

**PERSONNEL, PENSION AND INSURANCE COMMITTEE
SPECIAL MEETING**

The Metropolitan District
555 Main Street, Hartford
Monday, December 1, 2014

Present: Commissioners Daniel Camilliere, Donald Currey, Timothy Curtis, Thea Montanez, Pasquale J. Salemi, Raymond Sweezy, Alvin E. Taylor and District Chairman William A. DiBella (8)

Absent: Commissioners Joseph Klett, Maureen Magnan, J. Lawrence Price and Albert F. Reichin (4)

Also

Present: John M. Zinzarella, Deputy CEO, Business Services
Christopher R. Stone, Assistant District Counsel
Brendan Fox, Assistant District Counsel
Steven Bonafonte, Assistant District Counsel
John S. Mirtle, District Clerk
Gerald J. Lukowski, Director of Operations
Kelly Shane, Director of Procurement
Sue Negrelli, Director of Engineering
Stanley Pokora, Manager of Treasury
Erin Ryan, Director of Human Resources
Robert Zaik, Manager of Labor Relations
Kerry E. Martin, Assistant to the Chief Executive Officer
Cynthia A. Nadolny, Executive Assistant

CALL TO ORDER

Chairman Taylor called the meeting to order at 4:19 PM

PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS

No one from the public appeared to be heard.

APPROVAL OF MINUTES

Commissioner Currey made a motion to amend the minutes of November 12, 2014 to reflect a one year term for the employment contract for the successor to the Chief Executive Officer.

The Personnel, Pension & Insurance committee meeting minutes of November 12, 2014 have been amended to reflect Commissioner Currey's amendment.

On motion made by Commissioner Currey and duly seconded, the amended meeting minutes of November 12, 2014 were approved.

APPOINTMENT OF PPI COMMITTEE AS TRUSTEE FOR PENSION FUND AND APPROVAL OF TRUST AGREEMENT

WHEREAS, The Metropolitan District (the "Employer") is the sponsor of the Retirement Plan for Employees of The Metropolitan District (the "Retirement Plan"); and

WHEREAS, it is desirable that the Personnel, Pension and Insurance Committee (the "PPI Committee") of the District Board of the Employer recommend to the District Board that it appoint certain members of the PPI Committee to a subcommittee of the PPI Committee to serve as the trustee of the Retirement Plan (collectively referred to as the "Trustee"), and that the Employer enter into a trust agreement with the Trustee in substantially the form presented to this meeting.

NOW, THEREFORE, BE IT

RESOLVED: That the PPI Committee does hereby recommend to the District Board of the Employer that Alvin E. Taylor, Albert F. Reichin and Lawrence J. Price, current members of the PPI Committee, be appointed to a subcommittee of the PPI Committee to serve as the Trustee of the Retirement Plan; and further

RESOLVED: That the PPI Committee does hereby recommend to the District Board of the Employer that the Trust Agreement for the Retirement Plan, in substantially the form presented to this meeting, be approved and adopted, together with any modifications that are determined by counsel for the Employer to be necessary or desirable to effectuate the intention of the Retirement Plan and to comply with the requirements of the Internal Revenue Code of 1986, as amended; and further

RESOLVED: That the chief executive officer of the Employer or any other officer designated by the chief executive officer be, and each of them hereby is, authorized and empowered, for and on behalf of the Employer, to take any and all actions which may be necessary or desirable to effectuate the intention of the foregoing resolutions.

Respectfully submitted,

Charles P. Sheehan
Chief Executive Office

On motion made by District Chairman DiBella and duly seconded, the resolution was adopted by unanimous vote of those present.

