqualified from performance of all duties as a regular full time police officer, such disability not resulting from his actual performance of duty or effects therefrom, such Participant shall be entitled to receive his contributions accumulated with 5% interest per annum to his date of disability retirement. In lieu of such lump sum payment, the Pension Board, by a majority vote may in their sole discretion and for each such case individually considered without precedent, provide that such Participant be retired on account of disability and receive a monthly pension of up to 50% of his monthly base salary or, if greater, the amount of pension computed under Section 4.1 based on the Participant's Credited Service and Final Average Compensation at date of disability,

commencing at his Disability Retirement Date, payable for his lifetime and upon his death such monthly pension shall be paid to his surviving Spouse or children in accordance with Section 6.1.

The Pension Board, by a majority vote, may in their sole discretion and for each case individually considered without precedent provide for a Pension Adjustment and may further provide for medical coverage in accordance with Sections 6.1(c) or 6.1(d). Notwithstanding the foregoing, if the Participant first entered active employment on or after July 1, 2017, no Pension Adjustment will be made to the Disability Retirement Benefit provided under this Section 6.2.

6.3. Minimum Disability Benefit. Upon the later of either the death of the Participant or the cessation of monthly pension payments to the Participant's surviving Spouse or children, made in accordance with Sections 6.1 or 6.2, any excess of the amount of the Participant's contributions accumulated at 5% interest per annum to his Retirement Date over the sum of the monthly pension payments previously made to him and, if applicable, to his surviving Spouse and children under 21 years of age, shall be paid in one sum to the Participant's Designated Beneficiary.

6.4. Medical Examination. Once each year the Pension Board may require any disabled Participant receiving a disability retirement benefit, who has not reached his earliest Retirement Date, to undergo a medical examination by a physician or physicians designated by the Pension Board, such examination to be made at the place of residence of such disabled Retiree, or other place mutually agreed upon. Should any such disabled Retiree refuse to submit to such medical examination, his disability retirement benefit shall be discontinued until his withdrawal of such refusal, and should his refusal continue for a year, all rights in and to the disability retirement benefit shall cease. If the Pension Board finds from such medical examination, or otherwise, that the disability of a Participant receiving a disability retirement benefit who has not reached his earliest Retirement Date has been removed and that he has regained his ability to perform the duties of a regular full time police officer, he shall return to service, and his disability retirement benefit shall be discontinued until he retires. Any Credited Service to which he is entitled when he retired shall be restored to him and if his disability retirement was granted under the provisions of Section 6.1 his period of disability shall be deemed Credited Service. If his disability retirement was granted under Section 6.2, upon subsequent retirement, his allowance shall be based on his compensation and Credited Service before and after the period of prior retirement and an amount equal to the actuarial reserve held for the part of his retirement pension provided by his contributions shall be credited to him as accumulated contributions.

ARTICLE VII REQUIRED DISTRIBUTIONS

7.1. General Rules.

The provisions of this Article VII shall take precedence over any inconsistent provisions of the Plan. All distributions required under this Article VII shall be determined and made in accordance with the Treasury regulations under Code Section 401(a)(9).

7.2. Time and Manner of Distribution.

(a) A Participant's entire vested interest in the Plan (as determined pursuant to Section 7.1) shall be distributed, or begin to be distributed, to him no later than his Required Beginning Date.

(b) If a Participant dies before distributions begin, his entire vested interest in the Plan shall be distributed, or begin to be distributed, no later than as follows:

(i) If such Participant's surviving Spouse is his sole Designated Beneficiary, then distributions to such surviving Spouse shall begin by December 31 of the calendar year immediately following the calendar year in which such Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½ (if born before July 1, 1949) or age 72 (if born after June 30, 1949), if later.

(ii) If such Participant's surviving Spouse is not his sole Designated Beneficiary, then distributions to his Designated Beneficiary shall begin by December 31 of the calendar year immediately following the calendar year in which such Participant died.

(iii) If there is no Designated Beneficiary as of September 30 of the year following the year of such Participant's death, such Participant's entire vested interest in the Plan shall be distributed by December 31 of the calendar year containing the fifth anniversary of such Participant's death.

