

Thomas M. Bowes
President
District 3

Shannon L. Hume
At Large

CHARLES B. Ryan
At Large

CHARLES C. Kokoros
District 1

JOHN C. MULLANEY
District 2



Sean E. Powers
Vice President
At Large

Stephen C. O'Brien
District 4

Michael J. Owens
District 5

PAUL "DAN" CLIFFORD
District 6

OFFICE OF THE TOWN COUNCIL

- AGENDA -

June 16, 2015 • Horace T. Cahill Auditorium, Town Hall • Starting Time: 7:30_{PM}

PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE

ANNOUNCEMENTS

- 037 15 Council President: Recognition: Project Prove (pizza party)
- 031 15 Councilor Powers: Pizza Palooza, June 25th BHS
- 017 15 375th Celebration – Step Up To The Plate, June 28th

APPROVAL OF MINUTES

- June 2, 2015

CORRESPONDENCE

CITIZEN CONCERNS/COUNCIL RESPONSE

- 035 15 Jean Healey – Propose the Town create a flag to those serving in the Military

COMMUNICATIONS AND REPORTS FROM THE MAYOR AND TOWN BOARDS

- 022 15 Council President: Discussion: DPW - Snow & Ice

OLD BUSINESS

- 15 021 Mayor: Supplemental Appropriations #4 or take up any action relative thereto (**public hearing**)

NEW BUSINESS

Refer to the Committee on the Department of Public Works

- 15 022 National Grid Petition: 52 Victoria Avenue or take up any action relative thereto

Refer to the Committee on Ways & Means

- 15 023 Mayor: Request for Ratification FY2015 Bonding Authorization 15 002 and 15 003 or take up any action relative thereto
- 15 024 Mayor: Six Capital Article Requests or take up any action relative thereto
- 15 025 Mayor: Establishment of OPEB Trust or take up any action relative thereto
- 020 15 BELD: Watson 3 Development or take up any action relative thereto

Topics the Chair does not reasonably anticipate will be discussed

UPCOMING MEETINGS:

Committee on Ways & Means - **TUESDAY, JULY 14, 2015@ 6:30pm**

Next Council Meeting - **TUESDAY, JULY 14, 2015@ 7:30pm**

ADJOURNMENT



Thomas M. Bowes
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OFFICE OF THE TOWN COUNCIL

June 2, 2015

MINUTES

A meeting of the Town Council was held in the Horace T. Cahill Auditorium, Braintree Town Hall, on Tuesday, June 2, 2015 beginning at 7:32p.m.

Council President Bowes was in the chair.

The Clerk of the Council conducted the roll call.

Present: Thomas Bowes, President
Sean Powers, Vice President
Paul Dan Clifford
Charles Kokoros
Shannon Hume
John Mullaney
Stephen C. O'Brien
Michael Owens
Charles Ryan

Also Present: Michael Coughlin, Chief of Staff
Christine Stickney, Director Planning & Community Development
James O'Brien, Fire Chief
Kevin MacAleese, Lieutenant
Fred Viola, Firefighter
Robyn LaFrance, Services Coordinator Mayor's office
Brewster Ambulance
Mike Wilcox, South Shore Chamber of Commerce

APPROVAL OF MINUTES

• May 26, 2015

Motion: by Councilor Powers to approve minutes of May 26, 2015

Second: by Councilor Kokoros

Vote: For (9), Against (0), Absent (0), Abstain (0)

COMMUNICATIONS AND REPORTS FROM THE MAYOR AND TOWN BOARDS

- **032 15 Report: Chief O'Brien – Narcan Report**

Recognition Certificates for Lieutenant Kevin MacAleese, Firefighter Fred Viola and Robyn LaFrance for their continued dedication and efforts with the NARCAN program. It was stated NARCAN has been administered 59 times with 56 reverses. Fred Viola mentioned there is a Smart 911 App you can put on your phone so when you call 911 they have your medical information ahead of time. Brewster Ambulance was being praised for their commitment to Braintree.

OLD BUSINESS

- **15 018 Mayor: Disposition of Property – Allen Street or take up any action relative thereto (PUBLIC HEARING)**

Motion by Councilor Powers to Open Public Hearing

Motion: by Councilor Powers

Second: by Councilor Kokoros

Vote: For (9), Against (0), Absent (0)

Committee on Ways & Means Report from Chairman Mullaney stated the Committee recommends favorable action on Council Order 15 018.

Council President Bowes asked if any other member of the Council or anyone from the public would like to speak on the issue at hand.

Mike Coughlin, Chief of Staff, and Christine Stickney, Director Planning & Community Development addressed the Committee on Ways & Means about the potential redevelopment of this site. Christine Stickney noted they are hoping for a Transient Oriented Development.

Councilor O'Brien stated I am vocal to over-building. I will rise in support of this but I have a lot of questions. Also, I question "to authorize the Mayor to execute any documents necessary to carry out this motion."

Lee Dingee spoke on behalf of the East Braintree Civic Association. We are in favor to have this go to the Mayor's office and have an RFP sent out. You have got to move forward.

David Oliver, resident came forward to question if the Town has control over what is being built.

David Gamble, Architect from Cambridge stated he has been working on this project since 2010 when Christine Stickney asked him to determine what are the possible uses for this area to meet the goals of the Town.

Motion by Councilor Powers to Close Public Hearing

Motion: by Councilor Powers

Second: by Councilor Kokoros

Vote: For (9), Against (0), Absent (0)

The following Motion was read by Councilor Powers:

Pursuant to General Laws Chapter 30B, Section 16 and General Laws Chapter 40, Section 15, to transfer the care, custody and control of certain parcels of land located off Allen Street, commonly referred to as the former Braintree Electric Light site, as shown on Braintree Assessors' Map No. 3004 as plots 7, 8, and 9 consisting of 1.6 acres, more or less, from the Mayor and held for general municipal purposes to the Mayor for the purposes of selling said parcel, and further, to authorize the Mayor to dispose of said parcel by sale, under the terms and conditions deemed favorable to the Town by the Mayor, and further, to authorize the Mayor to execute any documents necessary to carry out this motion.

Motion: by Councilor Powers to approved Council Order 15 018

Second: by Councilor Kokoros

Vote: For (4), Against (0), Absent (0)

Councilor O'Brien stated we have a lot going on and need to control it. We are responsible for policy making. We should be shown we have a strategic plan for the future. I agreed to Council Order 15 018 with some pause. I would like two things to be considered: First, prior to the final RFP this body should have a preview of the plan for discussion. Second, with the assessment of \$1.925 million the money should be used for the overall needs of the Town.

NEW BUSINESS

• **033 15 Council President: Discussion – Town Auditor**

Council President Bowes stated Eric Kinsherf, Town Auditor has resigned and is moving on. Eric will meet with Susan Cimino, Clerk of the Council to go over any outstanding reports he was working on.

Councilor Kokoros made a motion to send this item to the Committee on Ways & Means and have them review for recommendations on what to do with this position.

Motion: by Councilor Kokoros to approved Council Order 15 018

Second: by Councilor Clifford

Vote: For (4), Against (0), Absent (0)

Committee on the Department of Public Works

• **15 012 National Grid Petition: Harbor Villa Avenue – WITHDRAWN per National Grid**

• **15 013 National Grid Petition: King Hill Road – WITHDRAWN per National Grid**

Chairman Charlie Ryan stated National Grid decided to withdraw their petitions for Harbor Villa Avenue and King Hill Road noting the work on gas liners were not emergencies and they did not want to reconstruct the roads as specified by Braintree. They might just wait until after the moratorium is up in 2016.

ADJOURNMENT

It was unanimously voted to adjourn the meeting at 9:20 p.m.

Respectfully submitted,
Susan M. Cimino
Clerk of the Council

Documents provided for Meeting

- May 26, 2015 Council Meeting Minutes
- 15 018 Mayor: Disposition of Property – Allen Street or take up any action relative thereto



"Step up to the Plate" **Braintree 375th Celebration**

Who: Town Officials, Town Employees & Braintree Sports Community
(Men & Women of all ages)
are invited to play for the "Sunset Lakers or the Cannon Balls"

What: First annual Old Fashioned Exhibition Baseball Game in
honor of Braintree's 375th Anniversary Celebration!

Where: French's Common, Braintree Massachusetts

When: Sunday, June 28th, 1:00 PM

www.braintree375.org

Play in our game and you will have the distinct honor of playing in Braintree's very first annual Old Fashioned Baseball Game. Be the first to sport the new uniforms that showcase the newly created teams, the "Sunset Lakers" and the "Cannon Balls".