**RETIREMENT PLAN FOR EMPLOYEES OF
THE METROPOLITAN DISTRICT**

TRUST AGREEMENT

**RETIREMENT PLAN FOR EMPLOYEES OF
THE METROPOLITAN DISTRICT**

TRUST AGREEMENT

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**RETIREMENT PLAN FOR EMPLOYEES OF
THE METROPOLITAN DISTRICT**

TRUST AGREEMENT

THIS AGREEMENT, effective as of the ____ day of December, 2014, by and between The Metropolitan District, a governmental entity organized under the laws of the State of Connecticut (the “Employer”) and individual

members of the Personnel, Pension and Insurance Committee of the District Board of the Employer (the "PPI Committee") whose names are set forth at the end of this Agreement (collectively, the "Trustee"),

WITNESSETH:

WHEREAS, the Employer and the Trustee desire to adopt this trust agreement relating to the Retirement Plan for Employees of the Metropolitan District.

NOW, THEREFORE, the Employer and the Trustee hereby adopt the following trust agreement:

ARTICLE I

Definitions and General Duties of the Parties

Section 1.1 When used in this Trust Agreement, the following terms have the meanings indicated unless a different meaning is plainly required by the context.

"Employer" means The Metropolitan District.

"Person" means an individual, corporation, partnership, joint venture, association, trust, estate or other entity.

"Plan" means the Retirement Plan for Employees of the Metropolitan District, including all amendments thereto of which this Trust Agreement forms a part.

"Plan Administrator" means the Person or Persons designated by the District Board of the Employer.

"Trust Agreement" means the Retirement Plan for Employees of the Metropolitan District Trust Agreement, including all amendments thereto.

"Trust Fund" means all the assets held under this Trust Agreement.

"Trust Year" means the period ending on December 31 of each year.

Any term used in this Trust Agreement which is defined in the Plan shall have the meaning set forth in the Plan for all purposes of this Trust Agreement.

The singular form of any word shall include the plural and the masculine gender shall include the feminine wherever necessary for the proper interpretation of this Trust Agreement.

Section 1.2 The Employer agrees to perform its obligations in accordance with the Plan and this Trust Agreement. It shall make its contributions to the Trust Fund in cash or in other property acceptable to the Trustee.

Section 1.3 The Trustee agrees to hold any and all property which the Trustee may receive as Trustee hereunder, IN TRUST, for the uses and purposes and upon the terms and conditions set forth in this Trust Agreement; *provided, however*, that this requirement will not fail to be satisfied merely because securities of the Plan are held in the name of a nominee or in street name if such securities are held on behalf of the Plan by: (a) a bank or trust company that is subject to supervision by the United States or a state, or a nominee of such bank or trust company; or (b) a broker or dealer registered under the Securities Exchange Act of 1934, or a nominee of such broker or dealer; or (c) a clearing agency as defined in Section 3(a)(23) of the Securities Exchange Act of 1934, or its nominee. The Trustee agrees to be bound by the terms of this Trust Agreement and the Plan insofar as such documents are consistent with applicable law.

Section 1.4 The Trustee shall manage, invest and reinvest the Trust Fund, collect income therefrom and make payments therefrom, all as hereinafter provided. For such purposes, all the assets of the Trust Fund may be commingled and managed, invested and reinvested together. The Trustee shall be responsible only for the property actually received by the Trustee as Trustee hereunder. The Trustee shall have no duty or authority to compute any amount to be paid to the Trustee by the Employer or to bring any action or proceeding to enforce the

collection from the Employer of any contribution to the Trust Fund, nor shall the Trustee have any duty or authority to compute any amount to be paid by the Trustee under direction from the Plan Administrator as hereinafter provided.

Section 1.5 The Trustee shall discharge the Trustee's duties with respect to the Plan and this Trust Agreement solely in the interest of the Participants and Beneficiaries and for the exclusive purpose of providing benefits to Participants and their Beneficiaries and defraying reasonable expenses of administering the Plan.

Section 1.6 The Trustee shall discharge the Trustee's duties with respect to the Plan and this Trust Agreement with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

Section 1.7 The Trustee shall diversify the investments of the Trust Fund so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so.

