

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 -

**August 11, 2015** • Horace T. Cahill Auditorium, Town Hall • Starting Time: 7:30<sup>PM</sup>

### PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE

### ANNOUNCEMENTS

- 042 15 Councilor Powers: Recognition – Pizza Palooza

### APPROVAL OF MINUTES

- July 14, 2015

### CORRESPONDENCE

### CITIZEN CONCERNS/COUNCIL RESPONSE

- 041 15 Councilor Powers: Speeding Concern Howie Road

### COMMUNICATIONS AND REPORTS FROM THE MAYOR AND TOWN BOARDS

- 033 15 Council President: Discussion – Town Auditor position (Revisions made to job description at W&M)

### OLD BUSINESS

- 15 019 REZONE: Proposed Zoning Amendment – Article VII (Area Regulations) or take up any action relative thereto (**PUBLIC HEARING**) (Tabled on 7/7/15 at O&R meeting until presentation by the Planning Department. Christine Stickney will be available to present at O&R and Full Council)
- 15 024 Item #(6) Mayor: Six Capital Article Requests or take up any action relative thereto (**PUBLIC HEARING at full Council on 7/14/15 item #6 tabled**) This is Fire Capital Transfer Expenditure – from Forestry Truck to Hazmat Vehicle.
- 15 025 Mayor: Establishment of OPEB Trust or take up any action relative thereto (TABLED at 7/14/15 meeting. Councilor Mullaney had suggested Council President to be one of the Board Members) (**PUBLIC HEARING at full Council was TABLED to 8/11**)
- 15 026 National Grid Petition: Packard Drive or take up any action relative thereto
- 15 027 Retirement Board Members Compensation or take up any action relative thereto (**PUBLIC HEARING**)
- 15 028 East Braintree Fire Station – Additional Funding Request or take up any action relative thereto (**PUBLIC HEARING**)

- 15 030 Peterson Pool/Rink Athletic Facility – Authorization to Transfer Custody of Property or take up any action relative thereto (W&M 8/11)
- 074 14 Councilor Ryan: 5 Year Moratorium or take up any action relative thereto (**PUBLIC HEARING**)
- 14 022 Councilor Clifford: Update of Chapter 5-565: Peddling & Solicitation (Former By-Law chapter 5.32) or take up any action relative thereto (**PUBLIC HEARING**)

**NEW BUSINESS**

None

**Topics the Chair does not reasonably anticipate will be discussed**

**UPCOMING MEETINGS:**

Next Council Meeting is a joint meeting with the Planning Board on:

**TUESDAY, AUGUST 18, 2015 @ 6:00pm**

**ADJOURNMENT**

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

### July 14, 2015

## MINUTES

A meeting of the Town Council was held in the Horace T. Cahill Auditorium, Braintree Town Hall, on Tuesday, July 14, 2015 beginning at 7:30p.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  
Shannon Hume  
Charles Kokoros  
John Mullaney  
Michael Owens  
Charles Ryan

Not Present: Stephen C. O'Brien

Also Present: Michael Coughlin, Chief of Staff

### APPROVAL OF MINUTES

• June 16, 2015

**Motion:** by Councilor Powers to Approve Minutes of June 16, 2015

**Second:** by Councilor Kokoros

**Vote:** For (8), Against (0), Absent (1-O'Brien), Abstain (0)

### **COMMUNICATIONS AND REPORTS FROM THE MAYOR AND TOWN BOARDS**

• 033 15 Council President: Discussion – Town Auditor position

Motion made at the Committee of Ways & Means meeting by Councilor Hume to revise this job description and discuss at a later date.

• 038 15 Eric Kinsherf: Town Auditor - Report Updates

Eric met with Councilor Clifford and Clerk of the Council Susan Cimino. All files and reports have been handed over for the Councilors and future Town Auditor.

- 036 15 Council President: Appoint Members – Periodic Review of Charter and Ordinances  
Two Council Members: Sean Powers and Chuck Kokoros  
Two Town of Braintree Voters: Jim Burke and Al Varrasso
- 039 15 Mayor: Appoint Members – Periodic Review of Charter and Ordinances  
Patrolman Ken Bregoli  
Superintendent Lou Dutton  
Deputy Chief Steve Sawtelle  
Assistant to the Mayor Chris Griffin  
Building Inspector Russ Forsberg

### **CITIZEN CONCERNS/COUNCIL RESPONSE**

- 040 15 Councilor Powers - Councilor's Concerns: Tri Town Water Board: MWRA  
To be discussed at a later meeting.

### **OLD BUSINESS**

- 15 019 REZONE: Proposed Zoning Amendment – Article VII (Area Regulations) or take up any action relative thereto (**PUBLIC HEARING**)

Motion by Councilor Powers to Open Public Hearing for Order 15 019

- Motion:** by Councilor Powers
- Second:** by Councilor Kokoros
- Vote:** For (8), Against (0), Absent (1-O'Brien)

Motion by Councilor Powers to TABLE Order 15 019 until after the Committee on Ordinance & Rules has had a presentation from the Planning Department.

- Motion:** by Councilor Powers
- Second:** by Councilor Kokoros
- Vote:** For (8), Against (0), Absent (1-O'Brien)

Motion by Councilor Powers to Close Public Hearing for Order 15 019

- Motion:** by Councilor Powers
- Second:** by Councilor Kokoros
- Vote:** For (8), Against (0), Absent (1-O'Brien)

- 15 022 National Grid Petition: 52 Victoria Avenue or take up any action relative thereto  
Council President Bowes referred to Councilor Ryan (Committee Chair) for Committee on the Department of Public Works for recommendation. This was discussed at the DPW Committee meeting on July 8, 2015 and unanimously voted for favorable recommendation to the Full Council.

MOTION: To install and maintain approximately 70 feet more or less of 2 inch gas main in Victoria Avenue. From the existing 1 1/2 inch gas main at house # 47, easterly to house # 52 for a new gas service. With Staff Recommendations.

Motion by Councilor Ryan to approve Order 15 022

**Motion:** by Councilor Ryan

**Second:** by Councilor Powers

**Vote:** For (8), Against (0), Absent (1-O'Brien)

- 15 023 Mayor: Request for Ratification FY2015 Bonding Authorization 15 002 and 15 003 or take up any action relative thereto (**PUBLIC HEARING**)

Mike Coughlin explained these items needed to be re-voted to have 6 votes out of the 9 Councilors for the vote to pass because it is for a Bonding Authorization.

Motion by Councilor Powers to Open Public Hearing for Order 15 023

**Motion:** by Councilor Powers

**Second:** by Councilor Kokoros

**Vote:** For (8), Against (0), Absent (1-O'Brien)

Council President Bowes asked if any member of the Council or General Public want to speak on Order 15 023?

Council President Bowes referred to Councilor John Mullaney (Committee Chair) for Committee on Ways & Means recommendation. Chairman Mullaney stated this was discussed at the July 14 W&M meeting and unanimously voted for favorable recommendation to the Full Council.

Council President Bowes ask if there is any discussion on Order 15 023? He stated Hearing None.

Motion by Councilor Powers to Close Public Hearing for Order 15 023

**Motion:** by Councilor Powers

**Second:** by Councilor Kokoros

**Vote:** For (8), Against (0), Absent (1-O'Brien)

Councilor Powers read the following (5) motions and they were voted on.

**TOWN OF BRAINTREE, MASSACHUSETTS 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.

**Motion:** by Councilor Powers to approve Order 15 023 (1)

**Second:** by Councilor Kokoros

**Vote:** For (8), Against (0), Absent (1-O'Brien)

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.

**Motion:** by Councilor Powers to approve Order 15 023 (2)

**Second:** by Councilor Kokoros

**Vote:** For (8), Against (0), Absent (1-O'Brien)

TOWN OF BRAINTREE, MASSACHUSETTS 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.

**Motion:** by Councilor Powers to approve Order 15 023 (3)

**Second:** by Councilor Kokoros

**Vote:** For (8), Against (0), Absent (1-O'Brien)

TOWN OF BRAINTREE, MASSACHUSETTS 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.

**Motion:** by Councilor Powers to approve Order 15 023 (4)

**Second:** by Councilor Kokoros

**Vote:** For (8), Against (0), Absent (1-O'Brien)

**TOWN OF BRAINTREE, MASSACHUSETTS 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.

**Motion:** by Councilor Powers to approve Order 15 023 (4)

**Second:** by Councilor Kokoros

**Vote:** For (8), Against (0), Absent (1-O'Brien)

- 15 024 Mayor: Six Capital Article Requests or take up any action relative thereto (with additional documentation 15 024R) (**PUBLIC HEARING at full Council**)

Council Order 15 024 is recommended for favorable action to the Full Council with additional consideration from the Mayor's office to attempt to divert geese from Sunset Lake and pursue the platform to be replaced. Reconsider platform to be replaced and receive the report from the Board of Health on the negative impact the geese have on the water. Additional information from Fire Chief O'Brien on the request for a Hazmat Truck on Order 15 024 item (6). Mike Coughlin will get the "Motion" for this item also.

**(1) - 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>			

**Motion:** by Councilor Powers to approve Order 15 024 (1)

**Second:** by Councilor Kokoros

**Vote:** For (8), Against (0), Absent (1-O'Brien)

**(2) – 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.

**Motion:** by Councilor Powers to approve Order 15 024 (2)

**Second:** by Councilor Kokoros

**Vote:** For (8), Against (0), Absent (1-O'Brien)

**(3) – 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.

**Motion:** by Councilor Powers to approve Order 15 024 (3)

**Second:** by Councilor Kokoros

**Vote:** For (8), Against (0), Absent (1-O'Brien)

#### **(4) - Bond refunding authorization**

##### **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.

**Motion:** by Councilor Powers to approve Order 15 024 (4)

**Second:** by Councilor Kokoros

**Vote:** For (8), Against (0), Absent (1-O'Brien)

#### **(5) – East Middle School authorization**

##### **MOTION:**

That the Town appropriate the amount of One Hundred Forty Thousand Two Hundred (\$140,200) 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 One Hundred Forty Thousand Two Hundred (\$140,200) 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.

**Motion:** by Councilor Powers to approve Order 15 024 (5)

**Second:** by Councilor Kokoros

**Vote:** For (8), Against (0), Absent (1-O'Brien)

#### **(6) – Hazmat Vehicle**

Requested approval to re-designate the \$39,780 capital vehicle replacement to the purchase of a new Fire Department Hazmat vehicle has been TABLED until more information from Chief O'Brien and a formal Motion written.

**Motion:** by Councilor Mullaney to **TABLE** Order 15 024 item (6) until further information is provided

**Second:** by Councilor Hume

**Vote:** For (8), Against (0), Absent (1-O'Brien)

- 15 025 Mayor: Establishment of OPEB Trust or take up any action relative thereto (with additional state requested revisions – see colored changes 15 025R) (**PUBLIC HEARING**) Mike Coughlin gave an overview and stated this will be overseen by professional Financial Investors. Ed Spellman, Director of Finance feels this is appropriate per Mike Coughlin.

Councilor Mullaney stated he would like input from the Retirement Board and hear their opinion. He would also like for the Council President to be part of the Board who oversees this OPEB Trust.

**Motion:** by Councilor Powers to **TABLE** Order 15 025 until further information is provided

**Second:** by Councilor Kokoros

**Vote:** For (8), Against (0), Absent (1-O'Brien)

- **14 022** Council President: Update of Chapter 5-565: Peddling & Solicitation (Former By-Law chapter 5.32) or take up any action relative thereto

Council President Bowes referred to Councilor Clifford (Committee Chair) for Committee on Ordinance & Rules for recommendation. Councilor Clifford asked for this item to be TABLED.

**MOTION:** for the Town Council to approve Town Council Order 14 022 the revisions made to Chapter 5-565: Peddling & Solicitation (Former By-Law chapter 5.32)

**Motion:** by Councilor Clifford to **TABLE** Order 14 022

**Second:** by Councilor Ryan

**Vote:** For (8), Against (0), Absent (1-O'Brien)

- **074 14** Councilor Ryan: 5 Year Moratorium or take up any action relative thereto

Council President Bowes referred to Councilor Ryan (Committee Chair) for Committee on the Department of Public Works for recommendation. Councilor Ryan asked for this **Order 074 14 to be TABLED** for review by Town Solicitor and to advertise as a Public Hearing.

**Motion:** by Councilor Ryan to **TABLE** Order 074 14

**Second:** by Councilor Powers

**Vote:** For (8), Against (0), Absent (1-O'Brien)

MOTION:

- (1) To see if the Town will vote to amend its General Ordinances, Chapter 12.08 - Excavation and Obstructions, by amending Section 12.08.010, Permit, for the purpose of adding a new paragraph D and paragraph E as printed in the attachment hereto.