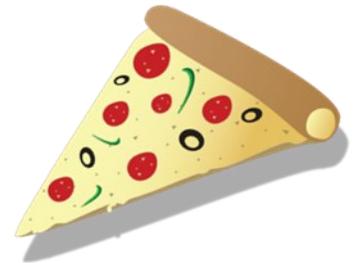
Uniforms are provided and period rules & regulations will be taught. Please email Diana & Christine with your commitment or questions DEADLINE Wednesday JUNE 17th !!!!!!!

braintreehistoricalevents@gmail.com

BRAINTREE'S BEST PIZZA COMPETITION PIZZA PALOOZA

JUNE 25, 2015

5:00 PM – 8:00 PM



BRAINTREE HIGH SCHOOL, BRAINTREE

ROUND THREE!

Don't miss this fun and exciting event brought to you by the
Braintree Chamber of Commerce...

THE THIRD ANNUAL PIZZA PALOOZA

Local restaurants and pizza establishments will go head-to-head in a



PIZZA SHOWDOWN

to be declared the

BRAINTREE'S BEST PIZZA

Ticket prices are **\$10 per person / \$25 per family** and
will benefit the Braintree 4th of July Celebration.

Sponsored by:

Braintree Cooperative Bank

Liberty Bay Credit Union - The Murphy Insurance Group - Toyota of Braintree

Saluting your service and commitment to our country



With grateful appreciation, the townspeople of Hingham

#15-021



Office of the Mayor
One JFK Memorial Drive
Braintree, Massachusetts 02184

RECEIVED TOWN CLERK
BRAintree, MA

2015 MAY 22 PM 12:55

Joseph C. Sullivan
Mayor

781-794-8100

To: Thomas M. Bowes, President of the Council
Susan Cimino, Clerk of the Council
James Casey, Town Clerk

Cc: Michael Coughlin, Chief of Staff and Director of Operations
Edward Spellman, Director of Municipal Finance

From: Joseph C. Sullivan, Mayor

JCS

Date: May 21, 2015

RE: Fiscal Year 2015 - Supplemental Appropriations (#4)

In our end-of-year review for Fiscal Year 2015, we have identified certain departments that require supplemental funds to complete operations to the end of the fiscal year, June 30, 2015.

I take this opportunity to submit this request for additional funds and to provide related information in support of this request. Your consideration and approval is requested.

The first item is from the DPW Recreation and Communities Events program, to request supplemental funds for Braintree's annual the July 4th parade. Specifically the Department has requested a supplemental appropriation of \$10,000 to support the full complement of organized activities including the parade itself.

The second item, from the DPW Highway Department for additional overtime funds in the amount of \$12,000. This overtime account will fall short of funds due to a drain project on Linda Road, and unanticipated work necessary to clean up from a rain and wind storm in the fall, and due to additional line painting.

The third item, from the Police Department is a request to move funds from the Building Maintenance program to the Equipment Maintenance program gasoline line to cover higher than anticipated gasoline expenses for the balance of the fiscal year.

The fourth item is from the Law Department seeking \$16,100 to settle two property damage claims. One claim to resolve basement and water damage on Sun Valley Drive and the second claim to resolve vehicle damage with a resident on Hill View Ave. The Town seeks to settle these claims to avoid unnecessary and additional expenses of litigation.

The fifth item is to correct a budget coding error in the Water/Sewer Enterprise Fund. Specifically, to correctly identify a debt principal payment entry that had been incorrectly coded as an interest payment. This will correct the line items in this year's budget and allow for better historical accounting records for the principal and interest on both bonds and interest.

Accordingly, your review and approval of the following motions are requested:

1. Department of Public Works – Recreation and Community Events

MOTION: That the sum of \$10,000 be transferred from the DPW Department-Capital / Program 69-Capital / Electric Vehicle account to the DPW Department / Program-015 Recreation and Communities Events program / July 4th Parade Festivities account.

2. Department of Public Works – Highway

MOTION: That the sum of \$12,000 be transferred from the DPW Department-Capital / Program 69-Capital / Electric Vehicle account to the DPW Department / Program-06 Highway program / Overtime account.

3. Police

MOTION: That the sum of \$30,000 be transferred from the Police Department/ Program-02 Building Maintenance program/ Equipment Maintenance account to the Police Department/ Program-03 Equipment Maintenance program/ Gasoline account.

4. Law

MOTION: That the sum of \$16,100 be transferred from the Planning and Community Development Department / Program 04 Planning / Zoning Administrator account to the Law Department /Program 01- Administration / Claims Settlements account.

ENTERPRISE FUND TRANSFER

5. Water and Sewer Enterprise

MOTION: That the sum of \$56,100 be transferred from the Water Department / Program 51-Debt Interest/ Bond Interest account to the Water Department / Program-50 Debt Principal / Bond Principal account.

Since these requests involve the appropriation of funds within the Fiscal Year 2015 budget, advertising and a public hearing is required under the sections 2-9 and 6-7 of the Town Charter.



#15-022

Office of the
Board of Assessors

ONE JOHN FITZGERALD KENNEDY MEMORIAL DRIVE

BRAintree, MASSACHUSETTS 02184

TEL: (781) 794-8050 • (781) 794-8056

FAX: (781) 794-8068

DATE: June 9, 2015
APPLICANT: National Grid
OWNER: Brian O'Keefe
Donna O'Keefe
PROPERTY LOCATION: 52 Victoria Ave
MAP AND PLOT: 1028 0 69

RECEIVED TOWN CLERK
BRAintree, MA
2015 JUN - 9 PM 3:29

This is to certify that at the time of submission of this form to the Board of Assessors, the names and addresses of the parties assessed as adjoining owners to the parcel of land shown and described are as written and are the parties according to the records of the Assessors.

Office of the Board of Assessors 

Robert M Cusack
Chairman

Braintree Abutters List

ParcelID	Location	Owner	Co-Owner	Mailing Address	City	State	Zip
1028 0 68	54 VICTORIA AV	ALTIG JOSEPH M		54 VICTORIA AVE	BRAINTREE	MA	02184
1028 0 69	52 VICTORIA AV	O'KEEFE BRIAN	O'KEEFE DONNA J TBYE	52 VICTORIA AVE	BRAINTREE	MA	02184
1028 0 71	32 VICTORIA AV	VU DUC	NGUYEN KIM QUI TBYE	32 VICTORIA AVE	BRAINTREE	MA	02184
1028 0 73	14 FOUNTAIN ST	CHENEY MICHAELA		14 FOUNTAIN ST	BRAINTREE	MA	02184
1028 0 74	15 FOUNTAIN ST	PANSA PASQUALE	PANSA GUISEPPINA	15 FOUNTAIN ST	BRAINTREE	MA	02184
1028 0 76	22 VICTORIA AV	GALLAGHER RUSSELL D	GALLAGHER MARY F TBYE	22 VICTORIA AV	BRAINTREE	MA	02184
1028 0 81	VICTORIA AV	BRAINTREE TOWN OF	LAND LOW VALUE	WASHINGTON ST	BRAINTREE	MA	02184
1028 0 84	7 VICTORIA AV	GARVAN PATRICK J	GARVAN SHEILA B	7 VICTORIA AVE	BRAINTREE	MA	02184
1028 0 86	17 FOUNTAIN ST	LUISI RONALD F	LUISI KERRI B	17 FOUNTAIN ST	BRAINTREE	MA	02184
1028 0 89	18 FOUNTAIN ST	MANGANELLO LUCILLE LE	MANGANELLO JOHN C / ROI	18 FOUNTAIN STREET	BRAINTREE	MA	02184
1028 0 90	47 VICTORIA AV	KUANG ZHEN L	WU ANGELA TBYE	47 VICTORIA AVENUE	BRAINTREE	MA	02184

End of Report

#15 - 022

2015 JUN - 9 PM 3: 29

RECEIVED TOWN CLERK
BRAINTREE, MA

#15-022

RECEIVED TOWN CLERK
BRAintree, MA

2015 JUN -9 PM 3:29

ABUTTER LIST

14 FOUNTAIN ST
15 FOUNTAIN ST
17 FOUNTAIN ST
18 FOUNTAIN ST

Cheney Michael A
Pansa Pasquale
Luisi Ronald F
Manganello Lucille le

14 Fountain St
15 Fountain St
17 Fountain St
18 Fountain Street

Braintree
Braintree
Braintree
Braintree

MA 1028 073
MA 1028 074
MA 086
MA 089

7 VICTORIA AV
22 VICTORIA AV
32 VICTORIA AV
47 VICTORIA AV
52 VICTORIA AV
VICTORIA AV

Garvan Patrick J
Gallagher Russell D
Vu Duc
Comlin Jeffrey J
O'keefe Brian
Braintree Town Of