Section 1.8 As of a valuation date, the Trustee shall within a reasonable time thereafter notify the Plan Administrator of the amount of the net earnings or losses of the Trust Fund during the twelve month period ending on such date. "Net earnings or losses" shall mean gross earnings less all taxes, expenses and payments and shall include any increases or decreases in the market values of investments during such period. In the case of investments in a common trust fund, mutual fund or similar investment media, the valuation of such investments on the most recent valuation date of such fund shall be taken as the value of such investments.

Section 1.9 If more than one individual is serving as the Trustee hereunder, such individuals may allocate among themselves their responsibilities under the Plan and this Trust Agreement. Except as provided by law, if responsibilities have been so allocated, only that individual to whom a specific responsibility has been allocated shall be liable for any loss to the Trust Fund resulting from his or her acts or omissions in carrying out such responsibility. To the extent that responsibilities are not allocated among individuals serving as Trustee, the vote of a majority of the individuals serving at any time shall be required for any action by the Trustee. The signature of any one of the individuals serving as Trustee may be accepted and relied upon by all parties dealing with the Trustee.

Section 1.10 The Trustee shall not maintain the indicia of ownership of any assets of the Trust Fund outside the jurisdiction of the district courts of the United States.

ARTICLE II

Powers and Duties of Trustee in Investment, Administration and Disbursement of Trust Fund

Section 2.1 For purposes of this Article, "investment manager" means an investment adviser registered under the Investment Advisers Act of 1940, a bank as defined in said Act, or an insurance company qualified to perform investment management services under the laws of more than one state. An investment manager hereunder must acknowledge in writing that it is a fiduciary with respect to the Plan.

Section 2.2 The District Board of the Employer shall have the power to appoint one or more investment managers to manage, acquire or dispose of any assets of the Trust Fund in accordance with the terms of a written agreement approved by the District Board.

The District Board of the Employer, through the Plan Administrator, may direct the Trustee and the investment manager in writing from time to time as to the investments to be made of the Trust Fund. The Trustee or the investment manager, as the case may be, shall not be bound to comply with any such direction if, in its opinion, compliance might adversely affect the tax exempt status of the trust created hereby, in which case the Trustee or the investment manager shall notify the Plan Administrator in writing of its opinion concerning such direction.

The District Board of the Employer, through the Plan Administrator, may direct the Trustee and the investment manager in writing from time to time as to the approximate percentage of the Trust Fund available for

investment to be invested in fixed income securities and/or in equities. The Trustee or the investment manager, as the case may be, shall not be bound to comply with any such direction if, in its opinion, compliance might adversely affect the tax exempt status of the trust created hereby, in which case the Trustee or the investment manager shall notify the Plan Administrator in writing of its opinion concerning such direction.

The Trustee and the investment manager shall not be liable for investments made in compliance with any written direction. The Trustee and the investment manager shall not have any duty or obligation to review, evaluate or reevaluate the investments made pursuant to such directions.

Subject to any such directions, and to the terms of any investment management contract, the Trustee and the investment manager shall have, each with respect to the assets of the Trust Fund subject to its control, the power in its discretion:

- i) To invest and reinvest in any property, real, personal or mixed, and wherever situate, including, but not by way of limitation, common and preferred stocks and the sale of options against stocks, common trust funds, mutual funds, shares of any regulated investment company as defined in Section 851(a) of the Code, bonds, notes (including variable amount notes), debentures, mortgages, variable annuity contracts, savings accounts and certificates of deposit, and interests in limited liability companies or limited liability partnerships;
- ii) To purchase insurance and/or annuity contracts, including group annuity contracts, from an insurance company, and to pay all premiums thereon, *provided that* life insurance contracts shall be purchased only upon the written direction of the Plan Administrator if provided under the terms of the Plan;
- iii) To retain any property at any time received by it whether or not such property would be eligible as a new investment under subsection (a);
- iv) To sell or exchange any property at any time held by it at either public or private sale for cash or on credit and grant options for the purchase or exchange thereof;
- (e) To participate in any plan of reorganization, consolidation, merger or combination, or other similar plan relating to such property and to consent to, or to oppose any such plan and any action thereunder or any contract, lease, mortgage, purchase, sale or other action by any corporation;
- (f) To deposit any such property with any protective, reorganization or similar committee; to delegate discretionary power thereto and to pay and agree to pay part of its expenses and compensation and any assessments levied with respect to any such property so deposited;
- (g) To exercise all conversion and subscription rights pertaining to any such property;
- (h) To invest and reinvest (and withdraw from investment) all or any portion of the Trust Fund in units of participation in one or more of the funds of a common trust for the investment of funds of qualified employee benefit trusts which is established and maintained by the Trustee or a co-trustee, and which is exempt under Code Section 584. The authority to invest in such units of participation shall not be limited by any statute, other rule of law or custom prohibiting or restricting the commingling of trust assets. As long as any portion of the Trust Fund is so invested, the terms of the declaration of trust for the common trust, together with any and all amendments heretofore or hereafter made thereto, are hereby incorporated into this Trust Agreement and made a part hereof as fully as if set out herein at length, and shall apply to all assets invested in said common trust; and
- (i) To invest and reinvest (and withdraw from investment) all or any portion of the Trust Fund in units of participation in one or more funds of a qualified group trust for pension and profit sharing plans which satisfies the requirements of Revenue Ruling 81-100, as modified. The authority to invest in such units of participation shall not be limited by any statute, other rule of law or custom prohibiting or restricting the commingling of trust assets. As long as any portion of the Trust Fund is so invested, the terms of the declaration of trust for the group trust (including provisions for the collective investment of such assets with the assets of other qualified pension, profit sharing and stock-bonus trusts participating in said group trust), together with any and all amendments heretofore or hereafter made thereto, are hereby incorporated into this Trust Agreement and made a part hereof as fully as if set out at length herein, and shall apply to all assets invested in said common trust.

Section 2.3 The Trustee shall have power and authority:

- (a) To exercise all voting rights with respect to any investments and to grant proxies, discretionary or otherwise; *provided, however*, that any proxies on investments acquired at the direction of the investment manager shall be voted by the investment manager;
- (b) To cause any investments to be registered and held in the name of one or more of the Trustee's nominees;
- (c) To collect and receive any and all money and other property due to the Trust Fund and to give full discharge therefor;
- (d) To settle, compromise or submit to arbitration any claims, debts or damages due or owing to or from the Trust Fund; to commence or defend suits or legal proceedings whenever, in the Trustee's judgment, any interest of the Trust Fund requires it; and to represent the Trust Fund in all suits or legal proceedings in any court of law or equity or before any other body or tribunal;
- (e) To hold in cash, without liability for interest thereon, any portion of the Trust Fund pending investment thereof, together with such estimated amounts as the Trustee, in the Trustee's discretion, determines to be required for current payments and expenses; and
- (f) Generally, to do all acts, whether or not expressly authorized, which the Trustee may deem necessary or desirable for the protection of the Trust Fund.

Section 2.4 If an investment manager has been appointed in accordance with Section 2.2, notice of such appointment shall be given to the Trustee. Except as provided by law, neither the District Board of the Employer nor the Trustee shall be liable for the acts or omissions of such investment manager. The Trustee shall have no obligation to invest or otherwise manage any asset of the Trust Fund subject to investment by the investment manager. The investment manager may direct the Trustee in writing as to the investments to be made of the assets subject to control by the investment manager. The Trustee shall not be liable for investments made in compliance with such written directions from the investment manager and shall be under no duty or obligation to review, evaluate or reevaluate investments made pursuant to such directions.

Section 2.5 Persons dealing with the Trustee shall be under no obligation to see to the proper application of any money paid or property delivered to the Trustee or to inquire into the Trustee's authority as to any transaction.