(Please note that the attached text must in fact be attached to this motion, or the entire text of paragraphs D and E must be read as part of the motion.)

See next page:



## **NEW BUSINESS**

None

### **Refer to the Committee on the Department of Public Works**

- 15 026 National Grid Petition: 45 Packard Drive or take up any action relative thereto

### **Refer to the Committee on Ordinance & Rules/ Committee on Ways & Means**

- 15 027 Retirement Board Members Compensation or take up any action relative thereto

### **Refer to the Committee on Ordinance & Rules**

- 15 031 REZONE: Peterson Pool/Rink Athletic Facility - Carson Field Property BHS or take up any action relative thereto

### **Refer to the Committee on Ways & Means**

- 15 028 East Braintree Fire Station – Additional Funding Request
- 15 029 BELD - Watson 3 Generating Station – Authorization to Borrow
- 15 030 Peterson Pool/Rink Athletic Facility – Authorization to Transfer Custody of Property or take up any action relative thereto

### **Refer to the Committee on Ways & Means**

- **15 032 Mayor: Appointment – Community Preservation Committee – Kevin Bears or take up any action relative thereto**

Councilor Powers made a motion for **Same Night Action** on Council Order 15 032 to the Committee on Ways & Means. Council President Bowes stated if there are no objections, we will vote on Order 15 032

MOTION: To approve the appointment of Kevin Bears to the Community Preservation Committee pursuant to Sections 3-3 of the Charter of the Town of Braintree.

**Motion:** by Councilor Powers to approve Order 15 032

**Second:** by Councilor Kokoros

**Vote:** For (8), Against (0), Absent (1-O'Brien)

## **ADJOURNMENT**

It was unanimously voted to adjourn the meeting at 9:06p.m.

Respectfully submitted,  
Susan M. Cimino  
Clerk of the Council

## Documents provided for Meeting

- June 16, 2015 Council Meeting Minutes
- 15 019 REZONE: Proposed Zoning Amendment – Article VII (Area Regulations) or take up any action relative thereto
- 15 022 National Grid Petition: 52 Victoria Avenue or take up any action relative thereto
- 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 (with additional documentation 15 024R)
- 15 025 Mayor: Establishment of OPEB Trust or take up any action relative thereto (with additional state requested revisions – see colored changes 15 025R)
- 14 022 Council President: Update of Chapter 5-565: Peddling & Solicitation (Former By-Law chapter 5.32) or take up any action relative thereto
- 074 14 Councilor Ryan: 5 Year Moratorium or take up any action relative thereto

All Traffic Solutions  
6/26/2015 12:00:00 AM to 8/6/2015 11:59:00 PM  
File: Howie Road.tdf  
Speed Limit: 30  
Display On/Off: On

### Summary Data

File	Howie Road.tdf
Date Range	6/26/2015 to 8/6/2015
Total Days of Data	36
Speed Limit	30
Time Range	12:00 AM to 11:59 PM
Average Speed	31.00
85% Speed	37
50% Speed	32
10 mph Pace Speed	33 to 42
High Speed	104
Low Speed	5
Display On/Off	On
Average Volume per Day	1830





## TOWN COUNCIL

### TOWN AUDITOR

#### NATURE OF WORK:

The Town Auditor shall conduct, or cause to be conducted, financial and performance audits following government auditing standards as promulgated by the comptroller-general of the United States. The Town Auditor shall make periodic reports to the Town Council in such detail and with such frequency as the Town Council shall, by ordinance, by rule or by other vote, direct. All officials of the Town shall cooperate with the Town Auditor in the performance of this audit function. The Town Auditor shall have such other powers and duties as may be provided by the charter, by ordinance or by other vote of the Town Council.

The Auditor will conduct financial and operational/performance audits of Town agencies/departments and provide regular reports to the Town Council.

#### SUPERVISION:

Reports to the President of the Town Council (*directly*) AND All Councilors (*indirectly*)

#### JOB ENVIRONMENT:

Works under typical office conditions with minimal physical effort.

#### ESSENTIAL FUNCTIONS:

*(The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. Duties are not necessarily in order of importance or frequency of performance.)*

- Performs all duties of the Town Auditor as described in **Chapter 189 of the Acts of 2005**, also known as the "Braintree Charter or "The Charter".
- Conducts performance, operational, and financial audits. Issues detailed audit reports to the Town Council, for the Council to develop an action plan on each audit issue.
- Works with the Town's Chief Financial Officer in the review of current internal controls and the design, development and implementation of enhanced controls.
- On an ongoing basis, examines and reviews incoming and outgoing cash flow of the Town by obtaining evidentiary documentation (e.g. receipts, purchase orders, invoices, etc.)
- Provides analysis to the Councilors on the Mayor's proposed operating and capital budgets. Reviews/analyzes each financial measure proposed by the Mayor and provides a detailed recommendation to the Town Council.
- Conducts special projects and analyses as requested by the Councilors; for example, identifying cost components and cost drivers of various programs, expenditure trend analysis and comparative analyses of revenue and expenses.
- Coordinates the annual third-party independent audit of the Town's books and records resulting in the certification of the Town's annual financial statement. Recommends to the Council the hiring of a third-party independent audit firm and the supporting criteria for the recommendation.
- Reviews the total Town cash reconciliation between the treasurer and the accountant and the data provided to the Dept. of Revenue. This includes all bank accounts, investments and trust funds.
- Conducts an annual physical inventory of any and all Town-owned assets. Reconciles the inventory to Town capital asset records and department procurements back up.

- Attends meetings as requested by the Town Council and the Ways and Means Sub Committee, especially during budget discussions.
- Acts as the Town Council liaison with the administration regarding all financial issues (e.g. appropriation requests, expenditures, etc.) to be discussed during Town Council meetings.
- Reviews certain data prepared by the Assessor's office including the tax rate, recapitulation, tax levy limitation, tax burden shift worksheets, tax classifications and department of revenue estimated receipts and charges.
- When the proposed capital improvement program (CIP) is submitted to the Town Council by the Mayor, as required by the Charter, section 6-10, the Town Auditor shall review the proposed CIP and make detailed recommendations to the Town Council.
- The Town Auditor shall manage the day-to-day operations of the office staff under the jurisdiction of the Town Council except for the staff managed by the Town Clerk.

**KNOWLEDGE, SKILLS AND ABILITY:**

**Knowledge:** Thorough knowledge of the principles and techniques of accounting, including State accounting, auditing and internal controls. Working knowledge of municipal finance and the State/Federal Office of Fiscal Affairs policies/procedures. Considerable knowledge of the principles of business administration.

**Skills:** Excellent communication skills, both orally and in writing. Advanced computer application skills applicable to the Town's accounting software programs. Strong analytical and organizational skills.

**Ability:** Ability to plan, coordinate and conduct periodic audits of the Town's financial operations. Ability to work independently and effect improvements/recommendations in internal controls and financial operations. Ability to prepare complex financial reports and present them to Town Council.

**REQUIRED QUALIFICATIONS:**

- Bachelor's degree in Accounting or Finance required.
- CPA or CPA preferred\*
- 5 years financial experience, through public accounting/auditing (Big 4 a plus) and/or industry experience.
- Strong analytical, written/verbal communication, interpersonal, and relationship building skills.
- Strong Municipal Finance experience preferred.

**\*CPA required (Order 030-11 December 6, 2011 vote of Council)**

Approved by Town Council  
Date Approved:  
Revised 7/14/15 (order 033-15)  
Classification: Mn-17  
Union: N/A

Approved by Town Council  
Date Approved: 2/6/08  
Revised 12/6/11 (order 030-11)  
Classification: Mn-17  
Union: N/A

**GRADE M17**

7/1/2007	\$64,494 - \$74,550
7/1/2008	\$65,486 - \$76,041
7/1/2009	\$65,486 - \$76,041
7/1/2010	\$66,141 - \$76,801
7/1/2011	\$67,463 - \$78,337

<b><u>Town Auditor Costs</u></b>	<b><u>BUDGET</u></b>	<b><u>ACTUAL</u></b>	<b><u>VARIANCE</u></b>
FY2009 (1/9/2009 – 6/30/2009)	\$37,000	\$36,156	\$ 844
FY2010 (7/1/2009 – 6/30/2010)	\$74,000	\$66,844	\$ 7,156
FY2011 (7/1/2010 – 6/30/2011)	\$74,000	\$34,281	\$39,719
FY2012 (7/12011 – 6/30/2012)	\$74,000	\$12,250*	

\*Invoiced through 12/1/2011

# Office of the Mayor

One JFK Memorial Drive  
Braintree, Massachusetts 02184



Joseph C. Sullivan  
Mayor

781-794-8100

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

From: Joseph C. Sullivan, Mayor *JCS*

Date: May 5, 2015

Re: Proposed Zoning Amendment – Article VII (Area Regulations)

RECEIVED TOWN CLERK  
BRAINTREE, MA  
2015 MAY -5 PM 1:35

In an effort to support the Planning & Community Development Office, I offer the following zoning amendment relating to building coverage for structured parking in our Highway Business District zones currently located at the South Shore Plaza and the Braintree Marketplace. The Planning and Community Development office is currently working on a comprehensive review of our zoning ordinances and bylaws and presently undertaking visioning studies for some of our major business corridors. These economic development efforts are the initial steps intended to better organize and clarify our commercial tax base and to assist in the planning oversight of these types of locations.

Accordingly, I fully endorse this proposed zoning amendment and request the Council act favorable on the following motion:

**MOTION:** Propose to amend Zoning Ordinance Article VII (Area Regulations) under Section §135-701 by adding after the Table of Dimensional and Density Regulations a new note (10) "Properties located in a Highway Business District that use parking structures to meet off-street parking requirements set forth in §135-806, with or without building area above or below such parking structure, may increase the allowable Building Coverage by 5% for a total Maximum Building Coverage of 30% so long as the site provides at least the 25% Open Space and 75% Lot Coverage.

Please note that this request must be advertised pursuant to Section 2-9 of the Town Charter.

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: August 6, 2015

RECEIVED TOWN CLERK  
BRAINTREE, MA  
2015 AUG -6 AM 11:50

Re: Fire Capital Transfer Expenditure – from Forestry Truck to Hazmat Vehicle

This request was originally submitted as notification (CO15 024) # 6 to repurpose an approved fire expenditure from a forestry truck to a hazmat truck. On July 14, 2015 we came before the Council to specifically explain this development and make you aware of the change in type of vehicle. Based on discussions with the Town Council we are resubmitting and asking that you take formal action to transfer the funds from the Fire Department Forestry vehicle account to the Fire department Hazmat vehicle account.

The Fire Department was 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 the Mayor that he now 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.

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 department's capital needs.

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

**MOTION:** That the sum of \$39,780 be transferred from the Town's Fire Department Vehicle replacement account, to the Fire Department / program 62 capital / Hazmat vehicle replacement account.

Since this request involves the appropriation of funds within the fiscal year 2016 budget, advertising and a public hearing is required under the sections 2-9 and 6-7 of the Town Charter.

#15-024

RECEIVED TOWN CLERK  
BRAintree, MA

Edward J. Spellman, Jr.

Director of Finance 2015 JUN 15 PM 12:31



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 **REVISED**

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>\$274,487</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****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 One Hundred and Thirty 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.

#15-025

Submitted Aug 6, 2015

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  
Sue 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

Re: OPEB Trust Fund and Investment Agreement

Date: August 6, 2015

2015 AUG - 6 PM 1:01  
RECEIVED TOWN CLERK  
BRAintree, MA

During the July 14, 2015, Ways and Means and Town Council meetings, questions were asked about the investment of the Town's OPEB trust fund. By way of clarification, I submit for your review the attached document that outlines the history of State Retiree Benefits Trust Fund (SRBTF) and the investment vehicle the Pension Reserves Investment Trust (PRIT) Fund, a fund of over \$60 billion dollars.

OPEB funds in the PRIT fund are currently \$859 million dollars. There are 37 government entities participating in the SRBTF. The PRIT fund offers a long term track record of 9.65 % since its inception of 1/31/1985. The PRIT fund offers an asset allocation that Braintree alone could not duplicate. Braintree will gain access to PRIT's alternative investment which is unavailable to smaller investors due to cost and minimum investment requirements (i.e., Private Equity, Direct Hedge Funds, Timber, Private Real Estate, and Private Debt). For these reasons, we continue to support investing Braintree's OPEB funds in the SRBTF.

From our previous discussions on the number of Board members we have adjusted it from three (3) to five (5) and it includes the Council President or his designee. A revised Other Post Employment Benefits (OPEB) Trust Agreement is attached.

