

**JOURNAL
OF
THE PERSONNEL, PENSION & INSURANCE COMMITTEE
OF
THE METROPOLITAN DISTRICT
COMMISSION**

**FOR THE YEAR
2010**

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Membership of the District is made up of the City of Hartford and
The Towns of Bloomfield, Newington, Wethersfield, Windsor,
East Hartford, Rocky Hill and West Hartford

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**MEMBERSHIP
OF
THE PERSONNEL, PENSION & INSURANCE COMMITTEE
2010**

ALVIN E. TAYLOR Chairman, Personnel, Pension and Insurance Committee
RAYMOND SWEEZY Vice Chairman, Personnel, Pension and Insurance Committee

DANIEL CAMILLIERE	J. LAWRENCE PRICE
TIMOTHY CURTIS	ALBERT F. REICHIN
JOHN M. GROTTOLE	PASQUALE J. SALEMI
JOSEPH KLETT	RAYMOND SWEEZY
MAUREEN MAGNAN	ALVIN E. TAYLOR
TRUDE H. MERO	JOSEPH VERRENGIA

MINUTES

OF

MEETINGS OF THE PERSONNEL, PENSION & INSURANCE COMMITTEE

HELD IN 2010

**Meeting
of
PERSONNEL, PENSION AND INSURANCE COMMITTEE
The Metropolitan District
555 Main Street, Hartford
Monday, January 11, 2010**

Present: Commissioners Timothy Curtis, John M. Grottole, Maureen Magnan, Pasquale J. Salemi, Raymond Sweezy, Alvin E. Taylor, Joseph Verrengia and District Chairman DiBella (8)

Absent: Commissioners Donna Hemmann, Joseph Klett, Trude H. Mero, J. Lawrence Price and Albert F. Reichin (5)

**Also
Present:** Charles P. Sheehan, Chief Executive Officer
John M. Zinzarella, Chief Financial Officer
Scott W. Jellison, Chief Operating Officer
Robert E. Moore, Chief Administrative Officer
R. Bartley Halloran, District Counsel
Kristine C. Shaw, District Clerk
Kerry E. Martin, Assistant to the Chief Executive Officer
Linda R. Foster, Executive Assistant
Patricia Speicher Werbner, Director of Human Resources
Richard H. Goldstein, Attorney, Pepe & Hazard LLP

CALL TO ORDER

Chairman Taylor called the meeting to order at 5:24 P.M.

PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS

No one from the public appeared to be heard.

APPROVAL OF MINUTES

*On motion made by Commissioner Curtis and duly seconded,
the meeting minutes of December 14, 2009 were approved.*

**2010 WAGE SCHEDULE ADJUSTMENT EXEMPT AND EXCLUDED EMPLOYEES-
Report 4.**

To: Personnel, Pension and Insurance Committee for consideration on December 14, 2009

It has been the District's practice to consider salary and benefit changes for all Exempt and Excluded and Unclassified Employees on an annual basis. In light of

this, staff recommends that the salary schedule for these employees be increased by 3.95%. This adjustment reflects the same general wage adjustment(s) that have been negotiated with all three of the collective bargaining units for 2010 and as were approved by the District Board.

This adjustment maintains the internal equity of and between all of the positions across the District, including bargaining units.

Accordingly, it is RECOMMENDED that it be:

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

RESOLVED: That, effective the first accounting week of the 2010 year (week-starting December 27, 2009), the salary schedule for all Exempt and Excluded and all Unclassified Employees be increased to by 3.95%.

Respectfully submitted,

Charles P. Sheehan
Chief Executive Officer

On motion made by Commissioner Sweezy and duly seconded the report was received.

EXECUTIVE SESSION

Prior to the vote, at 5:30 P.M., Chairman Taylor requested an executive session for the purpose of discussing union negotiations.

On motion made by District Chairman DiBella and duly seconded the Personnel, Pension and Insurance Committee entered into executive session for the purpose of discussing Union Negotiations.

Those is attendance during the executive session were as follows: Commissioners Timothy Curtis, John Grottole, William DiBella, Maureen Magnan, Pasquale J. Salemi, Raymond Sweezy, Alvin E. Taylor, Joseph Verrengia, Messrs. Sheehan, Jellison, Zinzarella, Moore, Patricia Speicher Werbner, and Attorney R. Bartley Halloran

RECONVENE

At 6:00 P.M., Commissioner Taylor requested to come out of executive session and on motion made by District Chairman DiBella and duly seconded the Personnel, Pension and Insurance Committee came out of executive session and reconvened.

Mr. Sheehan said that the preceding resolution included all Exempt & Excluded Employees and all Unclassified Employees. He said that the Unclassified Employees would also include the three Durational Project Engineers who are presently assigned to the Program Management Unit.

Chairman Taylor said that the motion had already been made and duly seconded, subsequently, the resolution was approved and recommended to the District Board by unanimous vote of those present.

ADJOURNMENT

The meeting was adjourned at 6:01 P.M.

ATTEST:


Kristine C. Shaw
District Clerk

March 8, 2010

Date Approved

**Meeting
of
PERSONNEL, PENSION AND INSURANCE COMMITTEE
The Metropolitan District
555 Main Street, Hartford
Monday, February 8, 2010**

Present: Commissioners Daniel Camilliere, John M. Grottole, Maureen Magnan, Trude H. Mero, Pasquale J. Salemi, Raymond Sweezy, Alvin E. Taylor, Joseph Verrengia and District Chairman DiBella (9)

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

Also

Present: Donna Hemmann, Commissioner
Charles P. Sheehan, Chief Executive Officer
Scott W. Jellison, Chief Operating Officer
Robert E. Moore, Chief Administrative Officer
John M. Zinzarella, Chief Financial Officer
Carl Bard, Deputy Chief, Program Management Unit
R. Bartley Halloran, District Counsel
Christopher R. Stone, Assistant District Counsel
Patricia Speicher Werbner, Director of Human Resources
Kristine C. Shaw, District Clerk
Lebert Thomas, Manager of Engineering & Planning
Louise Guarnaccia, Project Controls Manager
Frank Morse, Manager of Construction Services
Constantin Banciulescu, Interim Chief of Engineering
Robert Facey Jr., President, Local 3713
Tom Raffa, President, Local 1026
Michael Jefferson, PMU Diversity Manager
Carol Fitzgerald, Manager of Financial Control
Jay Wesley, Manager of Procurement
Kerry E. Martin, Assistant to the Chief Executive Officer
Linda R. Foster, Executive Assistant
Richard H. Goldstein, Attorney, Pepe & Hazard LLP
Brian McCarthy, Camp Dresser & McKee

CALL TO ORDER

District Chairman DiBella called the meeting to order at 5:15 P.M.

ROLL CALL AND QUORUM

The District Clerk called the roll and informed Chairman DiBella that a quorum of the Personnel, Pension and Insurance Committee was present, and the meeting was declared a legal meeting of The Metropolitan District of Hartford County, Connecticut.

ELECTION OF CHAIRMAN

District Chairman DiBella called for nominations for Chairman.

Commissioner Magnan nominated Commissioner Alvin E. Taylor for Chairman of the Personnel, Pension and Insurance Committee. There were no other nominations.

On motion made by Commissioner Magnan and duly seconded, Commissioner Taylor was unanimously elected Chairman of the Personnel, Pension and Insurance Committee.

Commissioner Taylor assumed the Chair and thanked the members of the Committee.

ELECTION OF VICE CHAIRMAN

Commissioner Salemi nominated Commissioner Raymond Sweezy for Vice Chairman of the Personnel, Pension, and Insurance Committee. There were no other nominations.

On motion made by Commissioner Salemi and duly seconded, Commissioner Sweezy was unanimously elected Vice Chairman of the Personnel, Pension and Insurance Committee.

PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS

No one from the public appeared to be heard.

APPROVAL OF MINUTES

On motion made by Commissioner Sweezy and duly seconded, the meeting minutes of December 14, 2009 were approved.

REENGINEERING - REPORT 6.

Chairman Taylor announced that the reengineering report will be provided by Charles P. Sheehan, Chief Executive Officer. He said that this report was just a

general overview at this point and there will be more detailed matters presented to the Committee at a later date.

Mr. Sheehan said that the Committee will not be asked this evening to act on this report and that Committee members will have a month to study it, ask questions and get additional information if needed. He said at the next meeting, the report will be more detailed but within the same framework of this presentation.

ADJOURNMENT

The meeting was adjourned at 6:03 P.M.

ATTEST:



Kristine C. Shaw
District Clerk

March 8, 2010

Date Approved

**Meeting
of
PERSONNEL, PENSION AND INSURANCE COMMITTEE
The Metropolitan District
555 Main Street, Hartford
Monday, March 8, 2010**

Present: Commissioners Daniel Camilliere, Timothy Curtis, John M. Grottole, Trude H. Mero, J. Lawrence Price, Albert F. Reichin, Pasquale J. Salemi, Raymond Sweezy, Alvin E. Taylor, and Joseph Verrengia (10)

Absent: Commissioners Joseph Klett and Maureen Magnan (2)

Also Present: Commissioner Donna Hemmann
Charles P. Sheehan, Chief Executive Officer
Scott W. Jellison, Chief Operating Officer
Robert E. Moore, Chief Administrative Officer
John M. Zinzarella, Chief Financial Officer
R. Bartley Halloran, District Counsel
Christopher R. Stone, Assistant District Counsel
David Ryan, District Labor Counsel
Patricia Speicher Werbner, Director of Human Resources
Kristine C. Shaw, District Clerk
Louise Guarnaccia, Project Controls Manager
Doris Poma, HR Diversity Officer & Interim Mgr of Employee Services
Robert Facey Jr., President, Local 3713
Gilbert Bironi, President, Local 184
Jay Wesley, Manager of Procurement
Stan Pokora, Manager of Treasury
Robert Zaik, Manager of Labor Relations
Kerry E. Martin, Assistant to the Chief Executive Officer
Linda R. Foster, Executive Assistant
Eric Young, GIS Analyst
Ann Marie Spielman, GIS Analyst
Richard H. Goldstein, Attorney, Pepe & Hazard LLP

CALL TO ORDER

Chairman Taylor called the meeting to order at 5:02 P.M.

APPROVAL OF MINUTES

On motion made by Commissioner Sweezy and duly seconded, the meeting minutes of January 11, 2010 and February 8, 2010 were approved.

CHANGE IN AGENDA

Chairman Taylor requested that if there was no objection, Agenda item #6 be taken up prior to Agenda item #5. There was no objection to his request.

MDC DEFINED BENEFIT PENSION PLAN-PLAN ASSET PERFORMANCE REVIEW-DECEMBER 31, 2009-Report 4.

John Zinzarella, Chief Financial Officer, introduced David Lee from Dahab Associates. Mr. Zinzarella said that Mr. Lee will run through the performance of the pension assets for the year ended December 31 2009 for the members of the Personnel, Pension and Insurance Committee.

Mr. Lee highlighted the Metropolitan District of Connecticut, Performance Review Report for the period ending December 2009.

Mr. Lee said the he would start his report with an overview of what happened in the prior quarter. He made the following remarks.

"As you know, this report covers the fourth quarter of 2009. It's changed dramatically, meaning that the markets have changed dramatically. The fourth quarter of 2009 really saw the close of a turnaround in the U.S. economy, as well as the world markets. Towards the tail end of 2008, as well as the first quarter of 2009, we essentially saw what potentially could have been the second great recession or great depression. The markets, as well as the federal governments around the world, saw this, and what they did was they tried to increase the stimulus that we saw on a fiscal basis because they really, at the end of the day, had to backstop a lot of financial institutions. And that's because the world has become intertwined in how financial institutions operate. Fortunately, we saw that turnaround. As you probably have heard, all on the radio, as well as TV, tomorrow will mark that one-year anniversary since we saw the turnaround of the market. So we've come back about 70% since that drop, giving us, at the end of the year, about a 26.5% return on the equity markets. Fixed income also performed well. Your fund, overall, did well, but before I jump into the sum of the numbers, I want to highlight some of that economic overview by flipping to our reports. On page one (1) on the bottom left-hand corner. This is a chart of what GDP growth looks like on a quarter by quarter basis. Before we had the turnaround towards the back half of 2009, we saw a full year of negative GDP growth, which is not good, of course. And typically the stock market portends what's going to happen in GDP by about six months or so, which is kind of what we saw also in the early part of 2009. And then, of course, we see on the next page, page two (2), top left portion of the page. Again, just to give a depiction of what we're talking about in terms of the market turnaround. You'll see that the S&P 500 had nice positive returns in the last three quarters. Somewhat as well in the international marketplace by the EAFE (Europe, Australasia and Far East) Index, which is on the right-hand side. So all of that just kind of provides a little bit of a backdrop to what we saw happen in the overall world economy. If you could flip to page seven 7 in the book...and this is where we get to some of the meat of the information. You'll see that the total fund gained 3.8% for the

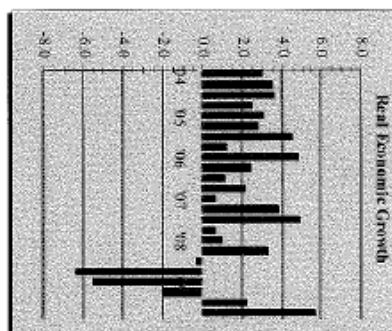
quarter exceeding your benchmark of 3.1%, putting you in the 19th percentile. I'm in the upper left-hand corner. Now, in this ranking, the lower the number, the better. So 1 is the best; 100 is the worst, 19th means that you all did pretty well. And as you can see, we ranked this fund relative to other public funds. If you go down that column, you notice that every piece of the puzzle here was very good for the quarter. Large-Cap Equity came in at 6.0% versus the benchmark at 6.0%, in line with the bench mark – 59% percentile. Small-Cap came in at 4.9% versus 3.9%, the Russell 2000, putting you in the 54th percentile. International Equity was at 5.2% versus 2.2%, in the 11th percentile. Domestic Fixed Income at 1.6 versus either the RL GIC (Guaranteed Investment Certificate) Index of 1.2% or the Barclays AGG (Aggregate Bond Index) of 0.2% ranking the performance in the top quartile. Global Fixed Income was down a little bit, -1.6%, but still ahead of your benchmark at -1.9%. And that was in the 94th percentile. When you look at it as a whole, your fund was in the top quintile. Staying at the top row, what I'm going to do is just go over to the 12-month column, which is the middle. You'll see that the fund was up 24% relative to your benchmark of 18.5%, putting you in the 17th percentile. Again, a very good number. And even over the long term of about 5 years and change, the fund was up 4.4% versus a 3.0%. Again, the 18th percentile. So overall, very good numbers. I want to highlight on the right-hand side, top of the page, we have an asset allocation, which I will get to in another page. And the bottom right-hand of the portion is the investment return. This is where we show you dollars and cents of where you started off at the quarter and how you got to the end of the quarter. What monies came in; what monies went out. So at the beginning of the quarter, the fund had just shy of \$129 million, so \$128.8 million. About \$1.8 million was taken out, and you gained about \$5 million combined income, as well as capital gains. So at the end of the quarter, the fund was up to nearly \$132 million."

(Referenced Pages Inserted below)

ECONOMIC ENVIRONMENT

The Road to Recovery

The U.S. and other major global economies continued to gain strength during the fourth quarter of 2009. While credit remained tight, there were clear signs that most areas were improving. The U.S. and many other countries' stimulus programs have boosted economic activity. While the programs have varied in their approaches the broad consensus is that the "Great Recession" is either over or nearly so thanks to massive government spending.



Domestically, economists claim that the stimulus has saved roughly 2.5 million jobs. At the same time, the average consumer has begun to pay down personal debt and is actually in a net savings mode. Surprisingly, consumer spending is up slightly too, having risen one percent in December from a year ago. Existing home sales appear to have bottomed and sale prices have crept up in some regions of the country thanks to an \$8,000 incentive for first time homebuyers. Unfortunately, while the Government's first time homebuyer tax credit stimulated sales, many more foreclosures are still expected in 2010.

On the credit front, major banks recently have returned some or all of their Government loans. One hundred and forty U.S. banks were closed down in 2009 by the regulators. The credit markets continue to re-liquify and reflect narrowing interest rate spreads between Treasuries and corporate bonds of all stripes. Corporations are again able to borrow in the public market. Even highly leveraged REITs have raised billions of dollars throughout 2009, thus staving off collapse of the property sector. While there is great uncertainty about commercial property refinancing in the next year, the impact of defaults in this sector has not been great to date.

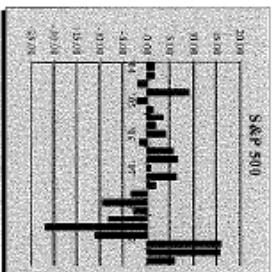
All of the stimulus spending is leading to growing budget deficits, which will either lead to higher taxes or inflation at some future date. For now, inflation remains reasonably contained, in large part because of high unemployment. Recent figures indicate that unemployment may have peaked at 10%. If that figure begins to drop significantly, some action may be needed to forestall inflationary pressures.

The Federal Reserve has sustained its near zero interest rate stance for short-term rates. Ten year Treasuries ended 2009 well below 4%. These historically low rates helped drive corporate borrowing, which in turn, led to increased manufacturing activity. Besides benefiting from low borrowing rates, corporations also reduced their costs. These steps helped to improve profits. In addition, the falling U.S. dollar has helped to push up exports and dampened imports.

For the full year, the Consumer Price Index (CPI) rose 2.7%. When food and energy are excluded, 2009 inflation was a more modest 1.8%. Despite persistent economic headwinds and a risk-averse American consumer, stocks and bonds continued to perform well during the quarter.

EQUITY MARKET

While fourth quarter returns were muted compared to those of the two prior quarters, they were still healthy. The S&P 500 returned 6.0%, including dividends. All but one of the S&P sectors returned 6% or more. Consumer Durables (+16.2%) and Computer Technology (+12.3%) led the way, sparking these gains were higher than expected consumer holiday purchases and capital expenditures in the technology sector.



Consumer Services rallied 9.6% as there was less uncertainty surrounding healthcare reform. The financial sector (-1.9%) suffered partly due to new regulatory concerns and the distinct possibility of further asset write-downs. Profit taking also impacted this sector, which had rocketed up 31% just one quarter ago.

The Russell 2000, representing small-cap stocks, gained less than the S&P or 3.9%. However, the Russell 2000 small caps bested S&P 500 large caps for the year: 27.2% vs. 26.5%.

Continuing the pattern since March, growth stocks beat value stocks across market caps during the quarter. As evidence, the Russell 3000 Growth Index added 7.7% compared to 4.2% for the Russell 3000 Value Index.

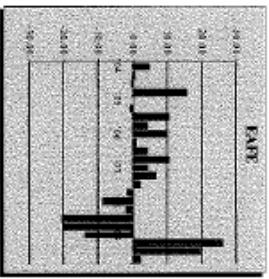
The year-end dividend yield for the S&P was 2.3% and the price/earnings ratio was 17.3 times. The yield was lower and the P/E higher than three months earlier, reflecting higher stock prices.

The investment "sweet spot" for year 2009 was in the mid-cap growth space. The Russell Mid Cap Growth Index posted a breathtaking 46.3% advance. Still, virtually all domestic stock indices rose 20% or more. Bottom line: the selling frenzy of 2008 and early 2009 turned into a buying stampede for the latest nine-months.

INTERNATIONAL EQUITIES

Again, for the fourth straight quarter, emerging markets trounced their developed country counterparts. MSCI Emerging Markets roared ahead 8.6% (in U.S. dollar terms) while the EAFE returned only 2.2%. For year 2009, EAFE outperformed most U.S. stock markets, returning 32.5%.

Emerging markets soared 7.9% during the same period. Increased domestic demand for products, less financial sector stress, and rising commodity exports helped many EM countries to surpass EAFE in the last quarter and for the year as a whole. The BRIC countries (Brazil, Russia, India and China) were featured players in these spectacular results. The best performer of all was Brazil, gaining 13.1% for the quarter and 128.6% for the year.



Among EAFE country components, the UK gained a solid 7.0%. By comparison, EAFE Europe excluding the UK turned in a modest 1.6% return. Dragging down results were Greece, Austria and to a lesser extent Finland, Denmark, Japan and

METROPOLITAN DISTRICT OF CONNECTICUT

DECEMBER 31ST, 2009

EXECUTIVE SUMMARY

PERFORMANCE SUMMARY						ASSET ALLOCATION		
	Quarter	Y-T-D	12 Months	3-Years	Annualized Since 12/2004			
Total Portfolio		3.8%	24.0%	24.0%	0.2%	4.4%		
<i>PUBLIC FUND RANK</i>	(19)	(17)	(17)	(26)	(18)			
POLICY INDEX	3.1	18.5	18.5	-0.5	3.0			
Large Cap Equity	6.0	33.6	33.6	-4.6	1.5			
<i>LC CORE RANK</i>	(59)	(11)	(11)	(25)	(29)			
S&P 500	6.0	26.5	26.5	-5.6	0.4			
Small Cap Equity	4.9	44.3	44.3	-3.5	2.7			
<i>SMALL CAP RANK</i>	(54)	(17)	(17)	(53)	(55)			
RUSSELL 2000	3.9	27.2	27.2	-6.1	0.5			
Intl' Equity	5.2	42.9	42.9	-4.3	5.2			
<i>INTL EQ RANK</i>	(11)	(16)	(16)	(49)	(51)			
MSCI EAFE	2.2	32.5	32.5	-5.6	4.0			
Domestic Fixed	1.6	6.3	6.3	6.9	7.0			
<i>CORR/FIXED RANK</i>	(25)	(84)	(84)	(38)	(4)			
RL GIC INDEX	1.2	4.8	4.8	4.6	4.7			
BARCLAYS AGG	0.2	5.9	5.9	6.0	5.0			
Global Fixed	-1.6	6.6	6.6	9.7	---			
<i>GLOBAL FIXED RANK</i>	(94)	(83)	(83)	(11)	8.1			
CITI WGBI	2.6	4.5						
INVESTMENT RETURN								
Market Value 9/2009						\$ 138,792,412		
Contribs / Withdrawals						-1,750,374		
Income						757,006		
Capital Gains / Losses						4,133,147		
Market Value 12/2009						\$ 131,932,191		

After further discussion, Mr. Lee commented that the next step would be to run an asset allocation and a compliance report for the Committee.

(A copy of the "Metropolitan District of Connecticut, Performance Review-December 2009 is maintained in the Office of the District Clerk)

**DISCUSSION OF POSSIBLE ACTION REGARDING PENDING LABOR DISPUTES
RELATING TO PENSION NEGOTIATIONS-Report 6.****EXECUTIVE SESSION**

At 5:30 p.m., Chairman Taylor requested an executive session for the purpose of discussing a pending labor dispute relating to pension negotiations.

On motion made by Commissioner Reichin and duly seconded, the Personnel, Pension and Insurance Committee entered into executive session for the purpose of discussing the pending labor dispute relating to pension negotiations.

Those in attendance during the executive session were as follows:

Commissioners Daniel Camilliere, Timothy Curtis, John M. Grottole, Trude H. Mero, J. Lawrence Price, Albert F. Reichin, Pasquale J. Salemi, Raymond Sweezy, Alvin E. Taylor, Joseph Verrengia, Attorneys Halloran, Stone and Ryan, Messrs. Moore, Zaik and Patricia Speicher Werbner

RECONVENE

At 6:20 p.m., Chairman Taylor requested to come out of executive session and on motion made by Commissioner Reichin and duly seconded, the Personnel, Pension and Insurance Committee came out of executive session and reconvened. No formal action was taken.

**CONSIDERATION OF AND POTENTIAL ACTION REGARDING PENDING
RECLASSIFICATION REQUESTS-Report 5.****EXECUTIVE SESSION**

At 6:21p.m., Chairman Taylor requested an executive session for the purpose of discussing a pending claim before the State Labor Board relative to pending reclassifications.

On motion made by Commissioner Sweezy and duly seconded, the Personnel, Pension and Insurance Committee entered into executive session for the purpose of discussing a pending claim before the State Labor Board relating to pending reclassifications.

Those in attendance during the executive session were as follows:

Commissioners Daniel Camilliere, Timothy Curtis, John M. Grottole, Trude H. Mero, J. Lawrence Price, Albert F. Reichin, Pasquale J. Salemi, Raymond Sweezy, Alvin E. Taylor, Joseph Verrengia, Attorneys Halloran and Stone, Messrs. Moore, Zaik and Patricia Speicher Werbner

RECONVENE

At 6:35 p.m., Chairman Taylor requested to come out of executive session and on motion made by Commissioner Reichin and duly seconded, the Personnel, Pension and Insurance Committee came out of executive session and reconvened. The following action was taken:

Carpenter-Job Classification Amendment

To: Personnel, Pension and Insurance Committee for consideration on March 23, 2010

We are recommending that the Classification Plan be amended to reflect the attached job specification and value change for the *Carpenter* classification (proposed LT-11, annual range -2009 is \$54,600.00 to \$65,520.00). The present salary range is \$52,000.00 to \$62,337.60. There is one incumbent. There is a low amount of retroactivity (\$620.00) because the incumbent has received compensation under a temporary higher-classified assignment (lead mechanic).

The incumbent performs in the lead capacity in full spectrum of carpentry types of projects, including the lay-out and design of office settings and other retro-fit commercial spatial adjustments. The incumbent plans, designs and coordinates the implementation of various types of repair and renovation projects. The incumbent is required to make critical commercial carpentry-types of determinations.

A thorough review of this position was conducted. The verbal and written input from the petitioning employee and supervision was considered. It was determined that this employee's breadth and difficulty of assigned tasks was increased. The Scope and Complexity classification factor has to be adjusted one level.

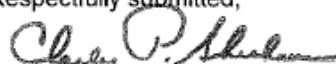
Therefore, staff is recommending that the classification system be amended to reflect the attached job specification changes for the *Carpenter* position and to re-allocate the salary to LT-11 labor grade.

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 the classification system be amended to reflect the attached job specification changes for the *Carpenter* position and to re-allocate the salary to LT-11 labor grade.

Respectfully submitted,


Charles P. Sheehan
Chief Executive Officer

TITLE: CARPENTERCODE: 39302GENERAL DESCRIPTION:

This is full performance of commercial carpentry work involving the performance of all phases of ~~design, lay-out, rough and finish carpentry and retro-fit projects and applications.~~

Work involves responsibility for safe construction and repair of wooden or related objects. Duties include constructing and repairing a wide variety of wood or related objects and installing building materials and hardware. This position also has the responsibility for ~~making critical commercial carpentry decisions.~~ This work requires that the employee have very good knowledge, skill and ability in carpentry work, including the ability to lead assistants.

SUPERVISION RECEIVED:

Work under the general supervision of a crew leader or supervisor.

EXAMPLES OF DUTIES:

~~Designs, drafts lay-outs, constructs and repairs a wide variety of structures, frames, facilities, and fixtures in the shop and in the field. Performs minor masonry, roof and related repairs.~~

Constructs and repairs furniture, shelves, counters, cabinets, and related objects in the shop and in the field.

Installs insulation, ~~wall board, door frames, ceilings and floors, including floor tiles.~~

Installs and repairs related hardware.

May perform elementary electrical and plumbing tasks associated with assigned projects.

Performs work in a safe manner and observes all safety procedures.

Uses all tools, equipment and materials responsibly and performs basic inspection and preventive maintenance prior to use.

Fills out job or shift report forms, as assigned.

Performs work of lower classifications, as necessary.

Oversees the work of helpers, as assigned.

Performs related work as required.

5-2

TITLE: CARPENTER

CODE: 39302

KNOWLEDGE, SKILLS AND ABILITIES:

Good knowledge of the tools, equipment and methods of carpentry.

Good knowledge of the work standards and safety procedures in carpentry.

Good skill in the use of the tools and equipment of the carpentry trade.

Good ability to perform carpentry work safely, effectively and efficiently.

Some ability to perform elementary electrical and plumbing trade tasks.

Good ability to follow oral and written instructions and to learn District procedures. Good ability to communicate orally.

Good ability to fill out forms.

Some ability to oversee the work of others.

Considerable ability to establish and maintain effective working relationships with coworkers.

QUALIFICATIONS:

A high school or trade school diploma or the equivalent plus four years of varied carpentry experience, or an equivalent combination of education and qualifying experience substituting on a year-for-year basis.

SPECIAL REQUIREMENTS:

Must have a valid driver's license.

Machinist/Maintenance Mechanic 2-Job Classification Addition

To: Personnel, Pension and Insurance Committee for consideration on March 8, 2010

We are recommending that the Classification Plan be amended to reflect the new job specification for a *Machinist/Maintenance Mechanic 2* classification with a proposed value of LT-12 salary grade (annual range -2009 is \$57,408.00 to \$68,910.40). The creation of this machinist/mechanic position recognizes the specific job assignments provided to this group. The employees assigned to this position handle all of the plants maintenance duties, including special rigging to retro-fit new equipment and parts, the fabrication of parts and tools, and the lay-out and design of intricate and complex maintenance projects.

This proposal would address five incumbent journey level trades personnel assigned to the Plants Maintenance Activity. The two analysts have master level technical degrees and are affiliated with various professional organizations. The projected retroactivity (effective: June 22, 2008) is \$23,000.00, including overtime.

A thorough review of this position was conducted. The verbal and written input from the petitioning employee and supervision was considered. It was determined that because of design lay-out and planning requirements, combined with the machinist duties, the Decision Making Discretion classification factor had to be adjusted one level. The incumbents exercise more discretion in their roles of project lay-out and design.

Therefore, staff is recommending that the classification system be amended to reflect the addition of a *Machinist/Maintenance Mechanic 2* and to allocate the position to LT-12 salary grade.

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 the classification system be amended to reflect the addition of a *Machinist/Maintenance Mechanic 2* position and to allocate the position to LT-12 salary grade.

Respectfully submitted,



Charles P. Sheehan
Chief Executive Officer

TITLE: MACHINIST/MAINTENANCE MECHANIC 2

CODE: 39306

GENERAL DESCRIPTION:

This is responsible stationary equipment maintenance work involving the maintenance, repair and fabrication work related to plant equipment and parts.

Work involves responsibility for safe fabrication and repair of standard machinery, and the use of various machine tools, the review of blueprints, the development of lay-out, specifications and design plans and the cross-checking of repairs and fabrications for accuracy and effectiveness. Duties include operating maintenance power equipment, machine shop equipment, repairing machinery and overseeing assistants when assigned. This position also has the responsibility for making standard machinist and machinery repair decisions. This work requires that the employee have good knowledge, skill and ability in stationary equipment mechanic and machinist work.

SUPERVISION RECEIVED:

Works under the general supervision of a Plant Maintenance Supervisor or other supervisor.

EXAMPLES OF DUTIES:

Maintains and repairs standard motors, conveyors, pumps, compressors, turbines, and related equipment. Sets up and operates machine and precision hand tools to fit, manufacture or repair metal parts, machinery and frameworks. Disassembles, repairs and reassembles components and equipment to ensure proper alignment, balance and tolerances. May make sketches or use blueprints and design plans in diagnosing and repairing equipment.

Operates lathes, grinders, milling machines, drill presses, and other machine shop equipment to fabricate parts to tolerances. Refers to blueprints, engineering drawings, damages parts or part descriptions to determine dimensions and tolerances of the parts to be manufactured or repaired.

Understands sequence of machine and equipment operation.

Performs welding, rigging, plumbing, and carpentry, as assigned. Develops plans and project specification lists to ensure efficient completion of repair or installation. Collects information from process operators and supervisors. Performs related work as required.

Performs work in a safe manner and observes all safety procedures. Fills out job or shift report forms, as assigned. Performs work of lower classifications, as necessary.

Uses all tools, equipment and materials responsibly and performs basic inspection and preventive maintenance prior to use. Oversees the work of assistants, as assigned.

Responds to emergencies at any time of day or night, as directed. Serves on-call, as assigned.

TITLE: MACHINIST/MAINTENANCE MECHANIC 2CODE: 39306KNOWLEDGE, SKILLS AND ABILITIES:

Good knowledge of the tools, equipment and methods of maintenance mechanic and ~~machinist~~ work. Good knowledge of machine and equipment operation. Good ability to troubleshoot and resolve equipment operating issues.

Good knowledge of the work standards and safety procedures in maintenance mechanic and ~~machinist~~ work. Good skill in the use of the tools and equipment of the machinist trade.

Considerable ability in project and ~~plan~~ lay-out work, including determining appropriate labor, tools, methods and parts and supplies required.

Good ability to perform maintenance mechanic and ~~machinist~~ work safely, effectively and efficiently.

Good ability to follow oral and written instructions and to learn District procedures. Good ability to communicate orally. Good ability to oversee the work of others.

Good ability to fill out forms.

Considerable ability to establish and maintain effective working relationships with coworkers.

QUALIFICATIONS:

A high school or trade school diploma or the equivalent plus three years of ~~journey~~ level maintenance mechanic or ~~machine shop~~ experience in an industrial processing or manufacturing facility, or an equivalent combination of education and qualifying experience substituting on a year-for-year basis.

SPECIAL REQUIREMENTS:

Should secure and retain advanced welding certification. Must have a valid driver's license.

5-1a

Plant and Pump Station Maintenance Supervisor-Job Classification Addition

To: Personnel, Pension and Insurance Committee for consideration on March 8, 2010

We are recommending that the Classification Plan be amended to reflect the new job specification for a *Plant and Pump Station Maintenance Supervisor* classification with a proposed value of SS-07 (annual range -2009 is \$76,231.42 to \$91,492.96). The creation of this position recognizes the realignment of accountabilities already affected. The incumbent assesses, assigns and evaluates all plants maintenance and pump station assignments, paying particular attention to preventative maintenance and planned replacement issues and cycles. This responsibility will allow the District to accurately budget expenditures while conserving precious resources.

A thorough review of this position was conducted. The verbal and written input from the petitioning employee and supervision was considered. It was determined that because of wider scope of authority and the complexity of the new assignments, the Scope and Complexity classification factor had to be adjusted one level.