Section 2.6 The Trustee shall make payments (and shall stop such payments) from the Trust Fund at such times, in such amounts and to such person or persons as the Plan Administrator shall direct in writing. In directing the Trustee to make such payments (or to stop payments), the Plan Administrator shall follow the provisions of the Plan, and, except for payment of expenses of administering or terminating the Trust Fund, and except in the case of the revocation of the Plan and Trust Agreement, shall not direct that any payment be made which would cause any part of the Trust Fund to be used for purposes other than for the exclusive benefit of the Participants and their Beneficiaries. The Trustee shall be fully protected in acting upon any such written direction of the Plan Administrator without investigation and shall have no duty to determine the right or benefit of any person in the Trust Fund or under the Plan or to inquire into the right or power of the Plan Administrator to direct any such payment.

Section 2.7 The Trustee shall make any payment required to be made by the Trustee hereunder by mailing the Trustee's check for the amount thereof to the person to whom payment is to be made, at such address as shall have been last furnished to the Trustee. If no such address shall have been so furnished, such check shall be mailed to such person in care of the Employer at its principal office.

ARTICLE III

For Protection of Trustee

Section 3.1 The District Board of the Employer shall promptly give notice of a change in the Person or Persons serving as the Plan Administrator. Until such notice is received by the Trustee, the Trustee shall be fully protected in continuing to rely upon the authority of the Person or Persons last certified to the Trustee to be the Plan Administrator.

Section 3.2 The Trustee may rely upon any certification, notice or direction of the Employer which the Trustee believes to be genuine and to have been signed by a duly authorized officer or agent of the Employer.

Section 3.3 Communications to the Trustee shall be addressed to the Trustee at the Trustee's main office, or to such other address as the Trustee may specify. No communication shall be binding upon the Trust Fund or the Trustee until it is received by the Trustee. Communications to the Plan Administrator or to the Employer shall be sent to the Employer's main office or to such other address as the Employer may specify.

Section 3.4 The Trustee may consult with any legal counsel, who may be counsel to the Employer or the Plan Administrator, with respect to the meaning or construction of this Trust Agreement, the Trustee's obligations or duties hereunder, or any act which the Trustee should take or omit hereunder, or any action or proceeding or any question of law, and shall be fully protected with respect to any action taken or omitted by the Trustee in good faith pursuant to such advice.

Section 3.5 The Trustee's powers, duties, rights and obligations shall be limited to those expressly conferred or imposed upon the Trustee by this Trust Agreement and the Plan, and may not be changed without the Trustee's written consent.

Section 3.6 To the extent permitted by law, the Employer shall indemnify and save harmless the Trustee from and against any and all claims, loss, damages, expenses (including reasonable counsel fees) and liability (including reasonable amounts paid in settlement with the Employer's approval) to which the Trustee may be subjected by reason of any act done or omitted to be done, except where the same is due to the willful misconduct or negligence of the Trustee.

ARTICLE IV

Expenses and Compensation of Trustee

Section 4.1 The Trustee shall not be entitled to receive compensation for the Trustee's services as Trustee hereunder, but shall be reimbursed by the Employer for any expenses properly and actually incurred by the Trustee in performing the Trustee's duties hereunder.

ARTICLE V

Settlement of Accounts - Government Reports - Determination of Rights

Section 5.1 The Trustee shall keep books of account which shall show all receipts and expenses and a complete record of the operation of the Trust Fund. The Plan Administrator shall have the sole responsibility to keep records of the shares allocated to individual Participants. The Employer and/or the Plan Administrator may at any reasonable time inspect the books of the Trustee or have the same inspected by any agent or employee and may at any reasonable time demand an accounting from the Trustee on agreeing to pay the necessary expenses of the same.