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

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

**RESOLUTION:**

RESOLVED: That, the Town of Braintree has established an Other Post-Employment Benefits Liability Trust Fund (“OPEB Trust Fund”) in accordance with the provisions of Chapter 32B, Section 20 of the Massachusetts General Laws, as amended by Chapter 68, section 57 of the Acts of 2011 (the “Act”);

RESOLVED: That, in accordance with the Act, the Town of Braintree hereby designates the Town Treasurer/Collector to serve as custodian of the Municipality’s OPEB Trust Fund;

RESOLVED: That the Mayor of the Municipality be authorized to execute and deliver the Investment Agreement with State Retirement Benefits Trust (“SRBT”) in substantially the form presented to this meeting and attached hereto, and that the Treasurer/Collector be authorized to sign checks and wire OPEB Trust Funds to SRBT or to the Pension Reserves Investment Trust, or as it may otherwise be directed by SRBT, and to make withdrawals and investments and enter into such agreements and deliver such certificates and other documents as SRBT or the Pension Reserves Investment Management Board may direct; and

RESOLVED: That the sum of \$4,527,985 be appropriated by transferring said sum from the Town’s OPEB Trust Fund to the SRBT Fund.

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

TRUST AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_,  
~~2013~~2015 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.

RECEIVED TOWN CLERK  
BRAINTREE, MA  
2015 AUG -6 PM 1:01

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~~SRBT Fund Board" means the ~~Health Care Security~~State Retiree Benefit Trust ~~board~~Fund Board of ~~trustees~~Trustees established pursuant to G.L. c. ~~29D~~32A, Section ~~4~~24A.

1.10. "SRBTF" means the State Retiree Benefits Trust Fund established pursuant to G.L. c. 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 five members as follows: (I) The Mayor or his designee, (II) The Council President or his designee, (III) The Director of Municipal Finance shall serve as *ex officio* members; (IV) the Town Accountant, (V) 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 cash 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~~ 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~~24, and subject to acceptance of the SRBT Fund Board Trustees, 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, and subject to acceptance of the SRBT Fund Board Trustees, to take all steps necessary to designate ~~HCST~~the SRBT Fund Board as custodian of investment vehicle for 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<sup>h</sup> 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, and subject to the acceptance of the SRBT Fund Trustees, 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~~ SRBT Fund Board Trustees, the Town Treasurer is authorized to invest the Trust Funds in the SRBT 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

\_\_\_\_\_

Trustee

\_\_\_\_\_

Trustee



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: July 11, 2015 (revised from June 11, 2015 memorandum)

RECEIVED TOWN CLERK  
BRAINTREE, MA  
2015 JUL 14 AM 11:02

As you know, we have taken steps to address the Town's OPEB liability through our financial policies and in our annual budget process. At this time I am requesting that we formalize this work by establishing an OPEB Trust Agreement and by adopting an investment agreement for these funds.

Attached please find two documents:

- 1) Town of Braintree OPEB Trust Agreement- (with State recommended changes)
- 2) Draft Investment agreement between the State Retiree Benefits Trust (SRFT)

Since the filing of the Trust Agreement on June 11, 2015, we have had communications with the State PRIM Board and they have suggested several minor changes which you will see highlighted in the attached document. The deletions are in red and the additions are in blue on the changes are on pages 1, 2, 7 and 11.

The second document is the State Retiree Benefits Trust (SRFT) standard investment agreement that will be completed and submitted with the other required documents.

This trust agreement document and the resolutions identified herein are the last steps needed to complete the application process. We are requesting that we be allowed to place the Town of Braintree's \$4.5 million dollar OPEB fund into the State's 60 billion dollar fund. This fund is a professionally managed. The State Retiree Benefits Trust Fund also contains OPEB funds from some 37 other government entities. It offers a level of professional management, diversification and lower management fees than we could obtain on our own with a separate 4.5 million Braintree fund. I have worked with the PRIM Board for over twenty years in several communities with this fund. With your vote to establish the trust and resolution will move us forward to place the funds in the state trust.

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

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

## RESOLUTIONS

RESOLVED: That, the Town of Braintree has established an Other Post-Employment Benefits Liability Trust Fund (“OPEB Trust Fund”) in accordance with the provisions of Chapter 32B, Section 20 of the Massachusetts General Laws, as amended by Chapter 68, section 57 of the Acts of 2011 (the “Act”);

RESOLVED: That, in accordance with the Act, the Town of Braintree hereby designates the Town Treasurer/Collector to serve as custodian of the Municipality’s OPEB Trust Fund;

RESOLVED: That the Mayor of the Municipality be authorized to execute and deliver the Investment Agreement with State Retirement Benefits Trust (“SRBT”) in substantially the form presented to this meeting and attached hereto, and that the Treasurer/Collector be authorized to sign checks and wire OPEB Trust Funds to SRBT or to the Pension Reserves Investment Trust, or as it may otherwise be directed by SRBT, and to make withdrawals and investments and enter into such agreements and deliver such certificates and other documents as SRBT or the Pension Reserves Investment Management Board may direct; and

RESOLVED: That the sum of \$4,527,985 be appropriated by transferring said sum from the Town’s OPEB Trust Fund to the SRBT Fund.

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

TRUST AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_,  
~~2013~~2015 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. "~~HCSTSRBT Fund~~ Board" means the ~~Health-Care Security~~ State Retiree Benefit Trust ~~board~~ Fund Board of ~~trustees~~ Trustees established pursuant to G.L. c. ~~29D~~ 32A, Section ~~4.24A~~.

1.10. "SRBTF" means the State Retiree Benefits Trust Fund established pursuant to G.L. c.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 cash 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~~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 ~~2424~~, and subject to acceptance of the SRBT Fund Board Trustees, 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, and subject to acceptance of the SRBT Fund Board Trustees, to take all steps necessary to designate ~~HCST~~the SRBT Fund Board as custodian of investment vehicle for 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<sup>h</sup> 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, and subject to the acceptance of the SRBT Fund Trustees, 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~~ SRBT Fund Board Trustees, the Town Treasurer is authorized to invest the Trust Funds in the SRBT 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

\_\_\_\_\_

\_\_\_\_\_



Document comparison by Workshare Compare on Wednesday, July 08, 2015  
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Input:	
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Description	OPEB Trust 6-12-15 orig
Document 2 ID	file://C:\Users\RLT\Desktop\OPEB Trust 6-12-15 - K&B edits.docx
Description	OPEB Trust 6-12-15 - K&B edits
Rendering set	Standard

Legend:	
<u>Insertion</u>	
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Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	17
Deletions	15
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	32

**INVESTMENT AGREEMENT**  
**BETWEEN SRBT FUND BOARD AND MUNICIPALITY**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the State Retiree Benefits Trust Fund board of trustees ("SRBT Fund Board"), established pursuant to Massachusetts General Laws ("M.G.L.") Chapter 32A, Section 24A, acting as the trustee of the State Retiree Benefits Trust Fund ("SRBT Fund") established under the provisions of M.G.L. Chapter 32A, Section 24, having an address of One Ashburton Place, Room 901, Boston, Massachusetts 02108, and the City/Town of \_\_\_\_\_ (the "Municipality"), a body corporate and politic of the Commonwealth of Massachusetts, having an address at \_\_\_\_\_.

**Preliminary Statement**

M.G.L. Chapter 32B, Section 20, as amended by Chapter 68, Section 57 of the Acts of 2011 ("Section 20"), authorizes municipalities that accept such Section to establish an Other Post-Employment Benefits Liability Trust Fund ("OPEB Trust Fund") and to appropriate amounts to be credited to such OPEB Trust Fund. Pursuant to Section 20, the Municipality, by vote of its City Council/and approval of the Mayor/Town Meeting (the "Vote"), a certified copy of which is attached hereto as **Exhibit A**, has established an OPEB Trust Fund, has initially appropriated the amount of \$\_\_\_\_\_ to be credited to the OPEB Trust Fund, and has directed the Municipality's Custodian to invest the OPEB Trust Fund in the SRBT Fund administered by the SRBT Fund.

Accordingly, the parties agree as follows:

1. The Municipality hereby represents and warrants that, by virtue of the Vote, it has accepted Section 20, has established the OPEB Trust Fund with the Town Treasurer/Collector as Custodian and has appropriated \$\_\_\_\_\_ for initial credit to the OPEB Trust Fund.

2. The SRBT Fund Board hereby accepts the investment of the Municipality's OPEB Fund.
3. The SRBT Fund Board and the Municipality acknowledge that, pursuant to M.G.L. Chapter 32A, Section 24A and M.G.L. c.32A, Section 24(a), the SRBT Fund Board is required to invest the SRBT Fund with the Pension Reserves Investment Trust Fund ("the PRIT Fund"), which is administered by the Pension Reserves Investment Management Board ("PRIM Board"), established pursuant to M.G.L. Chapter 32, Section 23(2A).
4. The Municipality hereby directs the SRBT Fund Board to invest the OPEB Trust Fund in the SRBT Fund as a "Purchasing System" in the PRIT Fund (as set forth below), and the SRBT Fund Board hereby authorizes participation by the Municipality in the SRBT Fund and approves such investment. The Municipality acknowledges that its OPEB Trust Fund will be commingled with assets of other participants in the SRBT Fund. The Municipality will provide the SRBT Fund Board and/or the PRIM Board with such information as the SRBT Fund Board or PRIM Board may request from time to time to enable them to perform their responsibilities under this Agreement.
5. The SRBT Fund Board and the PRIM Board, acting on behalf of the PRIT Fund, have entered into an Amended and Restated Investment Services Agreement, dated as of October 1, 2011, attached as **Exhibit B** hereto (the "Investment Services Agreement"), pursuant to which the SRBT Fund is invested in the PRIT Fund General Allocation Account ("GAA") as a "Purchasing System" under the terms of the Pension Reserves Investment Management Board Operating Trust, a copy of which is attached as **Exhibit C** (the "PRIM Board Operating Trust"). The Municipality hereby acknowledges that it has reviewed such materials as it deems necessary and appropriate to understand the GAA and the PRIT Fund. In the event the Investment Services Agreement is amended, the SRBT Fund shall provide the Municipality with the Amended Investment Services Agreement.

6. The Municipality acknowledges that, pursuant to M.G.L. Chapter 32A, Section 24A, the SRBT Fund Board, acting on behalf of the SRBT Fund, and the PRIM Board have entered into an Administrative Services Agreement, dated as of October 1, 2011, attached hereto as **Exhibit D** (the “PRIM Administration Agreement”), pursuant to which the SRBT Fund Board is utilizing the existing resources and staff of the PRIM Board to provide the administrative services described therein to the SRBT Fund and those municipalities and other political subdivisions, agencies and authorities of the Commonwealth which may participate in the SRBT Fund. The PRIM Board shall have responsibility for the valuation of assets in accordance with the provisions of Article 6 of the PRIM Board Operating Trust and for reporting to the Municipality regarding the OPEB Trust Fund. In the event the PRIM Administration Agreement is amended, the SRBT Fund Board shall provide the Municipality with the Amended PRIM Administration Agreement.
  
7. The PRIM Board is paid a Service Fee and Out-of-Pocket Expenses for the services provided in accordance with the PRIM Administration Agreement including but not limited to custodian bank fees, which fees are transferred directly to the PRIM Board from the SRBT Fund’s cash account. The SRBT Fund Board’s administrative expenses shall be paid out of the SRBT Fund’s cash account. The Municipality will be responsible for its pro rata share of all such fees. The Municipality understands the respective rights and obligations of the PRIM Board, the SRBT Fund Board and the Municipality with respect to the OPEB Trust Fund deposited as part of the SRBT Fund in the GAA of the PRIT Fund.
  
8. The cash and assets of the OPEB Trust Fund will be held as part of the SRBT Fund by a custodian designated from time to time by the PRIM Board. The current custodian is The Bank of New York Mellon Trust Company, N.A.. The PRIM Board will direct the Municipality with respect to investing and withdrawing assets in the PRIT Fund GAA.