There is one incumbent. The estimated amount of retroactivity is \$750.00.

Therefore, staff is recommending that the classification system be amended to reflect the addition of a *Plant and Pump Station Maintenance Supervisor* and to allocate the position to SS-07 salary grade.

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 the classification system be amended to reflect the addition of a *Plant and Pump Station Maintenance Supervisor* and to allocate the position to SS-07 salary grade.

Respectfully submitted,


Charles P. Sheehan
Chief Executive Officer

5-7

TITLE: PLANT AND PUMP STATION MAINTENANCE SUPERVISOR CODE: 39333

GENERAL DESCRIPTION:

This is responsible technical and supervisory work in the repair, modification or alteration, maintenance and care of wastewater and water treatment facilities and processes, including pump stations, water storage facilities and lift stations.

Work involves responsibility for assisting in, developing and maintaining a comprehensive and uniform preventative and corrective maintenance program, and for supervising skilled journeymen level and semi-skilled employees engaged in all aspects of the repair, maintenance and care of water treatment, water distribution and wastewater treatment facilities, pumping stations, facilities and appurtenances. Work also includes preparation of manpower, materials and cost estimates for assigned projects. Work involves independent assessments and initiative to complete assignments in a safe, timely and cost-effective manner. Duties include the scheduling and supervision of trades' workers and pump station operations and maintenance. This position also has the responsibility for assistance in making difficult repair decisions and setting daily work priorities. This work requires that the employee have good knowledge, skill and ability in facilities and pump station maintenance and repair and related systems and facilities.

SUPERVISION RECEIVED:

Works under the general supervision of the Plant Maintenance Administrator.

EXAMPLES OF DUTIES:

Schedules, assigns, trains, supervises and inspects work of skilled and semi-skilled workers engaged in the repair, modification, preventative or corrective maintenance, and equipment installation at wastewater and water treatment facilities, pumping stations, lift stations or other assigned areas. Responds to emergencies.

Conducts inspections, reviews and evaluation of plant and pumping station maintenance activities.

Develops projects specifications, prepares cost estimates for material, supplies, equipment and labor needs and orders necessary materials, supplies and equipment; participates in the development of the maintenance budget.

Fills out forms and reports on completed work assignments and completes employee time records. Maintains equipment records. Controls expenditures within fund allocations.

Diagnoses equipment malfunctions to coordinate required repairs, analyses component failures, assesses efficiencies of operating systems to reduce operating and maintenance costs.

5-8

Trains and counsels employees. Administers union contract language and oral warnings and recommends higher level discipline. Assists in employee selection. Assures safe work practices.

Coordinates activities on a short and long term basis to assure personnel, materials and equipment necessary for projects and objectives.

Performs related work as required.

TITLE: PLANT AND PUMP STATION MAINTENANCE SUPERVISOR

CODE: 39333

KNOWLEDGE, SKILLS AND ABILITIES:

Considerable knowledge of plant and pump station operations and maintenance.

Good knowledge of the principles and practices of electrical, hydraulics, pneumatic, plumbing and mechanical equipment maintenance and repair.

Good knowledge of public administration principles and practices as applied to work unit reporting and routine administrative procedures.

Good ability to communicate orally and in writing and to lead others to a work unit.

Good ability to administer policies and procedures including scheduling, routine decision-making and the completion of forms and reports.

Good ability to supervise others in a work unit.

Considerable ability to establish and maintain effective working relationships with coworkers and vendors.

QUALIFICATIONS:

A high school diploma or the equivalent, including some course work at the college level in electrical or mechanical technology plus six years of progressively responsible plant maintenance and repair experience, including at least some supervisory experience, or an equivalent combination of education and qualifying experience substituting on a year-for-year basis.

Progressive experience at supervisory level in the maintenance and repair of water and/or wastewater treatment facilities, monitoring equipment, electrical and mechanical systems or related industrial plant maintenance.

SPECIAL REQUIREMENTS: Must have a valid driver's license.

Plumber-Job Classification Amendment

To: Personnel, Pension and Insurance Committee for consideration on March 8, 2010

We are recommending that the Classification Plan be amended to reflect the attached job specification and value change for the *Plumber* classification (proposed LT-12, annual range -2009 is \$57,408.00 to \$68,910.40). The present salary range is \$54,600.00 to \$65,520.00. There are **two** incumbents. The projected retroactivity (effective: June 22, 2008) is approximately \$7,500.00.

The incumbents perform in the journeyman industrial plumbing capacity. The incumbents plan, design and implement various plumbing applications and adjustments, including installing chemical pump and feed mechanisms, effecting processing flow changes and coordinating ventilation and air circulatory systems changes. The incumbents are required to make critical industrial plumbing-types of determinations.

A thorough review of this position was conducted. The verbal and written input from the petitioning employees and supervision was considered. It was determined that these employees make independent plumbing decisions and to report the results to supervision. The **Decision Making Discretion** classification factor has to be adjusted one level.

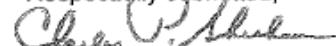
Therefore, staff is recommending that the classification system be amended to reflect the attached job specification changes for the *Plumber* position and to re-allocate the salary to LT-12 labor grade.

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 the classification system be amended to reflect the attached job specification changes for the *Plumber* position and to re-allocate the salary to LT-12 labor grade.

Respectfully submitted,



Charles P. Sheehan
Chief Executive Officer

✓ 10

TITLE: PLUMBERCODE: 39303GENERAL DESCRIPTION:

This is very responsible licensed industrial plumbing and heating work involving the repair and maintenance of plant, processing equipment and facilities plumbing and heating systems.

Work involves responsibility for safe maintenance, repair and installation of plumbing and heating systems and equipment. Duties include performing ~~journey level~~ industrial plumbing and heating work. This position also has the responsibility for making standard plumbing trade decisions. This work requires that the employee have very good knowledge, skill and ability in plumbing and heating work.

SUPERVISION RECEIVED:

Works under the general supervision of a crew leader or supervisor.

EXAMPLES OF DUTIES:

Performs ~~industrial~~ and processing plumbing and ~~heating~~ work at the journey level. Maintains, designs retro-fits and new systems, installs and repairs plumbing, water pipes, heating boilers, heating pipes, and process piping systems.

Detects and repairs plumbing and heating system problems in all types of environments, including raw sewage.

Performs work in a safe manner and observes all safety procedures.

Uses all tools, equipment and materials responsibly and performs basic inspection and ~~preventive~~ ~~maintenance~~ prior to use. Coordinates rigging and mechanical lifting operations for heavy mechanism installation.

Fills out job or shift report forms, as assigned.

Responds to emergencies at any time of day or night, as directed. Serves on-call, as assigned.

Performs work of lower classifications, as necessary.

Oversees the work of helpers, as assigned.

Performs related work as required.

5-11

TITLE: PLUMBERCODE: 39303KNOWLEDGE, SKILLS AND ABILITIES:

Very good knowledge of the tools, equipment, controls, and methods of industrial plumbing and heating work.

Good knowledge of the work standards and safety procedures in plumbing and heating work.

Good skill in the use of the tools and equipment of the plumbing and heating trade.

Good ability to perform plumbing and heating work safely, effectively and efficiently.

Good ability to follow oral and written instructions and to learn District procedures. Good ability to communicate orally.

Good ability to fill out forms.

Some ability to oversee the work of others.

Considerable ability to establish and maintain effective working relationships with coworkers.

QUALIFICATIONS:

A high school or trade school diploma or the equivalent plus five years of industrial plumbing and heating experience.

SPECIAL REQUIREMENTS:

Must have a valid driver's license.

Must have a valid Connecticut P-2 Plumber's license.

Principal Geographic Information Systems Analyst-Job Classification Addition

To Personnel, Pension and Insurance Committee for consideration on
 March 8, 2010

We are recommending that the Classification Plan be amended to reflect the addition of a *Principal Geographic Information Systems Analyst* classification with a proposed value of PT-14 salary grade (annual range -2009 is \$65,344.50 to \$78,448.50). There is a current classification (*Geographic Information Systems Analyst*) allocated to PT-13 salary grade with an annual range of \$62,224.50 to \$74,646.00. The creation of a principal position allows the District to retain highly skilled technical professionals while providing a leadership role with other less-experienced analysts.

This proposal would address two journey level analysts presently assigned to the *Geographic Information Systems Analyst* position. The two analysts have master level technical degrees and are affiliated with various professional organizations. The projected retroactivity (eff September 5, 2008) is \$4,820.00.

This position provides information to various sources internal and external to the District. There are extensive inter-actions with the Program Management Unit, the Member Towns and to the general public. The G.I.S. unit installs, maintains, upgrades and configures G.I.S. software and supporting hardware. The unit works with the Information Technology unit in linking the G.I.S. system to SAP.

A thorough review of this position was conducted. The verbal and written input from the petitioning employee and supervision was considered. It was determined that because of technical advances most notably, the movement from the regular camera to digital equipment, and the need to develop new types of databases, the **Scope and Complexity** classification factor had to be adjusted one level. The breadth of the assigned work is more complex; the assigned work is more difficult.

Therefore, staff is recommending that the classification system be amended to reflect the addition of a *Principal Geographic Information Systems Analyst* and to allocate the position to PT-14 salary grade.

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 the classification system be amended to reflect the addition of a *Principal Geographic Information Systems Analyst* position and to allocate the position to the PT-14 salary grade.

Respectfully submitted,


Charles P. Sheehan
Chief Executive Officer

TITLE: PRINCIPAL GEOGRAPHIC INFORMATION SYSTEM ANALYST CODE: 24328

GENERAL DESCRIPTION:

This is highly responsible professional lead geographic information systems analysis and digital data base development and maintenance work. The purpose of this classification is to provide oversight, guidance and expertise to employees of the department.

The work involves the planning and coordination of specific functional areas and activities in Geographic Information System (GIS) and oversight of project work and analyses performed by analysts in the department. Duties include developing, updating, and maintaining GIS databases; developing, installing, maintaining and/or troubleshooting hardware, software and peripheral equipment; creating GIS maps and presentations; and providing GIS support to internal and external customers.

SUPERVISION RECEIVED:

Works under the general supervision of the Manager of Geographic Information System.

EXAMPLES OF DUTIES:

Assists manager in the oversight and guidance of department personnel. Provides input into the development, coordination and implementation of department GIS policy and procedure. Leads and manages special departmental and District-wide projects.

Prepares or directs the preparation of reports, manuals and correspondence.

Assists with developing cost estimates for upgrades, contracts, agreements and technical reports; assists with developing specifications for hardware and software purchases; and assists the GIS Manager with preparing the annual budget as it relates to system improvement requirements.

Operates personal and laptop computers, plotters, and general office equipment as necessary to complete essential functions, to include the use of GIS software, word processing, spreadsheet, database, or other system software.

Develops, updates and maintains GIS databases and data files; applies quality control procedures to ensure accuracy; converts data to and from GIS formats; converts data for external distribution; configures access to GIS data in networked environment; maintains GIS data links to other databases and equipment; develops and implements, data management procedures; and related reports; and performs file management.

5-14

Installs, upgrades, configures and/or maintains GIS hardware, data base software, other software applications, operating systems, networks and peripheral equipment; troubleshoots and repairs hardware and software problems; creates applications in support of District functions using GIS data, external databases, GIS analysts tools and other software applications; and develops new programs to improve system management and efficiency.

TITLE: PRINCIPAL GEOGRAPHIC INFORMATION SYSTEM ANALYST CODE: 24328

Coordinates implementation and other systems activities with other District staff, consultants and vendors; and coordinates the technical needs of other user groups both in side and outside the District. Analyzes complex geographic data.

Performs systems administration work; performs data back ups; maintains users of network; sets user access levels to GIS licenses and data; administers the network hardware and software; develops and implements system maintenance standards; monitors system security, data base protocol, and cartography standards; and maintains data schema and integrity.

Prepares maps using GIS data and software; creates custom maps for internal and external customers; converts maps and data for easy display in distribution over inter-/intra-net sites; prepares presentation quality maps and graphics for large format plotter output and presentations.

Coordinates GIS support contracts and other vendor contracts and agreements.

Performs special assignments and projects as requested; and may supervise a small work group for assigned projects

KNOWLEDGE, SKILLS AND ABILITIES:

Considerable knowledge of geographic information systems and cartographic principles and practices.

Good knowledge of public administration principles and practices as applied to work unit reporting and routing administrative procedures.

Good knowledge of cartography, geodesy and photogrammetry as related to digital databases.

Considerable ability in oral and written communications. Good leadership skills and abilities.

Good ability to administer policies and procedures including planning, routine decision-making, and report development and writing.

Considerable ability to establish and maintain effective working relationships with co-workers, consultants, vendors, town officials, other utilities, and other governmental agencies.

QUALIFICATIONS:

5-15

A bachelor's degree in information systems, geography, or related field; supplemented by minimum of five years previous GIS experience. Practical experience is not an acceptable substitute for degree requirement. Master's Degree in GIS is desirable.

Trains and counsels employees. Administers union contract language and oral warnings and recommends higher level discipline. Assists in employee selection. Assures safe work practices.

Coordinates activities on a short and long term basis to assure personnel, materials and equipment necessary for projects and objectives.

Performs related work as required.

SPECIAL REQUIREMENTS: None.

Utility Operations Maintainer (Primary Response)-Job Classification Amendment

To: Personnel, Pension and Insurance Committee for consideration on March 8, 2010

We are recommending that the Classification Plan be amended to reflect the attached job specification and value change for the *Utility Operations Maintainer* (Primary Response) classification (proposed LT-08, annual range -2009 is \$47,153.60 to \$56,617.60). The present salary range is \$45,011.20 to \$54,038.40. There are five incumbents. This classification recommendation is supported by the attached agreement negotiated with Local 184, AFSCME. The projected retroactivity is \$3,380.00.

The incumbents perform in the role of primary customer and system response. The employees diagnose the issues and problems to effect a plan of action to rectify or correct the situation or problem. Currently, we have employees assigned to the *Utility Operations Shift Maintainer* position. These employees perform similar duties but on the off-shifts, week-ends and Holidays. The *Utility Operations Shift Maintainer* classification is allocated to LT-09 salary grade primarily because the employees perform there duties outside the direct control of supervision.

The *Utility Operations Maintainer* position is part of the designs to create a Primary Response unit. The unit will address, handle and initiate action to resolve or dispose of any type of Customer issue or complaint. By assigning response and investigative work to the *Utility Operations Maintainer* position, the District allows the Systems Repair personnel (formerly assigned) to concentrate on repairing and correcting system-related issues.

A thorough review of this position was conducted. The verbal and written input from the petitioning employees and supervision was considered. It was determined that this employee's breadth and difficulty of assigned tasks was increased. The Scope and Complexity classification factor has to be adjusted one level.

Therefore, staff is recommending that the classification system be amended to reflect the attached job specification changes for the *Utility Operations Maintainer* (Primary Response) position and to re-allocate the salary to LT-08 labor grade.

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 the classification system be amended to reflect the attached job specification changes for the *Utility Operations Maintainer* (Primary Response) position and to re-allocate the salary to LT-08 labor grade.

5-17

Respectfully submitted,



Charles P. Sheehan
Chief Executive Officer

TITLE: UTILITY OPERATIONS MAINTAINER (Primary Response)

CODE: 35303

GENERAL DESCRIPTION:

This is responsible utility operations maintenance work involving the response to systems emergencies. The position is typically assigned to the regular work shift and augments the effort of the shift coverage unit assigned to off-shifts, week-ends and Holidays.

Work involves responsibility for resolving utility systems emergencies. Duties include investigating and repairing or securing water leaks and other emergencies. This position also has the responsibility for making standard systems emergency technical decisions in accordance with established procedures. This work requires that the employee have good knowledge, skill and ability in systems emergency response methods.

SUPERVISION RECEIVED:

Works under the general supervision of the assigned supervisor or crew leader.

EXAMPLES OF DUTIES:

Investigates leaks and a variety of other problems and conditions in water and sewer systems. Repairs or secures conditions found, or summons repair crew.

Responds to customer calls for service. Identifies problems reported and repairs or secures conditions found, or summons repair crew.

Removes and replaces smaller water meters and carries out water shut off or turn on orders.

Performs varied utility yard maintenance tasks, as assigned. Assists in providing yard security in the absence of a supervisor. Fuels and washes vehicles and performs minor maintenance.

Performs work in a safe manner under sometimes adverse weather, traffic and crowd conditions and observes all safety procedures.

5-18

Uses all tools, equipment and materials responsibly and performs basic inspection and preventive maintenance prior to use.

Fills out job forms, as assigned. Performs related work as assigned, including reading meters or performing utility yard maintenance including mowing, sweeping, snow and ice removal, raking, and moving equipment and materials.

Performs work in a safe manner and observes all safety procedures. Uses all tools, equipment and materials responsibly and performs basic inspection and preventive maintenance prior to use.

TITLE: UTILITY OPERATIONS MAINTAINER (Primary Response)

CODE: 35303

KNOWLEDGE, SKILLS AND ABILITIES:

Good knowledge of the tools, equipment and methods of systems emergency repair.

Good knowledge of the work standards and safety procedures in systems emergency repair.

Considerable skill in the use of the hand tools and power equipment in utility systems maintenance and repair.

Considerable ability to perform systems emergency response safely, effectively and efficiently even under adverse condition and to interact with the public with firmness and tact.

Considerable ability to follow oral and written instructions and to learn District procedures.

Good ability to use system records and maps.

Some ability to fill out forms and charts.

Considerable ability to establish and maintain effective working relationships with coworkers, contractors, customers and the general public.

QUALIFICATIONS:

A high school diploma or the equivalent plus two years of experience utility maintenance, or an equivalent combination of education and qualifying experience substituting on a year-for-year basis.

SPECIAL REQUIREMENTS:

Must have a valid driver's license.

5-19

Yard Stock Crew Leader-Job Classification Amendment

To: Personnel, Pension and Insurance Committee for consideration on March 8, 2010

We are recommending that the Classification Plan be amended to reflect the attached job specification and value change for the *Yard Stock Crew Leader* classification (proposed LT-13, annual range -2009 is \$60,257.60 to \$72,342.60). The present salary range is \$57,408.00 to \$68,910.40. There is one incumbent. The projected retroactivity (effective: September 5, 2008) is \$3,800.00.

This proposed action is reflective of the Chief Operating Officer's initiative in centralizing, solidifying and unifying the inventory control functions. In previous times, this crew leader position was supported by a stock services supervisor and stock superintendent. The Chief Operating Officer, while eliminating the supervisory levels, has put greater emphasis on computerized inventory control experience at a lower level.

A thorough review of this position was conducted. The verbal and written input from the petitioning employee and supervision was considered. It was determined that because of the elimination of the direct stock supervisory positions, the crew leader is required to make all of the stock and inventory technical determinations. The **Scope and Complexity** classification factor has to be adjusted one level. The breadth of the assigned work is more complex; the assigned work is more difficult.

Therefore, staff is recommending that the classification system be amended to reflect the attached job specification changes for the *Yard Stock Crew Leader* position and to re-allocate the salary to LT-13 labor grade.

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 the classification system be amended to reflect the attached job specification changes for the *Yard Stock Crew Leader* position and to re-allocate the salary to LT-13 labor grade.

Respectfully submitted,


Charles P. Sheehan
Chief Executive Officer

5-20

TITLE: YARD STOCK CREW LEADERCODE: 35017GENERAL DESCRIPTION:

This is very responsible utility stock crew leader work involving the receipt and issuance of repair and replacement materials, construction materials, supplies, parts, fittings and tools with the assistance of stock services specialists.

Work involves responsibility for timely and accurate issuance of materials, parts or tools for utility construction repair and maintenance. Duties include receiving, issuing and accounting for materials, parts and tools using District's electronic computerized systems. This position also has the responsibility for making difficult stock management decisions. This work requires that the employee have considerable knowledge, skill and ability in stocking operations and computerized record keeping.

SUPERVISION RECEIVED:

Works under the general supervision of the Utility Services Superintendent.

EXAMPLES OF DUTIES:

Receives, stores, inventories, issues, and maintains electronic records on utility construction repair and maintenance materials, supplies, fittings, parts and tools and office and custodial supplies.

Prepares reports and analyzes inventory control records. Enters data into electronic records for all items received and issued. Maintains accurate and timely inventory balances. Projects stock and inventory use and needs. Monitors and coordinates the entry of work orders into computerized systems. Updates and reconciles order and inventory records to ensure appropriate inventory stock levels. Assigns, oversees and corrects the work of a small work crew.

Fills out forms on completed work assignments. Maintains electronic and computerized inventory and operational records. Prepares reports on stock use and needs. Coordinates purchasing procedures. Performs physical and cycle inventory reviews.

Demonstrates work procedures. Cites work rules violations.

Coordinates activities on a short-term basis to assure personnel, materials and equipment necessary for assignments. Canvasses vendors for required stock and inventory items.

Performs related work as required.

5-21

TITLE: YARD STOCK CREW LEADERCODE: 35017KNOWLEDGE, SKILLS AND ABILITIES:

Considerable knowledge of electronic and computerized stocking operations and record keeping methods, equipment and materials, including use of personal computer and pertinent software programs.

Considerable knowledge of public administration principles and practices as applied to inventory records and crew operations reporting.

Good ability to communicate orally and in writing and to lead a work crew.

Good ability to make operational decisions within established procedures and to complete routine forms.

Good ability to oversee the activities of an assigned work crew.

Considerable ability to establish and maintain effective working relationships with coworkers, vendors, and contractors.

QUALIFICATIONS:

A high school diploma or the equivalent plus six years of progressively responsible electronic computerized stock and inventory control experience, including some experience in a lead inventory control capacity, or an equivalent combination of education and qualifying experience substituting on a year-for-year basis.

SPECIAL REQUIREMENTS:

Must have a valid driver's license.

5-22

Due to a prior commitment, Commissioner Salemi left the meeting and did not participate in the vote.

On motion made and duly seconded the request for the reclassifications were denied without prejudice and the Personnel, Pension and Insurance Committee requested staff immediately commission a study of the MDC classification system.

The motion passed by majority vote of those present.

Commissioner Reichin abstained from voting on this matter.

OTHER BUSINESS

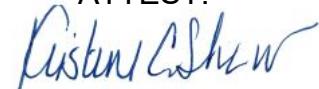
Commissioner Hemmann suggested that the District's medical insurance broker start coming quarterly and provide a report about claims experience, year over year. She said that the District can analyze trends and when it comes time to look at going out to bid for insurance, the MDC can see, based on claims experience, if it would be worthwhile to institute a wellness or disease management program. She said that the industry is really looking at incentives related to particular drivers of cost in different plans. She said an example of that would be smokers; Aetna instituted a higher premium cost for those who smoked of \$300 a year above what their contribution was. She said there are things like that out in the market, and it really will help the MDC get a better handle on what the trends are, what claims are year over year, and help better plan from that perspective.

Chairman Taylor thanked Commissioner Hemmann for her comments and said that the Committee would take it under advisement.

ADJOURNMENT

The meeting was adjourned at 6:45 p.m.

ATTEST:


Kristine C. Shaw
District Clerk

April 5, 2010

Date Approved

**Special Meeting
of
PERSONNEL, PENSION AND INSURANCE COMMITTEE
The Metropolitan District
555 Main Street, Hartford
Monday, April 5, 2010**

Present: Commissioners Daniel Camilliere, John M. Grottole, Maureen Magnan Trude H. Mero, J. Lawrence Price, Albert F. Reichin, Pasquale J. Salemi, Raymond Sweezy, Alvin E. Taylor, Joseph Verrengia and District Chairman William A. DiBella (11)

Absent: Commissioners Timothy Curtis and Joseph Klett (2)

**Also
Present:** Charles P. Sheehan, Chief Executive Officer
Robert E. Moore, Chief Administrative Officer
R. Bartley Halloran, District Counsel
Christopher R. Stone, Assistant District Counsel
Brendan M. Fox Jr., Assistant District Counsel
David Ryan, District Labor Counsel
Patricia Speicher Werbner, Director of Human Resources
Kristine C. Shaw, District Clerk
Thomas Raffa Sr., President, Local 1026
Robert Facey Jr., President, Local 3713
Thomas Mathiau, Recording Secretary, Local 184
Barbara MacFarland, Manager of GIS, Mapping & Records
Stan Pokora, Manager of Treasury
Robert Zaik, Manager of Labor Relations
Kerry E. Martin, Assistant to the Chief Executive Officer
Linda R. Foster, Executive Assistant
Richard H. Goldstein, Attorney, Pepe & Hazard LLP

CALL TO ORDER

Chairman Taylor called the meeting to order at 4:35 P.M.

PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS

No one from the public appeared to be heard.

APPROVAL OF MINUTES

*On motion made by Commissioner Sweezy and duly seconded
the meeting minutes of March 8, 2010 were approved.*

Commissioner Magnan abstained from voting on this matter.

**CONSIDERATION OF, AND POTENTIAL ACTION REGARDING,
MEMORANDUM OF UNDERSTANDING ADDRESSING PENDING CLAIMS
BEFORE STATE LABOR BOARD-Report 4.**

At 4:38 p.m., Chairman Taylor requested an executive session for the purpose of discussing a pending labor dispute.

On motion made by Commissioner Reichin and duly seconded, the Personnel, Pension and Insurance Committee entered into executive session for the purpose of potential action regarding a Memorandum of Understanding addressing pending claims before the State Labor Board.

Those in attendance during the executive session were as follows:

Commissioners Daniel Camilliere, William A. DiBella, John M. Grottole, Maureen Magnan, Trude H. Mero, J. Lawrence Price, Albert F. Reichin, Pasquale J. Salemi, Raymond Sweezy, Alvin E. Taylor, Joseph Verrengia, Attorneys Halloran, Stone and Ryan, Messrs. Sheehan, Moore, Zaik and Patricia Speicher Werbner

RECONVENE

At 5:42 p.m., Chairman Taylor requested to come out of executive session and on motion made by District Chairman DiBella and duly seconded, the Personnel, Pension and Insurance Committee came out of executive session and reconvened. The following action was taken.

Memorandum of Understanding

This Memorandum of Understanding entered into on April 5, 2010, by and between The Metropolitan District (the "District") and Local 184, American Federation of State, County and Municipal Employees, Council 4 AFSCME ("Local 184"), Local 3713, American Federation of State, County and Municipal Employees, Council 4 AFSCME ("Local 3713"), and Local 1026, American Federation of State, County and Municipal Employees, Council 4 AFSCME ("Local 1026") (and hereinafter sometimes collectively referred to as the "Unions").

WHEREAS, in accordance with the provisions of the Municipal Employee Relations Act, the District has recognized the Unions as the sole and exclusive bargaining agents for certain designated employees;

WHEREAS, the District and the Unions have entered into Collective Bargaining Agreements which remain in effect through December 31, 2010;

WHEREAS, certain disputes and/or disagreements have arisen between the District and Unions under the various Agreements and/or the ongoing employment relationship;

WHEREAS, the District brought a complaint against the Unions with the Connecticut Board of Labor Relations bearing Case No. MPP-28363 and alleging that the Unions failed to negotiate pension issues, which complaint has been withdrawn with prejudice by the District;

WHEREAS, Local 184 has brought complaints against the District with the Connecticut Board of Labor Relations bearing Case Nos. MPP-28269 relating to the process of reclassification and MPP-28279 relating to flocculation refurbishment and renovation work at the Bloomfield Water Treatment Facility;

WHEREAS, Local 1026 has brought complaints against the District with the

Committee of the District, and subject to approval of the District Board of Commissioners, the District shall retain an outside expert, firm and/or consultant to perform a District-wide reclassification study, which shall include, but not be limited to, the bargaining units represented by the Unions. The District shall bear the cost of such a study. The District shall be free to chose or select, in its sole discretion, the expert, firm, and/or consultant it believes to be best suited to perform or conduct the reclassification study. The Unions shall participate in the study by and through their respective officers or designees, with the number of union representatives determined by the District, so long as each of the unions are equally represented. In allowing the Unions to participate in the reclassification study, the District is not ceding or waiving any management right it may have under applicable law and/or the respective Collective Bargaining Agreement. Rather, it is the parties' intention that the Unions' participation in the reclassification study will serve to assist, on an informational basis, the expert, firm and/or consultant chosen by the District to complete same. As such, the District expressly reserves any and all rights it has regarding the classification of its employees, including, but not limited to, the implementation of the results or findings of any such reclassification study. As to the Unions, participation in the reclassification study shall in no way be construed as acceptance of any such study or a waiver of their respective right(s) to contest the implementation of any such study pursuant to their respective collective bargaining agreements.

With the exception of the reclassifications referenced in Section 4 below and set forth in Exhibits A and B, each of the unions signatory to this Memorandum of Understanding, for themselves and each of their respective members, agree not to submit any requests for reclassification pursuant to their respective collective bargaining agreements for a period of one (1) year, effective immediately.

3. **Unions Committee.** The Unions may form a committee ("Unions Committee") to provide suggestions to the District regarding improved operational methods relating to operational task's performed by MDC skilled craft workers. The scope of suggestions entertained by the Unions Committee is limited to those that improve efficiency of operational tasks and produce a tangible cost savings to the District. The Unions Committee is excluded from considering, formulating and/or submitting suggestions in other areas of the District's business, including management. Properly considered and completed suggestions shall be submitted by the Unions to the District, in writing through the Chief Executive Officer ("CEO"), for informational purposes only, and shall have no binding effect upon the District.

The District Chairperson shall form a subcommittee of the District Board ("Board Committee") comprised of the Chairperson, Vice Chairperson, and four other Commissioners chosen by the District Chairperson. Within seven (7) business days of receipt of any such suggestions from the Unions Committee, the CEO, or his designee, shall meet with the Board Committee and the Unions Committee to discuss the suggestion(s) and determine, in his sole discretion, whether to incorporate one or more of the suggestions into the operations of the District. The formation of any such committee by the Unions shall not serve to erode or undermine the District's rights under applicable law and/or the respective Collective Bargaining Agreements, which rights are hereby expressly reserved. Further, the formation and recommendations of the Committee shall not preclude any individual employee or group of employees, whether member(s) of a collective bargaining unit or otherwise, from providing suggestions to the District regarding operational cost savings.

4. **Pending Reclassification Requests.** At its meeting of March 15, 2010, the Personnel, Pension & Insurance Committee of the District recommended to the District Board

that the reclassification requests set forth as numbered 1 through 7 in Exhibit A attached hereto and made a part hereof be denied without prejudice, in part on the basis that a general reclassification study was warranted. In addition, there are two other reclassification requests recommended for approval by the Human Resources Department numbered 8 and 9 in Exhibit A. Based upon the mutual commitments set forth herein, the District Chairman shall request that the Personnel, Pension & Insurance Committee reconsider its denial without prejudice of the reclassification requests set forth as number 1 through 7 in Exhibit A and consider the reclassification requests set forth as number 8 and 9 in Exhibit A. Thereafter, the reclassification requests set forth in Exhibit A will be considered by the District Board at its meeting of April 5, 2010.

Further, presently there are five (5) reclassification requests pending review and action by the Department of Human Resources as more particularly set forth in Exhibit B attached hereto and made a part hereof. The Human Resources Department shall complete its review and, if one or more of these reclassification requests are recommended for approval, each of the requests so recommended shall be referred to the Personnel, Pension & Insurance Committee for its consideration and action, and thereafter referred to the District Board.

Nothing herein shall bind the Personnel, Pension & Insurance Committee or the District Board to approve any of the aforementioned reclassification requests; **however, the obligations of the District and the Unions set forth in Paragraphs 1, 2 and 3 above are specifically subject to and conditioned upon the approval by the District Board of the reclassification requests set forth in Exhibit A.**

5. **Reservation of Rights.** The parties hereby expressly reserve any and all rights they may have under applicable law and/or the respective Collective Bargaining Agreements.

By entering into the Memorandum of Understanding, the parties do so without prejudice to their respective positions, and do not intend to create any precedent, conduct or course of dealing, or practice. Further, the completion and timeliness of the reclassification study referenced in Paragraph 2 above shall not impact or delay the collective bargaining process for each of the collective bargaining agreements for each union set to expire on December 31, 2010.

As to the District, this Memorandum of Understanding shall be subject to the review and formal approval of the Personnel, Pension & Insurance Committee and the District Board.

Dated at Hartford, Connecticut this 5th day of April, 2010.

The District

By: W. Halla

Its: Thomas Mathian
Duly Authorized

Local 184

By: Thomas Mathian

Its: Thomas Mathian, Recording Secretary
Duly Authorized

Local 3713

By: G. M. Daugherty

Its:
Duly Authorized

Local 1026

By: T. R. M. S.

Its:
Duly Authorized

Approved as to Form

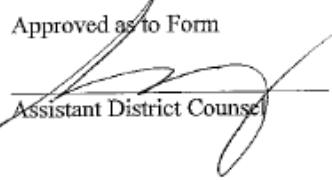

Assistant District Counsel

EXHIBIT A

1.	Carpenter	Local 184
2.	Machinist/Maintenance Mechanic 2	Local 184
3.	Plant and Pump Station Maintenance Supervisor	Local 1026
4.	Plumber	Local 184
5.	Principal GIS Analyst	Local 3713
6.	Utility Operations Maintainer (Primary Response)	Local 184
7.	Yard Stock Crew Leader	Local 184
8.	Senior Cross Connection Technician	Local 3713
9.	Accountant 2	Local 3713

EXHIBIT B

Classification Review Requests -"In Process"

Water Supply Maintainer 2 Local 184;
Cross Connection Technician 1 Local 3713;
Paving Coordinator Local 3713;
Systems Repair Crew Leader Local 184;
Senior Customer Service Representative Local 3713;

On motion made by Commissioner Reichin and duly seconded the foregoing Memorandum of Understanding was unanimously accepted by the Personnel, Pension and Insurance Committee and referred to the District Board for final approval.