7 Victoria Ave
22 Victoria Ave
32 Victoria Ave
47 Victoria Ave
52 Victoria Ave
Washington St

Braintree
Braintree
Braintree
Braintree
Braintree
Braintree

MA 1028 084
MA 76
MA 71
MA 90
MA 69
MA 68
MA 81

54 Victoria Ave

PETITION OF NATIONAL GRID FOR GAS MAIN LOCATIONS

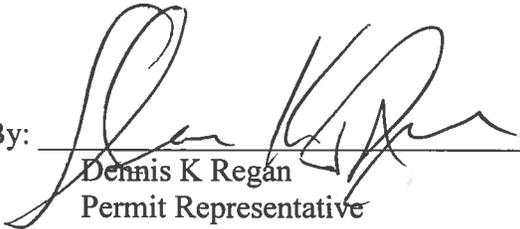
1 5 - 0 2 2

Town of Braintree / Town Council:

The Nationalgrid hereby respectfully requests your consent to the locations of mains as hereinafter described for the transmission and distribution of gas in and under the following public streets, lanes, highways and places of the **Town of Braintree** and of the pipes, valves, governors, manholes and other structures, fixtures and appurtenances designed or intended to protect or operate said mains and accomplish the objects of said Company; and the digging up and opening the ground to lay or place same:

To install and maintain approximately 70 feet more or less of 2 inch gas main in Victoria Ave., Braintree. From the existing 1 ½ inch gas main at house # 47, easterly to house # 52 for a new gas service.

Date: **June 8, 2015**

By: 
Dennis K Regan
Permit Representative

Town of Braintree / Town Council:

IT IS HEREBY ORDERED that the locations of the mains of the Nationalgrid for the transmission and distribution of gas in and under the public streets, lanes, highways and places of the **Town of Braintree** substantially as described in the petition date **June 8, 2015** attached hereto and hereby made a part hereof, and of the pipes, valves, governors, manholes and other structures, fixtures and appurtenances designed or intended to protect or operate said mains and/or accomplish the objects of said Company, and the digging up and opening the ground to lay or place same, are hereby consented to and approved.

The said Nationalgrid shall comply with all applicable provisions of law and ordinances of the **Town of Braintree** applicable to the enjoyment of said locations and rights.

Date this _____ day of _____, 20____.

I hereby certify that the foregoing order was duly adopted by the _____ of the City of _____, MA on the _____ day of _____, 20____.

By: _____

Title

MN # 144-8502-1010420

**RETURN ORIGINAL TO THE PERMIT SECTION
NATIONAL GRID
40 SYLVAN RD, WALTHAM, MA 02451
RETAIN DUPLICATE FOR YOUR RECORDS**

RECEIVED TOWN CLERK
BRAINTREE, MA
2015 JUN - 9 PM 3: 29

Edward J. Spellman, Jr.
Director of Finance

RECEIVED TOWN CLERK
BRAINTREE, MA
2015 JUN 12 AM 10:41



Joseph C. Sullivan
Mayor

TOWN OF BRAintree
DEPARTMENT OF MUNICIPAL FINANCE
One JFK Memorial Drive, Braintree, MA 02184
Tel: 781-794-8035 Fax: 781-794-8181

To: Thomas M. Bowes, President of the Council
Clerk of the Council
Town Clerk

Cc: Joseph C. Sullivan, Mayor
Michael Coughlin, Chief of Staff and Director of Operations

From: Edward Spellman,  Director of Municipal Finance

RECEIVED TOWN CLERK
BRAINTREE, MA
2015 JUN 12 AM 10:43

Date: June 1, 2015

RE: Request for Ratification – FY2015 Bonding Authorization 15-002 and 15-003

On February 5, 2015 the Town Council voted unanimously to approve two bonding orders #15-002 and #15-003. At that meeting the five members present voted unanimously (5 – 0) to approve the orders. Four members were absent from that Council meeting.

Our Bond Council has ruled the two thirds requirement to approve a bonding authorization is 2/3 of the full council or six members. Accordingly we are asking that the Town Council ratify, the two votes taken back on February 5, 2015, Council Order 15-002 and Council Order 15-003.

Your review and ratification of the previously passed CO 15 002 and CO 15 003 is requested.

As this request involves a loan authorization, advertising and a public hearing is required under Sections 2-9 and 6-7 of the Town Charter.

IN TOWN COUNCIL

ORDERED:

Ordered, that Order No. 15 002 of this council adopted on February 5, 2015, which order provided as follows:

That the Town of Braintree appropriates the sum of Four Million Six Hundred-Fifty-Five Thousand Dollars (\$4,655,000) to pay costs of the following capital projects:

<u>PROJECT</u>	<u>AMOUNT</u>	<u>AUTHORIZING STATUTE</u>
• Roadway Resurfacing	\$1,135,000	Ch. 44, s. 7(5)
• Roadway Resurfacing	\$ 365,000	Ch. 44, s. 7(6)
• Police Building Improvements	\$ 124,000	Ch. 44, s. 7(3A)
• Fire Station East Braintree Renovations	\$ 400,000	Ch. 44, s. 7(3A)
• Fire Station Headquarters Renovations	\$ 425,000	Ch. 44, s. 7(3A)
• School Projects and Building Renovations	\$ 700,000	Ch. 44, s 7(3A)
• DPW Building Renovations	\$ 166,000	Ch. 44, s. 7(3A)
• DPW Facilities Yard Building repairs	\$ 40,000	Ch. 44, s 7(3A)
• DPW Facilities Smith Bathhouse repairs	\$ 40,000	Ch. 44, s 7(3A)
• Daugherty Gym Elevator Addition	\$ 150,000	Ch. 44, s 7(3A)
• DPW Cemetery Vehicles	\$ 70,000	Ch. 44, s 7(9)
• DPW Highway Equip. Truck & Sander	\$ 215,000	Ch. 44, s 7(9)
• DPW Recreation Golf Pump House	\$ 120,000	Ch. 44, s 7(3A)
• Elder Affairs Addition	\$ 705,000	Ch. 44, s 7(3)

and for the payment of all other costs incidental and related thereto; that the amounts indicated above for each project are estimates and that the Mayor may allocate more funds to any one or more of such projects, and less to others, so long as, in the judgement of the Mayor, each of the projects described above can be completed within the total appropriation made by this Order; that to meet this appropriation, the Treasurer, with the approval of the Mayor, is authorized to borrow said amount under and pursuant to the authorizing statutes described above, or pursuant to any other enabling authority, and to issue bonds or notes of the Town therefor.

is hereby ratified, approved and confirmed in all respects.

TOWN OF BRAINTREE, MASSACHUSETTS

IN TOWN COUNCIL

ORDERED:

Ordered, that Order No. 15 003 (1) of this council adopted on February 5, 2015,

which order provided as follows:

That the Town of Braintree appropriates the sum of Three Million Dollars (\$3,000,000) to pay costs of Town-wide water distribution system improvements, and for the payment of all other costs incidental and related thereto and that to meet this appropriation, the Treasurer, with the approval of the Mayor, is authorized to borrow said amount under and pursuant to Chapter 44, Section 8 of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the Town therefor.

is hereby ratified, approved and confirmed in all respects.

IN TOWN COUNCIL

ORDERED:

Ordered, that Order No. 15 003 (2) of this council adopted on February 5, 2015,

which order provided as follows:

That the Town of Braintree appropriates the sum of One Million Five Hundred Twenty Thousand Dollars (\$1,520,000) to pay costs of wastewater system rehabilitation projects, and for the payment of all other costs incidental and related thereto and that to meet this appropriation, the Treasurer, with the approval of the Mayor, is authorized to borrow said amount under and pursuant to Chapter 44, Section 7(1) of the General Laws, or pursuant to any other enabling authority and to issue bonds or notes of the Town therefor.

is hereby ratified, approved and confirmed in all respects.

IN TOWN COUNCIL

ORDERED:

Ordered, that Order No. 15 003 (3) of this council adopted on February 5, 2015,

which order provided as follows:

That the Town of Braintree appropriates the sum of Three Hundred Thousand Dollars (\$300,000) to pay costs of the following capital projects:

<u>Project</u>	<u>Amount</u>	<u>Authorizing Statute</u>
Surry Lane Pump Station	\$300,000	Ch 44, s 7(9)

and for the payment of all other costs incidental and related thereto; that to meet this appropriation, the Treasurer, with the approval of the Mayor, is authorized to borrow said amount under and pursuant to the authorizing statutes described above, or pursuant to any other enabling authority, and to issue bonds or notes of the Town therefor.

is hereby ratified, approved and confirmed in all respects.