(iv) If such Participant's surviving Spouse is his sole Designated Beneficiary and such surviving Spouse dies after such Participant but before distributions to such surviving Spouse begin, this Section 7.2(b), other than Section 7.2(b)(1), shall apply as if the surviving Spouse were the Participant.

For purposes of this Section 7.2(b) and Section 7.5, distributions shall be considered to begin on a Participant's Required Beginning Date or, if Section 7.2(b)(4) applies, the date distributions are required to begin to the surviving Spouse under Section 7.2(b)(1). If annuity payments irrevocably commence to a Participant before his Required Beginning Date or to his surviving Spouse before the date distributions are required to begin to such surviving Spouse under Section 7.2(b)(1), the date distributions shall be considered to begin is the date distributions actually commence.

Unless a Participant's vested interest in the Plan is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before his Required Beginning Date, as of the first Distribution Calendar Year distributions shall be made in accordance with Sections 7.3, 7.4 and 7.5. If a Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder shall be made in accordance with the requirements of Code Section 401(a)(9) and the Treasury regulations.

7.3. Determination of Amount to be Distributed Each Year.

(a) If a Participant's interest is paid in the form of annuity distributions under the Plan, such distributions shall satisfy the following requirements;

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

(ii) The distribution period shall be over a life (or lives) or over a period certain not longer than the period described in Section 7.4.

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

(iv) Payments shall either be non-increasing or shall increase only to pay increased benefits that result from a Plan amendment.

(b) The amount which must be distributed on or before a Participant's Required Beginning Date [or, if such Participant dies before distributions begin, the date distributions are required to begin under Sections 7.2(b)(1) or 7.2(b)(2)] is the payment which 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. All of a Participant's benefit accruals as of the last day of the first Distribution Calendar Year shall be included in the calculation of the amount of the annuity payments for Payment Intervals ending on or after his Required Beginning Date.

(c) Any additional benefits accruing to a Participant in a calendar year after the first Distribution Calendar Year shall be distributed beginning with the first Payment Interval ending in the calendar year immediately following the calendar year in which such amount accrues.

7.4. Requirements for Minimum Distributions Where Participant Dies Before Date Distributions Begin.

(a) If a Participant dies before the date distribution of his vested interest in the Plan begins and there is a Designated Beneficiary, such Participant's entire vested interest shall be distributed, beginning no later than the time described in Sections 7.2(b)(1) or 7.2(b)(2), over the life of the Designated Beneficiary or over a period certain not exceeding:

(i) Unless the Annuity Starting Date is before the first distribution calendar year, the life expectancy of such Designated Beneficiary determined using his age as of his birthday in the calendar year immediately following the calendar year of such Participant's death; or

(ii) If the Annuity Starting Date is before the first Distribution Calendar Year, the life expectancy of such Designated Beneficiary determined using his age as of his birthday in the calendar year which contains the Annuity Starting Date.

(b) If a Participant dies before the date distribution of his entire vested interest in the Plan begins and there is no Designated Beneficiary as of September 30 of the year following the year of such Participant's death, distribution of such Participant's entire vested interest in the Plan shall be completed by December 31 of the calendar year containing the fifth anniversary of such Participant's death.

(c) If a Participant dies before the date distribution of his entire vested interest in the Plan begins and his surviving Spouse is the Participant's sole Designated Beneficiary, and such surviving Spouse dies before distributions to such surviving Spouse begin, this Section 7.4 shall apply as if such surviving Spouse were the Participant, except that the time by which distributions must begin shall be determined without regard to Section 7.2(b)(1).

7.5. Life Expectancy.

For purposes of this Article VII, life expectancy shall be computed by use of the Single Life Table in Treasury Regulation Section 1.401(a)(9)-9.

7.6. Definitions.

For purposes of Sections 7.1 to 7.6:

(a) "Annuity Starting Date" means: (1) The first day of the first period for which an amount is payable as an annuity or other distribution under the Plan; or (2) In the case of a benefit not payable in the form of an annuity, the first day on which all events have occurred which entitle the recipient to such benefit.

(b) "Designated Beneficiary" means the individual who is designated as the beneficiary under Section 1.9 of the Plan and is the "designated beneficiary" under Code Section 401(a)(9) and Treasury Regulation Section 1.401(a)(9)-4, Q&A-1.