CONSIDERATION OF, AND POTENTIAL ACTION REGARDING, PENDING RECLASSIFICATION REQUESTS-Report 5.**Accountant 2-Job Classification Addition**

To: Personnel, Pension and Insurance Committee for consideration on April 5, 2010

We are recommending that the Classification Plan be amended to reflect the new job specification for an Accountant 2 classification with a proposed value of PT-13 (annual range is \$ 64,681.50 to \$ 77,649.00). The creation of this position recognizes the technical troubleshooting and leadership skills and abilities demonstrated by the sole incumbent. The incumbent is assigned to not only scrutinize various financial transactions but to ensure that the actions are properly recorded in the appropriate financial reports. The incumbent works with other Accountants to offer direction and guidance. The incumbent provides critical inter-face with all District units in securing and recording accurate and timely financial information and date.

A thorough review of this position was conducted. The verbal and written input from the petitioning employee and supervision was considered. It was determined that because of wider scope of authority and the complexity of the new assignments, the Scope and Complexity classification factor had to be adjusted one level.

There is one incumbent. The estimated amount of retroactivity is less than \$ 750.00.

Therefore, staff is recommending that the classification system be amended to reflect the addition of an Accountant 2 classification and to allocate the position to PT-13 salary grade.

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 the classification system be amended to reflect the addition of an Accountant 2 classification and to allocate the position to PT-13 salary grade.

Respectfully submitted,



Charles P. Sheehan
Chief Executive Officer

TITLE: ACCOUNTANT 2**CODE: 12228****GENERAL DESCRIPTION:**

This is very responsible professional accounting work involving the direction and guidance of financial professional personnel in the recording and reporting of budget and financial transactions, the tracking and implementation of accounting programs and the preparation of various financial reports and special financial analyses. The position audits transactions to ensure accurate and proper financial reporting and record management.

Work involves responsibility for analysis of budget control and accounting transactions. Duties include maintaining accounting programs, preparing and analyzing accounting and auditing actions, and coordinating record management activities. This position also has the responsibility for making standard accounting technical decisions in accordance with established procedures. This work requires that the employee have good knowledge, skill and ability in accounting and auditing methods.

SUPERVISION RECEIVED:

Works under the general supervision of an Accounting Supervisor or Finance Manager.

EXAMPLES OF DUTIES:

Coordinates, implements and administers District accounting programs including revenues, expenses, fixed assets, capital improvement, debt service, and inter-fund transfers, receivables and payables; books accounting entries for accounts receivables and payables; and prepares debit memos for reimbursements between funds.

Coordinates and maintains the general ledger accounting system; resolves the more complex and difficult accounting issues; reconciles accounts; reviews and completes pre- and post- audit transactions.

Coordinates and prepares financial statements in accordance with Generally Accepted Accounting Principles (GAAP), Governmental Accounting Standard Board (GASB) and budgetary timeframes; submits reports and financial statements to District managers and outside agencies, banking officials, auditors or other appropriate parties.

Establishes and maintains fund and account structures; prepares monthly trial balances; investigates accounting problems; identifies appropriate action; recommends solutions; submits journal entries to adjust and/or correct accounts; and prepares year-end closing journal entries.

Monitors capital project status, progress and completion for accounting purposes; ensures accuracy of fund allocation for projects; monitors expenditures and balances; and informs project manager of financial problems pertaining to capital project.

TITLE: ACCOUNTANT 2**CODE: 12228**

Assists with monitoring and managing District budgets; investigates budgetary control problems; and recommends solutions. Reviews debt service principal and interest liability accounts for correct balances.

Confers with staff from other departments regarding budgeting, financial and accounting issues; provides guidance and assistance with budget control and accounting questions; works with other departments to coordinate period closing activities; and explains accounting policies and procedures.

Coordinates the preparation of records for external audit; researches, collects and provides requested information to the auditors. Assists with inventory management; prepares monthly statements and reports; maintains inventory and fixed asset records.

Operates a personal computer, and general office equipment as necessary to complete essential functions, to include the use of accounting and budgeting applications, word processing, spreadsheet, database, or other system software.

Prepares and maintains a wide variety of accounting reports, correspondence, financial spreadsheets, records and documents; and maintains data in the District's financial information system. Performs special projects as assigned.

KNOWLEDGE, SKILLS AND ABILITIES:

Good knowledge of governmental accounting and auditing principles and practices as applied to a regional utility.

Good knowledge of public administration principles and practices as applied to utility financial management. Considerable ability in oral and written communications.

Good ability to analyze and maintain financial records manually and through the use of computers. Good ability to implement accounting programs to prepare financial reports and to coordinate financial management activities.

Considerable ability to establish and maintain effective working relationships with coworkers, vendors, consultants, banks, other governmental agencies, and customers.

MINIMUM QUALIFICATIONS

Bachelor's degree in accounting, finance, or a related field; supplemented by five (5) years previous accounting experience; or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this job.

TITLE: ACCOUNTANT 2**CODE: 12228****PERFORMANCE APTITUDES**

Data Utilization: Requires the ability to evaluate, audit, deduce, and/or assess data and/or information using established criteria. Includes exercise of discretion in determining actual or probable consequences, and in referencing such evaluation to identify and select alternatives.

Human Interaction: Requires the ability to apply principles of persuasion and/or influence over others in coordinating activities of a project, program, or designated area of responsibility.

Equipment, Machinery, Tools, and Materials Utilization: Requires the ability to operate and control the actions of equipment, machinery, tools and/or materials requiring complex and rapid adjustments.

Verbal Aptitude: Requires the ability to utilize a wide variety of reference, descriptive, advisory and/or design data and information.

Mathematical Aptitude: Requires the ability to perform addition, subtraction, multiplication and division; ability to calculate decimals and percentages; may include ability to perform mathematical operations with fractions; may include ability to compute discount, interest, profit and loss, ratio and proportion; may include ability to calculate surface areas, volumes, weights, and measures.

Functional Reasoning: Requires ability to apply principles of rational systems. Ability to interpret instructions furnished in written, oral, diagrammatic, or schedule form. Ability to exercise independent judgment to adopt or modify methods and standards to meet variations in assigned objectives.

Situational Reasoning: Requires the ability to exercise the judgment, decisiveness and creativity required in situations involving evaluation of information against measurable or verifiable criteria.

ADA COMPLIANCE

Physical Ability: Tasks involve the ability to exert light physical effort in sedentary to light work, but which may involve some lifting, carrying, pushing and/or pulling of objects and materials of light weight (5-10 pounds). Tasks may involve extended periods of time at a keyboard or work station.

Sensory Requirements: Some tasks require the ability to perceive and discriminate sounds, and visual cues or signals. Some tasks require the ability to communicate orally.

Environmental Factors: Tasks are regularly performed without exposure to adverse environmental conditions.

The Metropolitan District Commission is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the Commission will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

Carpenter-Job Classification Amendment

To: Personnel, Pension and Insurance Committee for consideration on April 5, 2010

We are recommending that the Classification Plan be amended to reflect the attached job specification and value change for the *Carpenter* classification (proposed LT-11, annual range -2009 is \$54,600.00 to \$65,520.00). The present salary range is \$52,000.00 to \$62,337.60. There is one incumbent. There is a low amount of retroactivity (\$620.00) because the incumbent has received compensation under a temporary higher-classified assignment (lead mechanic).

The incumbent performs in the lead capacity in full spectrum of carpentry types of projects, including the lay-out and design of office settings and other retro-fit commercial spatial adjustments. The incumbent plans, designs and coordinates the implementation of various types of repair and renovation projects. The incumbent is required to make critical commercial carpentry-types of determinations.

A thorough review of this position was conducted. The verbal and written input from the petitioning employee and supervision was considered. It was determined that this employee's breadth and difficulty of assigned tasks was increased. The Scope and Complexity classification factor has to be adjusted one level.

Therefore, staff is recommending that the classification system be amended to reflect the attached job specification changes for the *Carpenter* position and to re-allocate the salary to LT-11 labor grade.

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 the classification system be amended to reflect the attached job specification changes for the *Carpenter* position and to re-allocate the salary to LT-11 labor grade.

Respectfully submitted,


Charles P. Sheehan
Chief Executive Officer

TITLE: CARPENTER

CODE: 39302

GENERAL DESCRIPTION:

This is full performance of commercial carpentry work involving the performance of all phases of design, lay-out, rough and finish carpentry and retro-fit projects and applications.

Work involves responsibility for safe construction and repair of wooden or related objects. Duties include constructing and repairing a wide variety of wood or related objects and installing building materials and hardware. This position also has the responsibility for making critical commercial carpentry decisions. This work requires that the employee have very good knowledge, skill and ability in carpentry work, including the ability to lead assistants.

SUPERVISION RECEIVED:

Work under the general supervision of a crew leader or supervisor.

EXAMPLES OF DUTIES:

Designs, drafts lay-outs, constructs and repairs a wide variety of structures, frames, facilities, and fixtures in the shop and in the field. Performs minor masonry, roof and related repairs.

Constructs and repairs furniture, shelves, counters, cabinets, and related objects in the shop and in the field.

Installs insulation, wall board, door frames, ceilings and floors, including floor tiles.

Installs and repairs related hardware.

May perform elementary electrical and plumbing tasks associated with assigned projects.

Performs work in a safe manner and observes all safety procedures.

Uses all tools, equipment and materials responsibly and performs basic inspection and preventive maintenance prior to use.

Fills out job or shift report forms, as assigned.

Performs work of lower classifications, as necessary.

Oversees the work of helpers, as assigned.

Performs related work as required.

TITLE: CARPENTERCODE: 39302KNOWLEDGE, SKILLS AND ABILITIES:

Good knowledge of the tools, equipment and methods of carpentry.

Good knowledge of the work standards and safety procedures in carpentry.

Good skill in the use of the tools and equipment of the carpentry trade.

Good ability to perform carpentry work safely, effectively and efficiently.

Some ability to perform elementary electrical and plumbing trade tasks.

Good ability to follow oral and written instructions and to learn District procedures. Good ability to communicate orally.

Good ability to fill out forms.

Some ability to oversee the work of others.

Considerable ability to establish and maintain effective working relationships with coworkers.

QUALIFICATIONS:

A high school or trade school diploma or the equivalent plus four years of varied carpentry experience, or an equivalent combination of education and qualifying experience substituting on a year-for-year basis.

SPECIAL REQUIREMENTS:

Must have a valid driver's license.

Machinist/Maintenance Mechanic 2-Job Classification Addition

To: Personnel, Pension and Insurance Committee for consideration on April 5, 2010

We are recommending that the Classification Plan be amended to reflect the new job specification for a *Machinist/Maintenance Mechanic 2* classification with a proposed value of LT-12 salary grade (annual range -2009 is \$57,408.00 to \$68,910.40). The creation of this machinist/mechanic position recognizes the specific job assignments provided to this group. The employees assigned to this position handle all of the plants maintenance duties, including special rigging to retro-fit new equipment and parts, the fabrication of parts and tools, and the lay-out and design of intricate and complex maintenance projects.

This proposal would address **five** incumbent journey level trades personnel assigned to the Plants Maintenance Activity. The two analysts have master level technical degrees and are affiliated with various professional organizations. The projected retroactivity (effective: June 22, 2008) is \$23,000.00, including overtime.

A thorough review of this position was conducted. The verbal and written input from the petitioning employee and supervision was considered. It was determined that because of design lay-out and planning requirements, combined with the machinist duties, the **Decision Making Discretion** classification factor had to be adjusted one level. The incumbents exercise more discretion in their roles of project lay-out and design.

Therefore, staff is recommending that the classification system be amended to reflect the addition of a *Machinist/Maintenance Mechanic 2* and to allocate the position to LT-12 salary grade.

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 the classification system be amended to reflect the addition of a *Machinist/Maintenance Mechanic 2* position and to allocate the position to LT-12 salary grade.

Respectfully submitted,


Charles P. Sheehan
Chief Executive Officer

TITLE: MACHINIST/MAINTENANCE MECHANIC 2CODE: 39306GENERAL DESCRIPTION:

This is responsible stationary equipment maintenance work involving the maintenance, repair and fabrication work related to plant equipment and parts.

Work involves responsibility for safe fabrication and repair of standard machinery, and the use of various machine tools, the review of blueprints, the development of lay-out, specifications and design plans and the cross-checking of repairs and fabrications for accuracy and effectiveness. Duties include operating maintenance power equipment, machine shop equipment, repairing machinery and overseeing assistants when assigned. This position also has the responsibility for making standard machinist and machinery repair decisions. This work requires that the employee have good knowledge, skill and ability in stationary equipment mechanic and machinist work.

SUPERVISION RECEIVED:

Works under the general supervision of a Plant Maintenance Supervisor or other supervisor.

EXAMPLES OF DUTIES:

Maintains and repairs standard motors, conveyors, pumps, compressors, turbines, and related equipment. Sets up and operates machine and precision hand tools to fit, manufacture or repair metal parts, machinery and frameworks. Disassembles, repairs and reassembles components and equipment to ensure proper alignment, balance and tolerances. May make sketches or use blueprints and design plans in diagnosing and repairing equipment.

Operates lathes, grinders, milling machines, drill presses, and other machine shop equipment to fabricate parts to tolerances. Refers to blueprints, engineering drawings, damages parts or part descriptions to determine dimensions and tolerances of the parts to be manufactured or repaired.

Understands sequence of machine and equipment operation.

Performs welding, rigging, plumbing, and carpentry, as assigned. Develops plans and project specification lists to ensure efficient completion of repair or installation. Collects information from process operators and supervisors. Performs related work as required.

Performs work in a safe manner and observes all safety procedures. Fills out job or shift report forms, as assigned. Performs work of lower classifications, as necessary.

Uses all tools, equipment and materials responsibly and performs basic inspection and preventive maintenance prior to use. Oversees the work of assistants, as assigned.

Responds to emergencies at any time of day or night, as directed. Serves on-call, as assigned.

TITLE: MACHINIST/MAINTENANCE MECHANIC 2

CODE: 39306

KNOWLEDGE, SKILLS AND ABILITIES:

Good knowledge of the tools, equipment and methods of maintenance mechanic and ~~machinist~~ work. Good knowledge of machine and equipment operation. Good ability to troubleshoot and resolve equipment operating issues.

Good knowledge of the work standards and safety procedures in maintenance mechanic and ~~machinist~~ work. Good skill in the use of the tools and equipment of the machinist trade.

Considerable ability in project and ~~plan~~ lay-out work, including determining appropriate labor, tools, methods and parts and supplies required.

Good ability to perform maintenance mechanic and ~~machinist~~ work safely, effectively and efficiently.

Good ability to follow oral and written instructions and to learn District procedures. Good ability to communicate orally. Good ability to oversee the work of others.

Good ability to fill out forms.

Considerable ability to establish and maintain effective working relationships with coworkers.

QUALIFICATIONS:

A high school or trade school diploma or the equivalent plus three years of ~~journey level~~ maintenance mechanic or ~~machine shop~~ experience in an industrial processing or manufacturing facility, or an equivalent combination of education and qualifying experience substituting on a year-for-year basis.

SPECIAL REQUIREMENTS:

~~Should secure and retain advanced welding certification. Must have a valid driver's license.~~

Plant and Pump Station Maintenance Supervisor-Job Classification Addition

To: Personnel, Pension and Insurance Committee for consideration on April 5, 2010

We are recommending that the Classification Plan be amended to reflect the new job specification for a *Plant and Pump Station Maintenance Supervisor* classification with a proposed value of SS-07 (annual range -2009 is \$76,231.42 to \$91,492.96). The creation of this position recognizes the realignment of accountabilities already affected. The incumbent assesses, assigns and evaluates all plants maintenance and pump station assignments, paying particular attention to preventative maintenance and planned replacement issues and cycles. This responsibility will allow the District to accurately budget expenditures while conserving precious resources.

A thorough review of this position was conducted. The verbal and written input from the petitioning employee and supervision was considered. It was determined that because of wider scope of authority and the complexity of the new assignments, the Scope and Complexity classification factor had to be adjusted one level.

There is one incumbent. The estimated amount of retroactivity is \$750.00.

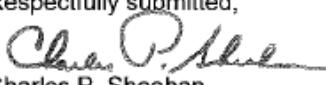
Therefore, staff is recommending that the classification system be amended to reflect the addition of a *Plant and Pump Station Maintenance Supervisor* and to allocate the position to SS-07 salary grade.

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 the classification system be amended to reflect the addition of a *Plant and Pump Station Maintenance Supervisor* and to allocate the position to SS-07 salary grade.

Respectfully submitted,


Charles P. Sheehan
Chief Executive Officer

TITLE: PLANT AND PUMP STATION MAINTENANCE SUPERVISORCODE: 39333GENERAL DESCRIPTION:

This is responsible technical and supervisory work in the repair, modification or alteration, maintenance and care of wastewater and water treatment facilities and processes, including pump stations, water storage facilities and lift stations.

Work involves responsibility for assisting in, developing and maintaining a comprehensive and uniform preventative and corrective maintenance program, and for supervising skilled journeymen level and semi-skilled employees engaged in all aspects of the repair, maintenance and care of water treatment, water distribution and wastewater treatment facilities, pumping stations, facilities and appurtenances. Work also includes preparation of manpower, materials and cost estimates for assigned projects. Work involves independent assessments and initiative to complete assignments in a safe, timely and cost-effective manner. Duties include the scheduling and supervision of trades' workers and pump station operations and maintenance. This position also has the responsibility for assistance in making difficult repair decisions and setting daily work priorities. This work requires that the employee have good knowledge, skill and ability in facilities and pump station maintenance and repair and related systems and facilities.

SUPERVISION RECEIVED:

Works under the general supervision of the Plant Maintenance Administrator.

EXAMPLES OF DUTIES:

Schedules, assigns, trains, supervises and inspects work of skilled and semi-skilled workers engaged in the repair, modification, preventative or corrective maintenance, and equipment installation at wastewater and water treatment facilities, pumping stations, lift stations or other assigned areas. Responds to emergencies.

Conducts inspections, reviews and evaluation of plant and pumping station maintenance activities.

Develops projects specifications, prepares cost estimates for material, supplies, equipment and labor needs and orders necessary materials, supplies and equipment; participates in the development of the maintenance budget.

Fills out forms and reports on completed work assignments and completes employee time records. Maintains equipment records. Controls expenditures within fund allocations.

Diagnoses equipment malfunctions to coordinate required repairs; analyses component failures, assesses efficiencies of operating systems to reduce operating and maintenance costs.

Trains and counsels employees. Administers union contract language and oral warnings and recommends higher level discipline. Assists in employee selection. Assures safe work practices.

Coordinates activities on a short and long term basis to assure personnel, materials and equipment necessary for projects and objectives.

Performs related work as required.

TITLE: PLANT AND PUMP STATION MAINTENANCE SUPERVISOR **CODE: 39333**

KNOWLEDGE, SKILLS AND ABILITIES:

Considerable knowledge of ~~industrial~~ and pump station operations and maintenance.

Good knowledge of the principles and practices of electrical, hydraulics, pneumatic, plumbing and mechanical equipment maintenance and repair.

Good knowledge of public administration principles and practices as applied to work unit reporting and routine administrative procedures.

Good ability to communicate orally and in writing and to lead others to a work unit.

Good ability to administer policies and procedures including scheduling, routine decision-making and the completion of forms and reports.

Good ability to supervise others in a work unit.

Considerable ability to establish and maintain effective working relationships with coworkers and vendors.

QUALIFICATIONS:

A high school diploma or the equivalent, including some course work at the college level in electrical or mechanical technology plus six years of progressively responsible plant maintenance and repair experience, including at least some supervisory experience, or an equivalent combination of education and qualifying experience substituting on a year-for-year basis.

Progressive experience at supervisory level in the maintenance and repair of water and/or wastewater treatment facilities, monitoring equipment, electrical and mechanical systems or related industrial plant maintenance.

SPECIAL REQUIREMENTS: Must have a valid driver's license.

Plumber-Job Classification Amendment

To: Personnel, Pension and Insurance Committee for consideration on April 5, 2010

We are recommending that the Classification Plan be amended to reflect the attached job specification and value change for the *Plumber* classification (proposed LT-12, annual range -2009 is \$57,408.00 to \$68,910.40). The present salary range is \$54,600.00 to \$65,520.00. There are two incumbents. The projected retroactivity (effective: June 22, 2008) is approximately \$7,500.00.

The incumbents perform in the journeyman industrial plumbing capacity. The incumbents plan, design and implement various plumbing applications and adjustments, including installing chemical pump and feed mechanisms, effecting processing flow changes and coordinating ventilation and air circulatory systems changes. The incumbents are required to make critical industrial plumbing-types of determinations.

A thorough review of this position was conducted. The verbal and written input from the petitioning employees and supervision was considered. It was determined that these employees make independent plumbing decisions and to report the results to supervision. The Decision Making Discretion classification factor has to be adjusted one level.

Therefore, staff is recommending that the classification system be amended to reflect the attached job specification changes for the *Plumber* position and to re-allocate the salary to LT-12 labor grade.

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 the classification system be amended to reflect the attached job specification changes for the *Plumber* position and to re-allocate the salary to LT-12 labor grade.

Respectfully submitted,



Charles P. Sheehan
Chief Executive Officer

TITLE: PLUMBERCODE: 39303GENERAL DESCRIPTION:

This is very responsible licensed industrial plumbing and heating work involving the repair and maintenance of plant, processing equipment and facilities plumbing and heating systems.

Work involves responsibility for safe maintenance, repair and installation of plumbing and heating systems and equipment. Duties include performing journey level industrial plumbing and heating work. This position also has the responsibility for making standard plumbing trade decisions. This work requires that the employee have very good knowledge, skill and ability in plumbing and heating work.

SUPERVISION RECEIVED:

Works under the general supervision of a crew leader or supervisor.

EXAMPLES OF DUTIES:

Performs ~~industrial~~ and processing plumbing and ~~heating~~ work at the journey level. Maintains, designs retro-fits and new systems, installs and repairs plumbing, water pipes, heating boilers, heating pipes, and process piping systems.

Detects and repairs plumbing and heating system problems in all types of environments, including raw sewage.

Performs work in a safe manner and observes all safety procedures.

Uses all tools, equipment and materials responsibly and performs basic inspection and ~~preventive maintenance~~ prior to use. Coordinates rigging and mechanical lifting operations for heavy mechanism installation.

Fills out job or shift report forms, as assigned.

Responds to emergencies at any time of day or night, as directed. Serves on-call, as assigned.

Performs work of lower classifications, as necessary.

Oversees the work of helpers, as assigned.

Performs related work as required.

TITLE: PLUMBER

CODE: 39303

KNOWLEDGE, SKILLS AND ABILITIES:

Very good knowledge of the tools, equipment, controls, and methods of industrial plumbing and heating work.

Good knowledge of the work standards and safety procedures in plumbing and heating work.

Good skill in the use of the tools and equipment of the plumbing and heating trade.

Good ability to perform plumbing and heating work safely, effectively and efficiently.

Good ability to follow oral and written instructions and to learn District procedures. Good ability to communicate orally.

Good ability to fill out forms.

Some ability to oversee the work of others.

Considerable ability to establish and maintain effective working relationships with coworkers.

QUALIFICATIONS:

A high school or trade school diploma or the equivalent plus five years of ~~industrial plumbing and heating experience~~.

SPECIAL REQUIREMENTS:

Must have a valid driver's license.

Must have a valid Connecticut P-2 Plumber's license.

Principal Geographic Information Systems Analyst-Job Classification Addition

To Personnel, Pension and Insurance Committee for consideration on April 5, 2010

We are recommending that the Classification Plan be amended to reflect the addition of a *Principal Geographic Information Systems Analyst* classification with a proposed value of PT-14 salary grade (annual range -2009 is \$65,344.50 to \$78,448.50). There is a current classification (*Geographic Information Systems Analyst*) allocated to PT-13 salary grade with an annual range of \$62,224.50 to \$74,646.00. The creation of a principal position allows the District to retain highly skilled technical professionals while providing a leadership role with other less-experienced analysts.

This proposal would address two journey level analysts presently assigned to the *Geographic Information Systems Analyst* position. The two analysts have master level technical degrees and are affiliated with various professional organizations. The projected retroactivity (eff September 5, 2008) is \$4,820.00.

This position provides information to various sources internal and external to the District. There are extensive inter-actions with the Program Management Unit, the Member Towns and to the general public. The G.I.S. unit installs, maintains, upgrades and configures G.I.S. software and supporting hardware. The unit works with the Information Technology unit in linking the G.I.S. system to SAP.

A thorough review of this position was conducted. The verbal and written input from the petitioning employee and supervision was considered. It was determined that because of technical advances most notably, the movement from the regular camera to digital equipment, and the need to develop new types of databases, the **Scope and Complexity** classification factor had to be adjusted one level. The breadth of the assigned work is more complex; the assigned work is more difficult.

Therefore, staff is recommending that the classification system be amended to reflect the addition of a *Principal Geographic Information Systems Analyst* and to allocate the position to PT-14 salary grade.

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 the classification system be amended to reflect the addition of a *Principal Geographic Information Systems Analyst* position and to allocate the position to the PT-14 salary grade.

Respectfully submitted,



Charles P. Sheehan
Chief Executive Officer

TITLE: PRINCIPAL GEOGRAPHIC INFORMATION SYSTEM ANALYST CODE: 24328

GENERAL DESCRIPTION:

This is highly responsible professional lead geographic information systems analysis and ~~digital data base development and maintenance~~ work. The purpose of this classification is to provide oversight, guidance and expertise to employees of the department.

The work involves the planning and coordination of specific functional areas and activities in Geographic Information System (GIS) and oversight of project work and analyses performed by analysts in the department. Duties include developing, updating, and maintaining GIS databases; developing, installing, maintaining and/or troubleshooting hardware, software and peripheral equipment; creating GIS maps and presentations; and providing GIS support to internal and external customers.

SUPERVISION RECEIVED:

Works under the general supervision of the Manager of Geographic Information System.

EXAMPLES OF DUTIES:

Assists manager in the oversight and guidance of department personnel. Provides input into the development, coordination and implementation of department GIS policy and procedure. Leads and manages special departmental and District-wide projects.

Prepares or directs the preparation of reports, manuals and correspondence.

Assists with developing cost estimates for upgrades, contracts, agreements and technical reports; ~~assists with developing specifications for hardware and software purchases~~; and assists the GIS Manager with preparing the annual budget as it relates to system improvement requirements.

Operates personal and laptop computers, plotters, and general office equipment as necessary to complete essential functions, to include the use of GIS software, word processing, spreadsheet, database, or other system software.

Develops, updates and maintains GIS databases and data files; applies quality control procedures to ensure accuracy; ~~converts data to and from GIS formats~~; converts data for external distribution; configures access to GIS data in networked environment; maintains GIS data links to other databases and equipment; develops and implements, data management procedures; and related reports; and performs file management.

Installs, upgrades, configures and/or maintains GIS hardware, data base software, other software applications, operating systems, networks and peripheral equipment; troubleshoots and repairs hardware and software problems; creates applications in support of District functions using GIS data, external databases,

GIS analysts tools and other software applications; and develops new programs to improve system management and efficiency.

TITLE: PRINCIPAL GEOGRAPHIC INFORMATION SYSTEM ANALYST CODE: 24328

Coordinates implementation and other systems activities with other District staff, consultants and vendors; and coordinates the technical needs of other user groups both in side and outside the District. Analyzes complex geographic data.

Performs systems administration work; performs data back ups; ~~maintains users of network~~; sets user access levels to GIS licenses and data; ~~administers the network hardware and software~~; develops and implements system maintenance standards; ~~monitors system security, data base protocol, and cartography standards~~; and maintains data schema and integrity.

Prepares maps using GIS data and software; creates custom maps for internal and external customers; converts maps and data for easy display in distribution over inter-/intra-net sites; prepares presentation quality maps and graphics for large format plotter output and presentations.

Coordinates GIS support contracts and other vendor contracts and agreements.

~~Performs special assignments and projects as requested; and may supervise a small work group for assigned projects~~

KNOWLEDGE, SKILLS AND ABILITIES:

Considerable knowledge of geographic information systems and cartographic principles and practices.

Good knowledge of public administration principles and practices as applied to work unit reporting and routing administrative procedures.

Good knowledge of cartography, ~~geodesy and photogrammetry~~ as related to digital databases.

Considerable ability in oral and written communications. ~~Good leadership skills and abilities.~~

Good ability to administer policies and procedures including planning, routine decision-making, and report development and writing.

Considerable ability to establish and maintain effective working relationships with co-workers, consultants, vendors, town officials, other utilities, and other governmental agencies.

QUALIFICATIONS:

A bachelor's degree in information systems, geography, or related field; supplemented by minimum of five years previous GIS experience. ~~Practical experience is not an acceptable substitute for degree requirement.~~ Master's Degree in GIS is desirable.

Trains and counsels employees. Administers union contract language and oral warnings and recommends higher level discipline. Assists in employee selection. Assures safe work practices.

Coordinates activities on a short and long term basis to assure personnel, materials and equipment necessary for projects and objectives.

Performs related work as required.

SPECIAL REQUIREMENTS: None.

Senior Cross Connection Technician-Job Classification Amendment

To: Personnel, Pension and Insurance Committee for consideration on Monday, April 5, 2010

We are recommending that the Classification Plan be amended to reflect the attached job specification and salary allocation for the *Senior Cross Connection Technician* classification (proposed PT-14, annual range is \$ 67,938.00 to \$ 81,588.00).

This resolution is supported by the attached three-party agreement. Through the agreement, the parties are recognizing that the individual and job responsibilities move from Local 1026, AFSCME (Supervisory Employees) to Local 3713, AFSCME (Engineering, Technical and Clerical Employees).

This action will affect one employee. The step placement into the new classification will be made to the nearest step that does not provide for a decrease. The agreement did not include any retroactive consideration.

Therefore, staff is recommending that the classification system be amended to reflect the attached job specification for the *Senior Cross Connection Technician* and to allocate the position to PT-14 salary grade.

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 the classification system be amended to reflect the attached job specification for the *Senior Cross Connection Technician* position and to allocate the position to PT-14 salary grade.

Respectfully submitted,



Charles P. Sheehan
Chief Executive Officer

TITLE: SENIOR CROSS-CONNECTION TECHNICIAN

CODE: 24527

GENERAL DESCRIPTION:

This is highly responsible water distribution system lead technical work involving the disposition, inspection and correction of complex cross-connection backflow problems and the maintenance of enforcement records.

Work involves responsibility for assurance of backflow prevention mechanisms in plumbing cross-connections. Duties include inspecting complex backflow problems, determining corrective action and enforcing corrections. This position also has the responsibility for making very difficult cross-connection technical decisions. This work requires that the employee have considerable knowledge, skill and ability in backflow prevention technology.

SUPERVISION RECEIVED:

Works under the general supervision of an operational management position.

EXAMPLES OF DUTIES:

Assists in direction and coordination of the work of the cross connection unit, including assigning work, resolving technical field problems and orientating employees to procedures. Ensures appropriate and timely response to staffing, materials and equipment requirements and conditions. Oversees the work of lower level technicians. Demonstrates operating procedures and techniques.

Inspects complex cross-connections in commercial and industrial facilities for backflow conditions. Tests backflow prevention devices. Recommends equipment modifications or purchases.

Assists in drafting budget requests for the cross-connection unit. Maintains inventories and maintenance and repair records. Determines backflow prevention measures for difficult problems and assures the implementation of those measure by the owner.

Investigates complex water contamination problems, determines corrective actions to be taken and assures their implementation. Collects and assembles information and data for use in preparing managerial reports. Verifies work assignments and time records.

Compiles and analyzes cross-connection and backflow data and prepares a variety of reports. Maintains records of inspections, corrections, enforcement, and related activities. Demonstrates complex investigation techniques. Performs related work as required.

KNOWLEDGE, SKILLS AND ABILITIES:

Considerable knowledge of backflow prevention technology principles and practices.

Considerable knowledge of plumbing system design and operations, especially in commercial and industrial setting.

TITLE: SENIOR CROSS-CONNECTION TECHNICIANCODE: 24527

Good knowledge of public administration practices as applied to an inspection and enforcement programs.

Considerable ability in oral and written communications.

Considerable ability to analyze complex plumbing systems and to identify and resolve backflow problems with firmness and tact.

Considerable ability to maintain cross-connection program records and to carry out program administration procedures.

Considerable ability to establish and maintain effective working relationships with co-workers, customers, contractors, and other governmental agencies.

QUALIFICATIONS:

An associate's degree from a recognized college in engineering technology plus six years of utility engineering technology or plumbing experience, or an equivalent combination of education and qualifying experience substituting on a year-for-year basis.

SPECIAL REQUIREMENTS:

Must be certified as a Connecticut Backflow Prevention Tester and a Cross-Connection Survey Inspector.

Must have a valid driver's license.

Arbitration CASE No. 2009-A-0025
(Bargaining Unit Work - Cross Connection Unit)
Settlement Agreement

The Metropolitan District Commission, hereinafter, "the District," together with Local 3713, COUNCIL 4, AFSCME, hereinafter, "Local 3713," and Local 1026, COUNCIL 4, AFSCME, hereinafter, "Local 1026," in consideration of the promises made herein, including the execution of this agreement, WITHOUT SETTING PRECEDENT OR ESTABLISHING PRACTICE in the disposition of these types of issues, agree to the following:

1. The District shall create a *Senior Cross Connection Technician* position. Said position, subject to Board of Commissioner approval, would be recommended to be allocated to PT-14 salary grade. Said position would guide and direct the operations of the Cross Connection Unit.
2. If the *Senior Cross Connection Technician* position described in Item # 1, above, is approved by the District's governing body, effective the Sunday following the date the position is approved, the District shall transfer Mr. Dennis Torzsa, current *Cross Connection Technician Supervisor*, into the position (placed at nearest step in PT-14 that does not provide for a decrease as compared to current salary). Local 1026 *waives* all rights to contest this inter-bargaining unit transfer.
3. Local 3713 shall withdraw CASE No. 2009-A-0025 from Arbitration before the State Board of Mediation and Arbitration (right to re-file if the position in Item # 1 above, is not approved, with District waiving timeliness). Said withdrawal shall be without prejudice. The District shall be provided a copy of the withdrawal notice.
4. This agreement satisfies the requirements under Section 21.1 and Section 21.3 of the Collective Bargaining Agreement the District has with Local 3713.