IN TOWN COUNCIL

ORDERED:

Ordered, that Order No. 15 003 (4) of this council adopted on February 5, 2015,

which order provided as follows:

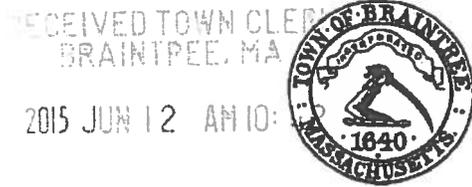
That the Town of Braintree appropriates the sum of Two Hundred Forty-Nine Thousand Dollars (\$249,000) to pay costs of the following capital projects:

<u>Project</u>	<u>Amount</u>	<u>Authorizing Statute</u>
Fairway Mower	\$100,000	Ch. 44, s 7(9)
Sprayer Fertilizer & Pesticide	\$54,000	Ch. 44, s 7(9)
Rough Mower	\$65,000	Ch. 44, s 7(9)
Clubhouse Deck repairs	\$30,000	Ch. 44, s 7(3A)

and for the payment of all other costs incidental and related thereto; that the amounts indicated above for each project are estimates and that the Mayor may allocate more funds to any one or more of such projects, and less to others, so long as, in the judgment of the Mayor, each of the projects described above can be completed within the total appropriation made by this Order; that to meet this appropriation, the Treasurer, with the approval of the Mayor, is authorized to borrow said amount under and pursuant to the authorizing statutes described above, or pursuant to any other enabling authority, and to issue bonds or notes of the Town therefor.

is hereby ratified, approved and confirmed in all respects.

Edward J. Spellman, Jr.
Director of Finance



Joseph C. Sullivan
Mayor

TOWN OF BRAINTREE
DEPARTMENT OF MUNICIPAL FINANCE
One JFK Memorial Drive, Braintree, MA 02184
Tel: 781-794-8035 Fax: 781-794-8181

To: Thomas M. Bowes, President of the Council
Susan Cimino, Clerk of the Council
James Casey, Town Clerk

Cc: Joseph C. Sullivan, Mayor
Michael Coughlin, Chief of Staff and Director of Operations

From: Edward Spellman,  Director of Municipal Finance

Date: June 8, 2015

Re: Six Capital Article Requests

We are forwarding the following bonding article requests for your review and consideration. Specifically we seek to:

- 1) Rescind several existing bond authorizations, no longer needed for the purposes for which they were initially approved
- 2) Appropriate and authorize bonding for improvements to the Braintree High School irrigation system
- 3) Transfer of unexpended funds from High School carpet replacement to High School bathroom renovations
- 4) Authorize Bond Refunding to reduce interest rates on existing bonds
- 5) East Middle School feasibility study
- 6) Re-designate the purpose of a fire capital expenditure for a Forestry truck to the purchase of a Hazmat vehicle.

The first request is to rescind three bond authorizations that are no longer needed. We have three projects whose costs had been authorized to be borrowed but which are no longer needed. One is a remaining balance of a trash and recycling cart authorization, the second is an authorization to replace a swimming platform at Sunset Lake and the third was an authorization for the Hollingsworth playground reconstruction.

The cart and playground projects have been completed and we no longer need the unexpended authorizations to remain on our books. The swimming platform authorization is discussed in item number two below. The playground project was paid for by a combination of a 75% State Grant and 25% from an appropriation of Community Preservation Act funds.

These projects are noted on the attached list with a (R) in the column titled rescind completed or unneeded authorization. To clean up the towns authorized and unissued debt schedules for this and future disclosure statements we are requesting that you vote to rescind these three unnecessary bond authorizations.

A bond authorization requires a 2/3 vote to approve. To rescind bond authorizations requires only a simple majority.

The second request is from the DPW. The DPW requests that a previous bond authorization to replace a swimming platform at Sunset Lake be repurposed to fund improvements of the High School irrigation system. The Town has decided not to replace the platforms because once they were removed an unintended benefit occurred. The Lake had been plagued with the problem of geese landing on the platform and causing water quality problems for the swimmers and neighbors. With the platform gone there was nowhere for the geese to land which has improved the Lake's water quality.

In lieu of the platform the DPW seeks to repurpose the \$40,000 bond authorization to be used to make improvements to the high school field irrigation system.

The third request is regarding the transfer unexpended funds originally appropriated and borrowed to pay costs of Braintree High School carpet replacements. The project has been completed and that no further financial liability remains. These funds will be transferred to the Braintree High School bathroom renovation account for which renovations are ongoing.

The fourth request is an authorization to allow the Treasurer to be allowed to refund any previously issued bonds that meet the refunding criteria and will save the town money by reducing the interest rates on existing bonds. This motion will give the town the authorization to refund any prior authorized bonds. You may recall that you approved a similar article back in FY 2010 some five years ago. Generally, bonds when issued contain a no call provision for the first ten years and bond issues years 11-30 normally contain a call provision at the option of the issuer. This can occur when interest rates are falling and provide a savings.

The fifth request is for an additional \$130,000 to the East Middle school feasibility study. You may recall that back in March of 2014 the Town Council approved CO 14-008 for \$300,000 to pay the costs for the feasibility study for extraordinary repairs to the East Middle School. Originally we believed that the \$300,000 was sufficient to cover the hiring of the Owners Project Manager (OPM) and the architect to prepare the preliminary plan design and original cost estimates for the East Middle School Project. These steps are required to move forward in the MSBA grant approval process. To accomplish these two tasks we require a total of \$430,000. The breakdown is as follows \$105,000 for the owner's project manager and \$325,000 for the architects preliminary design and cost estimate work.

The sixth and final request is from the Fire Department. The Fire Department has notified us that they were able to obtain a part for the 1997 Forestry truck that had previously not been available for the repairs to this vehicle. The Chief has informed me that with the part he believes that the vehicle will last a number of additional years. Based on this development the Chief has requested approval to re-designate the \$39,780 capital vehicle replacement to the purchase of a new Hazmat vehicle. The current vehicle was previously gifted to the department as a utility vehicle and was never properly designed or outfitted to deal with today's hazmat needs of the Fire Department.

The original vote for a Fire Department truck was general enough to cover either purpose, however, we wanted to come before the Council to specifically explain this development and make you aware of the change in type of vehicle. The original vote has been copied to the Council.

Going forward we will work closely with the fire department to make sure that all capital items, including vehicles, are included in the five year capital requests to better meet and project the departments capital needs.

Accordingly, your review and approval of the following orders is requested.

First - To rescind previous bond authorizations

MOTION:

That the Town of Braintree rescinds the following amounts that have been authorized to be borrowed, but which are no longer needed for the purposes for which they were initially approved:

<u>Amount</u>	<u>Approval</u>	<u>CO /STM</u>	<u>Purpose</u>
\$4,000	8/13/2013	13-032	DPW Trash and Recycle Carts
\$40,000	5/13/2014	14-020	DPW Recreation Equipment
<u>\$230,487</u>	8/12/2014	14-049	Hollingsworth playground
<u><u>\$274,487</u></u>			

Second – To approve bond authorization for high school irrigation system

MOTION:

That the Town of Braintree appropriates the sum of Forty Thousand Dollars (\$40,000) to pay costs of improvements to the High School Irrigation System, and for the payment of all other costs incidental and related thereto and that to meet this appropriation, the Treasurer, with the approval of the Mayor, is authorized to borrow said amount under and pursuant to Chapter 44, Section 7(9) of the General Laws, or pursuant to any other enabling authority and to issue bonds or notes of the Town therefor.

Third – To repurpose bond authorization

MOTION:

That in accordance with Chapter 44, Section 20 of the General Laws, the sum of \$44,205.00 is transferred from unexpended amounts originally appropriated and borrowed to pay costs of Braintree High School carpet replacement, which project has been completed and for which no further financial liabilities remain, to pay costs of Braintree High School bathroom renovations.

Fourth - Bond refunding authorization

1 5 - 0 2 4

MOTION:

That in order to reduce interest costs, the Treasurer is authorized to provide for the sale and issuance of refunding bonds under G. L. c. 44, Sec. 21A to refund all or any portion of the remaining principal of and redemption premium and interest on any of the Town's general obligation bonds outstanding as of the date of this vote.