9. The Municipality acknowledges that it is obligated, as the fiduciary for the OPEB Trust Fund, to review and evaluate the suitability of the investment of the OPEB Trust Fund in the PRIT Fund GAA. The SRBT Fund Board is required to employ the PRIM Board to invest the SRBT Fund in the PRIT Fund.
10. The Municipality acknowledges that its participation in the SRBT Fund will be in accordance with the SRBT Fund Board Operating Trust Agreement attached as **Exhibit E** and the procedures and criteria adopted by the SRBT Fund Board and attached hereto as **Exhibit F**, as they may be amended from time to time, and in accordance with the PRIM Board Operating Trust, the Investment Services Agreement and the PRIM Administration Agreement.
11. The Municipality intends to appropriate \$\_\_\_\_\_ in each fiscal year hereafter to fund the OPEB Trust Fund, with a goal of funding \$\_\_\_\_\_ of its liabilities for other post-employment benefits by the year 20\_\_\_\_\_.
12. The Municipality shall annually provide the SRBT Fund Board with a copy of the summary that it is required to provide to the public employee retirement administration commission pursuant to Section 20 concerning its other post-employment benefits cost and obligations and related information, as required by Government Accounting Standards Board standard 45.
13. The Municipality hereby represents that the persons listed below are duly authorized to act on behalf of the Municipality with respect to the OPEB Trust Fund and to execute, deliver, and perform this Agreement, that this Agreement is a valid and binding obligation, enforceable against the Municipality in accordance with its terms, and that the terms of this Agreement do not violate any obligation by which the Municipality is bound by contract, operation of law or otherwise:

[INSERT LIST OF AUTHORIZED PERSONS]

14. The Municipality shall immediately notify the SRBT Fund Board in writing of any change in the persons authorized hereunder to act on behalf of the Municipality, such notice to be accompanied by a certificate of the Clerk of the Municipality, certifying that the persons named are so authorized.
15. Neither the SRBT Fund Board nor any of its members, officers, employees or agents, make any representations or warranties, express or implied, that any level of performance or investment results will be achieved by the OPEB Trust Fund, the SRBT Fund or the PRIT Fund GAA, or that the OPEB Trust Fund, the SRBT Fund or the PRIT Fund GAA will perform comparably with any standard or index.
16. The SRBT Fund Board shall not be liable with respect to its services hereunder except for any loss attributable to the SRBT Fund Board's gross negligence or willful misfeasance. The SRBT Fund Board shall not be liable for any act or omission of the PRIM Board, any custodian or any broker or dealer. Without limiting the foregoing, the SRBT Fund Board does not assume responsibility for the accuracy of information furnished to it by Municipality, the PRIM Board, any custodian, any broker or dealer, or by any person on whom it reasonably relies. The Municipality shall indemnify and hold harmless the SRBT Fund Board, its officers, members, employees and agents for any loss, liability, cost, damage or expense, including reasonable attorneys' fees and costs, that does not directly result from the SRBT Fund Board's gross negligence or willful misfeasance. Nothing contained in this Agreement shall, however, constitute a waiver or limitation of any rights which the Municipality may have under any applicable law.
17. This Agreement may be terminated by the Municipality or the SRBT Fund Board at the end of any month following 30 days' prior written notice from the terminating party to the other party. Upon termination, the Municipality is responsible for issuing written instructions regarding assets in the OPEB Trust Fund. Fees will be prorated to the date of termination.



MUNICIPALITY

\_\_\_\_\_

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

ATTACHMENT—Opinion of Counsel for Municipality

**EXHIBITS**

EXHIBIT A: Vote of Municipality

EXHIBIT B: [Investment Services Agreement](#)

EXHIBIT C: [PRIM Board Operating Trust](#)

EXHIBIT D: [PRIM Administration Agreement](#)

EXHIBIT E: [SRBT Fund Board Operating Trust Agreement](#)

EXHIBIT F: [SRBT Fund Board Policies and Procedures](#)

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PENSION RESERVES  
INVESTMENT  
MANAGEMENT BOARD

#15-025

# ***Other Post-Employment Benefits***

## ***Overview of the***

## ***Pension Reserves Investment Trust (PRIT) Fund***

## ***and the***

## ***State Retiree Benefits Trust (SRBT) Fund***

## ***as of April 30, 2015***

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# ***Evolution of the State Retiree Benefits Trust Fund (SRBTF)***

- ❑ **1999** - MGL Chapter 29D enacted and signed into law as part of the FY 2000 GAA (section 43 of Chapter 127 of the Acts of 1999), creating the Health Care Security Trust ("HCST"), into which the Master Settlement annual payments are to be deposited, and also creating the HCST Board of Trustees, a 7-member Board charged with the supervision and management of the HCST and the MSA funds therein. Significant features of Chapter 29D include: 7-member Board appointed by Governor (5), Treasurer (1) and AG (1); 70/30% schedule of saving/spending ratio established for annual MSA payments to be received in subsequent fiscal years, with the 30% for spending to be "for health related and tobacco control purposes".
- ❑ **2004** - The GASB (Governmental Accounting Standards Board) issues Standards 43 and 45, requiring all (non-federal) government employers to take steps to define and disclose actuarial liability for retirees' non-pension post-employment benefits (aka "Other Post-Employment Benefits" or "OPEB"), and to determine the actuarial liability for those OPEB benefits.
- ❑ **2007** - The State Retiree Benefits Trust Fund (SRBTF) is legislatively created to address and administer OPEB state retiree benefits; composition of the SRBTF Board is "PRIM plus 2", i.e., the existing PRIM Board members plus A&G and GIC (Section 8 of Chapter 61 of the Acts of 2007 states: "There shall be set up on the books of the commonwealth a fund to be known as the State Retiree Benefits Trust Fund ... The pension reserves investment management board ... shall be the trustee of and shall administer the fund. For the purposes of this section the secretary of the executive office of administration and finance, or his designee, and the executive director of the group insurance commission ... shall be members of the [PRIM] board ... The purpose of said [SRBTF] fund shall be for depositing, investing and disbursing amounts set aside solely to meet liabilities of the state employees' retirement system for health care and other non-pension benefits for retired members of the system ..."). The legislation also abolished the HCST.
- ❑ **2007** – Special Commission is legislatively established to study and report on numerous issues associated with GASB 43 and 45 and OPEB liability -- said Special Commission issues its report in 2008, and many of its recommendations are subsequently filed as legislative proposals, and some subsequently enacted and signed into law.
- ❑ **2008** - "Interim" outside section is enacted and signed into law stating that the HCST shall manage the SRBTF while the legislature considers the recommendations of the special OPEB study commission (See section 12 of Chapter 235 of the Acts of 2008: "... in order to minimize investment fees and maximize returns through continuity of investment management of the [SRBTF] ... while the general court considers the recommendations of the [special] commission ... investments of the trust shall be held and managed by the [HCST] board of trustees ... until legislation is enacted confirming management of the [SRBTF]").
- ❑ **2009** - Interim status of HCST management of SRBTF becomes permanent, and HCST Board is reconfigured.



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# Who Manages the SRBTF? Who Can Invest in the SRBTF?

- The seven-member State Retiree Benefits Trust Fund (SRBTF) Board, established by **Section 24 of Chapter 32A** of the Massachusetts General Laws, is responsible for the administration and investment management of the SRBTF. The SRBTF Board is comprised of the Secretary of Administration & Finance or a designee, the Executive Director of the Group Insurance Commission or a designee, the Executive Director of the Public Employee Administration Commission (PERAC) or a designee, the State Treasurer or a designee, the Comptroller or a designee, an appointee of the Governor, and an appointee of the State Treasurer (both appointed members are required to have investment, financial management, legal, or public management experience).
- Chapter 68 of the Acts of 2011, the FY 2012 state budget, was signed into law in July 2011. Sections 50 and 57 of Chapter 68 amend **Section 24 of Chapter 32A** and **Section 20 of Chapter 32B**, respectively, of the General Laws allowing municipalities, authorities, and certain other government entities of the Commonwealth to establish a liability trust fund for funding retiree benefits (other than pension), also known as Other Post-Employment Benefits (OPEB). The legislation also ensures that these entities have access to the state's investment trust, the State Retiree Benefits Trust Fund (SRBTF), for purposes of investing OPEB funds. Further, Section 20 of Chapter 32B, as amended, designates the entities eligible to serve as custodian of such funds: 1) a designee appointed by the board of a municipal lighting plant, 2) the treasurer of any governmental unit, or 3) the SRBTF Board of Trustees, which oversees the SRBTF.
- In August 2011, the SRBTF Board (formerly the Health Care Security Trust (HCST) Board), voted to assign full investment management of the SRBTF assets to the nine-member Pension Reserves Investment Management (PRIM) Board, which manages the approximately \$60 billion Pension Reserves Investment Trust (PRIT) Fund, the state pension fund. PRIM and PRIT were established in 1983 to address the Commonwealth's unfunded pension liabilities.



# Summary of Legislation

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- ❑ Section 20 of Chapter 32 B provides a Road-Map for entities to establish an OPEB trust without a special act and without a funding schedule requirement:
  - Government entities setting up an OPEB Trust should adopt Section 20
  - Identifies SRBTF and entity treasurer as options for custodian (not retirement systems)
  - Provides “turn-key” option to invest in SRBTF by appointing the SRBTF Board as custodian
  - If the treasurer is custodian, Section 24 of Chapter 32A allows investment in SRBTF
  - SRBTF Board Approval required in either case
- ❑ Section 24 of Chapter 32A (as amended) provides entities who already have an OPEB Trust fund with the ability to invest in the SRBTF
  - Must have appropriate investment authority
  - Retirement systems are grandfathered
  - SRBTF Board Approval required
- ❑ Section 7 of Chapter 36 of the Acts of 2013 amended Mass. Gen. Laws c.32A, s. 24 and now requires the SRBTF board of trustees to invest the SRBTF assets in the PRIT Fund.
- ❑ Several outside sections of Chapter 165 of the Acts of 2014, the FY2015 state budget, repealed Mass. Gen. Laws c.29D, thereby abolishing the HCST and the HCST Board, and re-branding the HCST Board as the SRBTF Board. The former provisions of Mass. Gen. Laws c.29D, are now consolidated under Mass. Gen. Laws c.32A, s. 24.



# Composition of the State Retiree Benefits Trust Fund Board

- State Comptroller, or designee (Chair) Thomas G. Shack III, Esq., State Comptroller
- Secretary of Administration & Finance or designee Kristen Lepore, Secretary of Administration & Finance
- State Treasurer, or designee Deborah B. Goldberg, State Treasurer & Receiver-General
- Treasurer's appointee Michael Tow, President & Founder, New Boston Financial
- Governor's appointee Terrence Finn, Edwards Angell Palmer & Dodge LLP
- Executive Director, Group Insurance Commission, or designee Dolores L. Mitchell, Executive Director, GIC
- Executive Director, Public Employee Retirement Joseph E. Connarton, Executive Director, PERAC
- Administration Commission, or designee (Interim Chair as of May 1, 2015)

*Five of the seven Trustees are Ex Officio Members. The two appointed Trustees serve five-year terms.*



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## SRBTF Board Approval Requirements

- Evidence of authorization
- Acknowledgement of investment risk, understanding of agreements
- Acknowledgement of fiduciary obligation (Custodial designee)
- Indication of commitment to fund



# State OPEB Reporting Requirements

## MGL 32B:20 (d)

- (Entities) shall annually submit to the Public Employee Retirement Administration Commission (PERAC) on or before December 31, a summary of its OPEB cost and obligations and all related information required under GASB 45, covering the last fiscal or calendar year for which this information is available.
- On or before June 30 of the following year, PERAC shall notify any entity submitting this summary of any concerns that the commission may have or any areas in which the summary does not conform to the requirements of GASB 45 or other standards that the commission may establish.
- PERAC shall file a summary report of the information received under this subsection with the chairs of the house and senate committees on ways and means, the secretary of administration and finance and the board of trustees of the Health Care Security Trust.



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# Downloadable Documents Posted to SRBTF Web Page

- <http://www.nj.gov/srbtf/>
- Frequently Asked Questions (FAQ).
- Custodian and Investment Agreement, Exhibits, and Opinion of Counsel.
  - Exhibit A – Sample language of resolution/vote of a government entity authorizing the HCST to invest such government entity's OPEB liability funds. Vote must be certified.
  - Exhibit B – Investment Services Agreement (ISA) between HCST and PRIM.
  - Exhibit C – PRIM Operating Trust Agreement.
  - Exhibit D - HCST and PRIM Administrative Services Agreement.
  - Exhibit E – HCST Policies and Procedures.
  - Sample of boilerplate language for government entity's Opinion of Counsel letter, i.e., what should be included in the letter.
- Draft of Certificate of the Clerk of City/Town. May be customized for type of entity (e.g., an authority, county, district, light department).
- Checklists for government entities investing in SRBTF under Chapter 32B, §20, under Chapter 32A, §24, or under Special Legislation.



# Governmental Entities Participating in the SRBTF

1. Town of Acton
2. Town of Amherst
3. Town of Bedford
4. BiCounty Educational Collaborative, Franklin, MA
5. Town of Boxford
6. Town of Brewster
7. Town of Brookline
8. Town of Burlington
9. Town of Chelmsford
10. Concord Area Special Education (CASE) Collaborative
11. Town of Cohasset
12. Town of Harvard
13. Town of Hingham
14. Town of Holliston
15. Town of Ipswich
16. Town of Lancaster
17. Town of Lenox
18. City of Leominster
19. Lowell Regional Transit Authority (LRTA)
20. Town of Manchester-By-The-Sea
21. Town of Marblehead
22. Massachusetts School Building Authority
23. Mass State Retirees
24. Town of Middleton
25. Town of Needham
26. City of Newton
27. Town of Northborough
28. Town of Orleans
29. Pilgrim Area Collaborative (PAC), Pembroke, MA
30. Town of Provincetown
31. Shawshheen Valley Technical High School, Billerica, MA
32. Town of Stockbridge
33. Town of Tewksbury
34. Town of Wakefield
35. Wakefield Municipal Gas & Light Department
36. Town of Wellesley
37. Town of Westwood

Participant assets, excluding Mass State Retirees, were \$150.4 million as of April 30, 2015.