All terms and conditions above, agreed to this 16th day of October, 2009.

For Local 3713, AFSCME:

/s/ Robert E. Facey, Jr.

/s/ Alan Marshall

For Local 1026, AFSCME:

Thomas E. Raffa, Sr.

For the District:

/s/ Robert J. Zaik

TO: Catherine J. Serino, Director
BOARD OF MEDIATION AND ARBITRATION

RE: Metropolitan District Commission
and
Local 3713, COUNCIL 4, AFSCME
CASE No. 2009-A-0025 [Bargaining Unit Work - Cross Connection Supervisor]

CASE No. 2009-A-0025 is hereby *withdrawn* from Arbitration before the State Board of Mediation and Arbitration. Said withdrawal is without prejudice.

DATE: _____

Local 3713, AFSCME

Local 3713, AFSCME

Utility Operations Maintainer (Primary Response)-Job Classification Amendment

To: Personnel, Pension and Insurance Committee for consideration on April 5, 2010

We are recommending that the Classification Plan be amended to reflect the attached job specification and value change for the *Utility Operations Maintainer* (Primary Response) classification (proposed LT-08, annual range -2009 is \$47,153.60 to \$56,617.60). The present salary range is \$45,011.20 to \$54,038.40. There are five incumbents. This classification recommendation is supported by the attached agreement negotiated with Local 184, AFSCME. The projected retroactivity is \$3,380.00.

The incumbents perform in the role of primary customer and system response. The employees diagnose the issues and problems to effect a plan of action to rectify or correct the situation or problem. Currently, we have employees assigned to the *Utility Operations Shift Maintainer* position. These employees perform similar duties but on the off-shifts, week-ends and Holidays. The *Utility Operations Shift Maintainer* classification is allocated to LT-09 salary grade primarily because the employees perform there duties outside the direct control of supervision.

The *Utility Operations Maintainer* position is part of the designs to create a Primary Response unit. The unit will address, handle and initiate action to resolve or dispose of any type of Customer issue or complaint. By assigning response and investigative work to the *Utility Operations Maintainer* position, the District allows the Systems Repair personnel (formerly assigned) to concentrate on repairing and correcting system-related issues.

A thorough review of this position was conducted. The verbal and written input from the petitioning employees and supervision was considered. It was determined that this employee's breadth and difficulty of assigned tasks was increased. The Scope and Complexity classification factor has to be adjusted one level.

Therefore, staff is recommending that the classification system be amended to reflect the attached job specification changes for the *Utility Operations Maintainer* (Primary Response) position and to re-allocate the salary to LT-08 labor grade.

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 the classification system be amended to reflect the attached job specification changes for the *Utility Operations Maintainer* (Primary Response) position and to re-allocate the salary to LT-08 labor grade.

Respectfully submitted,


Charles P. Sheehan
Chief Executive Officer

TITLE: UTILITY OPERATIONS MAINTAINER (Primary Response) CODE: 35303

GENERAL DESCRIPTION:

This is responsible utility operations maintenance work involving the response to systems emergencies. The position is typically assigned to the regular work shift and augments the effort of the shift coverage unit assigned to off-shifts, week-ends and Holidays.

Work involves responsibility for resolving utility systems emergencies. Duties include investigating and repairing or securing water leaks and other emergencies. This position also has the responsibility for making standard systems emergency technical decisions in accordance with established procedures. This work requires that the employee have good knowledge, skill and ability in systems emergency response methods.

SUPERVISION RECEIVED:

Works under the general supervision of the assigned supervisor or crew leader.

EXAMPLES OF DUTIES:

Investigates leaks and a variety of other problems and conditions in water and sewer systems. Repairs or secures conditions found, or summons repair crew.

Responds to customer calls for service. Identifies problems reported and repairs or secures conditions found, or summons repair crew.

Removes and replaces smaller water meters and carries out water shut off or turn on orders.

Performs varied utility yard maintenance tasks, as assigned. Assists in providing yard security in the absence of a supervisor. Fuels and washes vehicles and performs minor maintenance.

Performs work in a safe manner under sometimes adverse weather, traffic and crowd conditions and observes all safety procedures.

Uses all tools, equipment and materials responsibly and performs basic inspection and preventive maintenance prior to use.

Fills out job forms, as assigned. Performs related work as assigned, including reading meters or performing utility yard maintenance including mowing, sweeping, snow and ice removal, raking, and moving equipment and materials.

Performs work in a safe manner and observes all safety procedures. Uses all tools, equipment and materials responsibly and performs basic inspection and preventive maintenance prior to use.

TITLE: UTILITY OPERATIONS MAINTAINER (Primary Response)

CODE: 35303

KNOWLEDGE, SKILLS AND ABILITIES:

Good knowledge of the tools, equipment and methods of ~~systems emergency repair~~.

Good knowledge of the work standards and safety procedures in ~~systems emergency repair~~.

Considerable skill in the use of the hand tools and power equipment in utility systems maintenance and repair.

Considerable ability to perform ~~systems emergency response~~ safely, effectively and efficiently even under adverse condition and to interact with the public with firmness and tact.

Considerable ability to follow oral and written instructions and to learn District procedures.

~~Good ability to use system records and maps.~~

Some ability to fill out forms and charts.

Considerable ability to establish and maintain effective working relationships with coworkers, contractors, customers and the general public.

QUALIFICATIONS:

A high school diploma or the equivalent plus two years of experience ~~utility maintenance~~, or an equivalent combination of education and qualifying experience substituting on a year-for-year basis.

SPECIAL REQUIREMENTS:

Must have a valid driver's license.

Yard Stock Crew Leader-Job Classification Amendment

To: Personnel, Pension and Insurance Committee for consideration on April 5, 2010

We are recommending that the Classification Plan be amended to reflect the attached job specification and value change for the *Yard Stock Crew Leader* classification (proposed LT-13, annual range -2009 is \$60,257.60 to \$72,342.60). The present salary range is \$57,408.00 to \$68,910.40. There is one incumbent. The projected retroactivity (effective: September 5, 2008) is \$3,800.00.

This proposed action is reflective of the Chief Operating Officer's initiative in centralizing, solidifying and unifying the inventory control functions. In previous times, this crew leader position was supported by a stock services supervisor and stock superintendent. The Chief Operating Officer, while eliminating the supervisory levels, has put greater emphasis on computerized inventory control experience at a lower level.

A thorough review of this position was conducted. The verbal and written input from the petitioning employee and supervision was considered. It was determined that because of the elimination of the direct stock supervisory positions, the crew leader is required to make all of the stock and inventory technical determinations. The Scope and Complexity classification factor has to be adjusted one level. The breadth of the assigned work is more complex; the assigned work is more difficult.

Therefore, staff is recommending that the classification system be amended to reflect the attached job specification changes for the *Yard Stock Crew Leader* position and to re-allocate the salary to LT-13 labor grade.

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 the classification system be amended to reflect the attached job specification changes for the *Yard Stock Crew Leader* position and to re-allocate the salary to LT-13 labor grade.

Respectfully submitted,



Charles P. Sheehan
Chief Executive Officer

TITLE: YARD STOCK CREW LEADERCODE: 35017GENERAL DESCRIPTION:

This is very responsible utility stock crew leader work involving the receipt and issuance of repair and replacement materials, construction materials, supplies, parts, fittings and tools with the assistance of stock services specialists.

Work involves responsibility for timely and accurate issuance of materials, parts or tools for utility construction repair and maintenance. Duties include receiving, issuing and accounting for materials, parts and tools using District's electronic computerized systems. This position also has the responsibility for making difficult stock management decisions. This work requires that the employee have considerable knowledge, skill and ability in stocking operations and computerized record keeping.

SUPERVISION RECEIVED:

Works under the general supervision of the Utility Services Superintendent.

EXAMPLES OF DUTIES:

Receives, stores, inventories, issues, and maintains electronic records on utility construction repair and maintenance materials, supplies, fittings, parts and tools and office and custodial supplies.

Prepares reports and analyzes inventory control records. Enters data into electronic records for all items received and issued. Maintains accurate and timely inventory balances. Projects stock and inventory use and needs. Monitors and coordinates the entry of work orders into computerized systems. Updates and reconciles order and inventory records to ensure appropriate inventory stock levels. Assigns, oversees and corrects the work of a small work crew.

Fills out forms on completed work assignments. Maintains electronic and computerized inventory and operational records. Prepares reports on stock use and needs. Coordinates purchasing procedures. Performs physical and cycle inventory reviews.

Demonstrates work procedures. Cites work rules violations.

Coordinates activities on a short-term basis to assure personnel, materials and equipment necessary for assignments. Canvasses vendors for required stock and inventory items.

Performs related work as required.

TITLE: YARD STOCK CREW LEADER

CODE: 35017

KNOWLEDGE, SKILLS AND ABILITIES:

Considerable knowledge of electronic and computerized stocking operations and record keeping methods, equipment and materials, including use of personal computer and pertinent software programs.

Considerable knowledge of public administration principles and practices as applied to inventory records and crew operations reporting.

Good ability to communicate orally and in writing and to lead a work crew.

Good ability to make operational decisions within established procedures and to complete routine forms.

Good ability to oversee the activities of an assigned work crew.

Considerable ability to establish and maintain effective working relationships with coworkers, vendors, and contractors.

QUALIFICATIONS:

A high school diploma or the equivalent plus six years of progressively responsible electronic computerized stock and inventory control experience, including some experience in a lead inventory control capacity, or an equivalent combination of education and qualifying experience substituting on a year-for-year basis.

SPECIAL REQUIREMENTS:

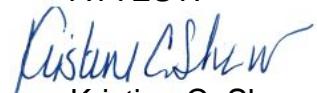
Must have a valid driver's license.

On motion made by Commissioner Reichin and duly seconded the job reclassifications as presented as evidence for Item # 5, and identified in Exhibit "A", were accepted by the Personnel, Pension and Insurance Committee and referred to the District Board for final approval.

ADJOURNMENT

The meeting was adjourned at 5:45 p.m.

ATTEST:


Kristine C. Shaw
District Clerk

April 12, 2010

Date Approved

**Meeting
of
PERSONNEL, PENSION AND INSURANCE COMMITTEE
The Metropolitan District
555 Main Street, Hartford
Monday, April 12, 2010**

Present: Commissioners Daniel Camilliere, John M. Grottole, Trude H. Mero, Pasquale J. Salemi, Raymond Sweezy, Alvin E. Taylor and Joseph Verrengia (7)

Absent: Commissioners Timothy Curtis, Maureen Magnan, J. Lawrence Price, Albert F. Reichin and Joseph Klett (5)

**Also
Present:** Charles P. Sheehan, Chief Executive Officer
Scott W. Jellison, Chief Operating Officer
Robert E. Moore, Chief Administrative Officer
John M. Zinzarella, Chief Financial Officer
R. Bartley Halloran, District Counsel
Christopher R. Stone, Assistant District Counsel
Patricia Speicher Werbner, Director of Human Resources
George Scurlock, Director of Reengineering
Sally Nyren, Manager of Environment, Health & Safety
Constantin Banciulescu, Interim Chief of Engineering
Louise Guarnaccia, Program Controls Manager
Kerry E. Martin, Assistant to the Chief Executive Officer
Linda R. Foster, Executive Assistant
Timothy Dupuis, Camp Dresser & McKee
John J. Jacobson, Attorney, Reid and Riege, P.C.
Richard H. Goldstein, Attorney, Pepe & Hazard LLP

CALL TO ORDER

Chairman Taylor called the meeting to order at 5:17 P.M.

PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS

No one from the public appeared to be heard.

APPROVAL OF MINUTES

On motion made by Commissioner Sweezy and duly seconded, the meeting minutes of April 5, 2010 were approved.

REVIEW AND POTENTIAL ACTION REGARDING THE METROPOLITAN DISTRICT POSTEMPLOYMENT BENEFITS TRUST-Report 4.

Attorney Halloran said that that the Personnel, Pension & Insurance Committee could technically approve this plan but so that we get unanimity and full understanding by the entire Board; he recommended that the Committee just listen tonight, then have the District Board appoint this Committee as the administrator of the plan.

Attorney Halloran introduced Attorney John Jacobson who detailed the following documents:

MEMORANDUM

To: R. Bartley Halloran
The Metropolitan District

From: John Galiette
Reid and Riege, P.C.

Date: April 8, 2010

Re: The Metropolitan District Postemployment Benefits Trust

This memorandum relates to The Metropolitan District Postemployment Benefits Trust (the “OPEB Trust”) to be adopted by The Metropolitan District (the “MDC”).

Postemployment Benefits

Postemployment benefits (other than retirement benefits) are referred to as “other postemployment benefits”, or “OPEB”. The MDC maintains an employee benefit plan, called the “OPEB Plan”, to provide medical, dental and life insurance benefits to MDC retirees and their dependents.

In GASB Statements 43 and 45, the Governmental Accounting Standards Board (“GASB”) requires municipal entities (such as the MDC) to recognize on their financial statements the actuarial accrued liability of its OPEB, reduced by any prefunded assets held in an OPEB plan. For this purpose, an OPEB plan is a trust or other fund through which assets are accumulated and benefits are paid. Although there can be variations in the structure of such a trust, the trust: (a) must hold and manage assets, not as assets of the employer, but in trust for the exclusive benefit of members and their beneficiaries; (b) contributions to the trust must be irrevocable; (c) the assets and income of the trust must be dedicated to paying benefits in accordance with the substantive benefit

plan; (d) the assets of the trust must be protected from the creditors of the municipality; and (e) the trustee must act as a fiduciary in carrying out its responsibilities under the trust.

OPEB Trust

Section 115(1) of the Internal Revenue Code of 1986, as amended (the “Code”) provides that taxable gross income does not include any income that is derived from the exercise of any essential governmental function and that accrues to a state or any political subdivision thereof.

The IRS has ruled that income generated by a trust which is established by a governmental entity to prefund health benefits for retired employees is excluded from gross income under Code Section 115(1). In this ruling, the contributions to the trust were irrevocable and had to be used to pay benefits to the retirees. However, upon termination of the trust, any assets remaining in the trust after the satisfaction of all liabilities to retirees would revert to the governmental entity.

C.G.S. Section 7-450 permits a municipal entity to establish an other postemployment health and life benefit system for its employees. *See* C.G.S. Section 7-450(a). In addition, a municipal entity can establish a trust to hold and invest the assets of such a system. Any funds held in the trust can be invested in accordance with the terms of the trust agreement, subject to the prudent investor rules set forth in C.G.S. Section 45a-541 to C.G.S. Section 45a-541*l*, *et seq.* *See* C.G.S. Section 7-450(b).

The OPEB Trust is designed to constitute a Section 115 grantor trust that will provide funds for the provision of OPEB (i.e., medical, dental and life insurance benefits) to the retirees of the MDC and their dependents. Because the income of the OPEB Trust will be used to provide funds for an essential governmental function, the income of the trust will not be subject to federal income tax. In addition, because the assets of the OPEB Trust can revert to the MDC only if the OPEB Trust is terminated and all benefits to retirees and their dependents have been paid, the assets of the OPEB Trust will be deemed to have been set aside to fund OPEB for purposes of the GASB 43 and 45 rules. Therefore the amount of the unfunded OPEB liability that must be reflected on the MDC’s financial statements will be reduced by the amount of the assets in the OPEB Trust.

Operation of OPEB Trust

The District Board of the MDC, the PPI Committee, and MDC staff will each have specific roles with respect to the OPEB Trust.

(a) The District Board will have the authority to amend the OPEB Plan, to appoint the administrator of the OPEB Plan, to adopt the OPEB Trust, to appoint the trustees of the OPEB Trust, and to recommend the amount to be contributed to the OPEB Trust each year (subject to the approval of the board of finance).

The District Board will delegate to the PPI Committee the authority to amend the OPEB Plan and to recommend the amount to be contributed to the OPEB Trust each year.

In addition, the District Board will appoint the individual members of the PPI Committee as the trustees of the OPEB Trust.

(b) The PPI Committee will delegate to Human Resources the responsibility to administer the benefits provided by the OPEB Plan.

(c) The PPI Committee will appoint USI Consulting to act as the investment advisor for the OPEB Trust, and will designate the CFO to determine when disbursements must be made from the OPEB Trust to fund the OPEB Plan.

(d) The individual members of the PPI Committee will appoint the CFO as their signatory to effectuate disbursements from the OPEB Trust.

(e) The CFO must report to the PPI Committee on a quarterly basis the amount of the contributions to, and disbursements from, the OPEB Trust.

**RESOLUTIONS TO BE ADOPTED
BY THE DISTRICT BOARD OF
THE METROPOLITAN DISTRICT**

**(Appointment of PPI Committee as Administrator of OPEB Plan,
Delegation to PPI Committee of the Authority to Amend OPEB Plan,
Approval of OPEB Trust, Appointment of
PPI Committee as Trustee of OPEB Trust, and
Authorization of PPI Committee to Recommend Funding of OPEB Trust)**

WHEREAS, The Metropolitan District (the “MDC”) maintains a plan to provide postemployment welfare benefits (including retiree medical, dental and life insurance benefits) to the current and former eligible employees of the MDC (hereinafter called the “OPEB Plan”); and

WHEREAS, the MDC wishes to appoint the Personnel, Pension and Insurance Committee of the MDC (hereinafter called the “PPI Committee”) as the administrator of the OPEB Plan, and to delegate to the PPI Committee the authority to amend the OPEB Plan; and

WHEREAS, the MDC wishes to adopt The Metropolitan District Postemployment Benefits Trust (hereinafter called the “OPEB Trust”) to hold certain assets of the OPEB Plan; and

WHEREAS, the MDC wishes to appoint the individual members of the PPI Committee to serve as the trustee of the OPEB Trust (hereinafter called the “Trustee”); and

WHEREAS, the MDC wishes to authorize the PPI Committee, as the administrator of the OPEB Plan, to recommend the level of funding of the OPEB Trust.

NOW, THEREFORE, BE IT

RESOLVED: That the PPI Committee be, and hereby is, appointed to act as the administrator of the OPEB Plan in accordance with the terms of the OPEB Plan; and further

RESOLVED: That the PPI Committee (as the administrator of the OPEB Plan) be, and hereby is, delegated the authority to amend the OPEB Plan from time to time, in such manner as it deems advisable; and further

RESOLVED: That the Trust Agreement for the OPEB Trust, in substantially the form presented to this meeting, be and hereby is approved and adopted, together with any modifications that are determined by counsel for the MDC to be necessary or desirable to effectuate the intention of the OPEB Trust and to comply with the requirements of the Internal Revenue Code of 1986, as amended; and further

RESOLVED: That the individual members of the PPI Committee be, and hereby are, appointed to serve as the Trustee of the OPEB Trust in accordance with the terms of the OPEB Trust; and further

RESOLVED: That the PPI Committee (as the administrator of the OPEB Plan) be, and hereby is, authorized to recommend the amount of the MDC's annual contribution to the OPEB Trust, and to submit such recommendation to the Board of Finance of the MDC for approval; and further

RESOLVED: That the chief executive officer of the MDC 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 MDC, to execute the OPEB Trust and to take any and all other actions which may be necessary or desirable to effectuate the intention of the foregoing resolutions.

**RESOLUTIONS TO BE ADOPTED
BY THE PPI COMMITTEE
OF THE DISTRICT BOARD OF
THE METROPOLITAN DISTRICT
(As Administrator of OPEB Plan)**

**(Amendment and Restatement of OPEB Plan,
Delegation to Director of Human Resources of the
Authority to Administer OPEB Plan,
Appointment of USI as Investment Advisor for OPEB Trust, and
Delegation to Chief Financial Officer of the Authority to Direct
Trustee Regarding Disbursements from OPEB Trust)**

WHEREAS, The Metropolitan District (the “MDC”) maintains a plan to provide postemployment welfare benefits (including retiree medical, dental and life insurance benefits) to the current and former eligible employees of the MDC (hereinafter called the “OPEB Plan”); and

WHEREAS, the MDC has adopted The Metropolitan District Postemployment Benefits Trust (hereinafter called the “OPEB Trust”) to hold certain assets of the OPEB Plan; and

WHEREAS, the MDC has appointed the Personnel, Pension and Insurance Committee of the MDC (hereinafter called the “PPI Committee”) as the administrator of the OPEB Plan, and has delegated to the PPI Committee the authority to amend the OPEB Plan; and

WHEREAS, it is desirable that the PPI Committee amend and restate the OPEB Plan.

NOW, THEREFORE, BE IT

RESOLVED: That the amendment and restatement of the OPEB Plan, in substantially the form presented to this meeting, be and hereby is approved and adopted, together with any modifications that are determined by counsel for the MDC to be necessary or desirable to effectuate the intention of the OPEB 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 MDC 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 MDC, to execute the amendment and restatement of the OPEB Plan and to take any and all other actions which may be necessary or desirable to effectuate the intention of the foregoing resolution; and

WHEREAS, it is desirable that the PPI Committee delegate to the Director of Human Resources of the MDC the responsibility to perform the administrative functions of the OPEB Plan.

NOW, THEREFORE, BE IT

RESOLVED: That the Director of Human Resources of the MDC be, and hereby is, authorized and empowered for and on behalf of the PPI Committee (as the administrator of the OPEB Plan) to perform the administrative functions of the OPEB Plan, including but not limited to determining the right to receive benefits under the OPEB Plan, directing the payment of benefits to eligible participants in the OPEB Plan, and performing such other plan administrative functions as are specified in the OPEB Plan; and

WHEREAS, the PPI Committee (as the administrator of the OPEB Plan) has the responsibility to establish the investment policy for the OPEB Trust and to communicate such investment policy to the Trustee; and

WHEREAS, it is desirable that the PPI Committee appoint USI Consulting Group as its investment advisor with respect to the OPEB Trust, to recommend an investment policy for the OPEB Trust, and to perform such other investment advisory functions as the PPI Committee may request.

NOW, THEREFORE, BE IT

RESOLVED: That USI Consulting Group be, and hereby is, appointed as the investment advisor for the OPEB Trust, to recommend to the PPI Committee an investment policy for the OPEB Trust, to recommend to the PPI Committee certain investment managers and/or investment vehicles for the investment of the assets of the OPEB Trust, and to perform such other investment advisory functions as the PPI Committee may request from time to time; and further

RESOLVED: That the investment advisory agreement between the MDC and USI Consulting Group, in the form presented to this meeting, be and hereby is approved and adopted, together with any modifications that are determined by counsel for the MDC to be necessary or desirable to effectuate the intention thereof; and further

RESOLVED: That the chief executive officer of the MDC 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 MDC, to execute the investment advisory agreement with USI Consulting Group and to take any and all other actions which may be necessary or desirable to effectuate the intention of the foregoing resolutions; and

WHEREAS, it is desirable that the PPI Committee delegate to the Chief Financial Officer of the MDC the authority to direct the trustees of the OPEB Trust with respect to the disbursement of funds from the OPEB Trust.

NOW, THEREFORE, BE IT

RESOLVED: That the Chief Financial Officer of the MDC be, and hereby is, authorized and empowered for and on behalf of the PPI Committee (as the administrator of the OPEB Plan) to direct the trustees of the OPEB Trust with respect to the disbursement of funds from the OPEB Trust in order to provide the benefits and expenses payable under the OPEB Plan and to otherwise provide for the operation and administration of the OPEB Plan; *provided, however,* that the Chief Financial Officer shall provide to the PPI Committee, no later than thirty (30) days after the end of each calendar quarter, a report of all contributions to, and disbursements from, the OPEB Trust that occurred during the calendar quarter.

**RESOLUTIONS TO BE ADOPTED
BY THE INDIVIDUAL MEMBERS OF THE PPI COMMITTEE
OF THE DISTRICT BOARD OF
THE METROPOLITAN DISTRICT**

(As Trustee of OPEB Trust)

**(Delegation to Chief Financial Officer the Authority to
Make Disbursements from OPEB Trust)**

WHEREAS, The Metropolitan District (the “MDC”) maintains a plan to provide postemployment welfare benefits (including retiree medical, dental and life insurance benefits) to the current and former eligible employees of the MDC (hereinafter called the “OPEB Plan”); and

WHEREAS, the MDC has adopted The Metropolitan District Postemployment Benefits Trust (hereinafter called the “OPEB Trust”) to hold certain assets of the OPEB Plan; and

WHEREAS, the MDC has appointed the individual members of the Personnel, Pension and Insurance Committee of the MDC (hereinafter called the “PPI Committee”) to serve as the trustee of the OPEB Trust (hereinafter called the “Trustee”);

WHEREAS, it is desirable that the Trustee delegate to the Chief Financial Officer of the MDC the authority to make disbursements from the OPEB Trust.

NOW, THEREFORE, BE IT

RESOLVED: That the Chief Financial Officer of the MDC be, and hereby is, authorized and empowered for and on behalf of the individual members of the PPI Committee (as the Trustee of the OPEB Trust) to make transfers or disbursements from the OPEB Trust, at the direction of the Plan Administrator or its delegate, in any manner that the Chief Financial Officer may deem advisable in order to provide for the administration of the OPEB Trust, and the signature of the Chief Financial Officer may be accepted and relied upon by all persons dealing with the Trustee.

**THE METROPOLITAN DISTRICT
POSTEMPLOYMENT BENEFITS TRUST**

Effective _____, 2010

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TRUST AGREEMENT entered into effective as of _____, 2010 by and between THE METROPOLITAN DISTRICT, a governmental entity organized under the laws of the State of Connecticut (hereinafter called the “MDC”), and the INDIVIDUAL MEMBERS OF THE PERSONNEL, PENSION AND INSURANCE COMMITTEE OF THE METROPOLITAN DISTRICT, as the same shall be in office from time to time (hereinafter collectively called the “Trustee”).

W I T N E S S E T H:

WHEREAS, the MDC maintains a plan to provide postemployment welfare benefits (including retiree medical, dental and life insurance benefits) to the current and former eligible employees of the MDC (hereinafter called the “Plan”); and

WHEREAS, the MDC has appointed the Personnel, Pension and Insurance Committee of the MDC as the administrator of the Plan (hereinafter called the “Plan Administrator”), and has delegated to the Plan Administrator the authority to amend the Plan; and

WHEREAS, the MDC wishes to adopt The Metropolitan District Postemployment Benefits Trust set forth herein effective as of the date set forth above (hereinafter called the “Trust”); and

WHEREAS, the MDC wishes to appoint the Trustee as the trustee under the Trust; and

WHEREAS, the MDC wishes to fund current and future postemployment welfare benefits offered under the Plan through the Trust; and

WHEREAS, the MDC wishes the Trustee to hold and administer such funds, and the Trustee is willing to hold and administer such funds pursuant to the terms of this Trust Agreement; and

WHEREAS, the principal of the Trust, and any earnings thereon, shall be held separate and apart from other funds of the MDC and shall be used exclusively for the uses and purposes of Plan participants; and

WHEREAS, the income generated by the Trust is intended to qualify under Section 115 of the Internal Revenue Code of 1986, as amended, as tax-exempt income that is derived from the exercise of an essential governmental function and that accrues to a state or any political subdivision thereof; and

WHEREAS, the Trust is intended to constitute a funding vehicle for purposes of GASB 43 and GASB 45.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties do hereby mutually declare and agree as follows:

ARTICLE FIRST
Establishment of Trust

In order to carry out the purposes of the Plan, the MDC shall establish an irrevocable grantor trust, as described in this Trust Agreement, called The Metropolitan District Postemployment Benefits Trust (hereinafter called the "Trust"). The Trustee accepts this Trust and agrees to act as Trustee hereunder, but only on the terms and conditions herein set forth. Subject to the terms of this Trust Agreement, all right, title and interest in and to the estate of the Trust Fund shall be vested exclusively in the Trustee.

The Trustee shall receive all amounts contributed to the Trust in cash or in other property acceptable to it. All amounts so received, together with the income therefrom and any other increment thereon (hereinafter called the "Trust Fund"), shall be held, managed and administered by the Trustee pursuant to the terms of this Trust Agreement without distinction between principal and income and without liability for the payment of interest thereon. Such amounts and earnings thereon shall remain in the Trust until paid to or for the benefit of Plan participants and their beneficiaries in such manner and at such times as specified in the Plan.

The Trust is intended to be funded by contributions from the MDC. However, the Trust shall have the capability of receiving contributions and assets from more than one funding source, including, but not limited to, employer and employee contributions.

ARTICLE SECOND
General Duties of the MDC and the Plan Administrator

The Trust Fund shall be used for the purpose of funding postemployment welfare benefits for current and future Plan participants and their beneficiaries. Except to the extent paid by the MDC, the Trust Fund shall further provide the means for financing the expenses of the Trustee and all costs incurred in connection with the establishment, operation and administration of the Trust Fund in accordance with this Trust Agreement.

As set forth in Article Fourteenth, the MDC, acting through its District Board, expressly reserves the right at any time to amend or terminate the Trust.

As set forth in Article Thirteenth, the District Board of the MDC may remove any person or persons acting as the Trustee of the Trust, and may appoint a successor Trustee.

The MDC shall contribute such amounts to the Trust as are recommended by the Plan Administrator and approved by the Board of Finance of the MDC.

The Plan Administrator shall establish the investment policy of the Trust, and shall communicate such investment policy to the Trustee in writing, along with any changes that may be made in the investment policy from time to time.

ARTICLE THIRD General Duties of Trustee

It shall be the duty of the Trustee to receive, hold, manage, invest and reinvest the Trust Fund pursuant to the provisions of the general statutes governing the investment of trust funds, and to make payments from the Trust Fund pursuant to the provisions hereinafter set forth and the written directions it receives pursuant to this Trust Agreement. In performing its duties under this Trust Agreement, the Trustee shall act with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person 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, and in accordance with strict fiduciary standards and responsibilities.

The Trustee shall be responsible for such sums as are actually received by it as Trustee hereunder. The Trustee shall not be responsible for the adequacy of the Trust Fund to meet and discharge any and all distributions and liabilities under the Plan. The Trustee shall have no duty or authority to ascertain whether any contributions should be made to it pursuant to the Plan or to bring any action to enforce any obligation to make any such contribution. The duties and obligations of the Trustee hereunder shall be limited to those expressly imposed upon it by this Trust Agreement, notwithstanding any reference herein to the Plan. The Trustee shall not be liable in discharging its duties hereunder if it acts in good faith and in accordance with the terms of this Trust Agreement and in accordance with applicable Federal or state laws, rules and regulations.

ARTICLE FOURTH Powers and Duties of Trustee with Respect to Trust Fund

Except as provided in Article Fifth, the Trustee shall have the power to invest and reinvest the Trust Fund in its sole discretion, except to the extent that the Trust Fund, or a portion thereof, is subject to the limitations on investment set forth in Section 7-450 of the Connecticut General Statutes or any statutory restrictions that apply to trusts of this type, in which case the Trustee shall be bound by such statutory restrictions on investment. If only a portion of the Trust Fund is subject to such limitations, the Trustee shall retain complete discretion with respect to the investment of the portion of the Trust Fund that is not subject to any applicable restrictions.

Subject to any applicable limitations, the Trustee shall have the power:

(a) To receive the funds to which the Trustee shall be entitled, and to take such steps, including the institution and prosecution of, or intervention in, any proceeding at law or in equity or in bankruptcy as may be necessary or desirable to effectuate the collection of such funds to which said Trustee shall be entitled. All suits and proceedings may be instituted by or in the name of the Trustee;

(b) To invest and reinvest in any kind of property, real or personal, including, without limitation, stocks of any class, bonds, notes, debentures (including convertible stocks and securities), mortgages, certificates of deposit, demand or time deposits, shares of investment companies and mutual funds, or guaranteed insurance contracts, without regard to the proportion any such property may bear to the entire amount of the Trust Fund; *provided, however*, that the Trust Fund shall be diversified so as to minimize the risk of large losses unless under the circumstances, in the sole discretion of the Trustee, it is clearly prudent not to do so;

(c) To sell, exchange, grant options to buy, redeem, or otherwise dispose of any securities or other property at any time held by it;

(d) To retain any property at any time received by it as Trustee;

(e) To settle, compromise, submit to arbitration, sue upon or abandon any claims or demands in favor of or against the Trust; *provided, however*, that the Trustee shall not be required to take any such action unless it shall have been indemnified by the MDC to its reasonable satisfaction against liability or expenses it might incur therefrom;

(f) To join in, dissent from or oppose any plan of reorganization, consolidation, sale, merger, liquidation or other plan relating to any corporation or other entity, the securities of which may be held by it;

(g) To exercise any conversion privilege and/or subscription right available in connection with any securities or other property at any time held by it, to oppose or to consent to the reorganization, consolidation, merger, or readjustment of the finances of any corporation, company or association or to the sale, mortgage, pledge or lease of the property of any corporation, company or association any of the securities of which may at any time be held by it, and to do any act with reference thereto, including the exercise of options, the making of agreements or subscriptions and the payment of expenses, assessments or subscriptions, which may be deemed necessary or advisable in connection therewith, and to hold and retain any securities or other property which it may so acquire;

(h) To extend the time of payment of any obligation held by it;

(i) To hold uninvested any monies received by it, without liability for interest thereon, until such monies shall be invested, reinvested or disbursed;

(j) To exercise any right, including the right to vote in person or by proxy, appurtenant to any securities or other property held by it at any time;

(k) To renew or extend, or participate in the renewal or extension of, any mortgage upon such terms as may be deemed advisable, and to agree to a reduction in the rate of interest on any mortgage or to any other modification or change in the terms of any mortgage or of any guarantee pertaining thereto, in any manner and to any extent that may be deemed advisable for the protection of the Trust Fund or the preservation of the value of the investment; to waive any default, whether in the performance of any covenant or condition of any mortgage or in the

performance of any guarantee, or to enforce any such default in such manner and to such extent as may be deemed advisable; to exercise and enforce any and all rights of foreclosure; to take a deed in lieu of foreclosure with or without paying a consideration therefor and in connection therewith to release the obligation on the bond secured by such mortgage;

(l) To the extent not inconsistent with the Charter, By-laws and Ordinances of the MDC, to employ suitable agents and counsel, who may be counsel for the MDC, and to act in accordance with their advice and to pay their reasonable expenses and compensation;

(m) To cause any property or securities at any time held in the Trust Fund to be registered in the name of one or more nominees, with or without disclosure of the Trust, or to hold any securities at any time held in trust in bearer form so that they will pass by delivery;

(n) To make, execute and deliver, as Trustee, any and all deeds, leases, mortgages, conveyances, contracts, waivers, releases or other instruments in writing necessary or proper for the accomplishment of any of the foregoing powers;

(o) To do all acts, whether or not expressly authorized, that the Trustee may deem necessary or desirable for the protection of the Trust Fund and to accomplish any action provided for in the Plan;

(p) If any dispute shall arise as to the persons to whom payments are due or the delivery of any monies by the Trustee, or the amounts thereof, the Trustee shall follow the instructions of the Plan Administrator and shall be indemnified against loss for following such instructions;

(q) In accordance with instructions from the Plan Administrator, to pay or provide for the payment directly from the Trust Fund of any benefits to Plan participants and their beneficiaries who shall be eligible under the rules and regulations of the Plan; and

(r) To do all acts, whether or not expressly authorized herein, which the Trustee may deem necessary or proper to carry out the terms of this Trust Agreement, and for the protection of the property held hereunder.