Fifth – East Middle School authorization

MOTION:

That the Town appropriate the amount of One Hundred and Thirty Thousand (\$130,000) Dollars for the purpose of paying costs of for the feasibility study for extraordinary repairs to the East Middle School, located at 305 River Street, Braintree Massachusetts 02184, including the payment of all costs incidental or related thereto, and for which the Town may be eligible for a grant from the Massachusetts School Building Authority (“MSBA”), said amount to be expended under the direction of the School Building Committee. To meet this appropriation the sum of Three Hundred Thousand \$130,000 Dollars be transferred from the Town’s Building Capital Stabilization fund. The Town acknowledges that the MSBA’s grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any costs the Town incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the Town.

A bond authorization requires a 2/3 vote to approval however to rescind an existing bond authorization or to authorize the bond refunding authorizations requires only a simple majority. Since the request involve bond authorizations a public hearing is required under section 2-9 of the Town Charter.

TOWN OF BRAINTREE
 AUTHORIZED AND UNISSUED DEBT
 FOR THE YEAR ENDED JUNE 30, 2015

description	date	council order	legal authorization	original amount	balance 6/30/2014	fy2015 activity	balance 6/30/2015	June 2015 issue	Rescind
Sewer MWRA	5/31/2011	11-0138	C44 or any other enab	1,271,388	1,155,200	(1,155,200)	-		
Town Hall and Water Building	10/24/2005	5 sim	44s7(3A)	1,500,000	850,000		850,000	357,000	
Water treatment Plant Eng.	5/10/2006	30	44s7(22)	300,000	228,000		228,000		
Water Mains	5/10/2006	31	44 s 8 (7a)	100,000	100,000		100,000		
Fire Station Building Repairs	5/21/2013	13-005A	44s 7(3A)	268,000	268,000	-	268,000	268,000	
School Projects	5/21/2013	13-005A	44s 7(3A)	700,000	620,000		620,000	270,000	
School Security Upgrades	5/21/2013	13-005A	44s 7(3A)	279,000	196,000		196,000	164,000	
DPW Engineering Drainage Work	5/21/2013	13-005A	44 s7(9)	180,000	180,000	-	180,000	-	
DPW Building Repairs	5/21/2013	13-005A	44s 7(3A)	107,000	107,000	-	107,000	-	
Water Distribution System	5/21/2013	13-005C	44 s 7+8 or any other	3,500,000	1,382,000		1,382,000	1,382,000	
Sewer MWRA	5/21/2013	13-05B	44s7(1) or any other	738,000	738,000	(594,800)	143,200	(1,750,000)	
DPW Trash and Recycle Carts	8/13/2013	13-032	44 s7(9)	905,000	4,000		4,000	4,000	
Road Projects C44s7(5) FY 2015 Capital	5/13/2014	14-020	44s 7(6)	1,700,000	1,700,000		1,700,000	1,550,000	
Police Station Building Repairs	5/13/2014	14-020	44s 7(3A)	32,000	32,000		32,000	150,000	
Police Station Building Electrical Repairs	5/13/2014	14-020	44s 7(3A)	24,000	24,000		24,000		
School Building Renovation	5/13/2014	14-020	44s 7(3A)	455,000	455,000	(72,000)	201,000		
Daughterly Gym Locker Room Improvements	5/13/2014	14-020	44s 7(3A)	50,000	50,000		50,000		
Daughterly Gym Repairs Ceiling, Windows BEMA	5/13/2014	14-020	44s 7(3A)	300,000	300,000		300,000		
DPW Underground Storage Tank Replacement Golf Coui	5/13/2014	14-020	44 s7(9)	80,000	80,000		80,000		
DPW Cemetery Equipment Dump Truck, Plow & Access	5/13/2014	14-020	44 s7(9)	113,000	113,000		113,000	86,000	
DPW Cemetery Roads	5/13/2014	14-020	44s 7(6)	100,000	100,000		100,000	18,000	
DPW Highway New Mechanic Bay	5/13/2014	14-020	44s 7(3A)	44,000	44,000		44,000		
DPW Highway Equipment Dump Truck, Plow & Accessor	5/13/2014	14-020	44 s7(9)	450,000	450,000		450,000	252,000	
DPW Recreation Equipment Dump Truck, Plow & Access	5/13/2014	14-020	44 s7(9)	65,000	65,000		65,000	40,000	
DPW Playground Equipment	5/13/2014	14-020	44 s7(9)	150,000	150,000		150,000	15,000	
Water System Improvements	5/13/2014	14-019	44 s8	3,000,000	3,000,000		3,000,000	702,000	
Hollingsworth playground	8/12/2014	14-049	44s7(25)	230,487	-	230,487	230,487	230,487	
School Education Technology	11/5/2014	14-064	44s7(28+29)	254,000	-	254,000	254,000	129,000	

authorized

R 4,000

R 40,000

R 230,487

TOWN OF BRAINTREE
 AUTHORIZED AND UNISSUED DEBT
 FOR THE YEAR ENDED JUNE 30, 2015

6/9/2015

	description	date	council order	legal authorization	original amount	balance 6/30/2014	fy2015 activity	balance 6/30/2015	June 2015 issue	Enclosed
	Great Pond Dam Repair Project	11/5/2014	14-065	44s(25)	652,277	-	652,277	652,277		
	Road Projects C44s7(5) FY 2016 Capital	2/5/2015	15-002	44s 7(5)	1,135,000		1,135,000	1,135,000		
	Road Projects C44s7(6) FY 2016 Capital	2/5/2015	15-002	44s 7(6)	365,000		365,000	365,000		
	Police Station Building Generator & Lockers	2/5/2015	15-002	44s 7(3A)	124,000		124,000	124,000		
	Fire Station East Braintree Building Renovation C44 s 7(3e)	2/5/2015	15-002	44s 7(3A)	400,000		400,000	400,000		
	Fire Station Headquarters Building Renovation C44 s 7(3a)	2/5/2015	15-002	44s 7(3A)	425,000		425,000	425,000		
	School capital	2/5/2015	15-002	44s 7(3A)	700,000		700,000	700,000		
	DPW Facilities Building repairs C44 s7 (3a)	2/5/2015	15-002	44s 7(3A)	166,000		166,000	166,000		
	DPW Facilities Yard building repairs	2/5/2015	15-002	44s 7(3A)	40,000		40,000	40,000		
	DPW Facilities Smith Beach Bathroom repairs	2/5/2015	15-002	44s 7(3A)	40,000		40,000	40,000		
	Daugherty Gym elevator C44 s 7(3a)	2/5/2015	15-002	44s 7(3A)	150,000		150,000	150,000		
	DPW Cemetery (1) 4x4 6 wheel, (1) 4x2 6 wheel, (1) sewer	2/5/2015	15-002	44 s7(9)	70,000		70,000	70,000		
	DPW Highway 10 wheel truck with roll off dumpster & sand	2/5/2015	15-002	44 s7(9)	215,000		215,000	215,000		
	Golf pump house	2/5/2015	15-002	44s 7(3A)	120,000		120,000	120,000		
	Elder Affairs Addition	2/5/2015	15-002	44s 7(3)	705,000		705,000	705,000		
	Water System Improvements	2/5/2015	15-003	44 s8	3,000,000		3,000,000	3,000,000		
	Sewer MMWRA	2/5/2015	13-05B	44s7(1) or any other	1,520,000		1,520,000	1,520,000		M 1,663,200 sum M= MMWRA auth
	Slurry Lane Pump Stations (Removal)	2/5/2015	15-003	44 s7(9)	300,000		300,000	300,000		
	Fairway mower	2/5/2015	15-003	44 s7(9)	100,000		100,000	100,000		
	Sprayer Fertilizer and Pesticide	2/5/2015	15-003	44 s7(9)	54,000		54,000	54,000		
	Rough mover	2/5/2015	15-003	44 s7(9)	65,000		65,000	65,000		
	Clubhouse Deck	2/5/2015	15-003	44s 7(3A)	30,000		30,000	30,000		
	Total For Fiscal Year 2015				27,272,152	12,391,200	8,856,764	21,247,964	5,343,000	274,487
						12,391,200	882,764			

authorized

Edward J. Spellman, Jr.
Director of Finance

Joseph C. Sullivan
Mayor



TOWN OF BRAINTREE
DEPARTMENT OF MUNICIPAL FINANCE
 One JFK Memorial Drive, Braintree, MA 02184
 Tel: 781-794-8035 Fax: 781-794-8181

TO: Thomas Bowes, Council President
 Clerk of the council
 Town Clerk

CC: Joseph C. Sullivan, Mayor
 Michael Coughlin, Chief of Staff and Director of Operations

FROM: Edward Spellman, Director of Municipal Finance

RE: Establishment of OPEB Trust

DATE: June 11, 2015

Attached for your review please find a proposal to establish an Other Post-Employment Benefit (OPEB) Trust. As you are aware, since fiscal year 2011, the Town has funded an OPEB liability line item in order to address the Town's liability for health insurance for its retired employees. The appropriation and has grown by \$145,000 annually to \$870,000 for FY 2016 and has a current trust balance of \$4,527,985 has been contributed by the Town and enterprise funds to address OPEB as of May 31, 2015.