Total SRBTF assets were \$859.5 million as of April 30, 2015.



PENSION RESERVES  
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# Benefit to Investing in the SRBTF

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- ❑ Municipalities' OPEB liability trust funds are invested the same way the Massachusetts Retirement System's assets are managed.
  - The PRIT Fund's General Allocation Account, aka PRIT Core, which holds ALL of PRIT's investments.
- ❑ Diversification, diversification, diversification!
  - Lowers overall portfolio risk.
  - Municipalities' OPEB liability trust funds gain access to PRIT's alternative investments, which are unavailable to smaller investors due to cost and minimum investment requirements (i.e., Private Equity, Direct Hedge Funds, Timber, Private real Estate, Private Debt).
- ❑ Municipalities' OPEB assets are managed at a very low cost due to economies of scale.
  - Fifty-five basis points, based on PRIT's most recent audit. This includes ALL expenses incurred by PRIM and PRIT.
- ❑ Municipalities receive a concise monthly capital account statement from PRIM identical to the one the Participating and Purchasing Retirement Systems receives each month.
- ❑ Proven long-term investment performance track record.
  - Since inception (1/31/1985), the average annual return of the PRIT Fund was 9.65% as of March 31, 2014.
- ❑ Municipalities, SRBTF, and PRIM's interests are totally aligned.
  - There are no financial incentives for PRIM staff to "accumulate assets", as is the case for most private investment and consulting firms.
- ❑ Municipalities have a responsive and dedicated client services team at PRIM representing their needs.



## How Are Fees Allocated to SRBTF Participants?

The pro rata share of fees is approximately 55 basis points, which is PRIM's management fee expense and is the combination of the following:

- Direct investment management fees paid to third party managers, paid by PRIM check or wire.
- Consultant and advisory fees paid to third party consultants and advisors, paid by PRIM check or wire.
- Costs for maintaining and operating PRIM's offices, paid by PRIM check or wire.
- Indirect investment management fees which are charged against investments by commingled funds and private investment managers (private equity, real estate, Hedge funds, etc.).

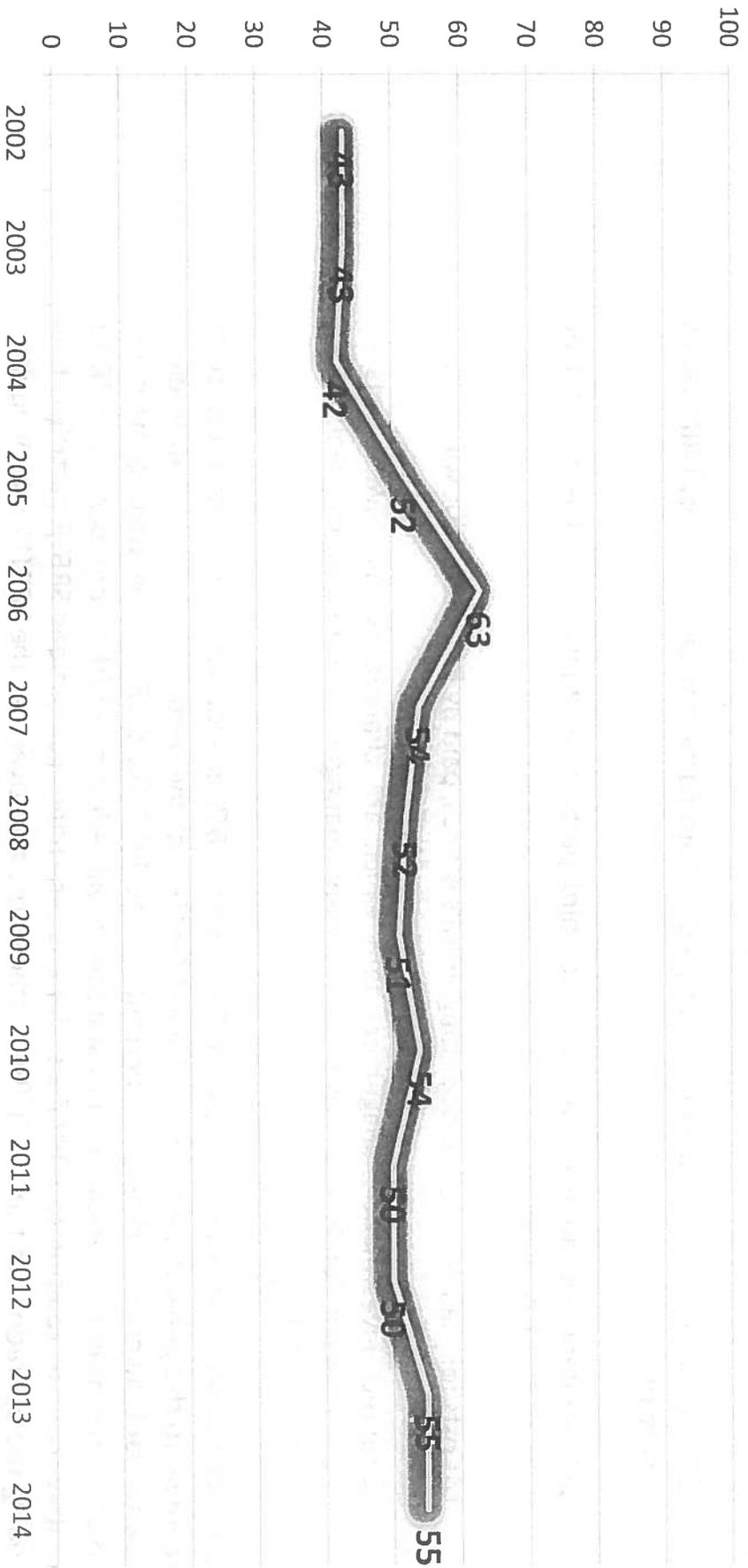
Each month-end, a participant in the PRIT Fund or SRBTF is allocated a share of these costs according to the percentage of the PRIT Fund/SRBTF that the participant owns. For example, if a participant owns *one-fifth-of-one-percent* of the PRIT Fund/SRBTF, the management fee shown on the monthly capital account statement will reflect *one-fifth-of-one-percent* of PRIT's monthly costs. In addition to PRIM fees, there is the shared cost among SRBTF participants in funding the operations of the SRBTF Board (the entity that oversees the SRBTF), which equates to less than one basis point. Again, such fee is allocated on a pro rata basis, with the state paying the largest share of that fee, as it is the largest participant in the SRBTF, with assets over \$600 million.



PENSION RESERVES  
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# PRIT Fund Ratio of Expenses in Basis Points



PENSION RESERVES  
**INVESTMENT**  
 MANAGEMENT BOARD





PENSION RESERVES  
INVESTMENT  
MANAGEMENT BOARD

2010-2011

# PRIM Organization

**Steven Grossman, Treasurer and Receiver General, Chair**  
**Michael G. Trotsky, CFA, Executive Director and Chief Investment Officer**



# Board Members

Chair  
 State Treasurer and  
 Receiver-General-Elect,  
 Commonwealth of Massachusetts  
 Deborah B. Goldberg

Appointee of the State Treasurer (4 years)	Designee of the Governor, Ex Officio Member	Appointee of the Governor, Non-State Employee or Official (4 years)	Appointee of the Governor, Public Safety (4 years)	State Retirement Board Member (SRB)	Teachers' Retirement Board Member (TRB)	Elected Representative State Teachers' Retirement System (3 years)	Elected Representative State Employees Retirement System (3 years)
Ruth Ellen Fitch	Michael P. Heffernan	Anthony E. Hubbard, Esquire	Dana A. Pullman	Theresa F. McGoldrick, Esquire	Dennis J. Naughton	Robert L. Brousseau	Paul E. Shanley, Esquire



# Committee Members

## Investment Committee (11 Members)

- 1 Deborah B. Goldberg, Chair
- 2 C. LaRoy Brantley
- 3 Michael Even, CFA
- 4 Constance M. Everson, CFA
- 5 Ruth Ellen Fitch
- 6 Michael Heffernan
- 7 Joe Bonfiglio
- 8 Edward W. Kane
- 9 Paul E. Shanley, Esq.
- 10 Glenn P. Strehle, CFA
- 11 Timothy L. Vaill

## Real Estate and Timberland Committee (8 Members)

- 1 Jill S. Hatton, CRE, Chair
- 2 Deborah B. Goldberg
- 3 Anthony E. Hubbard, Esquire
- 4 Dennis Kanin
- 5 Garlan Morse, Jr., CRE
- 6 Jack Lutz, Ph.D.
- 7 Peter F. O'Connell
- 8 William F. McCall, Jr., CRE

## Administration and Audit Committee (12 Members)

- 1 Robert L. Brousseau, Chair
- 2 Ted C. Alexiades, CPFO
- 3 Patrick E. Brock
- 4 Joseph Connolly
- 5 Karen E. Gershman, CPA
- 6 Eileen Glovsky
- 7 Deborah B. Goldberg
- 8 Michael Heffernan
- 9 Renée M. Landers, Esquire
- 10 Theresa F. McGoldrick, Esquire
- 11 Dennis J. Naughton
- 12 Michele A. Whitham, Esquire

## Compensation Committee (5 Members)

- 1 Michele A. Whitham, Esq., Chair
- 2 Patrick E. Brock
- 3 Robert L. Brousseau
- 4 Deborah B. Goldberg
- 5 Joseph Connolly





PENSION RESERVES  
**INVESTMENT**  
MANAGEMENT BOARD

## ***PRIT Asset Allocation***

***Steven Grossman, Treasurer and Receiver General, Chair***  
***Michael G. Trotsky, CFA, Executive Director and Chief Investment Officer***



# PRIT Core Fund Asset Allocation Targets - Adopted February 10, 2015

	2014	2015	Change
U.S. Large Cap	14.5%	14.5%	
U.S. Small/Mid Cap	4.0%	4.0%	
International	16%	16%	
Emerging Markets	7%	7%	
<b>Total Global Equity</b>	<b>40%</b>	<b>40%</b>	
Core Bonds	0%	3%	+3%
20+ Year Treasury Strips	10%	7%	-3%
TIPS	3%	3%	
<b>Total Core Fixed Income</b>	<b>13%</b>	<b>13%</b>	
High Yield	1.5%	1.5%	
Bank Loans	1.5%	1.5%	
EMD (Dollar Denominated)	1.0%	1.0%	
EMD (Local Currency)	2.0%	2.0%	
Private Debt	4%	4%	
<b>Total Value Added Fixed Income</b>	<b>10%</b>	<b>10%</b>	
Private Equity	10%	10%	
Real Estate	10%	10%	
Timber	4%	4%	
Hedge Funds	9%	9%	
Portfolio Completion Strategies	4%	4%	
<b>5-7 Year Expected Return</b>	<b>6.8%</b>	<b>6.8%</b>	
<b>30 Year Expected Return</b>	<b>7.9%</b>	<b>7.9%</b>	
<b>Risk (Std. Deviation)</b>	<b>12.5%</b>	<b>12.6%</b>	<b>+0.1%</b>
<b>Sharpe Ratio</b>	<b>0.41</b>	<b>0.40</b>	<b>-0.1%</b>