The words "security or other property" as used in this Trust Agreement shall be deemed to refer to such stocks, bonds, notes or other evidences of indebtedness or ownership, in which trustees are authorized to invest under the laws of the State of Connecticut as such laws exist from time to time. Such phrase shall also be deemed to refer to any property, real or personal or part interest therein, wherever situated, including but without being limited to governmental, corporate or personal obligations, trust and participation certificates, leaseholds, fee titles, mortgages and other interests in realty, preferred and common stocks, and any other evidences of indebtedness or ownership, even though the same may not be legal investments for trustees under the law applicable thereto.

ARTICLE FIFTH
Investment Manager

The Plan Administrator may appoint: (a) a registered investment adviser under the Investment Advisers Act of 1940 (the “Act”), (b) a bank, as defined in the Act, or (c) an insurance company qualified to perform investment management services under the laws of more than one state, to act as an “Investment Manager” with respect to the Plan. If an Investment Manager is appointed, the Investment Manager’s duties shall be as an advisor only, and it shall have no power to direct the investment and reinvestment of all or part of the Trust Fund unless its appointment provides otherwise.

If an Investment Manager is appointed with the power to direct the investment and reinvestment of all or part of the Trust Fund, the Investment Manager shall have the power to direct the Trustee in the exercise of the powers described in Article Fourth above, other than subparagraphs (e), (l), (m), (n), (o) and (r) thereof, with respect to all or part of the Trust Fund, as the case may be. In providing directions to the Trustee, the Investment Manager shall act with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person 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. Upon receipt of a copy of the Investment Manager’s appointment and written acknowledgement of such appointment, satisfactory in form to the Trustee, the Trustee shall exercise such powers as directed in writing by the Investment Manager, unless it knows that such direction is a breach of the Investment Manager’s duties hereunder. The Trustee shall not be liable for any diminution in the value of the Trust Fund as a result of following any such direction or as a result of not exercising any such powers in the absence of any such direction.

If no Investment Manager is duly appointed with the power to direct the Trustee regarding the investment and reinvestment of the Trust Fund, the Trustee shall have full authority to invest and reinvest the Trust Fund, and shall not be required to follow the directions of any other person, notwithstanding any provision in the Plan to the contrary.

ARTICLE SIXTH
Payment of Taxes

The Trustee shall pay out of the Trust Fund all property taxes, income taxes and other taxes of any and all kinds levied or assessed under existing or future laws against the Trust Fund.

ARTICLE SEVENTH
Disbursement of Trust Funds

The Trustee, from time to time upon receipt of written direction from the Plan Administrator, shall make payments in cash or property from the Trust Fund to such persons, including a paying agent or agents designated by the Plan Administrator, in such manner and in such amounts as the Plan Administrator shall direct in writing. Any cash or property so

distributed to any paying agent shall be held in trust by such payee until disbursed in accordance with the Plan.

In directing the Trustee to make any payments from the Trust, the Plan Administrator shall be responsible for ensuring that any payment the Trustee is directed to make hereunder conforms with the provisions of the Plan. Except as provided in this Trust Agreement, in no event may the Plan Administrator direct that any payments be made, either during the existence or upon discontinuance of the Plan, that would cause any part of the Trust Fund to be used for or diverted to purposes other than the exclusive benefit of Plan participants or beneficiaries pursuant to the provisions of the Plan, or defraying the reasonable expenses of administering the Plan. Unless the Trustee knows that the direction constitutes a breach of the Plan Administrator's fiduciary responsibility with respect to the Plan, the Trustee may rely on the directions and instructions it receives from the Plan Administrator, shall not be liable for any payments or other distributions made pursuant to any such direction, and shall have no duty to make any inquiry or investigation before acting upon any such direction.

ARTICLE EIGHTH Subtrusts and Accounts

The Trustee shall establish subtrusts or accounts for the purpose of accounting for the assets contributed to the Trust Fund (and the earnings thereon) attributable to the different types of postemployment welfare benefits provided under the Plan. Notwithstanding the above, whenever funds of one or more subtrusts or accounts are commingled and aggregated for investment purposes under the Trust Fund, the undivided interest of the subtrusts and accounts therein shall be reflected accordingly. All contributions to, and withdrawals from, and any other transactions regarding, the Trust Fund shall be conducted in such a way that the proportionate interest in the Trust Fund of each subtrust or account established and the fair market value of that interest may be determined at any time.

ARTICLE NINTH Exclusive Benefit of Plan Participants, etc.

At no time prior to the satisfaction of all of the liabilities of the MDC under the Plan with respect to Plan participants and their beneficiaries shall any part of the corpus or income of the Trust Fund be used for, or diverted to, purposes other than for the exclusive benefit of such Plan participants or their beneficiaries. Except in the case of a contribution that is made by the MDC under a mistake of fact or as otherwise provided under this Trust Agreement, the assets of the Trust Fund shall not inure to the benefit of the MDC and shall be held for the exclusive purposes of providing benefits to participants in the Plan and their beneficiaries and defraying the reasonable expenses of administering the Plan. This Article Ninth shall not prohibit the return to the MDC at the written direction of the Plan Administrator of a contribution made under a mistake of fact within one year after the payment of the contribution.

ARTICLE TENTH
Expenses of Trustee

The Trustee shall be paid its reasonable expenses for the management and administration of the Trust Fund, including, without limitation, reasonable expenses of counsel and other agents employed by the Trustee. No person shall be entitled to receive compensation from the Trust, except for reimbursement of expenses properly and actually incurred. Such expenses shall be paid by the MDC, but if they are not so paid, they shall be paid by the Trustee from the Trust Fund.

ARTICLE ELEVENTH
Expenses of the Plan and Trust Fund

The MDC shall pay (or if not paid by the MDC, the Trustee shall pay from the Trust Fund upon the direction of the Plan Administrator) the reasonable administrative expenses of the Plan (including, without limitation, actuarial and legal expenses).

The Trustee shall pay from the Trust Fund all expenses relating to the investments of the Trust Fund and investment management fees.

ARTICLE TWELFTH
Accounts of the Trustee

The Trustee shall keep full accounts of all of its receipts and disbursements. The Trustee's books and records with respect to the Trust Fund shall be open to inspection by the Plan Administrator at all reasonable times during the business hours of the Trustee. The Trustee shall render from time to time, and not less frequently than once per year, accounts of its transactions to the Plan Administrator and certify to the accuracy thereof. The Plan Administrator may approve such accounts by an instrument in writing delivered to the Trustee. In the absence of the Plan Administrator's filing exceptions or objections to any such account in writing with the Trustee within sixty (60) days after an accounting has been rendered, the Plan Administrator shall be deemed to have approved such account. In such case, or upon the written approval of the Plan Administrator of any such account, 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 other than the Plan Administrator may require an accounting or bring any action against the Trustee with respect to the Trust or its action as Trustee. The Trustee shall have the right to apply at any time to a court of competent jurisdiction for judicial settlement of any account of the Trustee not previously settled as herein provided or for the determination of any question of construction or for instructions. In any such action or proceeding, it shall be necessary to join as parties only the Trustee (although the Trustee may also join such other parties as it may deem appropriate), and any judgment or decree entered therein shall be conclusive.

In the case of the termination of this Trust, or in case of the resignation or removal of the Trustee, the Plan Administrator and the Trustee shall have the right to a settlement of the Trustee's accounts, which accounting may be made either: (a) by agreement of settlement

between the Trustee and the Plan Administrator; or (b) by judicial settlement in an action, suit or proceeding instituted by the Plan Administrator or the Trustee in a court of competent jurisdiction. In the absence of the Plan Administrator's filing exceptions or objections to any such account in writing with the Trustee within sixty (60) days after an accounting has been rendered, the Plan Administrator shall be deemed to have approved such account. In such case, or upon agreement of settlement, 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.

ARTICLE THIRTEENTH

Resignation, Removal and Substitution of Trustee

Any party acting as Trustee hereunder may resign at any time by giving written notice to the District Board of the MDC. Such resignation shall not take effect until sixty (60) days after the delivery thereof to the District Board of the MDC (unless notice of a shorter duration shall be accepted as adequate). The District Board of the MDC may remove any party acting as Trustee at any time upon sixty (60) days' notice to the Trustee (unless notice of a shorter duration shall be accepted as adequate). If there is only one party acting as Trustee, no such removal of the Trustee shall become effective until the appointment by the District Board of the MDC and the qualification of a successor Trustee to which the Trustee may make transfer and delivery of the Trust Fund.

Any successor Trustee hereunder may be either a corporation authorized and empowered to exercise trust powers or may be one or more individuals. In either event, the appointment of a successor Trustee shall not be effective until such successor Trustee delivers its written acceptance of trust to the Trustee. All of the provisions set forth herein with respect to the Trustee shall relate to each successor Trustee so appointed with the same force and effect as if such successor Trustee had been originally named herein as the Trustee hereunder. If there is only one party acting as Trustee, the Trustee resigns or is removed, and no successor Trustee is appointed within thirty (30) days of the notice of resignation or removal of the Trustee, then the Trustee may apply to a court of competent jurisdiction for appointment of a successor Trustee.

In the case of the resignation or removal of the Trustee, the Plan Administrator or the Trustee shall have the right to a settlement of the Trustee's accounts, as provided in Article Twelfth hereof. Upon the completion of such accounting and upon the appointment of a successor Trustee, the resigning or removed Trustee shall transfer and deliver the Trust Fund to such successor Trustee, after reserving any sums chargeable against the Trust Fund for which it may be liable. However, if the sums so reserved are not sufficient for such purposes, the resigning or removed Trustee shall be entitled to reimbursement for any deficiency from the successor Trustee or the MDC. Also, upon the completion of such accounting and upon the appointment of a successor trustee, the resigning and removed Trustee shall thereupon be discharged from further accountability for the Trust Fund by reason of any matter embraced in such accounting, and shall be under no further duty, obligation or responsibility for the disposition by such successor Trustee of the Trust Fund or any part thereof, but the Trustee shall, in any event, properly account for any such sums reserved by it.

ARTICLE FOURTEENTH
Amendment and Termination of Trust

The District Board of the MDC expressly reserves the right at any time to amend this Trust Agreement and the Trust created hereby to any extent that it may deem advisable. No such amendment shall be made by the District Board of the MDC that affects the duties or responsibilities of the Trustee without the consent of the Trustee in writing. Such amendment shall become effective upon delivery to the Trustee of a written instrument of amendment, duly executed and acknowledged on behalf of the District Board of the MDC, and accompanied by a resolution of the District Board of the MDC authorizing such amendment.

The District Board of the MDC expressly reserves the right to terminate the Trust created by this Trust Agreement, *provided that* such termination shall not take place until all benefits to Plan participants and beneficiaries have been paid or the Trust Fund has no remaining assets. Such termination shall become effective when and as the Trustee shall have received a written instrument of such termination executed on behalf of the District Board of the MDC by duly authorized officers and accompanied by a copy of a resolution of the District Board of the MDC, authorizing such termination. Upon such termination, the Trustee shall use the assets of the Trust Fund to pay benefits to Plan participants and beneficiaries and to pay any expenses properly chargeable against the Trust and, after all benefits to Plan participants and beneficiaries and all expenses have been paid, shall return any remaining assets of the Trust Fund to the MDC.

ARTICLE FIFTEENTH
Designees of Trustees

The Trustee may designate one or more of the Trustees and/or one or more officers or employees of the MDC to sign checks or other documents on behalf of the Trust. If authorized by the Trustee, the signature of any one of the parties so designated may be accepted and relied upon by all persons dealing with the Trustee.

ARTICLE SIXTEENTH
Miscellaneous Provisions

(a) This Trust Agreement and the trust hereby created shall be governed, construed, administered and regulated in all respects under the law of the United States and of the State of Connecticut.

(b) The titles to the 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.

(c) In case any provisions of this Trust Agreement shall be held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining parts of this Trust

Agreement, but this Trust Agreement shall be construed and enforced as if said illegal and invalid provisions had never been inserted herein or therein.

(d) No right or claim to any of the monies or other assets of the Trust Fund shall be assignable, nor shall such rights or claims be subject to garnishment, attachment or execution or levy of any kind, and any attempt to transfer, assign or pledge the same will not be recognized by the Trustee.

(e) This Trust Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and said counterparts shall constitute but one and the same instrument and may be sufficiently evidenced by any one counterpart.

(f) This Trust Agreement shall be binding upon the respective successors and assigns of the MDC and the Trustee.

(g) Neither the gender nor the number (singular or plural) of any word shall be construed to exclude another gender or number when a different gender or number would be appropriate.

(h) In the event of any conflict between provisions of the Plan and those of this Trust Agreement relating to the payment of benefits or the operation of the Plan, the Plan shall prevail. In the event of any conflict between provisions of the Plan and those of this Trust relating to the investment of the Trust, this Trust Agreement shall prevail.

(i) Communications to the Trustee shall be sent to the Trustee's principal offices or to such other address as the Trustee may specify in writing. Communications to the MDC shall be sent to the MDC at the MDC's principal offices, or to such other address as the MDC may specify in writing. No communication shall be binding until it is received by the intended party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Trust Agreement has been executed effective as of the day and year first above written.

MDC:
THE METROPOLITAN DISTRICT

By _____
Name:
Title:
Date:

TRUSTEE:
PERSONNEL, PENSION AND INSURANCE COMMITTEE OF THE MDC

Name: Alvin Taylor, Chairman
Date:

Name: Daniel Camilliere
Date:

Name: William DiBella
Date:

Name: Joseph Klett
Date:

Name: Trude Mero
Date:

Name: Albert Reichin
Date:

Name: Joseph Verrengia
Date:

Name: Raymond Sweezy, Vice Chairman
Date:

Name: Timothy Curtis
Date:

Name: John Grottole
Date:

Name: Maureen Magnan
Date:

Name: Lawrence Price
Date:

Name: Pasquale Salemi
Date:

**THE METROPOLITAN DISTRICT
POSTEMPLOYMENT WELFARE BENEFITS PLAN**

As amended and restated
effective as of _____, 2010

**THE METROPOLITAN DISTRICT
POSTEMPLOYMENT WELFARE BENEFITS PLAN**

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**THE METROPOLITAN DISTRICT
POSTEMPLOYMENT WELFARE BENEFITS PLAN**

Pursuant to a resolution of the Personnel, Pension and Insurance Committee of its District Board, THE METROPOLITAN DISTRICT, a governmental entity organized under the laws of the State of Connecticut (hereinafter called the "MDC"), has amended and restated The Metropolitan District Postemployment Welfare Benefits Plan for the benefit of the employees and former employees of the MDC.

A R T I C L E I

Name, Effective Date and Purpose

Section 1.1 **Name of Plan.** This Plan shall be known as "The Metropolitan District Postemployment Welfare Benefit Plan."

Section 1.2 **Effective Date.** This amendment and restatement of the Plan shall be effective as of _____, 2010.

Section 1.3 **Purpose.** The purpose of the Plan is to provide postemployment medical, dental and life insurance benefits to the eligible employees and former employees of the MDC.

A R T I C L E II

Definitions

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

"Administrator" means the PPI Committee, or any other person or persons appointed by the District Board of the MDC.

"Benefit Programs" means all of the postemployment welfare benefit plans or programs set forth in Exhibit A attached hereto. Exhibit A will be amended from time to time to reflect changes in the welfare benefit plans or programs that comprise the Benefit Programs. The terms of each such welfare benefit plan or program (as set forth in the welfare benefit plan or program documents and in any summary plan description relating to each such welfare benefit plan or program), the group insurance contracts (if any) providing benefits under each such welfare benefit plan or program, the administrative services agreements (if any) between the MDC and an insurer or third party claims administrator relating to each such welfare benefit plan or program, and the collective bargaining agreements (if any) governing the terms of such welfare benefit plan or program, are specifically incorporated herein by reference and made a part hereof.

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

“Eligible Dependent” means an individual who is a dependent of an Eligible Employee and who is or becomes eligible for benefits under one or more of the Benefit Programs.

“Eligible Employee” means an Employee or Former Employee who is or becomes eligible for benefits under one or more of the Benefit Programs.

“Employee” means any person employed by the MDC.

“Former Employee” means any person who was previously employed by the MDC.

“MDC” means The Metropolitan District.

“OPEB Trust” means the irrevocable grantor trust described in Section 4.2 hereof.

“Participant” means an Employee or Former Employee who is eligible for coverage under the Plan pursuant to the terms of Section 3.1 hereof.

“Plan” means The Metropolitan District Postemployment Welfare Benefits Plan set forth in this document, including any amendments hereto.

“Plan Year” means the calendar year.

“PPI Committee” means the Personnel, Pension and Insurance Committee of the District Board of the MDC.

The singular form of any word shall include the plural wherever necessary for the proper interpretation of this Plan.

ARTICLE III

Employees Entitled to Participate

Section 3.1 Eligibility to participate in Plan. Each Eligible Employee and Eligible Dependent shall become a Participant in the Plan on the first day on which he or she becomes eligible for coverage under any Benefit Program.

Notwithstanding anything else herein to the contrary, coverage under a particular Benefit Program shall be determined pursuant to, and shall be governed exclusively by, the eligibility provisions of the Benefit Program.

Section 3.2 Termination of participation. An Eligible Employee or Eligible Dependent will cease to be a Participant in this Plan on the earlier of:

- (a) the date on which the Plan terminates, or

(b) the date on which the Eligible Employee or Eligible Dependent ceases to be eligible for coverage under any Benefit Program.

Section 3.3 Resumption of participation. A former Participant who has become ineligible to participate in the Plan will again become a Participant on the first day on which he or she again becomes eligible for coverage under any Benefit Program.

A R T I C L E IV

Contributions and Funding

Section 4.1 Employee contributions. Participants shall contribute to the Plan such amounts (if any) as may be required under the terms of the Benefit Programs.

Section 4.2 OPEB Trust. The MDC may establish an irrevocable grantor trust to hold and invest contributions to be used for the purpose of funding the Benefit Programs.

Section 4.3 MDC contributions. The MDC shall contribute the difference between the cost of coverage for a Participant under the Benefit Programs, and the amount of contributions that the Participants make for such coverage under the terms of Section 4.1 and any of the funds of the OPEB Trust described in Section 4.2 that are used to provide such coverage. Any experience credits or refunds under any group insurance contract or contracts shall be applied in accordance with the terms of such contract or contract.

Section 4.4 Funding policy. Benefits provided under Life Insurance Program shall be funded with group insurance contracts. Benefits provided under the Medical Program and the Dental Program shall be funded with group insurance contracts, with funds from Participant contributions, the OPEB Trust and/or the general assets of the MDC, or by a combination of such methods.

A R T I C L E V

Benefits

Section 5.1 Benefits provided under Benefit Programs. Eligibility for coverage under a Benefit Program, and the terms and conditions of such coverage (including but not limited to the terms and conditions of the benefits provided under the Benefit Program) are determined pursuant to the provisions of the Benefit Program and shall be governed exclusively by the provisions of the Benefit Program.

Section 5.2 Nondiscrimination Requirements. Each Benefit Program shall satisfy all applicable nondiscrimination requirements, including but not limited to the nondiscrimination requirements set forth in Code Section 79 (relating to group term life insurance plans) and Code Section 105(h) (relating to self-insured medical reimbursement plans).

ARTICLE VI

HIPAA Privacy Rules

Section 6.1 HIPAA Policy. The MDC has adopted a comprehensive policy to maintain the confidentiality of protected health information, as required by the Health Insurance Portability and Accountability Act of 1996, as amended, and the regulations issued thereunder (“HIPAA”). The terms of the HIPAA policy of the MDC shall apply to the Benefit Programs, and are specifically incorporated herein by reference and made a part hereof.

ARTICLE VII

Claims Review Procedures

Section 7.1 Benefit claims procedure. All claims with respect to a Participant's benefits under any Benefit Program shall be made in accordance with the claims procedure set forth in the Benefit Program or established by the third party claims administrator (if any) retained by the Administrator with respect to that Benefit Program. In the event a Benefit Program does not contain a claims procedure (or contains a claims procedure that does not meet the requirements of law), or if any third party claims administrator retained by the Administrator does not establish a claims procedure (or has a claims procedure that does not meet the requirements of law), then the claims procedure set forth in Article VII (other than this Section 7.1) shall apply.

Section 7.2 Claims for benefits. Any claim for benefits under a Benefit Program shall be made in writing to the Administrator. The Administrator shall promptly process each claim for benefits received by it and shall notify the claimant in writing of the action taken regarding the claim for benefits within a reasonable period of time following its receipt, but not later than ninety (90) days. This period may be extended by the Administrator for up to ninety (90) days, *provided that* the notice of the extension of time is furnished to the claimant prior to the beginning of the extension period. In the event of a denial of benefits, the Administrator shall furnish the claimant with a written notification which shall include: (a) the reasons for the denial; (b) specific references to the provisions of the Benefit Program on which the denial is based; (c) a description of any additional material or information necessary for the claimant to perfect the claim for benefits, including an explanation of why such material or information is necessary; and (d) an explanation of the review procedure set forth in Section 7.3.

7.3 Appeal Procedure.

(a) A claimant who has received a written denial of a claim for benefits may appeal by filing with the Administrator a written request for review. Such request must be made within sixty (60) days following the receipt of the written denial. In connection with any request for review, the claimant may at any time review all documents, records, and other information relevant to the claim free of charge, and request a review that takes into account all comments, documents, records and

other information submitted (without regard to whether such information was submitted or considered in the initial benefit determination).

(b) The Administrator shall notify the claimant of its determination on review within sixty (60) days following receipt of the request for review. This period may be extended by the Administrator for up to sixty (60) days, *provided that* the Administrator determines that special circumstances (such as the need to hold a hearing) require an extension of time for processing the claim. Written notice of the extension shall be furnished to the claimant prior to the beginning of the extension period. The extension notice must indicate the special circumstances requiring the extension and the date as of which the Administrator expects to render a decision.

ARTICLE VIII

Administration of the Plan

Section 8.1 Administrator. The Administrator shall supervise and control the operation of the Plan and shall have all powers necessary to accomplish that purpose, including the power to make rules and regulations pertaining to the administration of the Plan. The Administrator's principal duty shall be to see that the Plan is operated and maintained in accordance with its terms for the exclusive benefit of the Participants. The Administrator shall have the power to administer the Plan, subject to any applicable requirements of law. The Administrator shall have complete discretionary authority in the following matters:

establishing rules and regulations which it determines to be necessary for the proper administration of the Plan and each Benefit Program;

interpreting the Plan and each Benefit Program;

resolving any and all questions, both legal and factual, with respect to the operation and administration of the Plan and each Benefit Program and the eligibility of any person to participate in the Plan or a Benefit Program;

delegating all or part of its duties and designating other persons to carry out any of its duties under the Plan or a Benefit Program, which designation or delegation must be in writing. The Administrator shall not be liable for any acts or omissions of the persons to whom such duties have been delegated, *provided that* the Administrator acted prudently and in the interests of the Participants in selecting and retaining such persons; and

performing any other acts which may be necessary or desirable for the administration of the Plan and each Benefit Program.

Section 8.2 Designation of Administrator. The PPI Committee shall serve as the Administrator of the Plan, unless the District Board of the MDC appoints another person or persons to serve as the Administrator of the Plan.

Section 8.3 Allocation of responsibilities. The members of the PPI Committee may allocate among themselves by written agreement the Administrator's responsibilities under the Plan or any Benefit Program. Except as provided by law, if responsibilities have been allocated among the persons serving on the PPI Committee, then only that person to whom a specific responsibility has been allocated shall be liable for his or her acts or omissions in carrying out such responsibility.

The PPI Committee, and any person serving on the PPI Committee to whom a specific responsibility has been allocated, may employ agents, delegates, attorneys (who may be counsel for the MDC), third party claims administrators and other persons to render advice with regard to any responsibility the PPI Committee or person has under the Plan or any Benefit Program, and may rely upon the written opinions or certificates of any such agent, counsel, third party claims administrator or other person.

Section 8.4 Action by majority. Any act which this Plan or a Benefit Program authorizes or requires the Administrator to do may be done by a majority of the members of the PPI Committee, and the action of such majority expressed from time to time by a vote at a meeting, or in writing without a meeting, shall constitute the action of the Administrator.

Section 8.5 Plan information. The Administrator shall make available to each Participant copies of the Plan and any other documents concerning the operation of the Plan that relate to such Participant for examination at reasonable times during normal business hours.

Section 8.6 Reliance on information. The Administrator may, to the extent permitted by law, rely conclusively on information which may be furnished by, or act in accordance with the instructions of, counsel or other experts consulted by the Administrator.

Section 8.7 Exercise of discretion. The Administrator shall have the discretionary authority to interpret the provisions of the Plan and to determine all questions relating to eligibility for benefits hereunder. The Administrator, in exercising its discretion, shall do so in a uniform and nondiscriminatory manner, treating all Participants in similar circumstances alike. Any interpretation or determination concerning the Plan or a Benefit Program which is adopted by the Administrator in good faith shall be binding on the MDC and on all Participants, unless the Administrator has acted in an arbitrary or capricious manner.

Section 8.8 Agent for service of process. The Administrator shall have the power to designate the agent for service of legal process for the Plan.

Section 8.9 Expenses of administration. The MDC shall pay all expenses of the Administrator, including fees paid to agents, counsel, accountants, consultants and other persons hired to assist the Administrator, except to the extent any such expenses properly may be paid out of the assets of a Benefit Program.

Section 8.10 Indemnification. To the extent permitted by law, the MDC shall indemnify and save harmless any employee serving as a member of the PPI Committee or acting as an agent or delegate of the PPI Committee from and against any and all claims, losses,

damages, expenses (including reasonable counsel fees) and liability (including reasonable amounts paid in settlement with the MDC's approval) to which the employee may be subjected by reason of any act done or omitted, except where such act or omission is finally adjudicated to be due to willful misconduct or gross negligence by the employee.

ARTICLE IX

Amendment or Termination

Section 9.1 Right to amend. Subject to any applicable collective bargaining agreements, the District Board of the MDC shall have the right to amend this Plan and any Benefit Program at any time and from time to time by resolution adopted by the PPI Committee. Any such amendment may be made retroactively effective.

Section 9.2 Plan termination. Subject to any applicable collective bargaining agreements, the District Board of the MDC may terminate the Plan or any Benefit Program at any time for any reason. Upon such termination, the benefits provided to Participants under the Plan or any terminated Benefit Program shall be discontinued.

ARTICLE X

Miscellaneous Provisions

Section 10.1 Decisions of Administrator. Participants agree to be bound by the decisions of the Administrator with respect to the operation and administration of the Plan and the Benefit Programs, and by the decisions of any third party claims administrator retained by the Administrator to which the authority to make such decisions has been delegated. Participants also agree to provide the Administrator with any information and to sign any documents that the Administrator deems appropriate for the purpose of administering the Plan and the Benefit Programs.

Section 10.2 Interpretation of the Plan. If any provision in this Plan or any Benefit Program may be susceptible to more than one interpretation, that provision shall always be interpreted in a manner that will be consistent with this Plan or the Benefit Program satisfying any applicable requirements of the Code or other governing laws or regulations.

Section 10.3 Reliance on representations. The MDC, the Administrator and any third party claims administrator retained by the Administrator shall be discharged from any liability in acting upon any representations by an Employee of any fact affecting his or her status under this Plan or any Benefit Program, or upon any notice, request, consent, letter, facsimile, e-mail, or other document believed by them, or any one of them, to be genuine and to have been signed or sent by the proper person.

Section 10.4 No contract of employment. The adoption and maintenance of this Plan and the Benefit Programs shall not be construed as creating any contract of employment between the MDC and any Employee. This Plan and the Benefit Programs shall not affect the right of the MDC to deal with its Employees in all respects, including their hiring, discharge, compensation and conditions of employment.

Section 10.5 Prohibition on alienation. The purpose of the Plan and each Benefit Program is to provide health, dental and group term life insurance benefits to, or for the benefit of, Participants. The

Plan and the Benefit Programs do not create a right or interest of any Participant which is transferable or assignable by the Participant or which is subject to alienation, anticipation or encumbrance by the Participant, and no right or interest under the Plan or any Benefit Program shall be subject to garnishment, attachment, execution or levy of any kind.

Section 10.6 Rights under Plan. No Participant shall be discharged, fired, suspended, expelled, disciplined or discriminated against for exercising any right under the Plan or for giving information or testimony in any inquiry or proceeding relating to the administration of the Plan.

Section 10.7 Plan for exclusive benefit of Employees and Former Employees. This Plan and each Benefit Program shall be operated for the exclusive benefit of Employees and Former Employees who are eligible to receive benefits under the Plan or the Benefit Program, and their spouses and other beneficiaries.

Section 10.8 Applicable law. This Plan and each Benefit Program shall be construed according to the laws of the State of Connecticut, without regard to its conflict of laws provisions, except as such laws are superseded by federal law.

Section 10.9 Entire document. This Plan and the Benefit Programs contain the entire document relating to the provision of health, dental and group term life insurance benefits to the eligible Employees and Former Employees of the MDC, and there are no other representations, warranties, conditions or agreements (either written or oral) relating thereto.

Section 10.10 Severability. If any term or provision of this Plan or the Benefit Programs is held or deemed to be invalid or unenforceable, in whole or in part for any reason, such term or provision shall be ineffective to the extent of such invalidity or unenforceability only, and the remaining terms and provisions of this Plan and the Benefit Programs shall continue in full force and effect.

Section 10.11 Headings not to control. Headings and titles within the Plan and each Benefit Program are for convenience only and are not to be read as part of the text of such Plan or Benefit Program.

Dated this _____ day of _____, 20 ____.

THE METROPOLITAN DISTRICT

By _____

Name:

Title:

Date:

EXHIBIT A**Benefit Programs****Retiree Medical Program**

Eligibility: All Eligible Employees who retire from the MDC and immediately commence to receive either a normal, early or postponed retirement benefit under the Retirement Plan for Employees of the Metropolitan District, and their Eligible Dependents

Provider: Anthem Blue Cross/Blue Shield Century Plan (Group No. 001642-010, 015 and 035), for retirees who retired prior to January 1, 2006 and their dependents who have not reached age 65

Anthem Blue Cross/Blue Shield Preferred Plan (Group No. _____), for retirees who retire on or after January 1, 2006 and their dependents who have not reached age 65

Anthem Blue Cross 65/Blue Shield 65 Plan (Group No. 001642-034), for retirees and dependents who have reached age 65

MDC, for retirees and spouses who have reached age 65 and who receive reimbursement from the MDC for their Medicare premiums

Retiree Dental Program

Eligibility: All Eligible Employees who retire from the MDC and immediately commence to receive either a normal, early or postponed retirement benefit under the Retirement Plan for Employees of the Metropolitan District, and their Eligible Dependents

Provider: Anthem Blue Cross/Blue Shield Dental Plan (Group No. 001642-008, 010, 011, 015 and 035)

Retiree Group Term Life Insurance Program

Eligibility: All employees who retire from the MDC and immediately commence to receive either a normal, early or postponed retirement benefit under the Retirement Plan for Employees of the Metropolitan District

Provider: Aetna Life Insurance Company (Group No. _____)

REENGINEERING UPDATE-Report 5.

Mr. Sheehan said that he was pleased to inform the Committee that the District has brought on George Scurlock who is a highly experienced human resources professional and leadership development consultant. He said that George would be serving as our Durational Director of Reengineering. Mr. Sheehan said that George has been working closely with Tish to work on an expedited draft of the Classification/Compensation Study RFQ that is before the Committee this evening.

Committee members were requested to provide input or feedback on draft by Monday, April 26, 2010 to the attention of George Scurlock. Staff will compile and distribute the Committee comments, along with comments from union representatives for discussion at the next meeting scheduled in May.

REQUEST FOR QUALIFICATIONS

FOR

CLASSIFICATION AND COMPENSATION STUDY

RFQ 101

**DUE: NO LATER THAN
XXXXXXXX
4:00 P.M., LOCAL TIME**

**AT THE OFFICE OF THE DISTRICT CLERK/ADMINISTRATIVE OFFICER
FIRST FLOOR
THE METROPOLITAN DISTRICT
HARTFORD, CONNECTICUT**

**STREET ADDRESS: 555 MAIN STREET, HARTFORD, CT 06103-2987
MAIL ADDRESS: P.O. BOX 800, HARTFORD, CT 06142-0800
TELEPHONE: (860) 278-7850, FACSIMILE: (860) 525-5013**



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Attachment II: Certificate of Insurance

PART I INTRODUCTION

1.1 INTENT

The Metropolitan District (District) is inviting interested firms to submit a formal response to this Request for Qualifications to provide consultant services to conduct a comprehensive Classification and Compensation Study.