(c) "Distribution Calendar Year" means a calendar year for which a minimum distribution is required under this Article VII. For distributions beginning before a Participant's death, the first Distribution Calendar Year shall be the calendar year immediately preceding the calendar year which contains his Required Beginning Date. For distributions beginning after a Participant's death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin pursuant to Section 7.2(b).

(d) “Payment Intervals” means the periods for which payments are received, such as bi-monthly, monthly, semi-annually or annually.

(e) “Required Beginning Date” means, with respect to a Participant, the later of (i) April 1 of the calendar year following the calendar year in which the Participant attains age 70½ (if born before July 1, 1949) (or age 72 if born after June 30, 1949); or (ii) April 1 of the calendar year following the calendar year in which the Participant retires.

ARTICLE VIII VESTING

8.1. Termination of Employment on or after November 1, 2005.

If the employment of a Participant shall be terminated for any reason before his Normal Retirement Date and after completing ten (10) but less than twenty (20) years of continuous Credited Service, he may elect to receive his contributions accumulated with 5% interest per annum to his date of termination. Alternatively, he may elect to receive a pension determined in accordance with Section 4.1 payable beginning the earlier of (i) the July 1 coincident with or next following his 65th birthday or (ii) the July 1 following the date he would have completed thirty-four (34) years of continuous Service had he remained an Employee. Such a Participant shall not be entitled to Pension Adjustments or medical benefits under Article IV.

8.2. Impact of Felony Conviction on Benefit. If a Participant is employed after twenty (20) years of continuous Credited Service and if the Participant is convicted of a felony, such Participant's benefits shall be limited to the benefits he would have received as if he only had been vested for twenty (20) years.

8.3. Vesting on Contribution Discontinuance or Plan Termination. Upon the termination of the Plan or upon the complete discontinuance of contributions hereunder, the rights of all Participants to the date of such termination or discontinuance, to the extent then funded, shall be nonforfeitable.

ARTICLE IX CONTRIBUTIONS

9.1. Participant Contributions.

(a) The rate of contribution for Participants who began employment prior to December 7, 2018, shall be 10% of Compensation until the parties hereto mutually consent to a different rate. The rate of contribution for Participants who begin active employment or after December 7, 2018, shall be 8% of Compensation until the parties hereto mutually consent to a different rate. No such contributions shall be payable on behalf of a Participant after his completion of thirty-four and one-half (34½) years of Service.

(b) The Finance Director of the Town shall deduct such contributions from the semi-monthly Compensation of Participants and shall transmit the sums so deducted to the Police Pension Fund.

(c) In accordance with Section 414(h)(2) of the Code, the Employer shall “pick up” the contributions required of Participants hereunder, such that the contributions so picked up shall be considered contributions of the Employer rather than Participant contributions under the Code. Although such contributions are designated as Participant contributions, they shall be treated as being paid by the Employer in lieu of contributions by Participants. No Participant shall have the option of choosing to receive the contributed amounts directly instead of having them paid by the Employer to the Plan.

9.2. Employer Contributions. The Employer shall make such contributions to the Trust Fund for each fiscal year to insure sufficient funds in the Plan to pay all benefits required to be paid by the Plan in that fiscal year.

ARTICLE X

PENSION BOARD

10.1. Plan Administration. The Plan shall be administered by the Pension Board which shall be responsible for carrying out the provisions of the Plan. The Pension Board shall consist of the Chairman of the Board of Finance, the First Selectman or First Selectwoman, the Finance Director, the Town Clerk, the Chief of Police and two members of the Police Department to be designated by the Union or its successor, biannually.

10.2. Administration Costs. All costs incurred in the administration and operation of the Plan shall be paid by the Employer.

10.3. Officers of Pension Board. The Chairman of the Board of Finance shall be President of the Pension Board, and the Town Clerk shall be Secretary and Clerk. The Secretary's duties shall be to keep a true record of all proceedings of the Pension Board.

10.4. Appointment of Agents. The Pension Board may appoint from their number or employ any other agent to receive and invest the contributions of the Trust Fund, or execute or deliver any instrument or make any payment in their behalf and may employ such clerks, counsel, accountants, actuaries, Trustees and investment advisors as may be required in carrying out the provisions of the Plans.

10.5. Meetings. The Pension Board shall hold meetings upon such notice at such time, and at such place, as it may determine.