Section 5.2 The Trustee shall file with the Employer and the Plan Administrator an annual statement or accounting of the Trustee's acts hereunder, and the Employer or the Plan Administrator may enter into an agreement approving and allowing the same. Any such agreement shall be final and binding and conclusive on all persons party hereto or claiming any interest hereunder and shall be a full discharge of the Trustee with respect to the matters set forth in such statement or accounting. If the Employer or the Plan Administrator fails to file with the Trustee its written exceptions or objections to any such account within 60 days after the receipt thereof, the

Employer and the Plan Administrator shall be deemed to have approved such account; and in such case, the Trustee shall be released, relieved and discharged with respect to all matters and things set forth in such account as though such account had been settled by the decree of a court of competent jurisdiction. No person interested in the Plan or Trust Fund other than the Employer and/or the Plan Administrator may require an accounting or bring any action against the Trustee with respect to the Trust Fund or the Trustee's actions as Trustee. Notwithstanding the foregoing, the Trustee shall be entitled to have a judicial settlement of the Trustee's accounts if the Trustee so desires.

Section 5.3 The Trustee shall be responsible for the filing of any reports required by law to be filed by trustees with governmental authorities with respect to the Trust Fund; *provided, however*, the Trustee shall only be responsible for such filing upon receipt of proper notification and necessary information from the Plan Administrator and/or the Employer.

ARTICLE VI

Resignation, Removal and Substitution of Trustee

Section 6.1 The Trustee (or any one of them) may resign from the Trustee's duties hereunder by filing with the Employer the Trustee's written resignation. No such resignation shall take effect until 60 days from the date of such filing unless prior thereto a successor shall have been appointed.

Section 6.2 The Trustee may be removed by the Employer at any time, upon 60 days notice to the Trustee, but such notice may be waived by the Trustee. Such removal shall be effected by delivering to the Trustee a written notice of removal executed by the Employer, and by giving notice to the Trustee of the appointment of a successor in the manner hereinafter set forth.

Section 6.3 (a) The appointment of a successor to the Trustee hereunder shall take effect upon the delivery to the resigning or removed Trustee of (i) a written instrument appointing such successor, executed by the Employer, and (ii) a written acceptance by the successor. The Employer shall send a notice of such appointment to the Plan Administrator.

(b) Any successor Trustee shall be an individual, corporation or association authorized to exercise trust powers. All of the provisions set forth herein with respect to the Trustee shall relate to each such successor with the same force and effect as if such successor had been originally named the Trustee.

(c) If a successor to the Trustee shall not have been appointed within 60 days after notice of resignation, the resigning Trustee or the Plan Administrator may apply to any court of competent jurisdiction for the appointment of such successor.

Section 6.4 Upon the appointment of a successor Trustee, the resigning or removed Trustee shall transfer and deliver the Trust Fund to such successor, after reserving such reasonable amount as the resigning or removed Trustee shall deem necessary to provide for the Trustee's expenses in the settlement of the Trustee's account, the amount of any compensation due to the Trustee, and any sums chargeable against the Trust Fund for which the Trustee may be liable.

Section 6.5 No successor Trustee shall be liable or responsible for any acts or defaults of any predecessor Trustee in any way, nor for any loss or expense from or occasioned by anything done or neglected to be done by any predecessor Trustee.

ARTICLE VII

Termination of Trust Fund

Section 7.1 Upon the termination of contributions to the Trust Fund or of the liability of the Employer to contribute to the Trust Fund, or upon the revocation of the Plan and Trust Agreement, all as provided for in the Plan, the Employer shall so notify the Trustee and the Trust Fund shall continue until all sums are distributed in accordance with the terms of the Plan. The Trustee shall be fully protected in acting upon any such written notification by the Employer without investigation and shall have no duty to inquire into the right or power of the Employer to issue such notification causing the termination of the Trust Fund.

Section 7.2 The Trustee's fees and expenses of administration of the Trust Fund and other expenses incident to the termination and distribution of the Trust Fund incurred after the termination of the Plan and Trust Agreement shall be paid from the Trust Fund.