The proposed order would allow the appropriated money to be placed into a trust so it could be invested and managed. The Trustees shall be the Mayor, the Director of Municipal Finance and the Director of Human Resources or their designees. The trustees decide how the trust is invested and how funds are disbursed to assist in covering OPEB expenses.

The Town retains the discretion on how much funding shall be appropriated for deposit into the trust. However, once the funds are deposited, the Town cannot invade the trust to use the funds for other purposes. The establishment of the trust will allow for interest and earnings to be realized on the trust's funds, further reducing the OPEB obligation and requiring lower appropriations in the future.

OPEB trusts are important to establish and are looked upon favorably by bond rating agencies as a prudent fiscal management tool. I welcome any questions you may have regarding the proposed order and the OPEB Trust.

Accordingly, your review and approval of the following motion is requested.

MOTION: That the Town of Braintree hereby establishes an irrevocable Other Post Employment Benefits (OPEB) Trust Agreement, attached.

TOWN OF BRAINTREE
OTHER POST-EMPLOYMENT BENEFITS ("OPEB") TRUST
AGREEMENT

TRUST AGREEMENT made this _____ day of _____, 2013 by and between the Town of Braintree, acting through its Mayor (the "Town") and the duly serving members of the Board of Trustees (the "Trustees").

WITNESSETH:

WHEREAS, the Town has established certain other post-employment benefits ("OPEB"), other than pensions, for eligible former employees of the Town; and

WHEREAS, the Town has accepted the provisions of G.L. c. 32B, Section 20 as amended by Acts 2011, Chapter 68, Section 57; and

WHEREAS, the Town wishes to establish an irrevocable trust (hereinafter the "Trust") for the purpose of funding OPEB obligations as required to be reported under Government Accounting Standards Board ("GASB") Statements 43 and 45 or as may be required under any superseding Statements; and

WHEREAS, the Trust is established by the Town with the intention that it qualify as a tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Code and Regulations issued thereunder and as a trust for OPEB under G. L. c. 32B, §20.

NOW, THEREFORE, in consideration of the foregoing promises and the mutual covenants hereinafter set forth, the Town and the Trustees hereby agree as follows.

ARTICLE I

DEFINITIONS

As used herein, the following terms shall have the following meanings:

- 1.1 "Code" means the Internal Revenue Code of 1986, as amended from time to time.
- 1.2 "ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time and any successor statute.

1.3. "GASB 43 and 45" shall mean Government Accounting Standards Board, Statement No. 43 and Statement No. 45, Accounting and Financial Reporting by Employers for Post-Employment Benefits Other Than Pensions.

1.4. "Other post-employment benefits" or "OPEB," shall mean post-employment benefits other than pensions as that term is defined in GASB 43 and 45 including post-employment healthcare benefits, regardless of the type of plan that provides them, and all post-employment benefits provided separately from a pension plan, excluding benefits defined as termination offers and benefits.

1.5. "Retired Employee" means those persons who have retired from employment with the Town and who are qualified to receive retirement benefits pursuant to G.L. c. 32 or as otherwise provided by law.

1.6. "Trust" means the Town of Braintree OPEB Trust as hereby established.

1.7. "Trustee" mean the duly serving members of the Board of Trustees, and any successor Trustee appointed as provided pursuant to Article 5.

1.8. "Trust Fund" means all the money and property, of every kind and character, including principal and income, held by the Trustees under this Trust.

1.9. "HCST Board" means the Health Care Security Trust board of trustees established pursuant to G.L. c. 29D, Section 4.

1.10. "SRBTF" means the State Retiree Benefits Trust Fund established pursuant to G.L. 32A, Section 24.

ARTICLE 2

PURPOSE

2.1. The Trust is created for the sole purpose of providing funding for OPEB, as determined by the Town, or as may be required by collective bargaining agreement, or by any general or special law providing for such benefits, for the exclusive benefit of the Town's Retired Employees and their eligible dependents and for defraying the reasonable administrative, legal, actuarial and other expenses of the Trust. The assets held in the Trust shall not be used for or diverted to any other purpose, except as expressly provided herein.

2.2. It is intended that the Trust shall constitute a so called "Qualified OPEB Trust" according to the standards set forth in GASB 43 and 45 and that it further qualify as an Integral Part Trust for all purposes under Article I 15(c) of the Code or under any comparable provision of future legislation that amends, alters, or supersedes the Code.

ARTICLE3

ESTABLISHMENT OF TRUST

- 3.1 In order to implement and carry out the provisions of G.L. c. 32B, §20, the Town hereby establishes this Trust which shall be known as the "Town of Braintree OPEB Trust."
- 3.2 The Trust shall be irrevocable, and no Trust fund shall revert to the Town until all OPEB owed to retired Town employees have been satisfied or defeased.
- 3.3 The principal location of the Trust shall be Town of Braintree, 1 JFK Memorial Drive Braintree, Massachusetts 02184.
- 3.4 The Trustees hereby accept the trusts imposed upon them by this Trust Agreement and agree to perform said trusts as a fiduciary duty in accordance with the terms and conditions of this Trust Agreement.
- 3.5 The Trustees shall hold legal title to all property of the Trust and neither the Town, nor any employee, official, or agent of the Town, nor any individual, shall have any right, title, or interest to the Trust.
- 3.6 The Trust shall consist of such sums of money as shall from time to time be paid or delivered to the Trustees by the Town, which together with all earnings, profits, increments and accruals thereon, without distinction between principal and income, shall constitute the Trust hereby created and established. Nothing in this Agreement requires the Town to make contributions to the Trust to fund OPEB. Any obligation of the Town to pay or fund benefits shall be determined in accordance with applicable law and any agreement to provide OPEB.

ARTICLE4

TRUST FUNDING

- 4.1 The Trust Fund shall be credited with all amounts appropriated or otherwise made available by the Town and employees of the Town as a contribution to the Trust for the purposes of meeting the current and future OPEB costs payable by the Town, or any other funds donated or granted specifically to the Town for the Trust, or to the Trust directly.
- 4.2 The Trustees shall be accountable for all delivered contributions but shall have no duty to determine that the amounts received are adequate to provide the OPEB Benefits determined by the Town.

4.3. The Trustees shall have no duty, expressed or implied, to compel any contribution to be made by the Town, but shall be responsible only for property received by the Trustees under this Trust Agreement.

4.4. The Town shall have no obligation to make contributions to the Trust to fund OPEB, and the size of the Trust may not be sufficient at any one time to meet the Town's OPEB liabilities. This Trust Agreement shall not constitute a pledge of the Town's full faith and credit or taxing power for the purpose of paying OPEB, and no retiree or beneficiary may compel the exercise of taxing power by the Town for such purposes. The obligation of the Town to pay or fund OPEB obligations, if any, shall be determined by the Town or applicable law. Distributions of assets in the Trust are not debts of the Town within the meaning of any constitutional or statutory limitation or restriction.

4.5. Earnings or interest accruing from investment of the Trust shall be credited to the Trust. Amounts in the Trust Fund, including earnings or interest, shall be held for the exclusive purpose of, and shall be expended only for, the payment of the costs payable by the Town for OPEB obligations to Retired Employees and their dependents, and defraying the reasonable expenses of administering any plan providing OPEB Benefits as provided for in this Trust Agreement.

4.6. Amounts in the Trust Fund shall in no event be subject to the claims of the Town's general creditors. The Trust Fund shall not in any way be liable to attachment, garnishment, assignment or other process, or be seized, taken, appropriated or applied by any legal or equitable process, to pay any debt or liability of the Town, or of retirees or dependents who are entitled to OPEB.

ARTICLE 5

TRUSTEES

5.1. The Trust shall be administered by a Board of Trustees consisting of three members as follows: (I) The Mayor or his designee, (II) The Director of Municipal Finance shall serve as *ex officio* members; (III) the Human Resources Director or her designee, for a term of three (3) years. Upon the resignation or removal of the Mayor or The Director of Municipal Finance, the position of Trustee shall be deemed vacant until such time as the underlying Town position is filled on either a permanent or temporary basis. The Town Treasurer shall serve as a non-voting member of the Board of Trustees. Any member of the Board of Trustees may be removed by the Mayor with the consent of the Town Council for cause.