10.6. Quorum. A majority of the Pension Board at the time in office shall constitute a quorum for the transaction of business. All resolutions or other actions taken by the Pension Board shall be by vote of a majority of those present at a meeting, but not less than four, or in writing by all the members at the time in office, if they act without a meeting, but not without the Chairman. However, payments of any monies from the Trust Fund may only be made upon approval of a majority of the Pension Board.

10.7. Compensation. No member of the Pension Board, who is also an employee of the Town of Westport, shall receive any compensation for his services as such but the Plan may reimburse any member for any necessary expenses incurred.

10.8. Construction of the Plan. The Pension Board shall from time to time establish rules for the administration of the Plan and the transaction of its business. Except as herein otherwise expressly provided, the Pension Board shall have the exclusive right to interpret the Plan and to decide any matters arising thereunder in connection with the administration of the Plan. It shall endeavor to act by general rules so as not to discriminate in favor of any person. Its decisions and the records of the Pension Board shall be conclusive and binding upon the Employer and all other persons having any interest under the Plan.

10.9. Claims. Any claims concerning eligibility or computation of benefits after a determination by the Pension Board, shall be resolved through the grievance and arbitration

provisions of the collective bargaining agreement between the Town and the Union at the time the claim is initiated.

10.10. Account Records. The Pension Board shall maintain accounts showing the fiscal transaction of the Plan, and in connection therewith shall require the Trustees 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 and giving a brief account of the operation of the Plan for the past year. Such report shall be filed in the office of the Secretary of the Pension Board where it shall be open to inspection by any Participant of the Plan.

10.11. Limitation of Liability; Indemnification. The members of the Pension Board and the Officials of the Town shall be entitled to rely upon all certificates and reports made by any duly appointed Trustee, accountant, and upon all opinions given by any duly appointed legal counsel. The members of the Pension Board and the Officials of the Town 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 each of them and upon all persons having any interest under the Plan. No member of the Pension Board shall be personally liable by virtue of any instrument executed by him or on his behalf as a member of the Pension Board or for any mistake of judgment made by himself or any other member of the Pension Board or for any neglect, omission or wrongdoing of any other member or anyone employed by the Town or for any loss unless resulting from his own negligence or willful misconduct. Each member of the Pension Board shall be indemnified by the Town against expenses reasonably incurred by him in connection with any action to which he may be a party by reason of his membership in the Pension Board, except in relation to matters as to which he shall be adjudged in such action to be liable for negligence or willful misconduct in the performance of his duty as such member. 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.

10.12. Other Powers. In addition to its other powers and duties under the Plan and not by way of limitation thereof, the Pension Board shall have the power and authority to adopt rules and regulations regarding the making of any election under Articles IV, V and VI of the Plan. Any election thereunder shall be irrevocable unless expressly otherwise provided by the Pension Board.

ARTICLE XI TRUST FUNDS

11.1. Trust Fund. All assets for providing the benefits of the Plan shall be held by a Trustee or Trustees appointed by the Pension Board as Trust Funds for the exclusive benefit of Participants and beneficiaries under the Plan, and no part of the corpus or income shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and beneficiaries under the Plan prior to the satisfaction of all liabilities with respect to the Participants and their beneficiaries. No Participant or beneficiary under the Plan, nor any person, shall have any interest or right to any part of the earnings of the Trust, or any rights in, to or under the Trust or any part of its assets, except to the extent expressly provided in the Plan. Forfeitures of any Participant's benefits shall not be applied to increase the benefits any other Participant would otherwise receive under the Plan.

11.2. Disbursement. The Pension Board shall determine the manner in which the funds of the Plan shall be disbursed in accordance with the Plan including the form of voucher or warrant to be used in making disbursements and the qualifications of persons authorized to make disbursements of such funds.

ARTICLE XII
MODIFICATIONS

12.1. Modifications. No change or modification or any provisions of the Plan may be made prior to July 1, 2024 except by mutual consent of the parties hereto.

ARTICLE XIII MISCELLANEOUS

13.1. Alienation. No benefit payable under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, and any action by way of anticipating, alienating, selling, transferring, assigning, pledging, encumbering, or charging the same shall be void and of no effect; nor shall any benefit be in any manner liable for or subject to the debts, contracts, liabilities, engagements, or torts of the person entitled to such benefit, except as specifically provided in the Plan.