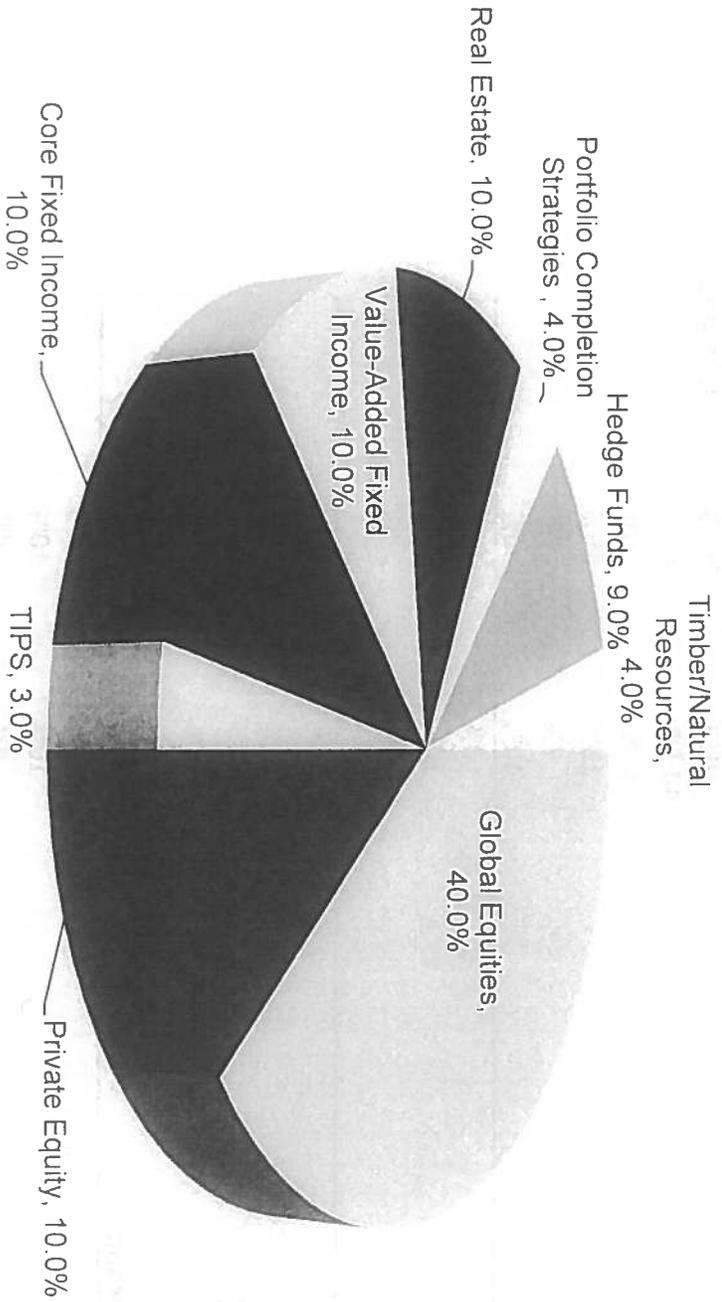


PENSION RESERVES  
INVESTMENT  
MANAGEMENT BOARD



# PRIT Core Fund Asset Allocation Targets

Adopted by the PRIM Board on February 11, 2015



5-7 Year Expected Return	6.8%
30-Year Expected Return	7.9%
Risk (Standard Deviation)	12.6%

Sharpe Ratio

17

0.40

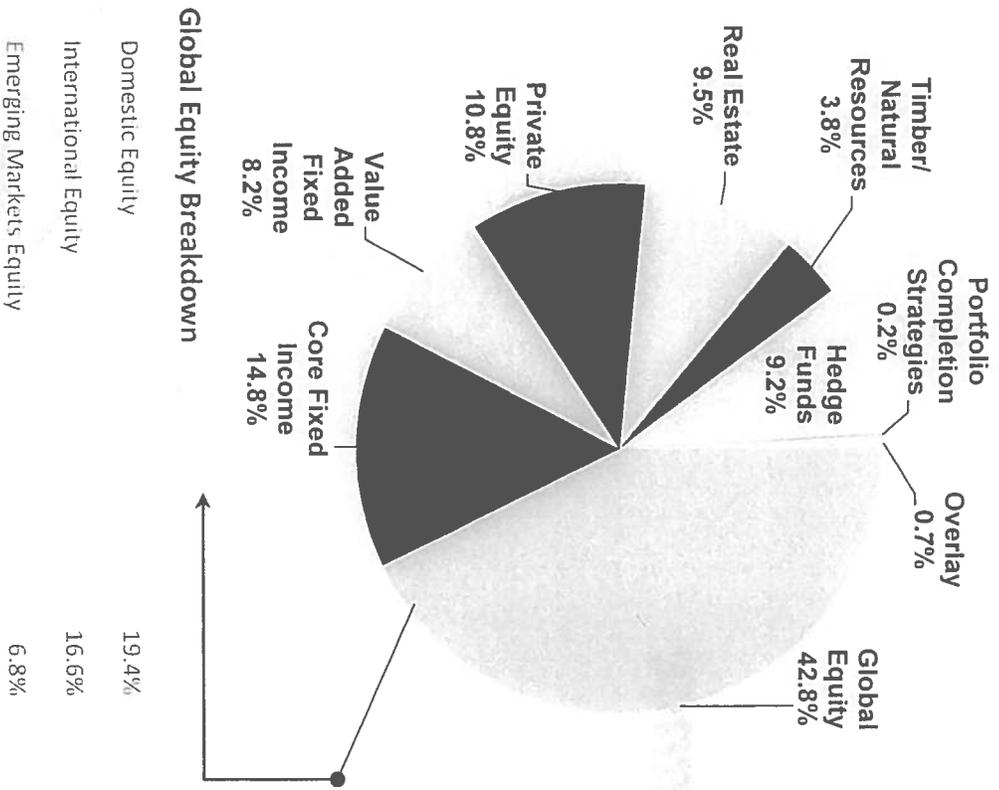


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# PRIT Fund Actual Asset Allocation Targets

Actual Allocations as of April 30, 2015



PENSION RESERVES  
INVESTMENT  
MANAGEMENT BOARD





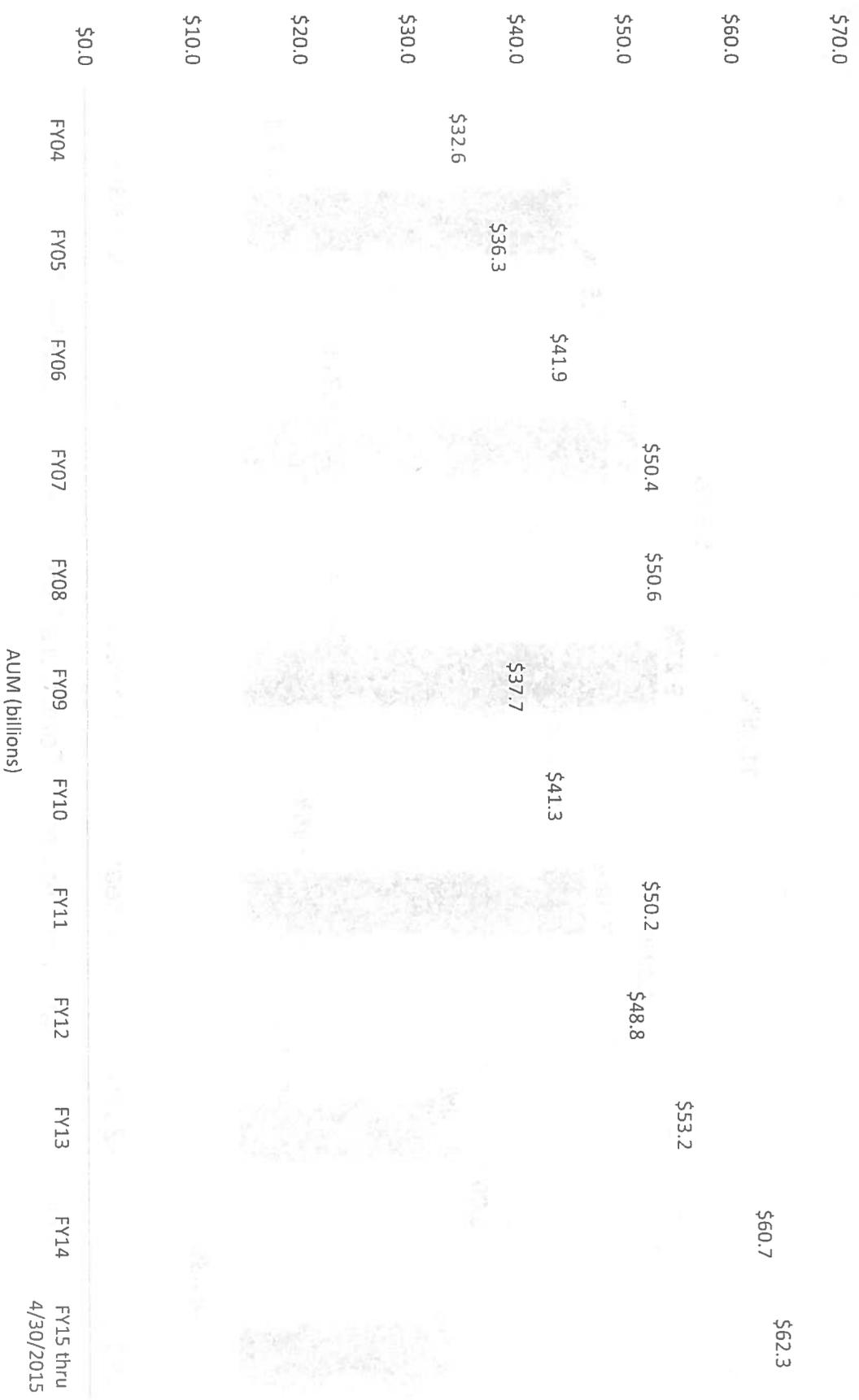
PENSION RESERVES  
INVESTMENT  
MANAGEMENT BOARD

## *PRIT Fund Performance*

*Steven Grossman, Treasurer and Receiver General, Chair*  
*Michael G. Trotsky, CFA, Executive Director and Chief Investment Officer*



# Total PRIT Fund Fiscal Year Market Value (\$Billions)



PENSION RESERVES  
INVESTMENT  
MANAGEMENT BOARD



# Total PRIT Fund Returns (Gross of Fees)

Annualized Returns as of April 30, 2015



Total Core Benchmark includes private equity benchmark.  
Source: BNY Mellon.

Total Fund Return

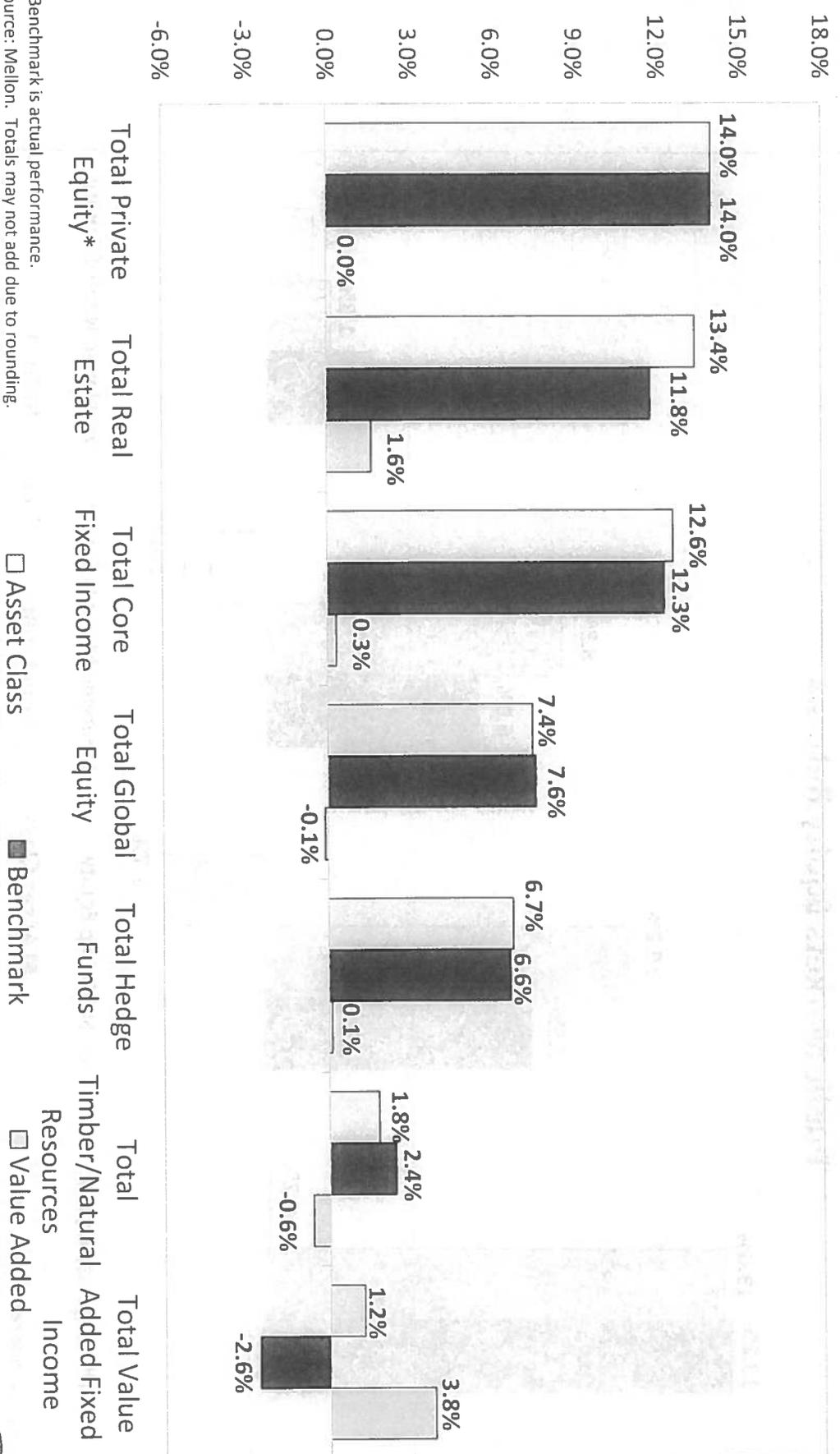
Total Core Benchmark

Value Added



# PRIT Asset Class Performance (Gross of Fees)

One Year Ended April 30, 2015



\* Benchmark is actual performance.  
Source: Mellon. Totals may not add due to rounding.