Section 7.3 Upon settlement of the Trustee's accounts and distribution of all the assets of the Trust Fund, the Trustee thereupon shall be discharged from any further accountability therefor and shall have no further duty, obligation or responsibility under this Trust Agreement.

ARTICLE VIII

Amendment

Section 8.1 The Employer shall have the right at any time and from time to time to amend this Trust Agreement in whole or in part. The Employer shall send a copy of any such amendment to the Trustee and to the Plan Administrator. Any such amendment may be made retroactively effective, if necessary, in the opinion of the Employer, in order to qualify the Plan and Trust Agreement for federal income tax exemption. Any amendment to this Trust Agreement shall be binding upon the Trustee only when executed by the Trustee.

ARTICLE IX

Miscellaneous

Section 9.1 The titles to Articles in this Trust Agreement are placed herein for convenience of reference only, and in case of any conflict, the text of this instrument, rather than such titles, shall control.

Section 9.2 Except as provided by the terms of the Plan, no assets of the Trust Fund shall ever revert to, or be used or enjoyed by, the Employer or any successor of the Employer, nor shall any such funds or assets ever be used other than for the benefit of Participants or their Beneficiaries.

Section 9.3 The Trust Fund is established for the purpose of providing for the support of the Participants upon their retirement and for the support of their families. Except as provided by the terms of the Plan, no right or interest of any kind of any Participant in the Trust Fund or in any part thereof shall be subject to garnishment, attachment, execution or levy of any kind.

Section 9.4 In case any provision of this Trust Agreement shall be held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions of this Trust Agreement, and this Trust Agreement shall be construed and enforced as if said illegal or invalid provision had never been inserted herein.

Section 9.5 This Trust Agreement shall be construed according to the laws of the State of Connecticut, except as such laws are superseded by federal law.

IN WITNESS WHEREOF, the parties have caused this Trust Agreement to be executed on this day of December, 2014.

EMPLOYER:
THE METROPOLITAN DISTRICT

By _____
Title:

TRUSTEE:

Alvin E. Taylor

Lawrence J. Price

Albert F. Reichin

PETITION FOR DISABILITY RETIREMENT

EXECUTIVE SESSION

At 4:29 P.M., Chairman Taylor requested an executive session to discuss the petition for disability retirement.

On motion made by Commissioner Salemi and duly seconded, the Personnel, Pension & Insurance Committee entered into executive session to discuss the petition for disability retirement.

Those in attendance during the executive session:

Commissioners Daniel Camilliere, Donald Currey, Timothy Curtis, Thea Montanez, Pasquale J. Salemi, Raymond Sweezy, Alvin E. Taylor and District Chairman William A. DiBella; Attorneys Christopher R. Stone, Erin Ryan; Charles P. Sheehan, John Zinzarella and Bob Zaik.

RECONVENE

At 4:34 P.M., Chairman Taylor requested to come out of executive session and on motion made by Commissioner Curtis and duly seconded, the Committee came out of executive session and reconvened. No formal action was taken.

TO: Personnel, Pension and Insurance Committee for consideration on December 1, 2014.

Pursuant to Section G 1 b. of the General Ordinances, we are recommending that the Personnel, Pension and Insurance Committee approve a Disability Retirement effective November 1, 2014, for Mr. John Caruso, Jr. We have received the employee's written petition for consideration under the Disability Retirement provision. The employee's doctors have provided adequate medical information to support the condition that the employee is permanently disabled and cannot engage in any gainful occupation or employment. The medical condition was confirmed by the District's doctor.

A thorough review of this petition was conducted prior to advancing this recommendation for action.

Therefore, staff is recommending that the employee's petition for disability retirement be approved by this Committee.

It is therefore **RECOMMENDED** that it be:

VOTED: That the Personnel Pension and Insurance Committee recommend to the District Board passage of the following resolution:

RESOLVED: That effective November 1, 2014, Mr. John Caruso, Jr., shall be approved for a Disability Retirement pursuant to the terms and conditions of the General Ordinances of the Metropolitan District Commission.