- 5.2. The Mayor shall call for the first meeting of the Trustees and shall serve as the initial Chairperson of the Trustees to facilitate the organization of the Trustees.
- 5.3. A Trustee may resign by providing the Town Clerk and Board of Trustees Chairperson with written notice thereof.
- 5.4. In the event the Trustee appointed by the Mayor resigns, is removed, or is otherwise unable to serve, the Mayor shall appoint a Trustee to fill the vacancy for the remainder of the term.
- 5.5. Whenever a change occurs in the membership of the Board of Trustees, the legal title to property held by this Trust shall automatically pass to those duly appointed successor Trustees.
- 5.6. Each future Trustee shall accept the office of Trustee and the terms and conditions of this Trust Agreement in writing.
- 5.7. Upon leaving office, a Trustee shall promptly and without unreasonable delay, deliver to the Trust's principal office any and all records, or other documents or other items in his possession or under his control belonging to the Trust.
- 5.8. The Trustees shall be special municipal employees for purposes of G.L. c. 268A and shall be subject to the restrictions and prohibitions set forth therein.

ARTICLE 6

POWERS OF THE TRUSTEES

6.1. The Trustees shall have the power to control and manage the Trust and the Trust Fund and to perform such acts, enter into such contracts, engage in such proceedings, and generally to exercise any and all rights and privileges, although not specifically mentioned herein, as the Trustees may deem necessary or advisable to administer the Trust and the Trust Fund or to carry out the purposes of this Trust. In addition to the powers set forth elsewhere in this agreement, the powers of the Trustees, in connection with their managing and controlling the Trust and its General Fund, shall include, but shall not be limited to the following:

6.1.1. To receive, hold, manage, invest and reinvest all monies which at any time form part of the Trust, whether principal or income, provided however that there shall be no investment directly in mortgages or in collateral loans and further provided that the Trustees shall comply with the provisions of Article 7 of this Trust Agreement, applicable law and any investment policy adopted by the Trustees concerning the investment and management of Trust assets.

6.1.2. To hold cas for such length of time as the Trustees may determine without

liability for interest thereon.

6.1.3. To develop and recommend an actuarially determined funding schedule subject to approval of the Town Council and Mayor and subject to the Town's appropriation process.

6.1.4. To employ suitable agents, advisors and counsel as the Trustees may deem necessary and advisable for the efficient operation and administration of the Trust, to delegate duties and powers hereunder to such agents, advisors and counsel, and to charge the expense thereof to the Trust. The Trustees are entitled to rely upon and may act upon the opinion or advice of any attorney approved by the Trustees in the exercise of reasonable care. The Trustees shall not be responsible for any loss or damage resulting from any action or non-action made in good faith reliance upon such opinion or advice. All delegated authority shall be specifically defined in any by-laws adopted by the Trustees or the written minutes of the Trustees' meetings.

6.1.5. To hire independent contractors as the Trustees may deem necessary or advisable to render the services required and permitted for the proper operation of the Trust, and to charge the expense thereof to the Trust.

6.1.6. To continue to have and to exercise, after the termination of the Trust and until final distribution, all of the title, powers, discretions, rights and duties conferred or imposed upon the Trustees hereunder, by any by-laws adopted by the Trustees or by law.

6.1.7. To construe and interpret this Trust Agreement and other documents related to the purposes of the Trust.

6.1.8. To authorize certain Trustees or other appropriate persons to make payments from any appropriate account for purposes of the Trust and to authorize disbursements of funds accumulated in the trust to the Town for the sole purpose of payment of OPEB in accordance with an actuarially determined funding schedule.

6.1.8. To receive and review reports of the financial condition and of the receipts and disbursements of the Trust and the Trust Fund.

6.1.9. To adopt by-laws, rules, regulations, formulas, actuarial tables, forms, and procedures by resolution from time to time as they deem advisable and appropriate for the proper administration of the Trust, including participation criteria, provided the same are consistent with the terms of this Trust Agreement and applicable laws.

6.1.10. To purchase as a general administrative expense of the Trust so-called director's liability insurance and other insurance for the benefit of the Trust and/or the protection of

the Trustees, Trust officers, employees, or agents against any losses by reason of errors or omissions or breach of fiduciary duty or negligence.

6.1.11. To enter into any and all contracts and agreements for carrying out the terms of this Trust Agreement and for the administration and operation of the Trust and to do all acts as they, in their discretion, may deem necessary or advisable. Except as otherwise directed by the Trustees, all such contracts and agreements, or other legal documents herein authorized, shall be executed by the Chairperson, or Secretary as may be voted by the Trustees.

6.1.12. To receive contributions or payments from any source whatsoever but such contributions or payments may not be utilized for any purpose unrelated to the provision of OPEB as herein provided or properly authorized expenses.

6.1.13. To pay taxes, assessments, and other expenses incurred in the collection, care, administration, and protection of the Trust.

6.1.14. To do all acts, whether or not expressly authorized herein, which the Trustees may deem necessary or proper in connection with the administration of the Trust, although the power to do such acts is not specifically set forth herein.

6.1.15. To compromise, settle or arbitrate any claim, debt, or obligation of or against the Trust or Trust Fund; to enforce or abstain from enforcing any right, claim debt or obligation, and to abandon any shares of stock, bonds, or other securities, or interests determined by it to be worthless; to prosecute, compromise and defend lawsuits, but without the obligation to do so, all at the risk and expense of the Trust.

6.1.16. To hire one or more consultants, actuaries, accountants, attorneys, or other professionals to assist with the administration of the Trust Fund and to pay such amounts that the Trustee deems to be reasonable, including, without limiting the generality of the foregoing, third party firms to provide legal, tax, accounting and audit services to the Trust.

6.1.17. To comply with all requirements imposed by applicable provisions of law.

6.1.18 If so authorized by vote of the Town Council with approval of the Mayor in accordance with G.L. c. 32A, Section 24 to direct the Treasurer/Custodian to take all steps necessary to invest the funds in the SRBTF.

6.1.19. If so directed by vote of the Town Council with approval of the Mayor in accordance with G.L. c. 32B, Section 20, to take all steps necessary to designate HCST Board as custodian of the Trust assets and thereby invest the funds in the SRBTF.

ARTICLE 7

LIMITATION OF TRUSTEES' POWERS, DUTIES AND RESPONSIBILITIES

7.1. Nothing contained in the Trust Agreement, either expressly or by implication, shall be deemed to impose any powers, duties or responsibilities on the Trustees other than those set forth in this Trust Agreement.

7.2. The Trustees shall have such rights, powers and duties as are provided to a named fiduciary for the investment of assets under ERISA. The Trustees shall not be liable for the making, retention or sale of any investment or reinvestment made by the Trustees as herein provided or for any loss to or diminution of the Trust Fund or for anything done or admitted to be done by the Trustees with respect to the Trust Agreement or the Trust Fund except as and only to the extent that such action constitutes a violation of the law or gross negligence.

7.3. The Trustees, in their discretion, may purchase as an expense of the Trust Fund such liability insurance for themselves or any other fiduciary selected by the Trustees as may be reasonable. The Town, in its discretion, may also purchase liability insurance for the Trustees, and as the Town may select, for any person or persons who serve in a fiduciary capacity with respect to the Trust.

7.4. The Town shall not assume any obligation or responsibility to any person for any act or failure to act of the Trustees, any insurance company, or any beneficiary of the Trust Fund. The Trustees shall have no obligation or responsibility with respect to any action required by this Trust Agreement to be taken by the Town, any insurance company, or any other person, or for the result or the failure of any of the above to act or make any payment or contribution, or to otherwise provide any benefit contemplated by this Trust Agreement.

7.5. Neither the Trustees nor the Town shall be obliged to inquire into or be responsible for any action or failure to act on the part of the other. No insurance company shall be a party to this Trust Agreement, for any purpose, or be responsible for the validity of this Trust Agreement, it being intended that such insurance company shall be liable only for the obligations set forth in the policy or contract issued by it.

7.6. The Trustees shall invest and manage Trust assets as a prudent investor would, using the judgment and care under the circumstances then prevailing that persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not in regard to speculation but in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety of their capital, pursuant to G.L. c. 203C.