Asset Class

Benchmark

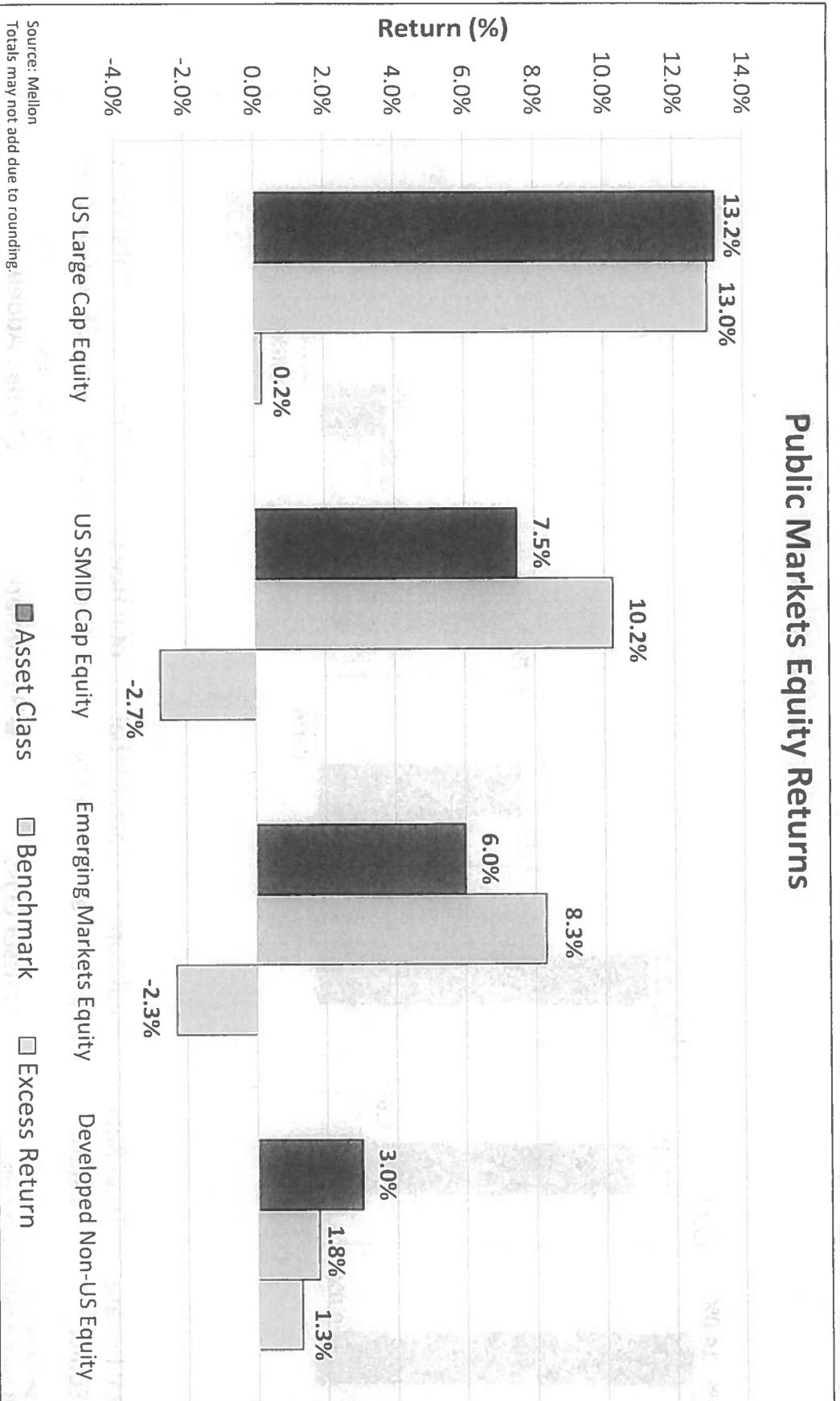
Value Added



# Public Markets Performance – Equities (42.8% of PRIT Fund)

One Year Ended April 30, 2015

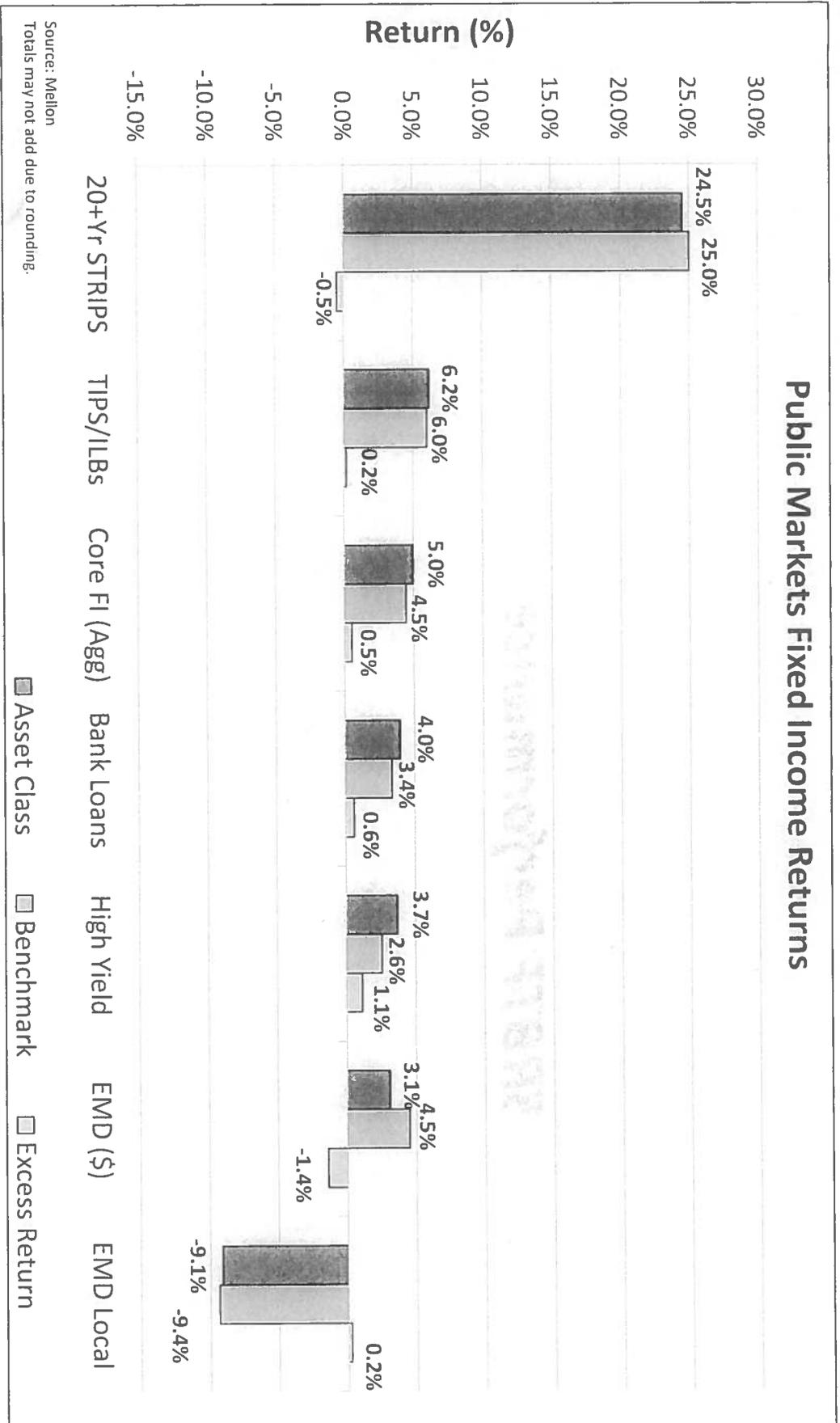
## Public Markets Equity Returns



# Public Markets Performance – Fixed Income (20.9% of PRIT Fund)

One Year Ended April 30, 2015

## Public Markets Fixed Income Returns





PENSION RESERVES  
INVESTMENT  
MANAGEMENT BOARD

## SRBTF Performance

**Steven Grossman, Treasurer and Receiver General, Chair**  
**Michael G. Trotsky, CFA, Executive Director and Chief Investment Officer**



# State Retiree Benefits Trust Fund

## NET of Fees Rates of Return

### For Periods Ending April 30, 2015

	NAV \$(M)	Actual Allocation %	Month	QTD	FY '15	Calendar					Since Inception
						YTD	1 Year	3 Year	5 Year	10 Year	
GENERAL ALLOCATION*	858,940	100.0%	1.01	1.01	4.67	3.63	8.20	10.73			12.11
CLOSED PORTFOLIOS	12	0.0%									
CASH	(7)	0.0%									
TOTAL	858,944	100%	1.01	1.01	4.63	3.62	8.21	10.66	9.87	7.27	7.34
PARTICIPANTS CASH	526		0.01	0.01	0.10	0.04					
TOTAL FUND**	859,470	100%	1.01	1.01	4.61	3.61	8.19	10.65	9.86	7.27	7.34
POLICY BENCHMARK			1.26	1.26	4.39	4.21	7.68	9.27	8.70	6.56	6.80
ACTUAL ALLOCATION BENCHMARK			1.23	1.23	4.54	4.25	8.06	10.23	9.33	7.09	7.23

\* The inception date for the SRBTF's investment in the PRTT Fund General Allocation Account (PRTT GA) was 10/31/2011, when 82% of the fund was transitioned from separate accounts to PRTT GA. The remaining 18% of separate account assets were transitioned over the following 14 months with 100% of assets invested in PRTT GA by 12/31/2012. This ITD value reflects the inception-to-date return for PRTT GA assets only.

\*\* The inception date for the TOTAL FUND was 11/30/2001. This ITD value reflects the true inception-to-date return for all SRBTF assets including legacy separate account investments as well as the PRTT GA investments.



PENSION RESERVES  
INVESTMENT  
MANAGEMENT BOARD



**National Grid Petition – Packard Drive**

**Staff Recommendations**

**To install and maintain approximately 275 feet of 2 inch gas main from the existing 2 inch main at house # 20 northerly and westerly to house # 45 and #47 Packard Drive for new gas service.**

**BELD**: Engineering has reviewed the proposed installation plan and has no underground electric utility conflicts within the proposed scope of work.

Please note that there are underground electric and communication utility's serving the development to the East of Packard Dr. at the limits of the proposed excavation and trench plan.

**DPW**: This section of Packard Drive is not under moratorium. The Town intends to install a new water main through that entire section this year beginning early summer, so prompt completion of the gas main installation would avoid coordination problems with the Town's contractor. We'd recommend that the petition be granted under the normal conditions, with emphasis on the requirements that the gas main be laid outside of the trench of the water mains in service and that the trench pavement not be left low for any length of time; We also recommend that the following requirement be added to the permit, if it is to be granted:

"Neither National Grid nor any of its contractors is authorized to close any street or to close a direction of travel to facilitate their work without authorization from the Director of the Department of Public Works or the Highway Superintendent. The Chief of Police can also authorize a closure for a police or fire emergency. Construction zone traffic safety issues are to be addressed by using appropriate traffic control signs and devices and the use of police officers for traffic control to safely guide traffic through the work zone. If a closure is authorized by the DPW, it shall not be implemented until signs and police officers (where needed) are properly in place in conformity with the written plan prepared by the contractor's engineer and approved by the DPW and Police Department."



**Town of Braintree**  
Contributory Retirement System

74 Pond Street, 2nd Floor  
Braintree, MA 02184

July 7, 2015

Ms. Susan Cimino  
Clerk for the Council  
Braintree Town Hall  
One J.F.K. Memorial Drive  
Braintree, MA 02184

RECEIVED TOWN CLERK  
BRAINTREE, MA  
2015 JUL -7 PM 2:54

Dear Susan,

The Braintree Contributory Retirement Board respectfully requests to meet with the Braintree Town Council Members to discuss adopting the following local option:

1. M.G.L. c. 32 §20(6) – *Retirement Board Members Compensation*

Enclosed you will find the referenced legislation with an explanation and the Board's rationale for moving forward with this request. If you or the Council members require any additional information or have any questions, please do not hesitate to contact me at (781)794-8211, or [jmartineau@braintreema.gov](mailto:jmartineau@braintreema.gov).