13.2. Participant Bankruptcy. If any Participant or beneficiary under the Plan shall become bankrupt or attempt to anticipate, 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 Pension Board cease and terminate. In that event, the Pension Board shall hold or apply the benefit thereof to or for such Participant or beneficiary, his Spouse, children, or other dependents, or any of them, in such manner and in such proportions as the Pension Board shall in its sole discretion determine.

13.3. Participant's Rights. 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 without regard to the effect which such treatment might have upon him as a Participant of the Plan.

13.4. Distribution for Minor Beneficiary. If any person entitled to receive any benefits from the Fund ("distributee") is, in the judgment of the Pension Board, legally, physically, or mentally incapable of personally receiving and receipting for any distribution, the Pension Board may make distribution to such other person, persons, or institutions as, in the judgment of the Pension Board, are then maintaining or have custody of such distributee.

13.5. Conclusive Determination. The determination of the Pension Board as to the identity of the proper payee of any benefit under the Plan and the amount of such benefit properly payable shall be conclusive, and the payment in accordance with such determination shall constitute a complete discharge of all obligations on account of such benefit.

13.6. Location of Beneficiary Unknown. In the event any amount shall become payable from the Fund to a Designated Beneficiary or the executor or administrator of any deceased person and if after written notice from the Pension Board mailed to such person's last known address, such person or such executor or administrator shall not have presented himself to the Pension Board within two (2) years after the mailing of such notice, the Pension Board shall distribute such amount due to such beneficiary or such executor or administrator among one or more of the Spouse and blood relatives of such deceased person, designated by the Pension Board.

13.7. Status of Former Participant Upon Rehire. Except as otherwise provided in this Agreement, if any Employee whose employment had previously terminated is restored to active service as an Employee, he shall be treated as any other newly employed person.

13.8. Headings. Headings of Sections of this instrument are inserted for convenience or reference. They constitute no part of this Agreement and are not to be considered in the construction hereof.

13.9. Governing Law. This Plan shall be construed according to the laws of the State of Connecticut.

ARTICLE XIV
SPECIAL PROVISIONS AS TO CERTAIN PARTICIPANTS

14.1. Article XIV Effective Date. This Article XIV is effective June 14, 2021 (the "Article XIV Effective Date") and applies to the Participants who hold one of the following positions as of the Article XIV Effective Date:

Police Chief
Deputy Police Chief
All Captains
All Lieutenants

(the "Selected Participants"). No other Participant who holds one of the above positions after the Section 14 Effective Date shall be a Selected Participant.

14.2. Select Participant Benefits under Plan. The retirement, death and disability benefits to which a Selected Participant (or his surviving Spouse and/or surviving children) shall be entitled under the Plan shall be determined as if his employment with the Town terminated on the Article XIV Effective Date, but no such benefits shall be payable before his employment with the Town has actually terminated. Accordingly:

(a) There shall not be taken into account under the Plan the Compensation paid to any Selected Participant for services performed after the Article XIV Effective Date.

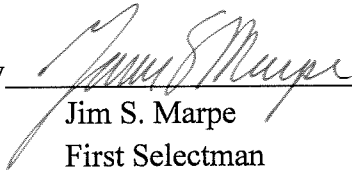
(b) There shall not be not be taken into account under the Plan any Service completed by a Selected Participant after the Article XIV Effective Date.

14.3. No Retiree Medical Benefits. No Selected Participant, and no Spouse or dependent of a Selected Participant, shall be entitled to retiree medical benefits under Section 4.8 of the Plan.

IN WITNESS WHEREOF, the parties have caused their names to be signed on date or dates indicated below.

THE TOWN OF WESTPORT

THE UNION

By 
Jim S. Marpe
First Selectman

By _____

President, Local 2080
AFSCME, AFL-CIO

Date: _____

Date: _____

The above and foregoing is a true and attested copy of the POLICE PENSION FUND OF THE TOWN OF WESTPORT as amended and restated effective as of July 1, 2019 (except as otherwise provided therein), and except as the parties may mutually agree shall continue in full force and effect without change, modification or reopening of any kind through June 30, 2024.

Attest: _____
Jeffery Dunkerton
Town Clerk