Firms interested in providing such professional services are requested to submit a Statement of Qualifications. Those firms responding to this Request for Qualifications (RFQ) that are deemed most qualified will comprise a short list of firms that will be invited to respond to a subsequent Request for Proposals (RFP).

1.1.1 Project Objectives

The objectives of this classification and compensation study include the following:

- To develop job descriptions that: clearly define the essential duties and responsibilities of each position and are compliant with EEO and ADA; define the basic competencies, knowledge, skills, abilities, education, and experience levels required to perform each job; describe the content and requirements of each job clearly and concisely so that they are understandable to job applicants, incumbents, union leadership and management; ensure that the desirable experience and education qualifications are appropriate and defensible while serving to select qualified candidates; and serve as a basis for the development of a skill/competency inventory for staff training and development.
- To evaluate and rank each classification and to establish the relative worth of the classifications, one to another, in the classification series.
- To develop, where applicable, job series that recognize progressively increasing responsibility in work assignments and succession planning opportunities.
- To analyze and compare MDC's salaries to those of other comparable employers.
- To develop a compensation plan(s) with recommended salary ranges that are internally equitable and externally competitive, are clear to the employer and employee, and include recommended salary ranges and assignments of classifications to recommended salary grades.

The MDC currently has over 320 established classifications for approximately 650 employees. A comprehensive adjustment to the classification and

compensation system has not been implemented since 1988. Copies of current job descriptions are available on the MDC Human Resources Web Site.

Job Descriptions for Excluded and Exempt Employees were developed and approved in 2005. ADA criteria has been incorporated into all District Job Descriptions.

MDC employees are organized into three (3) collective bargaining units and Excluded and Exempt (E&E) employees, which include management and a non-represented group. Any changes in job class and/or salary for represented employees must be negotiated with their authorized representatives. Copies of current collective bargaining unit contracts and pay schedules for E&E employees will be provided to the consultant ultimately awarded a contract as a result of this RFP. The study will include four primary employee groups:

1. Excluded and Exempt Employees, which include managerial and unaffiliated staff. Presently there are approximately one hundred and ten (110) employees in this group.
2. Local 1026, AFSCME Council 4, A.F.L.-C.I.O., which represents supervisory employees. Presently there are approximately sixty (60) in this group.
3. Local 3713, AFSCME Council 4, A.F.L.-C.I.O., which represents non-supervisory and professional employees. Presently there are approximately One hundred fifty (150) in this group.
4. Local 184, AFSCME Council 4, A.F.L.-C.I.O., which represents employees working in operating classifications. Presently there are approximately three hundred thirty (330) employees in this group.

Present job descriptions, classifications and collective bargaining agreements are available on the District's Human Resources Web Site.

1.2 ABOUT THE DISTRICT

The Metropolitan District is a municipal corporation chartered by the State of Connecticut in 1929 and includes the municipalities of Bloomfield, East Hartford, Hartford, Newington, Rocky Hill, West Hartford, Wethersfield and Windsor. The District provides water and sewer services to approximately 400,000 people.

The District is governed by a board of twenty-nine commissioners. Seventeen are appointed by the legislative bodies of the eight member municipalities, eight by the Governor of the State of Connecticut, and four by the leadership of the Connecticut General Assembly.

The District is managed by a Chief Executive Officer (CEO) supported by a senior executive leadership team and employs approximately 650 full-time personnel. The District recently completed a major comprehensive

organizational re-engineering process. As a result of this process there are organizational changes proposed for implementation.

Under the present structure there are four functional divisions.

These include: Administration, Operations, Finance and Program Management Unit (PMU).

The proposed organizational structure has two primary functional divisions: Business Services and Operations and Engineering.

The funding of sewer services is through taxation on member municipalities and a sewer user charge for tax exempt and high flow users. The funding of water services and related operations is principally through a direct use charge to customers.

Major capital improvements in excess of \$5 million for a single project must be approved by the electorate of the member municipalities and are financed through bonding. The 2010 operating combined budgets for all District operations total approximately \$114 million.

The water distribution system consists of upland impoundments in the Farmington River watershed, two filtration plants and approximately 1500 miles of distribution mains. Flows in the system are by gravity except for some pumping of treated water to higher elevations. Average treated water use is about 58.94 million gallons per day and all services are metered.

The sewage collection system consists of almost 1200 miles of sanitary sewers serving the member municipalities. Four water pollution control plants treat an average of about 65 million gallons per day.

The District is under contract with the Connecticut Resources Recovery Authority for the operation of a major portion of the Mid-Connecticut Project including a 2800-ton per day waste processing facility for municipal solid waste and related waste transfer subsystem. The Mid-Connecticut Project serves over 70 municipalities. THE 2010 budget includes a staff of 85 FTE's and an operating budget of \$20.6 million.

The District is involved in the implementation of a Clean Water Project, which includes the reduction of Combined Sewer Overflows and the elimination of Sanitary Sewer Overflows in accordance with Federal and State Consent Orders/Agreements and the Long Term Control Plan Projects. In addition, the District has undertaken a comprehensive program of asset management which involves a systemic replacement of water and sewer infrastructure in a proactive process. Capital improvement programs also include improvements and modernization of water pollution control facilities.

The District utilizes SAP (an integrated ERP system) and other network, web and wireless technology. Technological change drives process and operational change and has changed the required K,S,A's of our workforce.

The District is also under contract with Riverfront Recapture, Inc. to provide maintenance services at the waterfront parks in member municipalities.

The District operates hydroelectric facilities at the Goodwin and Colebrook River Dams on the West Branch of the Farmington River.

The District manages an award winning Geographic Information System (GIS) that supports its many activities. The database contains detailed utility and land base information for each of the member municipalities as well as natural resource information for watershed land. The system is capable of producing utility and street index maps as well as special purpose maps in-house. It is also linked to the District's business application software, allowing users to query data and locate specific utility equipment. GIS also provides mapping services to member towns.

1.3 SCOPE OF SERVICES

Prior to the review of job descriptions and interviewing employees, the Consultant shall develop a Communication Plan and related materials to meet with employees and bargaining unit groups to explain the planned study and describe the process and potential outcomes.

It is the desire of the District as practical, to have all employees interviewed either individually or in groups.

The Consultant shall prepare and distribute position content/evaluation questionnaires to all MDC employees. Employees shall have the option to complete the questionnaire. The questionnaire shall be reviewed by the employee's supervisor and manager. Supervisors and managers shall have the opportunity to provide additional input. The Consultant shall collect, review and analyze all questionnaires.

The Consultant shall then audit/interview all incumbent employees individually or in groups in each currently assigned position classification to ensure accurate and complete information. The first draft of job descriptions will be reviewed by Human Resources and managers for input as appropriate. Human Resources and manager input shall be reflected in the second draft of the job description(s). The District may wish to incorporate a review process for incumbents and/or the union(s) which may necessitate a third position description draft.

The scheduling of interviews shall be the responsibility of the consultant with information provided by the District.

The Consultant shall develop new job descriptions and specifications as necessary to ensure that they are current, describe use of current or emerging technologies, meet legal qualifications, and are consistent with EEO, FLSA and ADA considerations. The format of the job description shall be approved by the District.

The Consultant shall update and/or create new job descriptions for current job duties and specially required and desirable licenses, certificates, etc.

The consultant shall update and/or create new job descriptions that utilize career ladders where appropriate supported by the job evaluation system.

The Consultant shall ensure that physical requirements are appropriately listed and that special environmental factors are included.

The Consultant shall verify that the qualifications including competencies, knowledge, skills and abilities accurately reflect those necessary for satisfactory performance of the work described in the job description.

The Consultant shall analyze and ensure that the desirable experience and education qualifications are appropriate and defensible while serving to select qualified candidates.

Consultant shall allocate positions to appropriate classifications based on duties, responsibilities, and minimum requirements for internal equity and market data for external equity.

At the conclusion of the study, the Consultant shall first present its findings to the Director of Human Resources and the Project Manager. The Consultant may be requested to meet with bargaining unit representatives to explain the study results. The Consultant shall meet with the CEO, District Board, and PPI if requested.

The Consultant shall determine, with the approval of the Director of Human Resources, benchmark employers, salary comps and classifications to be used for market survey and analysis.

The Consultant shall develop appropriate internal relationships to benchmark classifications.

The consultant shall utilize evaluation tool(s) including a factor point job evaluation system that will be used to evaluate MDC classifications in the future by District Human Resources staff. The consultant will provide training to Human Resources staff in the application of these evaluation tools and software if applicable.

The Consultant shall conduct a compensation analysis, analyzing information and develop recommendations for appropriate salary structure(s) and allocation of classifications to pay ranges.

The consultant shall provide training and technical assistance to Human Resources staff in the utilization of the job evaluation system.

1.4. Project Deliverables

Project Deliverables shall include the defined Project Objectives as defined in Section 1.1. and a Final Report that addresses the following:

1. Recommended job descriptions, prepared in a format approved by the District, that identify career ladders, facilitate assignment of duties and responsibilities, assist in the improvement of work processes and methods, provide training and development direction, and serve as the basic outline in the evaluation of employee work performance.
2. Recommended job descriptions that clearly define the essential duties and responsibilities of each position and are compliant with EEO and ADA; that define the basics knowledge, skills, abilities, competencies, education, and experience levels required to perform each job; that describe the content and requirements of each job clearly and concisely so that they are understandable to job applicants, incumbents, union leadership and management and ensure that the desirable experience and education qualifications are appropriate and defensible while serving to select qualified candidates.
3. Recommended job descriptions that describe use of current or emerging technologies, and identify specially required and desirable licenses, certificates, etc.
4. Recommended placement of the job classes in a proper hierarchical relationship.
5. Recommended compensation plan(s) that is clear to the employer and employee; provides internal equity and competitiveness; and includes recommended salary ranges and assignments of classifications to recommended salary grades.
6. Evaluation tools including a factor point job evaluation system and software that may be used to evaluate MDC classifications in the future and training to Human Resources staff in the application of this system.
7. If requested, the Consultant shall make presentations to the District Board and/or its subcommittees as requested, and may be required to provide expert testimony regarding the development and implementation of the proposed classification and compensation recommendations.

Project Deliverables shall include a Final Report that addresses the following:

8. Recommended job descriptions that facilitate assignment of duties and responsibilities, assist in the improvement of work processes and methods, provide training and development direction, and serve as the basic outline in the evaluation of employee work performance.
9. Recommended job descriptions that clearly define the essential duties and responsibilities of each position and are compliant with EEO and ADA; that define the basics knowledge, skills, abilities, competencies, education, and experience levels required to perform each job; that describe the content and requirements of each job clearly and concisely so that they are understandable to job applicants, incumbents, union leadership and management and ensure that the desirable experience and education qualifications are appropriate and defensible while serving to select qualified candidates.
10. Recommended placement of the job classes in a proper hierarchical relationship.
11. Recommended compensation plan(s) that is clear to the employer and employee; provides internal equity and competitiveness; and includes recommended salary ranges and assignments of classifications to recommended salary grades.
12. Evaluation tools including a factor point job evaluation system and appropriate software that may be used to evaluate MDC classifications in the future and training to Human Resources staff in the application of this system.
13. If requested, the Consultant shall provide expert testimony regarding the development and implementation of the proposed classification and compensation recommendations.

1.5 MBE/WBE REQUIREMENTS

The District is committed to enabling the development and growth of Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE).

1.6 JOINT VENTURE AND SUBCONSULTANTS

Consultants proposing service through sub-consultants and joint ventures will be considered, provided one will be identified as the prime consultant. The terms "Firm" and "Consultant" as used herein should be construed to encompass such arrangements. Sub-consultants shall be identified in the RFQ and RFP.

PART II
STATEMENT OF QUALIFICATIONS

2.1 COMPANY INFORMATION

Responding firms shall provide the following information for the firm and any proposed cooperating company, sub-consultants or sub-contractors:

- a. Name of firm and parent company, if any;
- b. Nature of firm's principal business;
- c. Address of firm's principal office and of the office from which the project would be managed.
- d. History of the firm including the date firm was established, include former firm names, if any, and landmark dates in the growth of the firm.
- e. Size of the firm and size of the project office.
- f. Name, address and telephone number of person to receive notification and to reply to District inquiries.

2.2 COMPANY EXPERIENCE

To be considered, submitting firms must be experienced in conducting projects Classification and Compensation Studies with project objectives, scope and deliverables similar to those defined in this RFQ.

Experience in the water and wastewater industry (municipal and/or private sector) will also be an emphasis of the selection committee in evaluating RFQ responses.

2.3 PAST PERFORMANCE – Similar Projects

A responding firm shall list those projects on which it currently or has been engaged within the last five (5) years, that demonstrate the above areas of expertise. Each project reference cited shall include:

1. Organization Name (Owner).
2. Location of project site.

3. Project contact(s) during conduct of the work and/or current manager of system(s) with recently verified phone number.
4. General size, scope and methodology of project.
5. Project duration, including commencement and completion dates.
6. Compensation for project performance (dollar amount).
7. Submitted examples of finished projects including samples of evaluation questionnaires, a representation of a final job description/specification that are ADA compliant.

Such information (Excluding #7) shall be presented in tabular form.

Firms may also list additional experience that they deem applicable and relevant to the scope of this implementation.

2.4 STAFF QUALIFICATIONS

A responding firm shall provide a list of all administrative and technical personnel who it intends will be involved with this project, including an experienced project manager who will be assigned to be the principal in charge of this project. Information shall be presented in resume form and must include:

- a. Name, current job title, responsibilities and type of work performed for firm.
- b. Educational background, academic degrees, certifications and professional affiliations.
- c. Experience on projects similar to that in this RFQ. Include any experience that precedes personnel's current association with your firm if applicable to this project.
- d. Publication relative to areas of expertise outlined under Section 3.2.

Similar information shall be submitted for any cooperating firm, sub-consultant or sub-contractor.

2.5 COMPANY RESPONSIVENESS

Firms must have adequate technical staff capable of performing the services to be provided under this project.

Responding firms shall state their capacity to apply and commit staff and material resources to complete all investigation, sampling, testing and analysis services necessary to achieve the objectives of this project. Firms shall consider their current and projected workload when making this determination.

2.6 FINANCIAL INFORMATION

Responding firms shall provide evidence of financial conditions of the company adequate to demonstrate financial stability. Firms must include a list of all bankruptcy filings within the last ten (10) years and a list of all pending litigation, if any. Firms shall also state if they are currently restricted from doing business with any government agencies. The District will evaluate any affirmative statements of restrictions with respect to this engagement.

Any affirmative statements of bankruptcy, litigation or restrictions shall include a description of circumstances and ultimate resolution of the matter, including current financial situation and evidence of financial ability to successfully complete the project, if selected.

Failure to successfully demonstrate financial stability will result in the firm being deemed non-responsive and ineligible to be invited to submit a proposal.

The District will treat any financial information submitted as confidential, provided each page of any such financial information is clearly stamped "Confidential".

2.7 AFFIRMATIVE ACTION

Responding firms shall provide a statement of the firm's affirmative action policy. The District's "Fair Employment Practices Qualification Form for Vendors and Bidder," attached to this RFQ, shall be completely filled out, both sides, and included with the Statement of Qualifications submittal.

Failure to demonstrate compliance with District affirmative action standards will result in the firm being deemed non-responsive and ineligible to be invited to submit a proposal.

Consistent with The District's commitment as described in section 1.5 – MBE/WBE Requirements - responding firms shall also include a narrative statement in their RFQ submission indicating the firm's experience in sub-contracting or working in partnership with Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE), noting in particular experience in work similar to the deliverables of this RFQ.

2.8 INSURANCE AND INDEMNIFICATION

A. Insurance

During the term of a future contract, the Consultant shall maintain a professional liability insurance policy in a form acceptable to the District in an amount that will allow it to insure against damages and costs resulting from negligent acts, errors, and omissions in the work performed by it on and after the effective date of, and under the terms of, the contract. The Consultant may, at its election, obtain a policy containing a deductible clause, but if so, it shall be liable, as stated above herein, to the extent of the deductible amount.

Simultaneously with delivery of an executed contract to the District, the Consultant shall furnish to the District a certificate of insurance (Attachment 2 to this RFQ) for the above referenced policy. Failure to do so shall entitle the District to terminate the Agreement. Such certificate must contain information regarding the policy in force, policy number, limits, and policy period. It also must provide that 30 days prior written notice of any material policy change, non-renewal, or cancellation shall be given to the District, by certified mail, except in the event of non-payment of premium, in which case notice will be 10 days. If the insurance policy is cancelled for non-payment of the premium, the District shall have the right to pay any such premium and deduct the amount thereof from amounts due to the Consultant under the Agreement.

B. Indemnification

The Consultant shall at all times indemnify, defend and save harmless the District, any municipality included therein, the State of Connecticut, and their respective officers, agents, servants and employees on account of any and all claims, damages, losses, litigation, expenses, counsel fees and compensation arising out of injury (including death) sustained by or alleged to have been sustained by the servants, employees, or agents of the District, or of any municipality included therein, or the State of Connecticut, or of the Consultant, or anyone directly or indirectly employed by them, from injuries (including death) sustained by or alleged to have been sustained by the public, or by any other person or property, real or personal (including property of the District) to the extent caused by the negligent, willful or wanton acts or omissions of the Consultant, or anyone directly or indirectly employed by them or any of them.

2.9 SUBMITTAL OF STATEMENT OF QUALIFICATIONS

Responding firms shall submit six (6) copies of their Statement of Qualifications, specifically addressing the criteria outlined within each Section of Part III hereof. Information should be organized and labeled in a manner that correlates with each Section heading. All requested information must be included in the Statement of Qualifications. Statements of Qualifications must be clear, concise and specific. To facilitate effective evaluation by District staff, Statements of Qualifications shall be

limited to a total of 40 single-sided pages; financial information, affirmative action documents, and front and back covers will not be counted toward the total. Statements of Qualifications that exceed this length will be considered non-responsive, will not be evaluated and will be rejected. Information submitted under separate cover will not be considered.

All Statements of Qualifications must be signed by the firm's duly authorized principal.

Statement of Qualifications shall be submitted in sealed envelopes, with RFQ number, due date and time, and the title of the RFQ, "Classification and Compensation Study," clearly labeled.

To be considered, the complete submittal must be received by the CLERK OF THE METROPOLITAN DISTRICT at its main office, located at 555 Main Street 1st Floor), Hartford, Connecticut, by the time and date indicated on the front cover of this RFQ.

Submittals will not be accepted after the due date and time. Submittals received by the District Clerk after the stated deadline will be deemed non-responsive and ineligible for evaluation. Faxed copies are not acceptable and will be rejected by the District.

All Statements of Qualifications shall become District property upon submittal to the District.

The contents of the RFQ document submitted by the selected firm will become a part of any final Agreement.

2.10 QUESTIONS

Questions concerning this Request for Qualifications should be submitted in writing to Patricia Speicher Werbner, Director of Human Resources, Metropolitan District, PO Box 800, Hartford, CT 06142-0800. Questions must be received at least ten (10) calendar days before the Statement of Qualifications due date. Written responses will be forwarded to each Consultant.

PART III
EVALUATION AND SELECTION

3.1 EVALUATION CRITERIA

A selection panel comprising District staff will review all responses that meet the submittal requirements. The panel will review and evaluate each response on the following principal criteria:

- a. Experience and expertise in Classification and Compensation projects similar to the services detailed in the Project Objectives, Scope of Services and Deliverables.
- b. Past performance on similar projects (public and private entities).
- c. Qualifications of personnel and proposed subcontractors and sub-consultants.
- d. Financial capabilities and status.
- e. Quality of submitted examples of finished projects.
- f. Review of work products including final reports, job descriptions, market analysis and factor point evaluation system(s).

The evaluation may also consist of, but not be limited to, the verification of references, visitation to offices and facilities of responding firms, and confirmation of materials furnished in the Statement of Qualifications.

3.2 SHORT-LIST SELECTION

Upon completion of review and evaluation, the selection panel will develop a list (the Short-List) of those five or fewer firms whose qualifications have been deemed to best meet the District's needs and expectations with respect to the evaluation criteria.

Upon compilation of the Short List, all firms submitting Statements of Qualifications will be notified of the results thereof.

3.3 SPECIAL CONSIDERATIONS

The District reserves the right to reject any one or more submittals solely at its own discretion, as it may deem to be in the best interest of the District. In addition, the District reserves the right to request additional information from any and all Consultants, to waive any informalities, irregularities or omissions in any response and, prior to the response deadline, to change any portions or requirements of this RFQ, provided notice

of the same shall be given to all persons or entities receiving this RFQ. All submittals shall be complete in all material respects and failure to provide a complete submittal may result in rejection of the response.

3.4 FUTURE REQUEST FOR PROPOSALS

Those firms selected to comprise the Short List will be requested to submit proposals addressing the work to be undertaken and will be furnished with a Request for Proposals (RFP) containing terms and conditions with which the proposals must comply. Proposals shall be submitted in two (2) parts, each contained in a separate sealed envelope. One envelope shall contain all information pertinent to the RFP response (proposal envelope); the other envelope shall contain only the fee or price proposal of the respondent (fee envelope). **NO FEE PROPOSALS SHALL BE SUBMITTED NOR WILL THEY BE ACCEPTED IN THE RFQ PROCESS.**

3.5 EVALUATION OF FUTURE REQUEST FOR PROPOSALS

Proposal envelopes will be opened at a specified date and time. Fee envelopes will not be opened at that time.

All responses to the RFP that meet the submission requirements of such RFP will be reviewed by the District's selection panel. The selection panel will review and evaluate the Proposals and interview prospective Consultants. A list of finalists, which may or may not include all firms on the Short List, will be prepared. The Short List will comprise those firms whose Proposals are determined to best meet the District's expectations.

3.6 FINAL SELECTION

Upon selection of the finalists, only the fee envelopes submitted by the finalists will be opened by the District Clerk or his designee. It is the District's intent to enter into a Contract with the finalist having the lowest fee proposal; provided, however, if the District Chief Executive Officer determines that the proposal of a finalist not having the lowest fee proposal offers a specific benefit to the District, the Contract may be awarded to such finalist notwithstanding the fact that its fee proposal is not lowest. The fee envelopes of entities that were not included on the list of finalists will be returned unopened.

3.7 FUTURE CONTRACT

The selected firm and the District shall enter into a Contract Agreement to provide all services embodying the substance of the Request for Proposal.

Attachment I: Fair Employment Practices Form for Vendors
Attachment II: Certificate of Insurance

Mr. Sheehan said that distributed to the Committee was the Re-Engineering Implementation Plan. He said that this is a snapshot on how we intend to seek PPI Committee and District Board approval for implementation of reengineering and how some of the various studies that complement reengineering will be implemented in a concurrent time frame.



Re-Engineering Implementation Plan

Implementation Task	Resp.	Time
1. Hire Durational Project Engineer.	CEO	Completed
2. Prepare RFQ for Classification and Compensation Study.	CEO/Board	Draft Completed
3. Develop RFP for Classification and Compensation Study. Award Contract. Begin Study.	CEO/Board	May through September 2010
4. Gain agreement of Board on Organization Design.	CEO/Board	June/July, 2010
5. Develop staffing models and Job Descriptions for all positions. Appoint and /or recruit as warranted.	CEO	May through September 2010
6. Establish Time Line for Classification and Compensation Deliverables.	CEO/PPI/Board	TBD
7. Re-establish Re-Engineering Teams for Initiative Follow Up.	CEO	On-Going

Commissioner Verrengia said that he has a concern regarding where the Procurement function will come under and believes the proper place is under Finance. He said that he would like an opinion from a professional consultant who is involved in the audit process such as BlumShapiro.

Mr. Sheehan said that there are two models and two schools of thought regarding Procurement. He said that we are adopting a very detailed procurement regulation and there are more controls in the FARS than in any other procurement standard. He said FARS is designed for procurement integrity and to detect fraud in every possible way although, no code is perfect. He said in the model where Procurement is under Finance, it places all the controls under Finance as opposed to a model where Finance and Procurement are separated, the two authorities can be

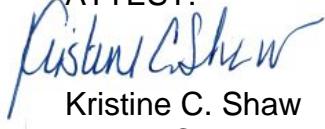
reconciled against each other, in turn, creating a checks and balance. He said that we owe it to the Committee to explain why this came out the way it did and it is a policy decision that will be left up to the Board.

Commissioner Verrengia said that in whatever model we choose he would like to be sure that our Auditors are comfortable with the change and there is no negative impact on our bonding.

ADJOURNMENT

The meeting was adjourned at 5:59 p.m.

ATTEST:



Kristine C. Shaw
District Clerk

May 11, 2010

Date Approved

**Special Meeting
of
PERSONNEL, PENSION AND INSURANCE COMMITTEE
The Metropolitan District
555 Main Street, Hartford
Tuesday, May 11, 2010**

Present: Commissioners Timothy Curtis, John M. Grottole, Trude H. Mero, J. Lawrence Price, Albert F. Reichin, Pasquale J. Salemi, Raymond Sweezy, Alvin E. Taylor and Joseph Verrengia (9)

Absent: Commissioners Daniel Camilliere, Maureen Magnan and Joseph Klett (3)

Also

Present: Charles P. Sheehan, Chief Executive Officer
Robert E. Moore, Chief Administrative Officer
John M. Zinarella, Chief Financial Officer
R. Bartley Halloran, District Counsel
Christopher R. Stone, Assistant District Counsel
David Ryan, District Labor Counsel
Patricia Speicher Werbner, Director of Human Resources
Kristine C. Shaw, District Clerk
George Scurlock, Director of Reengineering
Stan Pokora, Manager of Treasury
Gil Bironi, President, Local 184
Robert Facey Jr., President, Local 3713
Thomas Raffa Sr., President, Local 1026
Kerry E. Martin, Assistant to the Chief Executive Officer
Cynthia A. Nadolny, Executive Assistant
Timothy Dupuis, Camp Dresser & McKee
John J. Jacobson, Attorney, Reid and Riege, P.C.
John V. Galiette, Reid and Riege, P.C.
Rebecca A. Sielman, Milliman, Inc.
Richard H. Goldstein, Attorney, Pepe & Hazard LLP

CALL TO ORDER

Chairman Taylor called the meeting to order at 6:16 p.m.

PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS

No one from the public appeared to be heard.

APPROVAL OF MINUTES

*On motion made by Commissioner Curtis and duly seconded,
the meeting minutes of April 12, 2010 were approved.*

**ADOPTION OF RESOLUTIONS-RE: OTHER POSTEMPLOYMENT BENEFITS
(OPEB) PLAN & OPEB TRUST-Report 4.**

**Amendment and Restatement of OPEB Plan,
Delegation to Director of Human Resources of the
Authority to Administer OPEB Plan,
Appointment of USI as Investment Advisor for OPEB Trust, and
Delegation to Chief Financial Officer of the Authority to Direct
Trustee Regarding Disbursements from OPEB Trust**

WHEREAS, The Metropolitan District (the "MDC") maintains a plan to provide postemployment welfare benefits (including retiree medical, dental and life insurance benefits) to the current and former eligible employees of the MDC (hereinafter called the "OPEB Plan"); and

WHEREAS, the MDC has adopted The Metropolitan District Postemployment Benefits Trust (hereinafter called the "OPEB Trust") to hold certain assets of the OPEB Plan; and

WHEREAS, the MDC has appointed the Personnel, Pension and Insurance Committee of the MDC (hereinafter called the "PPI Committee") as the administrator of the OPEB Plan, and has delegated to the PPI Committee the authority to amend the OPEB Plan; and

WHEREAS, it is desirable that the PPI Committee amend and restate the OPEB Plan.

NOW, THEREFORE, BE IT

RESOLVED: That the amendment and restatement of the OPEB Plan, in substantially the form presented to this meeting, be and hereby is approved and adopted, together with any modifications that are determined by counsel for the MDC to be necessary or desirable to effectuate the intention of the OPEB 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 MDC 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 MDC, to execute the amendment and restatement of the OPEB Plan and to take any and all other

actions which may be necessary or desirable to effectuate the intention of the foregoing resolution; and

WHEREAS, it is desirable that the PPI Committee delegate to the Director of Human Resources of the MDC the responsibility to perform the administrative functions of the OPEB Plan.

NOW, THEREFORE, BE IT

RESOLVED: That the Director of Human Resources of the MDC be, and hereby is, authorized and empowered for and on behalf of the PPI Committee (as the administrator of the OPEB Plan) to perform the administrative functions of the OPEB Plan, including but not limited to determining the right to receive benefits under the OPEB Plan, directing the payment of benefits to eligible participants in the OPEB Plan, and performing such other plan administrative functions as are specified in the OPEB Plan; and

WHEREAS, the PPI Committee (as the administrator of the OPEB Plan) has the responsibility to establish the investment policy for the OPEB Trust and to communicate such investment policy to the Trustee; and

WHEREAS, it is desirable that the PPI Committee appoint USI Consulting Group as its investment advisor with respect to the OPEB Trust, to recommend an investment policy for the OPEB Trust, and to perform such other investment advisory functions as the PPI Committee may request.

NOW, THEREFORE, BE IT

RESOLVED: That USI Consulting Group be, and hereby is, appointed as the investment advisor for the OPEB Trust, to recommend to the PPI Committee an investment policy for the OPEB Trust, to recommend to the PPI Committee certain investment managers and/or investment vehicles for the investment of the assets of the OPEB Trust, and to perform such other investment advisory functions as the PPI Committee may request from time to time;

and

WHEREAS, it is desirable that the PPI Committee delegate to the Chief Financial Officer of the MDC the authority to direct the trustees of the OPEB Trust with respect to the disbursement of funds from the OPEB Trust.

NOW, THEREFORE, BE IT

RESOLVED: That the Chief Financial Officer of the MDC be, and hereby is, authorized and empowered for and on behalf of the PPI Committee (as the administrator of the OPEB Plan) to direct the trustees of the OPEB Trust with

respect to the disbursement of funds from the OPEB Trust in order to provide the benefits and expenses payable under the OPEB Plan and to otherwise provide for the operation and administration of the OPEB Plan; *provided, however,* that the Chief Financial Officer shall provide to the PPI Committee, no later than thirty (30) days after the end of each calendar quarter, a report of all contributions to, and disbursements from, the OPEB Trust that occurred during the calendar quarter.

Respectfully submitted,

Charles P. Sheehan
Chief Executive Officer

**RESOLUTIONS ADOPTED
BY THE INDIVIDUAL MEMBERS OF THE PPI COMMITTEE
OF THE DISTRICT BOARD OF
THE METROPOLITAN DISTRICT
(As Trustee of OPEB Trust)**

**(Delegation to Chief Financial Officer the Authority to
Make Disbursements from OPEB Trust)**

WHEREAS, The Metropolitan District (the "MDC") maintains a plan to provide postemployment welfare benefits (including retiree medical, dental and life insurance benefits) to the current and former eligible employees of the MDC (hereinafter called the "OPEB Plan"); and

WHEREAS, the MDC has adopted The Metropolitan District Postemployment Benefits Trust (hereinafter called the "OPEB Trust") to hold certain assets of the OPEB Plan; and

WHEREAS, the MDC has appointed the individual members of the Personnel, Pension and Insurance Committee of the MDC (hereinafter called the "PPI Committee") to serve as the trustee of the OPEB Trust (hereinafter called the "Trustee"); and

WHEREAS, it is desirable that the Trustee delegate to the Chief Financial Officer of the MDC the authority to make disbursements from the OPEB Trust.

NOW, THEREFORE, BE IT

RESOLVED: That the Chief Financial Officer of the MDC be, and hereby is, authorized and empowered for and on behalf of the individual members of the PPI Committee (as the Trustee of the OPEB Trust) to make transfers or disbursements from the OPEB Trust, at the direction of the Plan Administrator or its delegate, in any manner that the Chief Financial Officer may deem advisable

in order to provide for the administration of the OPEB Trust, and the signature of the Chief Financial Officer may be accepted and relied upon by all persons dealing with the Trustee.

Respectfully submitted,

Charles P. Sheehan
Chief Executive Officer

On motion made by Commissioner Reichin and duly seconded, the report was received and all foregoing resolutions were adopted by unanimous vote of those present.

**THE METROPOLITAN DISTRICT
POSTEMPLOYMENT WELFARE BENEFITS PLAN**

As amended and restated
effective as of _____, 2010

**THE METROPOLITAN DISTRICT
POSTEMPLOYMENT WELFARE BENEFITS PLAN**

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ARTICLE II	Definitions
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ARTICLE IX	Amendment or Termination
ARTICLE X	Miscellaneous Provisions
EXHIBIT A	Benefit Programs

**THE METROPOLITAN DISTRICT
POSTEMPLOYMENT WELFARE BENEFITS PLAN**

Pursuant to a resolution of the Personnel, Pension and Insurance Committee of its District Board, THE METROPOLITAN DISTRICT, a governmental entity organized under the laws of the State of Connecticut (hereinafter called the "MDC"), has amended and restated The Metropolitan District Postemployment Welfare Benefits Plan for the benefit of the employees and former employees of the MDC.

ARTICLE I

Name, Effective Date and Purpose

Section 1.1 Name of Plan. This Plan shall be known as "The Metropolitan District Postemployment Welfare Benefit Plan."

Section 1.2 Effective Date. This amendment and restatement of the Plan shall be effective as of _____, 2010.

Section 1.3 Purpose. The purpose of the Plan is to provide postemployment medical, dental and life insurance benefits to the eligible employees and former employees of the MDC.

ARTICLE II

Definitions

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

"Administrator" means the PPI Committee, or any other person or persons appointed by the District Board of the MDC.

"Benefit Programs" means all of the postemployment welfare benefit plans or programs set forth in Exhibit A attached hereto. Exhibit A will be amended from time to time to reflect changes in the welfare benefit plans or programs that comprise the Benefit Programs. The terms of each such welfare benefit plan or program (as set forth in the welfare benefit plan or program documents and in any summary plan description relating to each such welfare benefit plan or program), the group insurance contracts (if any) providing benefits under each such welfare benefit plan or program, the administrative services agreements (if any) between the MDC and an insurer or third party claims administrator relating to each such welfare benefit plan or program, and the collective bargaining agreements (if any) governing the terms of such welfare benefit plan or program, are specifically incorporated herein by reference and made a part hereof.