Respectfully Submitted,

Charles P. Sheehan
Chief Executive Officer

On motion made by Commissioner Currey and duly seconded, the resolution was adopted by unanimous vote of those present.

COLLECTIVE BARGAINING AGREEMENT NEGOTIATION DISCUSSION

EXECUTIVE SESSION

At 4:35 P.M., Chairman Taylor requested an executive session to discuss collective bargaining agreement negotiation.

On motion made by Commissioner Camilliere and duly seconded, the Personnel, Pension & Insurance Committee entered into executive session to discuss collective bargaining agreement negotiations.

Those in attendance during the executive session:

Commissioners Daniel Camilliere, Donald Currey, Timothy Curtis, Thea Montanez, Pasquale J. Salemi, Raymond Sweezy, Alvin E. Taylor and District Chairman William A. DiBella; Attorney Christopher R. Stone and Steven Bonafonte.

RECONVENE

At 5:01 P.M., Chairman Taylor requested to come out of executive session and on motion made by Commissioner Camilliere and duly seconded, the Committee came out of executive session and reconvened. No formal action was taken.

APPROVAL OF EMPLOYMENT CONTRACT TERMS FOR CHIEF EXECUTIVE OFFICER AND DISTRICT COUNSEL

Chairperson Taylor requested without objection to combine the executive session for agenda items #7: Approval of Employment Contract Terms for CEO and #8: Approval of Employment Contract Terms for District Counsel. Hearing no objection, the executive sessions were combined into one executive session.

EXECUTIVE SESSION

At 5:03 P.M., Chairman Taylor requested an executive session to discuss the employment contract terms for CEO and the employment contract terms for District Counsel.

On motion made by Commissioner Sweezy and duly seconded, the Personnel, Pension & Insurance Committee entered into executive session to discuss personnel matters related to the Chief Executive Officer and District Counsel.

Those in attendance during the executive session:

Commissioners Daniel Camilliere, Donald Currey, Timothy Curtis, Thea Montanez, Pasquale J. Salemi, Raymond Sweezy, Alvin E. Taylor and District Chairman William A. DiBella; Attorney Christopher R. Stone.

RECONVENE

At 5:19 P.M., Chairman Taylor requested to come out of executive session and on motion made by Commissioner Sweezy and duly seconded, the Committee came out of executive session and reconvened. No formal action was taken.

**APPROVAL OF EMPLOYMENT CONTRACT TERMS FOR
CHIEF EXECUTIVE OFFICE**

Be it hereby resolved that the Personnel, Pension and Insurance Committee of the Metropolitan District ("PPI"), upon recommendation of the special subcommittee of the District Board charged with advising PPI on contract terms and conditions for the new Chief Executive Officer, hereby recommends to the District Board the contract terms and conditions attached hereto and incorporated herein by reference.

Respectfully submitted,

Charles P. Sheehan
Chief Executive Officer

On motion made by Commissioner Sweezy and duly seconded, the resolution was adopted by unanimous vote of those present.

APPROVAL OF EMPLOYMENT CONTRACT TERMS FOR DISTRICT COUNSEL

Be it hereby resolved that the Personnel, Pension and Insurance Committee of the Metropolitan District ("PPI"), upon recommendation of the special subcommittee of the District Board charged with advising PPI on contract terms and conditions for the full-time District Counsel, hereby recommends to the District Board the contract terms and conditions attached hereto and incorporated herein by reference.

Respectfully submitted,

Charles P. Sheehan
Chief Executive Officer

On motion made by Commissioner Sweezy and duly seconded, the resolution was adopted by unanimous vote of those present.

ADJOURNMENT

The meeting was adjourned at 5:20 PM

ATTEST:

John S. Mirtle, Esq.
District Clerk

Date Approved