ARTICLE 8

ACTIONS BY THE TRUSTEES

- 8.1. A majority of Trustees may exercise any or all of the powers of the Trustees hereunder and may execute on behalf of the Trustees any and all instruments with the same effect as though executed by all the Trustees.
- 8.2. The Trustees may, by instrument executed by all of the Trustees, delegate to any attorney, agent or employee such other powers and duties as they deem advisable, including the power to execute, acknowledge or deliver instruments as fully as the Trustees might themselves and to sign and endorse checks for the account of the Trustees of the Trust.
- 8.3. No Trustee shall be required to give bond.

ARTICLE 9

LIABILITY OF THE TRUSTEES

- 9.1. A Trustee shall not be liable for any mistake of judgment or other action made, taken or omitted by the Trustee in good faith, nor for any action taken or omitted by any other Trustee or any agent or employee selected with reasonable care, and the duties and obligations of the Trustees hereunder shall be expressly limited to those imposed upon them by this Trust Agreement.
- 9.2. No successor Trustee shall be held responsible for an act or failure of a predecessor Trustee.
- 9.3. Trustees are public employees for purposes of G.L. c. 258, and shall be indemnified by the Town against any civil claim, action, award, compromise, settlement or judgment by reason of an intentional tort to the same extent and under the same condition as other public employees of the Town.
- 9.4. A Trustee shall not be liable for any mistake of judgment or other action made, taken or omitted

ARTICLE 10

MEETINGS OF THE TRUSTEES

- 10.1. The Trust may meet at such times and at such places as the Trustees shall determine.

10.2. The Trustees shall comply with the Open Meeting Law, G.L. c. 30A, §§18-25 and its implementing regulations.

10.3. A quorum at any meeting shall be a majority of the Trustees then in office.

ARTICLE 11

TAXES, EXPENSES, AND COMPENSATION

11.1. It is intended that the Trust will be a Code Article 115 trust. As such, it is expected that there will be no income taxes owed by the Trust. To the extent that any taxes are imposed on the Trust, the Trustees shall use the assets of the Trust Fund to pay for any taxes owed.

11.2. All reasonable costs and expenses of managing and administering the Trust and the Trust Fund, and reimbursement for reasonable fees incurred through the use of third party vendors or agents, shall be paid from the Trust unless the Town chooses to pay the expenses directly.

ARTICLE 12

ACCOUNTS

12.1. The Trustees shall keep complete and accurate accounts of all of the Trust's receipts, investments, and disbursements under this Trust Agreement. Such records, as well as all other Trust records, shall be retained and made available for public inspection and or copying in accordance with the requirements of the Public Records Law, G.L. c. 66, §10 and G.L. c. 4, §7, clause 26^h and their implementing regulations. The person or persons designated by the Town shall be entitled to inspect such records upon request at any reasonable time.

12.2. The books and records of the Trust shall be audited annually by an independent auditor in accordance with accepted accounting practices. The results of the audit shall be provided to the Town at the same time as it is presented to the Trustees.

12.3. The Trust Fund shall be subject to the Commonwealth of Massachusetts Public Employee Retirement Administration Commission's triennial audit, or as otherwise may be required by applicable law.

ARTICLE 13

ANNUAL REPORTS

13.1. The Trustees shall furnish to the Town annually, or more frequently if the Town so requests, a statement of account showing the condition of the Trust Funds and all investments, sales, income, disbursements and expenses of the Trust and the Trust Fund. The Trustees shall comply with all reporting requirements as set forth in G.L. c. 32B, section 20.

ARTICLE 14

INVESTMENTS OF TRUST FUNDS

14.1. The Trustees hereby authorize and direct the Town Treasurer to invest and reinvest the amounts in the Trust Fund not needed for current disbursement, consistent with the prudent investor rule, and as provided in the Investment Policy which is attached to this instrument and hereby incorporated; provided, however, that if directed by vote of the Town Council with approval of the Mayor, the Town Treasurer shall be authorized to invest said amounts in the Trust Fund in the SRBTF; and further provided that if HCST is appointed as custodian of the trust as provided in Paragraph 15.1 below, HCST shall be authorized to invest and reinvest said amounts in the Trust Fund in accordance with its Investment Policy.

14.2. In no event shall the funds be invested directly in mortgages or in collateral loans.

ARTICLE 15

CUSTODY OF THE TRUST

15.1. The Trustees hereby appoint the Town Treasurer as custodian of the Trust Fund and authorize the Treasurer to employ an outside custodial service to maintain custody of the Trust Funds. All funds in the Trust Fund shall be accounted for separately from all other funds of the Town. Such appointment shall be in effect unless and until, by vote of the Town Council with approval of the Mayor in accordance with G.L. c. 32B, Section 20, and subject to acceptance of HCST, HCST is appointed as custodian of the Trust assets. In the event such appointment of HCST as custodian is revoked or otherwise terminated, the Town Treasurer shall automatically be reappointed as custodian of the Trust Fund without further necessary action.

15.2. The Town Treasurer, with the authorization of the Trustees, shall establish one or more checking accounts, which may be interest bearing or non-interest bearing accounts. Such checking account or accounts shall be funded solely from the Trust Funds, and the Trustees may authorize the Town Treasurer to draw on such checking accounts for the payment of OPEB and for the administrative expenses of the Trust.

ARTICLE 16

TERMINATION OF THE TRUST

16.1. The Trust shall continue unless and until terminated pursuant to applicable state or federal law or regulation, or until all such health care and other non-pension benefits, current and future, payable by the Town have been satisfied or defeased.

16.2. Upon termination of the Trust pursuant to 16.1, subject to the payment of or making provision for the payment of all obligations and liabilities of the Trust and the Trustees, the net assets of the Trust shall revert to the Town, unless otherwise required by state or federal law or regulation.

16.3. The powers of the Trustees shall continue until the affairs of the Trust are concluded.

ARTICLE 17

AMENDMENTS

17.1. The Trust may only be amended as set forth herein. The Town may amend the Trust at any time as may be necessary to comply with the requirements for tax exemption under Section 115 of the Code, to conform the Trust to the laws of the Commonwealth of Massachusetts and to meet the financial reporting standards set forth by the Government Accounting Standards Board (GASB) to be treated as funded through a qualifying trust or equivalent arrangement.

17.2. This Trust Agreement may be amended, but not revoked, from time to time by the Town, subject to the following limitations:

17.2.1. The assets of the Trust may not be used for or diverted to any other purposes prior to satisfaction of the Town's OPEB obligations, and reasonable expenses of administering the Trust.

17.2.2. The duties and liabilities of the Trustees cannot be substantially changed without their written consent.

17.2.3. Any amendment to this Trust shall be executed in writing.

ARTICLE 18

MERGER

18.1. The Town may provide for the merger of the Trust with one or more other trusts established by the Town or other government entities for similar purposes as may be provided by law.

ARTICLE 19

SEVERABILITY OF INVALID PROVISIONS

19.1. If any provision of this Trust Agreement is determined invalid, illegal, or unenforceable for any reason, then the provision shall be severed from the remaining provisions of the Trust Agreement for any reason, and the remaining parts of the Agreement shall be construed to give the maximum practical effect to the purposes stated herein, as if the invalid, illegal, or unenforceable provision was never a part.

ARTICLE 20

MISCELLANEOUS

20.1. This Trust Agreement shall be interpreted, construed and enforced, and the Trust hereby created shall be administered in accordance with and governed by the laws of the United States and of the Commonwealth of Massachusetts.

20.2. The titles to Articles of this Trust Agreement are placed herein for convenience of the reference only, and the Trust Agreement is not to be construed with reference thereto.

20.3. No person shall be obliged to see to the application of any money paid or property delivered to the Trustees, or as to whether or not the Trustees have acted pursuant to any authorization herein required, or as to the terms of this Trust Agreement. In general, each person dealing with the Trustees may act upon any advice, request or representation in writing by the Trustees, or by the Trustees' duly authorized agent, and shall not be liable to any person in so doing. The certification of the Trustees that they are acting in accordance with this Trust Agreement shall be conclusive in favor of any person relying thereon.

20.4. This Trust Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute but one instrument, which may be sufficiently evidenced by any counterpart.

20.5. Until advised to the contrary, the Trustees may assume this Trust is entitled to exemption from taxation under Section 115 of the Internal Revenue Code of 1986 or under any comparable section or sections of future legislation that amend, supplement or supersede one or both of those sections of the Internal Revenue Code.

IN WITNESS WHEREOF, the parties hereto have caused this Trust Agreement to be executed in their respective names by their duly authorized officers as of the day and year first above written.

BOARD OF TRUSTEES:

Trustee

Trustee

Trustee