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

"Eligible Dependent" means an individual who is a dependent of an Eligible Employee and who is or becomes eligible for benefits under one or more of the Benefit Programs.

"Eligible Employee" means an Employee or Former Employee who is or becomes eligible for benefits under one or more of the Benefit Programs.

"Employee" means any person employed by the MDC.

"Former Employee" means any person who was previously employed by the MDC.

"MDC" means The Metropolitan District.

"OPEB Trust" means the irrevocable grantor trust described in Section 4.2 hereof.

"Participant" means an Employee or Former Employee who is eligible for coverage under the Plan pursuant to the terms of Section 3.1 hereof.

"Plan" means The Metropolitan District Postemployment Welfare Benefits Plan set forth in this document, including any amendments hereto.

"Plan Year" means the calendar year.

"PPI Committee" means the Personnel, Pension and Insurance Committee of the District Board of the MDC.

The singular form of any word shall include the plural wherever necessary for the proper interpretation of this Plan.

ARTICLE III

Employees Entitled to Participate

Section 3.1 Eligibility to participate in Plan. Each Eligible Employee and Eligible Dependent shall become a Participant in the Plan on the first day on which he or she becomes eligible for coverage under any Benefit Program.

Notwithstanding anything else herein to the contrary, coverage under a particular Benefit Program shall be determined pursuant to, and shall be governed exclusively by, the eligibility provisions of the Benefit Program.

Section 3.2 Termination of participation. An Eligible Employee or Eligible Dependent will cease to be a Participant in this Plan on the earlier of:

- (a) the date on which the Plan terminates, or
- (b) the date on which the Eligible Employee or Eligible Dependent ceases to be eligible for coverage under any Benefit Program.

Section 3.3 Resumption of participation. A former Participant who has become ineligible to participate in the Plan will again become a Participant on the first day on which he or she again becomes eligible for coverage under any Benefit Program.

ARTICLE IV

Contributions and Funding

Section 4.1 Employee contributions. Participants shall contribute to the Plan such amounts (if any) as may be required under the terms of the Benefit Programs.

Section 4.2 OPEB Trust. The MDC may establish an irrevocable grantor trust to hold and invest contributions to be used for the purpose of funding the Benefit Programs.

Section 4.3 MDC contributions. The MDC shall contribute the difference between the cost of coverage for a Participant under the Benefit Programs, and the amount of contributions that the Participants make for such coverage under the terms of Section 4.1 and any of the funds of the OPEB Trust described in Section 4.2 that are used to provide such coverage. Any experience credits or refunds under any group insurance contract or contracts shall be applied in accordance with the terms of such contract or contract.

Section 4.4 Funding policy. Benefits provided under Life Insurance Program shall be funded with group insurance contracts. Benefits provided under the Medical Program and the Dental Program shall be funded with group insurance contracts, with funds from Participant contributions, the OPEB Trust and/or the general assets of the MDC, or by a combination of such methods.

ARTICLE V

Benefits

Section 5.1 Benefits provided under Benefit Programs. Eligibility for coverage under a Benefit Program, and the terms and conditions of such coverage (including but not limited to the terms and conditions of the benefits provided under the Benefit Program) are determined pursuant to the provisions of the Benefit Program and shall be governed exclusively by the provisions of the Benefit Program.

Section 5.2 Nondiscrimination Requirements. Each Benefit Program shall satisfy all applicable nondiscrimination requirements, including but not limited to the nondiscrimination requirements set forth in Code Section 79 (relating to group term life insurance plans) and Code Section 105(h) (relating to self-insured medical reimbursement plans).

ARTICLE VI

HIPAA Privacy Rules

Section 6.1 HIPAA Policy. The MDC has adopted a comprehensive policy to maintain the confidentiality of protected health information, as required by the Health Insurance Portability and Accountability Act of 1996, as amended, and the regulations issued thereunder (“HIPAA”). The terms of the HIPAA policy of the MDC shall apply to the Benefit Programs, and are specifically incorporated herein by reference and made a part hereof.

ARTICLE VII

Claims Review Procedures

Section 7.1 Benefit claims procedure. All claims with respect to a Participant's benefits under any Benefit Program shall be made in accordance with the claims procedure set forth in the Benefit Program or established by the third party claims administrator (if any) retained by the Administrator with respect to that Benefit Program. In the event a Benefit Program does not contain a claims procedure (or contains a claims procedure that does not meet the requirements of law), or if any third party claims administrator retained by the Administrator does not establish a claims procedure (or has a claims procedure that does not meet the requirements of law), then the claims procedure set forth in Article VII (other than this Section 7.1) shall apply.

Section 7.2 Claims for benefits. Any claim for benefits under a Benefit Program shall be made in writing to the Administrator. The Administrator shall promptly process each claim for benefits received by it and shall notify the claimant in writing of the action taken regarding the claim for benefits within a reasonable period of time following its receipt, but not later than ninety (90) days. This period may be extended by the Administrator for up to ninety (90) days, *provided that* the notice of the extension of time is furnished to the claimant prior to the beginning of the extension period. In the event of a denial of benefits, the Administrator shall furnish the claimant with a written notification which shall include: (a) the reasons for the denial; (b) specific references to the provisions of the Benefit Program on which the denial is based; (c) a description of any additional material or information necessary for the claimant to perfect the claim for benefits, including an explanation of why such material or information is necessary; and (d) an explanation of the review procedure set forth in Section 7.3.

7.3 Appeal Procedure.

(a) A claimant who has received a written denial of a claim for benefits may appeal by filing with the Administrator a written request for review. Such request must be made within sixty (60) days following the receipt of the written denial. In connection with any request for review, the claimant may at any time review all documents, records, and other information relevant to the claim

free of charge, and request a review that takes into account all comments, documents, records and other information submitted (without regard to whether such information was submitted or considered in the initial benefit determination).

(b) The Administrator shall notify the claimant of its determination on review within sixty (60) days following receipt of the request for review. This period may be extended by the Administrator for up to sixty (60) days, *provided that* the Administrator determines that special circumstances (such as the need to hold a hearing) require an extension of time for processing the claim. Written notice of the extension shall be furnished to the claimant prior to the beginning of the extension period. The extension notice must indicate the special circumstances requiring the extension and the date as of which the Administrator expects to render a decision.

ARTICLE VIII

Administration of the Plan

Section 8.1 Administrator. The Administrator shall supervise and control the operation of the Plan and shall have all powers necessary to accomplish that purpose, including the power to make rules and regulations pertaining to the administration of the Plan. The Administrator's principal duty shall be to see that the Plan is operated and maintained in accordance with its terms for the exclusive benefit of the Participants. The Administrator shall have the power to administer the Plan, subject to any applicable requirements of law. The Administrator shall have complete discretionary authority in the following matters:

establishing rules and regulations which it determines to be necessary for the proper administration of the Plan and each Benefit Program;

interpreting the Plan and each Benefit Program;

resolving any and all questions, both legal and factual, with respect to the operation and administration of the Plan and each Benefit Program and the eligibility of any person to participate in the Plan or a Benefit Program;

delegating all or part of its duties and designating other persons to carry out any of its duties under the Plan or a Benefit Program, which designation or delegation must be in writing. The Administrator shall not be liable for any acts or omissions of the persons to whom such duties have been delegated, *provided that* the Administrator acted prudently and in the interests of the Participants in selecting and retaining such persons; and

performing any other acts which may be necessary or desirable for the administration of the Plan and each Benefit Program.

Section 8.2 Designation of Administrator. The PPI Committee shall serve as the Administrator of the Plan, unless the District Board of the MDC appoints another person or persons to serve as the Administrator of the Plan.

Section 8.3 Allocation of responsibilities. The members of the PPI Committee may allocate among themselves by written agreement the Administrator's responsibilities under the Plan or any Benefit Program. Except as provided by law, if responsibilities have been allocated among the persons serving on the PPI Committee, then only that person to whom a specific responsibility has been allocated shall be liable for his or her acts or omissions in carrying out such responsibility.

The PPI Committee, and any person serving on the PPI Committee to whom a specific responsibility has been allocated, may employ agents, delegates, attorneys (who may be counsel for the MDC), third party claims administrators and other persons to render advice with regard to any responsibility the PPI Committee or person has under the Plan or any Benefit Program, and may rely upon the written opinions or certificates of any such agent, counsel, third party claims administrator or other person.

Section 8.4 Action by majority. Any act which this Plan or a Benefit Program authorizes or requires the Administrator to do may be done by a majority of the members of the PPI Committee, and the action of such majority expressed from time to time by a vote at a meeting, or in writing without a meeting, shall constitute the action of the Administrator.

Section 8.5 Plan information. The Administrator shall make available to each Participant copies of the Plan and any other documents concerning the operation of the Plan that relate to such Participant for examination at reasonable times during normal business hours.

Section 8.6 Reliance on information. The Administrator may, to the extent permitted by law, rely conclusively on information which may be furnished by, or act in accordance with the instructions of, counsel or other experts consulted by the Administrator.

Section 8.7 Exercise of discretion. The Administrator shall have the discretionary authority to interpret the provisions of the Plan and to determine all questions relating to eligibility for benefits hereunder. The Administrator, in exercising its discretion, shall do so in a uniform and nondiscriminatory manner, treating all Participants in similar circumstances alike. Any interpretation or determination concerning the Plan or a Benefit Program which is adopted by the Administrator in good faith shall be binding on the MDC and on all Participants, unless the Administrator has acted in an arbitrary or capricious manner.

Section 8.8 Agent for service of process. The Administrator shall have the power to designate the agent for service of legal process for the Plan.

Section 8.9 Expenses of administration. The MDC shall pay all expenses of the Administrator, including fees paid to agents, counsel, accountants, consultants and other persons hired to assist the Administrator, except to the extent any such expenses properly may be paid out of the assets of a Benefit Program.

Section 8.10 Indemnification. To the extent permitted by law, the MDC shall indemnify and save harmless any employee serving as a member of the PPI Committee or acting as an agent or delegate of the PPI Committee from and against any and all claims, losses,

damages, expenses (including reasonable counsel fees) and liability (including reasonable amounts paid in settlement with the MDC's approval) to which the employee may be subjected by reason of any act done or omitted, except where such act or omission is finally adjudicated to be due to willful misconduct or gross negligence by the employee.

ARTICLE IX

Amendment or Termination

Section 9.1 Right to amend. Subject to any applicable collective bargaining agreements, the District Board of the MDC shall have the right to amend this Plan and any Benefit Program at any time and from time to time by resolution adopted by the PPI Committee. Any such amendment may be made retroactively effective.

Section 9.2 Plan termination. Subject to any applicable collective bargaining agreements, the District Board of the MDC may terminate the Plan or any Benefit Program at any time for any reason. Upon such termination, the benefits provided to Participants under the Plan or any terminated Benefit Program shall be discontinued.

ARTICLE X

Miscellaneous Provisions

Section 10.1 Decisions of Administrator. Participants agree to be bound by the decisions of the Administrator with respect to the operation and administration of the Plan and the Benefit Programs, and by the decisions of any third party claims administrator retained by the Administrator to which the authority to make such decisions has been delegated. Participants also agree to provide the Administrator with any information and to sign any documents that the Administrator deems appropriate for the purpose of administering the Plan and the Benefit Programs.

Section 10.2 Interpretation of the Plan. If any provision in this Plan or any Benefit Program may be susceptible to more than one interpretation, that provision shall always be interpreted in a manner that will be consistent with this Plan or the Benefit Program satisfying any applicable requirements of the Code or other governing laws or regulations.

Section 10.3 Reliance on representations. The MDC, the Administrator and any third party claims administrator retained by the Administrator shall be discharged from any liability in acting upon any representations by an Employee of any fact affecting his or her status under this Plan or any Benefit Program, or upon any notice, request, consent, letter, facsimile, e-mail, or other document believed by them, or any one of them, to be genuine and to have been signed or sent by the proper person.

Section 10.4 No contract of employment. The adoption and maintenance of this Plan and the Benefit Programs shall not be construed as creating any contract of employment between the MDC and any Employee. This Plan and the Benefit Programs shall not affect the right of the MDC to deal with its Employees in all respects, including their hiring, discharge, compensation and conditions of employment.

Section 10.5 Prohibition on alienation. The purpose of the Plan and each Benefit Program is to provide health, dental and group term life insurance benefits to, or for the benefit of, Participants. The

Plan and the Benefit Programs do not create a right or interest of any Participant which is transferable or assignable by the Participant or which is subject to alienation, anticipation or encumbrance by the Participant, and no right or interest under the Plan or any Benefit Program shall be subject to garnishment, attachment, execution or levy of any kind.

Section 10.6 Rights under Plan. No Participant shall be discharged, fired, suspended, expelled, disciplined or discriminated against for exercising any right under the Plan or for giving information or testimony in any inquiry or proceeding relating to the administration of the Plan.

Section 10.7 Plan for exclusive benefit of Employees and Former Employees. This Plan and each Benefit Program shall be operated for the exclusive benefit of Employees and Former Employees who are eligible to receive benefits under the Plan or the Benefit Program, and their spouses and other beneficiaries.

Section 10.8 Applicable law. This Plan and each Benefit Program shall be construed according to the laws of the State of Connecticut, without regard to its conflict of laws provisions, except as such laws are superseded by federal law.

Section 10.9 Entire document. This Plan and the Benefit Programs contain the entire document relating to the provision of health, dental and group term life insurance benefits to the eligible Employees and Former Employees of the MDC, and there are no other representations, warranties, conditions or agreements (either written or oral) relating thereto.

Section 10.10 Severability. If any term or provision of this Plan or the Benefit Programs is held or deemed to be invalid or unenforceable, in whole or in part for any reason, such term or provision shall be ineffective to the extent of such invalidity or unenforceability only, and the remaining terms and provisions of this Plan and the Benefit Programs shall continue in full force and effect.

Section 10.11 Headings not to control. Headings and titles within the Plan and each Benefit Program are for convenience only and are not to be read as part of the text of such Plan or Benefit Program.

Dated this _____ day of _____, 20 ____.

THE METROPOLITAN DISTRICT

By _____

Name:

Title:

Date:

EXHIBIT A**Benefit Programs****Retiree Medical Program**

- Eligibility: All Eligible Employees who retire from the MDC and immediately commence to receive either a normal, early or postponed retirement benefit under the Retirement Plan for Employees of the Metropolitan District, and their Eligible Dependents
- Provider: Anthem Blue Cross/Blue Shield Century Plan (Group No. 001642-010, 015 and 035), for retirees who retired prior to January 1, 2006 and their dependents who have not reached age 65
- Anthem Blue Cross/Blue Shield Century Preferred Plan (Group No. _____), for retirees who retire on or after January 1, 2006 and their dependents who have not reached age 65
- Anthem Blue Cross 65/Blue Shield 65 Plan (Group No. 001642-034), for retirees and dependents who have reached age 65
- MDC, for retirees and spouses who have reached age 65 and who receive reimbursement from the MDC for their Medicare premiums

Retiree Dental Program

- Eligibility: All Eligible Employees who retire from the MDC and immediately commence to receive either a normal, early or postponed retirement benefit under the Retirement Plan for Employees of the Metropolitan District, and their Eligible Dependents
- Provider: Anthem Blue Cross/Blue Shield Dental Plan (Group No. 001642-008, 010, 011, 015 and 035)

Retiree Group Term Life Insurance Program

- Eligibility: All employees who retire from the MDC and immediately commence to receive either a normal, early or postponed retirement benefit under the Retirement Plan for Employees of the Metropolitan District
- Provider: Aetna Life Insurance Company (Group No. _____)

Chairman Taylor requested, if there were was no objection, that Agenda Item #6 would be discussed prior to Agenda Item #5. There was no objection to his request.

REVIEW OF REQUEST FOR QUALIFICATIONS (RFQ) 101-CLASSFICIATION AND COMPENSATION STUDY-Report 6.

George Scurlock, Director of Reengineering, reviewed the final draft of RFQ 101 with Committee members. There was no action required.

REQUEST FOR QUALIFICATIONS

FOR

CLASSIFICATION AND COMPENSATION STUDY

RFQ 101

**DUE: NO LATER THAN
JUNE 9, 2010
4:00 P.M., LOCAL TIME**

AT THE OFFICE OF THE DISTRICT CLERK/ADMINISTRATIVE OFFICER

**FIRST FLOOR
THE METROPOLITAN DISTRICT
HARTFORD, CONNECTICUT**

STREET ADDRESS: 555 MAIN STREET, HARTFORD, CT 06103-2987

MAIL ADDRESS: P.O. BOX 800, HARTFORD, CT 06142-0800

TELEPHONE: (860) 278-7850, FACSIMILE: (860) 525-5013

FINAL DRAFT – MAY 11, 2010

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PART I **INTRODUCTION**

1.1 INTENT

The Metropolitan District (District) is inviting interested firms to submit a formal response to this Request for Qualifications to provide consultant services to conduct a comprehensive Classification and Compensation Study.

Firms interested in providing such professional services are requested to submit a Statement of Qualifications. Those firms responding to this Request for Qualifications (RFQ) that are deemed most qualified will comprise a short list of firms that will be invited to respond to a subsequent Request for Proposals (RFP).

1.1.1 Project Objectives

The objectives of this classification and compensation study include the following:

- To develop job descriptions that: clearly define the essential duties and responsibilities of each position and are compliant with EEO and ADA; define the basic competencies, knowledge, skills, abilities, education, and experience levels required to perform each job; describe the content and requirements of each job clearly and concisely so that they are understandable to job applicants, incumbents, union leadership and management; ensure that the desirable experience and education qualifications are appropriate and defensible while serving to select qualified candidates; and serve as a basis for the development of a skill/competency inventory for staff training and development.
- To evaluate and rank each classification and to establish the relative worth of the classifications, one to another, in the classification series.
- To develop, where applicable, job series that recognize progressively increasing responsibility in work assignments and succession planning opportunities.
- To analyze and compare MDC's salaries to those of other comparable employers.
- To develop a compensation plan(s) with recommended salary ranges that are internally equitable and externally competitive, are clear to the employer and employee, and include recommended salary ranges and assignments of classifications to recommended salary grades.

The MDC currently has over 320 established classifications for approximately 650 employees. A comprehensive adjustment to the classification and compensation system has not been implemented since 1988. Copies of current job descriptions are available on the MDC Human Resources Web Site.

Job Descriptions for Excluded and Exempt Employees were developed and approved in 2005. ADA criteria have been incorporated into all District Job Descriptions.

MDC employees are organized into three (3) collective bargaining units and Excluded and Exempt (E&E) employees, which include management and a non-represented group. Any changes in job class and/or salary for represented employees must be negotiated with their authorized representatives. Copies of current collective bargaining unit contracts and pay schedules for E&E employees will be provided to the consultant ultimately awarded a contract as a result of this RFP. The study will include four primary employee groups:

1. Excluded and Exempt Employees, which include managerial and unaffiliated staff. Presently there are approximately one hundred and ten (110) employees in this group.
2. Local 1026, AFSCME Council 4, A.F.L.-C.I.O., which represents supervisory employees. Presently there are approximately sixty (60) in this group.
3. Local 3713, AFSCME Council 4, A.F.L.-C.I.O., which represents non-supervisory and professional employees. Presently there are approximately One hundred fifty (150) in this group.
4. Local 184, AFSCME Council 4, A.F.L.-C.I.O., which represents employees working in operating classifications. Presently there are approximately three hundred thirty (330) employees in this group.

Present job descriptions, classifications and collective bargaining agreements are available on the District's Human Resources Web Site.

1.2 ABOUT THE DISTRICT

The Metropolitan District is a municipal corporation chartered by the State of Connecticut in 1929 and includes the municipalities of Bloomfield, East Hartford, Hartford, Newington, Rocky Hill, West Hartford, Wethersfield and Windsor. The District provides water and sewer services to approximately 400,000 people.

The District is governed by a board of twenty-nine commissioners. Seventeen are appointed by the legislative bodies of the eight member municipalities, eight by the Governor of the State of Connecticut, and four by the leadership of the Connecticut General Assembly. One of the sub-committees of the Board is the Personnel, Pension and Insurance (PPI) Committee.

The District is managed by a Chief Executive Officer (CEO) supported by a senior executive leadership team and employs approximately 650 full-time personnel.

The District recently completed a major comprehensive organizational re-engineering process. As a result of this process there are organizational changes proposed for implementation.

Under the present structure there are four functional divisions.

These include: Administration, Operations, Finance and Program Management Unit (PMU).

The proposed organizational structure has two primary functional divisions: Business Services and Operations and Engineering.

The funding of sewer services is through taxation on member municipalities and a sewer user charge for tax exempt and high flow users. The funding of water services and related operations is principally through a direct use charge to customers.

Major capital improvements in excess of \$5 million for a single project must be approved by the electorate of the member municipalities and are financed through bonding. The 2010 operating combined budgets for all District operations total approximately \$114 million.

The water distribution system consists of upland impoundments in the Farmington River watershed, two filtration plants and approximately 1500 miles of distribution mains. Flows in the system are by gravity except for some pumping of treated water to higher elevations. Average treated water use is about 58.94 million gallons per day and all services are metered.

The sewage collection system consists of almost 1200 miles of sanitary sewers serving the member municipalities. Four water pollution control plants treat an average of about 65 million gallons per day.

The District is under contract with the Connecticut Resources Recovery Authority for the operation of a major portion of the Mid-Connecticut Project including a 2800-ton per day waste processing facility for municipal solid waste and related waste transfer subsystem. The Mid-Connecticut Project serves over 70 municipalities. THE 2010 budget includes a staff of 85 FTE's and an operating budget of \$20.6 million.

The District is involved in the implementation of a Clean Water Project, which includes the reduction of Combined Sewer Overflows and the elimination of Sanitary Sewer Overflows in accordance with Federal and State Consent Orders/Agreements and the Long Term Control Plan Projects. In addition, the District has undertaken a comprehensive program of asset management which involves a systemic replacement of water and sewer infrastructure in a proactive process. Capital improvement programs also include improvements and modernization of water pollution control facilities.

The District utilizes SAP (an integrated ERP system) and other network, web and wireless technology. Technological change drives process and operational change and has, as a result, changed the required Knowledge, Skills, and Attributes (KSAs) of our workforce.

The District is also under contract with Riverfront Recapture, Inc. to provide maintenance services at the riverfront parks in member municipalities.

The District operates hydroelectric facilities at the Goodwin and Colebrook River Dams on the West Branch of the Farmington River.

The District manages an award winning Geographic Information System (GIS) that supports its many activities. The database contains detailed utility and land base information for each of the member municipalities as well as natural resource information for watershed land. The system is capable of producing utility and street index maps as well as special purpose maps in-house. It is also linked to the District's business application software, allowing users to query data and locate specific utility equipment. GIS also provides mapping services to member towns.

1.3 SCOPE OF SERVICES

Prior to the review of job descriptions and interviewing employees, the Consultant shall develop a Communication Plan and related materials to meet with employees and bargaining unit groups to explain the planned study and describe the process and potential outcomes.

It is the desire of the District, as practical; to have all employees interviewed either individually or in groups.

The Consultant shall prepare and distribute position content/evaluation questionnaires to all MDC employees. Employees shall have the option to complete the questionnaire. The questionnaire shall be reviewed by the employee's supervisor and manager. Supervisors and managers shall have the opportunity to provide additional input. The Consultant shall collect, review and analyze all questionnaires.

The Consultant shall then audit/interview all incumbent employees individually or in groups in each currently assigned position classification to ensure accurate and complete information. The first draft of job descriptions will be reviewed by Human Resources and managers for input as appropriate. Human Resources and manager input shall be reflected in the second draft of the job description(s). The District may wish to incorporate a review process for incumbents and/or the union(s) which may necessitate a third position description draft.

The scheduling of interviews shall be the responsibility of the consultant with information provided by the District.

The Consultant shall develop new job descriptions and specifications as necessary to ensure that they are current, describe use of current or emerging technologies, meet legal qualifications, and are consistent with EEO, FLSA and ADA considerations. The format of the job description shall be approved by the District.

The Consultant shall update and/or create new job descriptions for current job duties and specially required and desirable licenses, certificates, etc.

The consultant shall update and/or create new job descriptions that utilize career ladders where appropriate supported by the job evaluation system.

The Consultant shall ensure that physical requirements are appropriately listed and that special environmental factors are included.

The Consultant shall verify that the qualifications including competencies, knowledge, skills and abilities accurately reflect those necessary for satisfactory performance of the work described in the job description.

The Consultant shall analyze and ensure that the desirable experience and education qualifications are appropriate and defensible while serving to select qualified candidates.

Consultant shall allocate positions to appropriate classifications based on duties, responsibilities, and minimum requirements for internal equity and market data for external equity.

At the conclusion of the study, the Consultant shall first present its findings to the PPI Committee. The Consultant may be requested to meet with Director of Human Resources, the Project Manager and the bargaining unit representatives to explain the study results. The Consultant shall also meet with the CEO and/or the District Board if requested.

The Consultant shall determine, with the approval of the Project Manager and Director of Human Resources, benchmark employers, salary comps and classifications to be used for market survey and analysis.

The Consultant shall develop appropriate internal relationships to benchmark classifications.

The consultant shall utilize evaluation tool(s) including a factor point job evaluation system that will be used to evaluate MDC classifications in the future by District Human Resources staff. The consultant will provide training to Human Resources staff in the application of these evaluation tools and software if applicable.

The Consultant shall conduct a compensation analysis, analyzing information and develop recommendations for appropriate salary structure(s) and allocation of classifications to pay ranges.

The consultant shall provide training and technical assistance to Human Resources staff in the utilization of the job evaluation system.

1.4. Project Deliverables

Project Deliverables shall include the defined Project Objectives as defined in Section 1.1. and a Final Report that addresses the following:

1. Recommended job descriptions, prepared in a format approved by the District, that identify career ladders, facilitate assignment of duties and responsibilities, assist in the improvement of work processes and methods, provide training and development direction, and serve as the basic outline in the evaluation of employee work performance.
2. Recommended job descriptions that clearly define the essential duties and responsibilities of each position and are compliant with EEO and ADA; that define the basics knowledge, skills, abilities, competencies, education, and experience levels required to perform each job; that describe the content and requirements of each job clearly and concisely so that they are understandable to job applicants, incumbents, union leadership and management and ensure that the desirable experience and education qualifications are appropriate and defensible while serving to select qualified candidates.
3. Recommended job descriptions ~~developed for #2 above~~ describe use of current or emerging technologies, and identify specially required and desirable licenses, certificates, etc.
4. Recommended placement of the job classes in a proper hierarchical relationship.
5. Recommended compensation plan(s) that is clear to the employer and employee; provides internal equity and ~~external~~ competitiveness; and includes recommended salary ranges and assignments of classifications to recommended salary grades.
6. Evaluation tools including a factor point job evaluation system and software that may be used to evaluate MDC classifications in the future and training to Human Resources staff in the application of this system.
7. If requested, the Consultant shall make presentations to the District Board and/or its subcommittees as requested, and may be required to provide expert testimony regarding the development and implementation of the proposed classification and compensation recommendations.

1.5 MBE/WBE REQUIREMENTS

The District is committed to enabling the development and growth of Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE).

1.6 JOINT VENTURE AND SUBCONSULTANTS

Consultants proposing service through sub-consultants and joint ventures will be considered provided one will be identified as the prime consultant. The terms "Firm" and "Consultant" as used herein should be construed to encompass such arrangements. Sub-consultants shall be identified in the RFQ and RFP.

1.7 TIME FRAME

It is expected that this work will commence in September, 2010, with most key deliverables completed by April 30, 2011, although there may be some continuing work that will be completed after April, 2011. A more detailed time line will be made available in the RFP distributed to the 'Short List' of finalists (See Section 3.2).

PART II **STATEMENT OF QUALIFICATIONS**

2.1 COMPANY INFORMATION

Responding firms shall provide the following information for the firm and any proposed cooperating company, sub-consultants or sub-contractors:

- a. Name of firm and parent company, if any;
- b. Nature of firm's principal business;
- c. Address of firm's principal office and of the office from which the project would be managed.
- d. History of the firm including the date firm was established; include former firm names, if any, and landmark dates in the growth of the firm.
- e. Size of the firm and size of the project office.
- f. Name, address and telephone number of person to receive notification and to reply to District inquiries.

2.2 COMPANY EXPERIENCE

To be considered, submitting firms must be experienced in conducting Classification and Compensation Studies with project objectives, scope and deliverables similar to those defined in this RFQ.

Experience in the water and wastewater industry (municipal and/or private sector) will also be an emphasis of the selection committee in evaluating RFQ responses, with additional consideration for experience in multiple union workforce environments.

2.3 PAST PERFORMANCE – Similar Projects

A responding firm shall list those projects on which it currently or has been engaged within the last five (5) years, that demonstrate the above areas of expertise. Each project reference cited shall include:

1. Organization Name (Owner).
2. Location of project site.
3. Project contact(s) during conduct of the work and/or current manager of system(s) with recently verified phone number.
4. General size, scope and methodology of project.
5. Project duration, including commencement and completion dates.
6. Compensation for project performance (dollar amount).
7. Submitted examples of finished projects including samples of evaluation questionnaires and a representation of a final job description/specification that is ADA compliant.

Such information (Excluding #7) shall be presented in tabular form.

Firms may also list additional experience that they deem applicable and relevant to the scope of this implementation.

2.4 STAFF QUALIFICATIONS

A responding firm shall provide a list of all administrative and technical personnel who it intends will be involved with this project, including an experienced project manager who will be assigned to be the principal in charge of this project. Information shall be presented in resume form and must include:

- a. Name, current job title, responsibilities and type of work performed for firm.

- b. Educational background, academic degrees, certifications and professional affiliations.
- c. Experience on projects similar to that in this RFQ. Include any experience that precedes personnel's current association with your firm if applicable to this project.
- d. Publication relative to areas of expertise outlined under Section 3.2.

Similar information shall be submitted for any cooperating firm, sub-consultant or sub-contractor.

2.5 COMPANY RESPONSIVENESS

Firms must have adequate technical staff capable of performing the services to be provided under this project.

Responding firms shall state their capacity to apply and commit staff and material resources to complete all investigation, sampling, testing and analysis services necessary to achieve the objectives of this project. Firms shall consider their current and projected workload when making this determination.

2.6 FINANCIAL INFORMATION

Responding firms shall provide evidence of financial conditions of the company adequate to demonstrate financial stability. Firms must include a list of all bankruptcy filings within the last ten (10) years and a list of all pending litigation, if any. Firms shall also state if they are currently restricted from doing business with any government agencies. The District will evaluate any affirmative statements of restrictions with respect to this engagement.

Any affirmative statements of bankruptcy, litigation or restrictions shall include a description of circumstances and ultimate resolution of the matter, including current financial situation and evidence of financial ability to successfully complete the project, if selected.

Failure to successfully demonstrate financial stability will result in the firm being deemed non-responsive and ineligible to be invited to submit a proposal.

The District will treat any financial information submitted as confidential, provided each page of any such financial information is clearly stamped "Confidential".

2.7 AFFIRMATIVE ACTION

Responding firms shall provide a statement of the firm's affirmative action policy. The District's "Fair Employment Practices Qualification Form for Vendors and Bidder,"

attached to this RFQ, shall be completely filled out, both sides, and included with the Statement of Qualifications submittal.

Failure to demonstrate compliance with District affirmative action standards will result in the firm being deemed non-responsive and ineligible to be invited to submit a proposal.

Consistent with The District's commitment as described in section 1.5 – MBE/WBE Requirements - responding firms shall also include a narrative statement in their RFQ submission indicating the firm's experience in sub-contracting or working in partnership with Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE), noting in particular experience in work similar to the deliverables of this RFQ. Responding firms that are an MBE or WBE should self-identify as such.

2.8 INSURANCE AND INDEMNIFICATION

A. Insurance

During the term of a future contract, the Consultant shall maintain a professional liability insurance policy in a form acceptable to the District in an amount that will allow it to insure against damages and costs resulting from negligent acts, errors, and omissions in the work performed by it on and after the effective date of, and under the terms of, the contract. The Consultant may, at its election, obtain a policy containing a deductible clause, but if so, it shall be liable, as stated above herein, to the extent of the deductible amount.

Simultaneously with delivery of an executed contract to the District, the Consultant shall furnish to the District a certificate of insurance (Attachment 2 to this RFQ) for the above referenced policy. Failure to do so shall entitle the District to terminate the Agreement. Such certificate must contain information regarding the policy in force, policy number, limits, and policy period. It also must provide that 30 days prior written notice of any material policy change, non-renewal, or cancellation shall be given to the District, by certified mail, except in the event of non-payment of premium, in which case notice will be 10 days. If the insurance policy is cancelled for non-payment of the premium, the District shall have the right to pay any such premium and deduct the amount thereof from amounts due to the Consultant under the Agreement.

B. Indemnification

The Consultant shall at all times indemnify, defend and save harmless the District, any municipality included therein, the State of Connecticut, and their respective officers, agents, servants and employees on account of any and all claims, damages, losses, litigation, expenses, counsel fees and compensation arising out of injury (including death) sustained by or alleged to have been sustained by the servants, employees, or agents of the District, or of any municipality included therein, or the State of Connecticut, or of the Consultant, or anyone directly or indirectly employed by them,

from injuries (including death) sustained by or alleged to have been sustained by the public, or by any other person or property, real or personal (including property of the District) to the extent caused by the negligent, willful or wanton acts or omissions of the Consultant, or anyone directly or indirectly employed by them or any of them.

2.9 SUBMITTAL OF STATEMENT OF QUALIFICATIONS

Responding firms shall submit six (6) copies of their Statement of Qualifications, specifically addressing the criteria outlined within each Section of Part III hereof. Information should be organized and labeled in a manner that correlates with each Section heading. All requested information must be included in the Statement of Qualifications. Statements of Qualifications must be clear, concise and specific. To facilitate effective evaluation by District staff, Statements of Qualifications shall be limited to a total of 40 single-sided pages; financial information, affirmative action documents, and front and back covers will not be counted toward the total. Statements of Qualifications that exceed this length will be considered non-responsive, will not be evaluated and will be rejected. Information submitted under separate cover will not be considered.

All Statements of Qualifications must be signed by the firm's duly authorized principal.

Statement of Qualifications shall be submitted in sealed envelopes, with RFQ number, due date and time, and the title of the RFQ, "Classification and Compensation Study," clearly labeled.

To be considered, the complete submittal must be received by the CLERK OF THE METROPOLITAN DISTRICT at its main office, located at 555 Main Street (1st Floor), Hartford, Connecticut, by the time and date indicated on the front cover of this RFQ.

Submittals will not be accepted after the due date and time. Submittals received by the District Clerk after the stated deadline will be deemed non-responsive and ineligible for evaluation. Faxed copies are not acceptable and will be rejected by the District.

All Statements of Qualifications shall become District property upon submittal to the District.

The contents of the RFQ document submitted by the selected firm will become a part of any final Agreement.

2.10 QUESTIONS

Questions concerning this Request for Qualifications should be submitted in writing to George Scurlock, Director of Reengineering, Metropolitan District, PO Box 800, Hartford, CT 06142-0800. Facsimile submissions are also permitted, with questions sent to Mr. Scurlock's attention at this number: 860-525-5013, with a clear reference to RFQ 101. Questions must be received at least ten (10) calendar days before the Statement of Qualifications due date. Written responses will be forwarded to each Consultant.

PART III EVALUATION AND SELECTION

3.1 EVALUATION CRITERIA

A selection panel comprising District staff will review all responses that meet the submittal requirements. The panel will review and evaluate each response on the following principal criteria:

Experience and expertise in Classification and Compensation projects similar to the services detailed in the Project Objectives, Scope of Services and Deliverables.

- b. Past performance on similar projects (public and private entities).
- c. Experience with water/wastewater districts, agencies or utilities; experience in multi-union environments.
- d. Qualifications of personnel and proposed subcontractors and sub-consultants.
 - a. Financial capabilities and status.
 - b. Quality of submitted examples of finished projects.
 - c. Review of work products including final reports, job descriptions, market analysis and factor point evaluation system(s).

The evaluation may also consist of, but not be limited to, the verification of references, visitation to offices and facilities of responding firms, and confirmation of materials furnished in the Statement of Qualifications.

3.2 SHORT-LIST SELECTION

Upon completion of review and evaluation, the selection panel will develop a list (the Short-List) of those five or fewer firms whose qualifications have been deemed to best meet the District's needs and expectations with respect to the evaluation criteria.

Upon compilation of the Short List, all firms submitting Statements of Qualifications will be notified of the results thereof.

3.3 SPECIAL CONSIDERATIONS

The District reserves the right to reject any one or more submittals solely at its own discretion, as it may deem to be in the best interest of the District. In addition, the District reserves the right to request additional information from any and all Consultants, to waive any informalities, irregularities or omissions in any response and, prior to the response deadline, to change any portions or requirements of this RFQ, provided notice of the same shall be given to all persons or entities receiving this RFQ. All submittals shall be complete in all material respects and failure to provide a complete submittal may result in rejection of the response.

3.4 FUTURE REQUEST FOR PROPOSALS

Those firms selected to comprise the Short List will be requested to submit proposals addressing the work to be undertaken and will be furnished with a Request for Proposals (RFP) containing terms and conditions with which the proposals must comply. Proposals shall be submitted in two (2) parts, each contained in a separate sealed envelope. One envelope shall contain all information pertinent to the RFP response (proposal envelope); the other envelope shall contain only the fee or price proposal of the respondent (fee envelope). **NO FEE PROPOSALS SHALL BE SUBMITTED NOR WILL THEY BE ACCEPTED IN THE RFQ PROCESS.**

3.5 EVALUATION OF FUTURE REQUEST FOR PROPOSALS

Proposal envelopes will be opened at a specified date and time. Fee envelopes will not be opened at that time.

3.6 FINAL SELECTION

Upon selection of the finalists, only the fee envelopes submitted by the finalists will be opened by the District Clerk or his designee. It is the District's intent to enter into a Contract with the finalist having the lowest fee proposal; provided, however, if the District Chief Executive Officer determines that the proposal of a finalist not having the lowest fee proposal offers a specific benefit to the District, the Contract may be awarded to such finalist notwithstanding the fact that its fee proposal is not lowest. The fee envelopes of entities that were not included on the list of finalists will be returned unopened.

3.7 FUTURE CONTRACT

The selected firm and the District shall enter into a Contract Agreement to provide all services embodying the substance of the Request for Proposal.

Attachment I: Fair Employment Practices Form for Vendors
Attachment II: Certificate of Insurance

PENSION PLAN UPDATE-Report 5.**EXECUTIVE SESSION**

At 6:35 p.m., Chairman Taylor requested an executive session to discuss an issue that is subject to collective bargaining and negotiations associated therewith.

On motion made by Commissioner Reichin and duly seconded, the Personnel, Pension and Insurance Committee entered into Executive Session for the purpose of discussing an issue subject to collective bargaining and negotiations associated with therewith.

Those in attendance during the executive session were as follows:

Commissioners Timothy Curtis, John M. Grottole, Trude H. Mero, J. Lawrence Price, Albert F. Reichin, Pasquale J. Salemi, Raymond Sweezy, Alvin E. Taylor and Joseph Verrengia, Attorneys Halloran, Ryan and Stone, Messrs. Sheehan, Moore and Zinzarella, Rebecca Sielman and Patricia Speicher Werbner

RECONVENE

At 8:50 p.m., Chairman Taylor requested to come out of executive session and on motion made by Commissioner Verrengia and duly seconded, The Personnel, Pension and Insurance Committee came out of executive session and reconvened. No formal action was taken.

ADJOURNMENT

The meeting was adjourned at 8:51 p.m.

ATTEST:



Kristine C. Shaw
District Clerk

June 9, 2010

Date Approved

Special Meeting
PERSONNEL, PENSION AND INSURANCE COMMITTEE
The Metropolitan District
555 Main Street, Hartford
Wednesday, June 9, 2010

Present: Commissioners Daniel Camilliere, Maureen Magnan, J. Lawrence Price, Albert F. Reichin, Pasquale J. Salemi, Raymond Sweezy, Alvin E. Taylor and Joseph Verrengia (8)

Absent: Commissioners Timothy Curtis, John Grottole, Joseph Klett and Trude H. Mero (4)

Also

Present: Charles P. Sheehan, Chief Executive Officer
R. Bartley Halloran, District Counsel
Christopher R. Stone, Assistant District Counsel
Brendan M. Fox Jr., Assistant District Counsel
Kristine C. Shaw, District Clerk
Jennifer Ottalagana, Manager of Development Services
Kerry E. Martin, Assistant to the Chief Executive Officer
Gil Bironi, President, Local 184
Robert Facey Jr., President, Local 3713
Cynthia A. Nadolny, Executive Assistant
Richard H. Goldstein, Attorney, Pepe & Hazard LLP

CALL TO ORDER

Chairman Taylor called the meeting to order at 4:35 p.m.

PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS

No one from the public appeared to be heard.

APPROVAL OF MINUTES

On motion made by Commissioner Camilliere and duly seconded, the meeting minutes of May 11, 2010 were approved.

DISCUSSION REGARDING THE EVALUATION OF THE CHIEF EXECUTIVE OFFICER (CEO) AND CONSIDERATION AND POTENTIAL ACTION ON AMENDMENT(S) TO THE CEO CONTRACT–Report 4.

EXECUTIVE SESSION

At 4:38 p.m., Chairman Taylor requested an executive session for the purpose of discussing the Chief Executive Officer's evaluation and contract.

Attorney Stone said for the record that he sent notice to the affected employee advising him that he had the option to have this executive session in public session and the employee chose not to exercise that option.

On motion made by Commissioner Reichin and duly seconded, the Personnel, Pension and Insurance Committee entered into executive session for the purpose of discussing the Chief Executive Officer's evaluation and contract.

Those in attendance during the executive session were as follows:

Commissioners Daniel Camilliere, Maureen Magnan, J. Lawrence Price, Albert F. Reichin, Pasquale J. Salemi, Raymond Sweezy, Alvin E. Taylor, Joseph Verrengia and Attorneys R. Bartley Halloran and Christopher R. Stone

RECONVENE

At 5:29 p.m., Chairman Taylor requested to come out of executive session and on motion made by Commissioner Reichin and duly seconded, the Personnel, Pension and Insurance Committee came out of executive session and reconvened. The following action was taken:

Chairman Taylor said for the record, that the Committee will table any decision on Agenda Item 4. He said that there are further details and clarification needed.

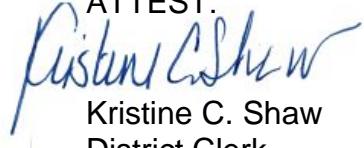
On motion made by Commissioner Verrengia and duly seconded, Agenda Item 4 was tabled.

Commissioners Camilliere, Reichin and Sweezy voted no.

ADJOURNMENT

The meeting was adjourned at 5:29 p.m.

ATTEST:



Kristine C. Shaw
District Clerk

July 7, 2010

Date Approved

Special Meeting
PERSONNEL, PENSION AND INSURANCE COMMITTEE
The Metropolitan District
555 Main Street, Hartford
Wednesday, July 7, 2010

Present: Commissioners Daniel Camilliere, Timothy Curtis, John Grottole, J. Lawrence Price, Albert F. Reichin, Pasquale J. Salemi, Raymond Sweezy, Alvin E. Taylor, Joseph Verrengia and District Chairman William A. DiBella (10)

Absent: Commissioners Maureen Magnan, Joseph Klett and Trude H. Mero (3)

Also

Present: Christopher R. Stone, Assistant District Counsel
Kristine C. Shaw, District Clerk
Kerry E. Martin, Assistant to the Chief Executive Officer
Robert Facey Jr., President, Local 3713
Linda R. Foster, Executive Assistant
Richard H. Goldstein, Attorney, McElroy, Deutsch, Mulvaney & Carpenter/PH, LLP

CALL TO ORDER

Chairman Taylor called the meeting to order at 4:34 p.m.

PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS

No one from the public appeared to be heard.

APPROVAL OF MINUTES

On motion made by Commissioner Camilliere and duly seconded, the meeting minutes of June 9, 2010 were approved.

DISCUSSION REGARDING THE EVALUATION OF THE CHIEF EXECUTIVE OFFICER (CEO) AND CONSIDERATION AND POTENTIAL ACTION ON AMENDMENT(S) TO THE CEO CONTRACT-Report 4.

EXECUTIVE SESSION

At 4:35 p.m., Chairman Taylor requested an executive session for the purpose of discussing the Chief Executive Officer's evaluation and contract.

Attorney Stone said, for the record, that he sent notice to the affected employee advising him that he had the option to have this executive session in public session and the employee chose not to exercise that option.

Prior to entering into executive session, Attorney Stone said, without objection, Commissioner Vicino was invited to attend the executive session by Chairman Taylor. Attorney Stone said that Commissioner Vicino was a member of the subcommittee appointed by Chairman Taylor to review, evaluate and recommend matters relating to this agenda item.

On motion made by Commissioner Sweezy and duly seconded, the Personnel, Pension and Insurance Committee entered into executive session for the purpose of discussing the Chief Executive Officer's evaluation and contract.

Those in attendance during the executive session were as follows:

Commissioners Daniel Camilliere, Timothy Curtis, William A. DiBella, John J. Grottole, J. Lawrence Price, Albert F. Reichin, Pasquale J. Salemi, Raymond Sweezy, Alvin E. Taylor, Joseph Verrengia and Attorney Christopher R. Stone

RECONVENE

At 5:17 p.m., Chairman Taylor requested to come out of executive session and on motion made by Commissioner Reichin and duly seconded, the Personnel, Pension and Insurance Committee came out of executive session and reconvened. The following action was taken:

Attorney Stone said, for the record, Commissioner Hoffman entered the meeting room during the executive session at the request of Chairman Taylor. He said that Commissioner Hoffman was a member of the subcommittee to evaluate the CEO and was asked to give his input; Commissioner Hoffman gave his input and left the meeting room.

BE IT RESOLVED that, based upon the results of an evaluation of the performance of the Chief Executive Officer, the Personnel, Pension and Insurance Committee hereby recommends to the District Board of Commissioners that the contract of employment of the Chief Executive Officer be extended by an additional year, until December 31, 2012, and that the Chief Executive Officer's salary for 2010, effective January 1, 2010, be \$259,900.

***On motion made by Commissioner Reichin and duly seconded
the report was received and the resolution was recommended
to the District Board by unanimous vote of those present***

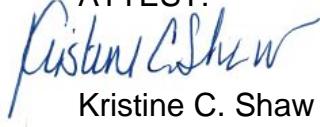
**DISCUSSION REGARDING THE RESTRUCTURING/REASSIGNMENT OF THE
DIVERSITY, CLAIMS AND LABOR NEGOTIATIONS-Report 5.**

Chairman Taylor said he is going to appoint a subcommittee on this item. He said, unless anyone wants to volunteer, Commissioners Magnan, Price and Salemi would be on the subcommittee. Commissioner Verrengia asked to be on the subcommittee and Chairman Taylor accepted his request. Chairman Taylor said that the CEO would determine if any staff would participate and the plan is that this will be finished no later than September. He said the subcommittee would report back to the Personnel, Pension & Insurance Committee with their recommendations and he would be contacting the subcommittee members in the near future.

ADJOURNMENT

The meeting was adjourned at 5:20 p.m.

ATTEST:



Kristine C. Shaw
District Clerk

July 12, 2010

Date Approved

Special Meeting
PERSONNEL, PENSION AND INSURANCE COMMITTEE
The Metropolitan District
555 Main Street, Hartford
Monday, July 12, 2010

Present: Commissioners Daniel Camilliere, Timothy Curtis, John Grottole, J. Lawrence Price, Pasquale J. Salemi, Raymond Sweezy and Alvin E. Taylor (7)

Absent: Commissioners Joseph Klett, Maureen Magnan, Trude H. Mero, Albert F. Reichin and Joseph Verrengia (5)

Also

Present: John M. Zinzarella, Chief Financial Officer
R. Bartley Halloran, District Counsel
Christopher R. Stone, Assistant District Counsel
David Ryan, District Labor Counsel
Robert Zaik, Manager of Labor Relations
Louise Guarnaccia, Project Controls Manager
Patricia Speicher-Werbner, Director of Human Resources
Kristine C. Shaw, District Clerk
Kerry E. Martin, Assistant to the Chief Executive Officer
Cynthia A. Nadolny, Executive Assistant
Richard H. Goldstein, Attorney, McElroy, Deutsch, Mulvaney & Carpenter/PH, LLP
Rebecca A. Sielman, Milliman, Inc.

CALL TO ORDER

Chairman Taylor called the meeting to order at 6:16 p.m.

PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS

No one from the public appeared to be heard.

APPROVAL OF MINUTES

On motion made by Commissioner Camilliere and duly seconded, the meeting minutes of July 7, 2010 were approved.

PENSION PLAN UPDATE – Report 4.

EXECUTIVE SESSION

At 6:19 p.m Commissioner Taylor requested an executive session for the purpose of discussing an issue that is subject to collective bargaining and negotiations associated therewith.

On motion made by Commissioner Sweezy and duly seconded, the Personnel, Pension and Insurance Committee entered into executive session for the purpose of discussing an issue that is subject to collective bargaining and negotiations associated therewith.

Those in attendance during the executive session were as follows:

Commissioners Daniel Camilliere, Timothy Curtis, John Grottoli, J. Lawrence Price, Pasquale J. Salemi, Raymond Sweezy, Alvin E. Taylor, Attorneys R. Bartley Halloran, David Ryan, Christopher R. Stone, Messrs. John M. Zinzarella, Robert Zaik and Patricia Speicher-Werbner.

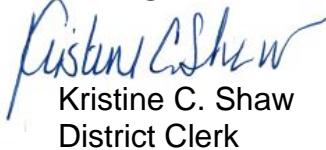
RECONVENE

At 7:04 p.m., Chairman Taylor requested to come out of executive session and on motion made by Commissioner Camilliere and duly seconded, the Personnel, Pension and Insurance Committee came out of executive session and reconvened. No formal action was taken.

ADJOURNMENT

The meeting was adjourned at 7:05 p.m.

ATTEST:



Kristine C. Shaw
District Clerk

September 13, 2010

Date Approved

Special Meeting
PERSONNEL, PENSION AND INSURANCE COMMITTEE
The Metropolitan District
555 Main Street, Hartford
Monday, September 13, 2010

Present: Commissioners Daniel Camilliere, Timothy Curtis, John Grottole, Trude H. Mero, Raymond Sweezy, Alvin E. Taylor and Joseph Verrengia (7)

Absent: Commissioners Joseph Klett, Maureen Magnan, J. Lawrence Price, Albert F. Reichin and Pasquale J. Salemi (5)

Also Present: Charles P. Sheehan, Chief Executive Officer
Robert E. Moore, Chief Administrative Officer
John M. Zinarella, Chief Financial Officer
Christopher R. Stone, Assistant District Counsel
David Ryan, District Labor Counsel
Patricia Speicher-Werbner, Director of Human Resources
Kristine C. Shaw, District Clerk
George Scurlock, Director of Reengineering
Robert Zaik, Manager of Labor Relations
Linda R. Foster, Executive Assistant

CALL TO ORDER

Chairman Taylor called the meeting to order at 4:41 p.m.

PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS

No one from the public appeared to be heard.

APPROVAL OF MINUTES

On motion made by Commissioner Camilliere and duly seconded, the meeting minutes of July 12, 2010 were approved.

UPDATE ON NEGOTIATIONS WITH COLLECTIVE BARGAINING UNITS RELATING TO PENSIONS AND OTHER MATTERS – REPORT 4.

EXECUTIVE SESSION

At 4:42 p.m., Commissioner Taylor requested an executive session for the purpose of discussing an issue that is subject to collective bargaining and negotiations associated therewith.

On motion made by Commissioner Camilliere and duly seconded, the Personnel, Pension and Insurance Committee entered into executive session for the purpose of discussing an issue that is subject to collective bargaining and negotiations associated therewith.

Those in attendance during the executive session were as follows:

Commissioners, Daniel Camilliere, Timothy Curtis, John Grottole, Trude H. Mero, Raymond Sweezy, Alvin E. Taylor, Joseph Verrengia, Attorneys Christopher R. Stone, David Ryan, Messrs. Charles P. Sheehan, Robert E. Moore, John M. Zinzarella, George Scurlock, Robert Zaik and Patricia Speicher-Werbner.

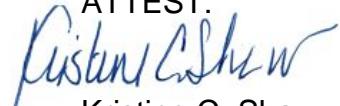
RECONVENE

At 5:25 p.m., Chairman Taylor requested to come out of executive session and on motion made by Commissioner Camilliere and duly seconded, the Personnel, Pension and Insurance Committee came out of executive session and reconvened. No formal action was taken.

ADJOURNMENT

The meeting was adjourned at 5:26 p.m.

ATTEST:


Kristine C. Shaw
District Clerk

October 27, 2010

Date Approved

Special Meeting
PERSONNEL, PENSION AND INSURANCE COMMITTEE
The Metropolitan District
555 Main Street, Hartford
Wednesday, October 27, 2010

Present: Commissioners Daniel Camilliere, Timothy Curtis, William A. DiBella, John Grottole, Maureen Magnan, J. Lawrence Price, Albert F. Reichin, Pasquale J. Salemi, Raymond Sweezy, Alvin E. Taylor and Joseph Verrengia (11)

Absent: Commissioners Joseph Klett and Trude H. Mero (2)

Also

Present: Charles P. Sheehan, Chief Executive Officer
Robert E. Moore, Chief Administrative Officer
Scott W. Jellison, Chief Operating Officer
John M. Zinzarella, Chief Financial Officer
R. Bartley Halloran, District Counsel
Christopher R. Stone, Assistant District Counsel
Patricia Speicher-Werbner, Director of Human Resources
Kristine C. Shaw, District Clerk
George Scurlock, Director of Reengineering
Robert Zaik, Manager of Labor Relations
Kerry E. Martin, Assistant to the Chief Executive Officer
Cynthia A. Nadolny, Executive Assistant
Tim Hasselman, Lockton
Deb Testa, Lockton
Ted Pizzo, Lockton
Amanda Reichenbach, Lockton
Richard H. Goldstein, Attorney, McElroy, Deutsch, Mulvaney & Carpenter/PH, LLP

CALL TO ORDER

Chairman Taylor called the meeting to order at 4:31 p.m.

PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS

No one from the public appeared to be heard.

APPROVAL OF MINUTES

On motion made by Commissioner Reichin and duly seconded, the meeting minutes of September 13, 2010 were approved.

MDC EMPLOYEE BENEFITS REVIEW AND RELATED COLLECTIVE BARGAINING ISSUES – PRESENTATION BY LOCKTON COMPANIES – Report 4.**EXECUTIVE SESSION**

At 4:32 p.m., Chairman Taylor requested an executive session for the purpose of discussing the MDC Employee Benefits Review and Related Collective Bargaining Issues.

On motion made by Commissioner Reichin and duly seconded, the Personnel, Pension and Insurance Committee entered into executive session for the purpose of discussing the MDC Employee Benefits Review and Related Collective Bargaining Issues.

Those in attendance during the executive session were as follows:

Commissioners Daniel Camilliere, Timothy Curtis, William A. DiBella, John Grottole, Maureen Magnan, J. Lawrence Price, Albert F. Reichin, Pasquale J. Salemi, Raymond Sweezy, Alvin E. Taylor, Joseph Verrengia, Attorneys R. Bartley Halloran, Christopher R. Stone, Messrs. Charles P. Sheehan, Robert E. Moore, Scott W. Jellison, John M. Zinzarella, Robert Zaik, Patricia Speicher-Werbner, Lockton Representatives Tim Hasselman, Deb Testa, Ted Pizzo and Amanda Reichenbach.

RECONVENE

At 7:31 p.m., Chairman Taylor requested to come out of executive session and on motion made by Commissioner Salemi and duly seconded, the Personnel, Pension and Insurance Committee came out of executive session and reconvened. The following action was taken:

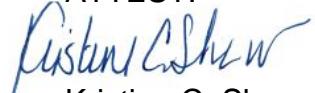
On motion made by Commissioner Magnan and duly seconded, the Personnel, Pension & Insurance Committee recommended a potential retirement incentive to the District Board by majority vote of those present.

Commissioner Verrengia voted no.

ADJOURNMENT

The meeting was adjourned at 7:32 p.m.

ATTEST:



Kristine C. Shaw
District Clerk

December 6, 2010

Date Approved

Special Meeting
PERSONNEL, PENSION AND INSURANCE COMMITTEE
The Metropolitan District
555 Main Street, Hartford
Thursday, November 4, 2010

Present: Commissioners Daniel Camilliere, John Grottole, Maureen Magnan, J. Lawrence Price, Albert F. Reichin, Raymond Sweezy, Alvin E. Taylor and Joseph Verrengia (8)

Absent: Commissioners Timothy Curtis, Joseph Klett, Trude H. Mero and Pasquale J. Salemi (4)

Also Present: Charles P. Sheehan, Chief Executive Officer
Scott W. Jellison, Chief Operating Officer
John M. Zinarella, Chief Financial Officer
R. Bartley Halloran, District Counsel
Kristine C. Shaw, District Clerk
Patricia Speicher Werbner, Director of Human Resources
George Scurlock, SLBE Program Administrator
Stanley Pokora, Manager of Treasury
Kerry E. Martin, Assistant to the Chief Executive Officer
Linda R. Foster, Executive Assistant
Richard H. Goldstein, Attorney, McElroy, Deutsch, Mulvaney & Carpenter/PH, LLP

CALL TO ORDER

Chairman Taylor called the meeting to order at 5:01p.m.

PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS

No one from the public appeared to be heard.

ADOPTION OF THIRD PARTY VENDOR TO ADMINISTER FLEXIBLE SPENDING ACCOUNTS – REPORT 3.

To: Personnel, Pension & Insurance Committee November 4, 2010

WHEREAS, The Metropolitan District (the “Employer”) has established a medical and dependent care flexible spending accounts (“FSAs”) for the benefit of its employees; and

WHEREAS, The Metropolitan District is contemplating changing its third party administrator from Wells Fargo to EBS/Atlanta to administer the FSAs; and

WHEREAS, it is desirable that the District select EBS/Atlanta to act as the third party administrator of the FSAs established by the Employer.

NOW, THEREFORE, BE IT

RECOMMENDED, That the Personnel, Pension & Insurance Committee recommend to the District Board passage of the following resolution.

RESOLVED: That an Administrative Services Agreement between the District and EBS relating to the FSAs be established by the Employer. It is recognized that this vendor may change provided that such change be in the best interest of the District and other modifications that are determined by counsel for the District to be necessary or desirable to effectuate the intention thereof; and further

RESOLVED: That the Chief Executive Officer of the District or any other officer designated by him be, and each of them hereby is, authorized and empowered, for and on behalf of the Employer, to execute future Administrative Services Agreement(s) for the FSAs, and to take any and all other actions which may be necessary or desirable to effectuate the intention of the foregoing resolution.

Respectfully submitted,

Charles P. Sheehan
Chief Executive Officer

On motion made by Commissioner Reichin and duly seconded, the report was received and the resolution recommended to the District Board by unanimous vote of those present.

Chairman Taylor asked:

“I just want to make sure that if we want to change, basically the party who’s going to administer the FSA, will we always have to come back to PP&I, or are we leaving it to the discretion of the CEO and all they would do is just come back and give us notice and maybe answer some questions concerning things like rates?”

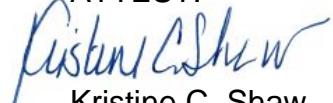
Ms. Speicher Werbner responded:

“Correct, I think the way the resolution is designed, that that is exactly how it would be.”

ADJOURNMENT

The meeting was adjourned at 5:09 p.m.

ATTEST:



Kristine C. Shaw
District Clerk

December 6, 2010

Date Approved

Special Meeting
PERSONNEL, PENSION AND INSURANCE COMMITTEE
The Metropolitan District
555 Main Street, Hartford
Monday, November 8, 2010

Present: Commissioners Daniel Camilliere, William A. DiBella, John Grottoli, J. Lawrence Price, Pasquale J. Salemi, Raymond Sweezy, Alvin E. Taylor and Joseph Verrengia (8)

Absent: Commissioners Timothy Curtis, Joseph Klett, Maureen Magnan, Trude H. Mero and Albert F. Reichin (5)

Also Present: Charles P. Sheehan, Chief Executive Officer
Robert E. Moore, Chief Administrative Officer
Scott W. Jellison, Chief Operating Officer
John M. Zinzarella, Chief Financial Officer
R. Bartley Halloran, District Counsel
Kristine C. Shaw, District Clerk
Patricia Speicher Werbner, Director of Human Resources
Jay Wesley, Manager of Procurement
George Scurlock, SLBE Program Administrator
Stanley Pokora, Manager of Treasury
Kerry E. Martin, Assistant to the Chief Executive Officer
Linda R. Foster, Executive Assistant
David Lee, Dahab Associates
Richard H. Goldstein, Attorney, McElroy, Deutsch, Mulvaney & Carpenter/PH, LLP

CALL TO ORDER

Chairman Taylor called the meeting to order at 4:01 p.m.

ROLL CALL AND QUORUM

The District Clerk informed the Chairman that there was not a quorum present. Chairman Taylor said there would be no action taken and they would proceed with the presentation from Dahab Associates.

Commissioner Pasquale J. Salemi arrived at 4:09 p.m. and the District Clerk informed the Chairman that a quorum of the Personnel, Pension and Insurance Committee was present and the meeting was declared a legal meeting of The Metropolitan District of Hartford County, Connecticut.

PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS

No one from the public appeared to be heard.

QUARTERLY REPORT FROM PENSION INVESTMENT ADVISOR – DAHAB ASSOCIATES – REPORT 3.

John Zinzarella, Chief Financial Officer, introduced David Lee from Dahab Associates and Mr. Lee reviewed the Performance Review – September 2010 and the Asset Allocation Study with the Committee members. [Copies of the reports are maintained in the Office of the District Clerk.]

Chairman Taylor made the following comments:

“We’re not taking any official action. We’re just basically going to have to revisit this and then we’re going to have to have a fairly intensive discussion as to what are the mid levels that we’re going to want to fall in if we’re going to go with real estate and small cap and emerging markets. I think what we are going to need in the meantime, is to get as much information as we can from our professionals, and then have a discussion among ourselves and then bounce what we are thinking off of them and make a decision. We will then decide and go to the Board for its look and approval. I would imagine that we should probably plan on taking this kind of action sometime within the first quarter of next year.”

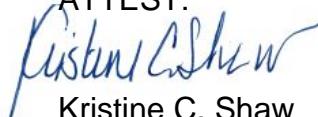
Mr. Sheehan, Chief Executive Officer, made the following comments:

“The report should be received tonight and questions should be fed back through John Zinzarella. Any revisions of the analysis, based on questions or performance, should be fed back through John to the professionals. Prior to the next meeting we will feed back that analysis with professionals here so that when you’re comfortable that you’ve had the information and had ample time to look at it, digest it, we’ll have to Dahab Associates back to present again and we will then either make a decision at that time or figure out next steps in the process. So I think the objective this evening is to receive the report and begin that feedback process through John with regard to questions, alternatives analysis that may not be considered here, and/or additional questions based on analysis as it’s presented.”

ADJOURNMENT

The meeting was adjourned at 5:14 p.m.

ATTEST:


Kristine C. Shaw
District Clerk

December 6, 2010

Date Approved

SPECIAL MEETING
PERSONNEL, PENSION AND INSURANCE COMMITTEE
The Metropolitan District
555 Main Street, Hartford
Monday, December 6, 2010

Present: Commissioners Daniel Camilliere, Timothy Curtis, John Grottole, Maureen Magnan, Trude H. Mero, J. Lawrence Price, Albert F. Reichin, Pasquale J. Salemi, Raymond Sweezy, Alvin E. Taylor, Joseph Verrengia and District Chairman William A. DiBella (12)

Absent: Commissioners Joseph Klett (1)

Also

Present: Charles P. Sheehan, Chief Executive Officer
Robert E. Moore, Chief Administrative Officer
Scott W. Jellison, Chief Operating Officer
John M. Zinarella, Chief Financial Officer
R. Bartley Halloran, District Counsel
Christopher R. Stone, Assistant District Counsel
Kristine C. Shaw, District Clerk
Louise Guarnaccia, Program Controls Manager
George Scurlock, SLBE Program Administrator
Robert Constable, Manager of Budgeting and Analysis
Carol Fitzgerald, Manager of Financial Control
Stanley J. Pokora, Manager of Treasury
Lebert Thomas, Manager of Engineering & Planning
Kerry E. Martin, Assistant to the Chief Executive Officer
Cynthia A. Nadolny, Executive Assistant
John Joyner, President, Management Advisory Services, Infrastructure Management Group (IMG),
Jack McGuiness, Consultant, Infrastructure Management Group (IMG)
Brian A. Renstrom, Partner, Blum Shapiro Business Consulting
Richard H. Goldstein, Attorney, McElroy, Deutsch, Mulvaney & Carpenter/PH, LLP

CALL TO ORDER

Chairman Taylor called the meeting to order at 3:45 p.m.

ROLL CALL AND QUORUM

The District Clerk informed Chairman Taylor that a quorum of the Personnel, Pension and Insurance Committee was present, and the meeting was declared a legal meeting of The Metropolitan District of Hartford County, Connecticut.

PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS

No one from the public appeared to be heard.

APPROVAL OF MINUTES

On motion made by Commissioner Reichin and duly seconded, the meeting minutes of October 27, 2010, November 4, 2010 and November 8, 2010 were approved.

Commissioner Mero abstained.

RFP 268 ADOPTION OF CUSTODIAL TRUSTEE - MDC PENSION RETIREMENT TRUST FUND – REPORT 4.

To: Personnel Pension and Insurance Committee for consideration on December 6, 2010

At the direction of the Chairman of the Personnel, Pension and Insurance Committee, a sub-committee was appointed and charged to interview three finalists for Custodial Trustee for the MDC Pension Retirement Trust Fund and make a recommendation for awarding the contract.

As a result of conducting interviews with the three finalists and scoring each firm based upon their presentations and fee proposals, it is the recommendation of the sub-committee that **Comerica Bank Inc.** be awarded the contract to represent the MDC Pension Retirement Trust Fund in the capacity of Custodial Trustee.

At this time, it is **recommended** that the Personnel, Pension and Insurance Committee take action on this matter:

Voted: That the Chief Executive Officer of The Metropolitan District be authorized to enter into an agreement with Comerica Bank Inc. for Custodial Trustee of the MDC Pension Retirement Trust Fund for a period of three (3) years.

Respectfully submitted,

Charles P. Sheehan
Chief Executive Officer

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

IN FURTHERANCE OF THE FISCAL YEAR 2011 BUDGET, CONSIDERATION OF, AND POTENTIAL ACTION ON, REALIGNMENT AND REORGANIZATION OF MANAGEMENT AND ORGANIZATION STRUCTURE – REPORT 5.

Chairman Taylor made the following statement:

“Fiscal year 2011 budget incorporates specifically by narrative and stated reductions in expenditures for employee benefits the terms of the retirement incentive Memorandum of Understanding (MOU) recommended by this Committee about a month ago.”

Jack McGuiness and John Joyner of IMG made a presentation to the Personnel, Pension and Insurance Committee. After a discussion, the Committee voted on the following:

On motion made by Commissioner Reichin and duly seconded, the report was received and the “MDC-New Organizational Chart” was recommended to the District Board by unanimous vote of those present.

ADJOURNMENT

The meeting was adjourned at 4:37 p.m.

ATTEST:


Kristine C. Shaw
District Clerk

February 7, 2011

Date Approved

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To

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