Requested Motion:

*That the Town vote to accept the provisions of M.G.L. c. 32, s. 20(6), as amended by Section 34 of Chapter 176 of the Acts of 2011, to allow the elected and appointed members of the Braintree Contributory Retirement Board to receive a stipend of not less than \$3,000 nor more than \$4,500 per year*

Sincerely,

Jeanne Martineau, Director  
Braintree Contributory Retirement System

Cc: BCRS Board Members

RECEIVED TOWN CLERK  
BRAINTREE, MA

2015 JUL 7 11 25 4

M.G.L. c. 32 Contributory Retirement Systems for Public Employees

*§20(6) – Retirement Board Members Compensation*

(6) *Retirement Board Members Compensation.* — The elected and appointed members of a city, town, county, regional, district or authority retirement board upon the acceptance of the appropriate legislative body shall receive a stipend; provided, however, that the stipend shall not be less than \$3,000 per year and not more than \$4,500 per year; provided, further, that the stipend shall be paid from funds under the control of the board as shall be determined by the commission; and provided, further, that an ex-officio member of a city, town, county, district or authority retirement board upon the acceptance of the appropriate legislative body shall receive a stipend of not more than \$4,500 per year in the aggregate for services rendered in the active administration of the retirement system.

**NARRATIVE:**

The Braintree Contributory Retirement Board Members typically meet on the fourth Wednesday of every month, and at times schedule random meetings to accommodate members of the System and their attorneys for purposes of confidential hearings. Occasionally, there is also a need for financial reviews, or money manager interviews, however, the Board typically incorporates such interviews into their regular meetings, thus significantly extending their meeting period.

The Board is governed under M.G.L. c. 32, and below you will find just two of the most recent changes to this law which require extensive time and full disclosure on the part of Retirement Board members:

Section 20(7)

*Retirement Board Member Training.* — During each full term of service retirement board members shall undertake 18 hours of training; provided, however, that not less than 3 hours of such training shall take place each year and not more than 9 hours may take place in any single year; provided, however, that nothing in this subdivision shall prohibit such retirement board members from undertaking more than 18 hours of training.

Such training shall consist of 9 hours sponsored by the commission, which shall include, at a minimum, the topics of fiduciary responsibility, ethical conduct and conflict of interest and 9 hours of training on topics prescribed by the commission provided by the Massachusetts Association of Contributory Retirement Systems or other local, state, regional and national organizations recognized by the commission as having expertise in retirement issues of importance to retirement board members or other entities, as the commission may determine.

Section 20C.

*Retirement Board Member Statement of Financial Interest.* — (a) Every member of a retirement board shall file a statement of financial interests for the preceding calendar year with the commission: (i) within 30 days of becoming a member of a retirement board; (ii) by May 1 of each year thereafter that the person is a member of a retirement board; and (iii) by May 1 of the year after the person ceases to be a member of a retirement board.

*(see statement attached)*

The Board is also governed under Public Employee Retirement Administration (PERAC) Regulations, 840 CMR 1-27. Below we have included only the first regulation to emphasize the fiduciary duty that is placed upon the members of the Braintree Retirement Board.

#### 1.01: Board Members' Duty

1. A board member shall discharge all of his/her duties solely in the interest of members and their beneficiaries, and
2. For the exclusive purpose of:
  1. Providing benefits to members and the beneficiaries; and
  2. Defraying reasonable expenses of administering the system
3. With the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims.
4. By diversifying the investments of the system so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so.
5. In accordance with the Massachusetts General Laws, the rules and regulations promulgated by the Commission, and the rules and regulations adopted by the Board and approved by the Commission.

#### 1:02: Liability For Breach of Fiduciary Duty

1. Failure to comply with the fiduciary standard set forth in M.G.L. c. 32, § 23 and in 840 CMR 1.01 may subject the fiduciary to personal liability for any losses to the system resulting from such failure.
2. If a fiduciary knowingly participates in or knowingly conceals an act or omission of a co-fiduciary which is a breach of fiduciary duty the fiduciary may be subject to personal liability for any losses to the system resulting from such breach.
3. If, by failing to comply with his/her fiduciary duty, a fiduciary enables a co-fiduciary to breach his/her fiduciary duty, the fiduciary may be subject to personal liability for any losses to the system resulting from such breach.
4. If a fiduciary has knowledge of a breach of fiduciary duty by a co-fiduciary and the fiduciary fails to make reasonable efforts under the circumstances to remedy the breach of fiduciary duty, the fiduciary may be subject to personal liability for any losses to the system resulting from such breach.

As you can read above, the Braintree Retirement Board Members assume an abundance of personal liability for their duties, which they take very seriously. They work closely with their financial and legal counsel to ensure that they are in compliance with all investment and member-related regulations, and they have oversight responsibility for a portfolio in excess of one-hundred and seventy- million dollars.

There are 104 Massachusetts Retirement Boards which are governed under c. 32. Enclosed you will find a survey demonstrating that Braintree is one of twelve Boards who do not offer a stipend of any kind. The Board is requesting that the Council vote to accept the local option under M.G.L. c. 32, §20(6), and grant the Braintree Contributory Retirement Board Members a stipend as allowed in legislation. Your consideration of this matter is greatly appreciated.

**PUBLIC EMPLOYEE  
RETIREMENT ADMINISTRATION COMMISSION  
5 MIDDLESEX AVE – 3<sup>RD</sup> FLOOR  
SOMERVILLE, MA 02145  
(617) 666-4446**

**STATEMENT OF FINANCIAL INTERESTS FOR CALENDAR YEAR 2014**

Please provide the requested information. As required by G.L. c. 32, Section 20C, the Financial Disclosure Law, you must answer all questions to the best of your knowledge. If your answer to any question is "none" or if any question is not applicable, check "Not Applicable." If extra space is needed to complete a response, attach additional pages, clearly noting the question to which the information relates. If the Commission needs to contact you regarding this form, we will use the contact information provided in Question 1.

**1. Reporting Data**

Person Reporting:	
Current Home Address:	
City:	
State:	
Zip:	
Home Phone:	
Office Phone:	
Email:	
Name of spouse residing in your household:	<input type="checkbox"/> Not Applicable
Name of dependent child(ren) residing in your household (you do not need to provide the name of minor children):	<input type="checkbox"/> Not Applicable

**2. Retirement Board**

**This question indicates the reason you are required to file a Statement of Financial Interests and must be completed.** Identify each position you held in 2014 or now hold as a Retirement Board Member.

Board on which you serve(d):	
Start Date:	
End Date if applicable:	

**3. Other Government Position(s) (including position as an employee of a retirement board)**

Identify any other government position(s) held in 2014 by you and/or an **IMMEDIATE FAMILY** member (spouse or dependent child) in any federal, state, county, district or municipal agency, whether compensated or uncompensated, full- or part-time. This also includes work performed pursuant to any consulting or contracted agreement with any such agency.

Do **NOT** include the name of any **IMMEDIATE FAMILY** member in your answer. Instead, put, e.g; "Spouse" or Child".

Not Applicable

Name of Governmental Entity:	
Position Held:	
Filer or Immediate Family Member:	

**4. Employment and Other Associations with Businesses and Non-Governmental Entities (Including Non-Profit Organizations)**

Identify each **BUSINESS** with which you and/or an **IMMEDIATE FAMILY** member (spouse or dependent child) were associated in 2014 as an employee, or as a partner, sole proprietor, officer, director, or in any similar managerial capacity, whether compensated or uncompensated, full- or part-time. **Include any business from which you have taken a leave of absence.**

Do **NOT** include the name of any **IMMEDIATE FAMILY** member in your answer. Instead, put, e.g; "Spouse" or Child".

Not Applicable

Name of Business:	
Address:	
Position Held:	
Filer or Immediate Family Member:	

**5. Business Ownership/Equity**

Identify any **BUSINESS** in which you and/or an **IMMEDIATE FAMILY** member owned more than 1% of the **EQUITY** at any time during 2014.

Do **NOT** include the name of any **IMMEDIATE FAMILY** member in your answer. Instead, put, e.g; "Spouse" or Child".

Not Applicable

Name of Business:	
Address:	
Percentage Owned (Filer Only):	

**6. Gifts**

Identify any GIFTS with a fair market value aggregating more than \$100 received by you and/or an **IMMEDIATE FAMILY** member at any time during 2014 if the source of the gift is a person having a direct interest in a matter before the retirement board of which you are a member.

Do **NOT** include the name of any **IMMEDIATE FAMILY** member in your answer. Instead, put, e.g; "Spouse" or Child".

Not Applicable

Name of Source:	
Address of Source:	
Affiliation of Source:	
Individual Giving on Behalf of Source:	
Recipient:	
Value (Filer Only):	

**7. Honoraria**

Identify any **HONORARIUM** aggregating more than \$100 received by you and/or an **IMMEDIATE FAMILY** member at any time during 2014 if the source of such honoraria is a person having a direct interest in a matter before the retirement board of which you are a member.

Do **NOT** include the name of any **IMMEDIATE FAMILY** member in your answer. Instead, put, e.g; "Spouse" or Child".

Not Applicable

Name of Source:	
Address of Source:	
Affiliation of Source:	
Individual Giving on Behalf of Source:	
Recipient:	
Value (Filer Only):	

**8. Reimbursements**

Identify any **REIMBURSEMENTS** aggregating more than \$100 received by you and/or an **IMMEDIATE FAMILY** member at any time during 2014 if the source of the reimbursement is a person having a direct interest in a matter before the retirement board of which you are a member.

Do **NOT** include the name of any **IMMEDIATE FAMILY** member in your answer. Instead, put, e.g; "Spouse" or Child".

Not Applicable

Name of Source:	
Address of Source:	
Affiliation of Source:	
Individual Giving on Behalf of Source:	
Recipient:	
Value (Filer Only):	

**9. Securities and Investments**

Identify each **SECURITY** or other **INVESTMENT**, with a fair market value in excess of \$1,000, beneficially owned by you and/or an **IMMEDIATE FAMILY** member as of December 31, 2014.

Do **NOT** include the name of any **IMMEDIATE FAMILY** member in your answer. Instead, put, e.g; "Spouse" or Child".

**Exclude cash and bank accounts; money market funds; certificates of deposit; retirement plans; profit – sharing plans; 401(k) or other deferred compensation plans; Keogh plans; insurance policies; Commonwealth U-Plan or U-Fund; tangible property held and used for non-commercial purposes, such as antiques and artwork; and investments held as a trustee, nominee, or agent for another person.**

Not Applicable

Name of Issuer:	
Description of Security:	
Principal Place of Business(Only for Non-Publicly Traded Securities):	
Owner (Filer or Immediate Family Member):	

**10. Current Home/Residence Mortgage Information**

Identify all mortgages for your current home/residence, including home equity and reverse mortgage loans, in excess of \$1,000, outstanding on December 31, 2014, for which you and/or an **IMMEDIATE FAMILY** member were obligated. You are not required to disclose your current home address.

Do **NOT** include the name of any **IMMEDIATE FAMILY** member in your answer. Instead, put, e.g; "Spouse" or Child".

Not Applicable

Creditor Name:	
Creditor Address:	
Interest Rate:	
Year Mortgage Due or Terminated:	

**11. Non – Current Home/Residence Mortgage Information**

Identify all mortgages that are not for your current home/residence, including home equity and reverse mortgage loans, in excess of \$1,000, outstanding on December 31, 2014, for which you and/or an **IMMEDIATE FAMILY** member were obligated. For an **IMMEDIATE FAMILY** member, do not report the **AMOUNTS** borrowed and owed.

Do **NOT** include the name of any **IMMEDIATE FAMILY** member in your answer. Instead, put, e.g; "Spouse" or Child".

Not Applicable

Address of Property:	
Creditor Name:	
Creditor Address:	

Original Amount Borrowed if the mortgage loan was <b>NOT</b> for your current home/residence (Filer Only):	
Amount Owed if the mortgage loan was <b>NOT</b> for your current home/residence (Filer Only):	
Interest Rate:	
Year Mortgage Due or Terminated:	

### 12. Creditor Information

Identify each debt, loan or other liability, other than mortgages reported above, in excess of \$1,000, owed by you and/or an **IMMEDIATE FAMILY** member as of December 31, 2014. Use categories of **AMOUNT** where applicable. **EXCLUDE: Any liability of \$1,000 or less; installment loans (cars, household effects, etc.); educational loans; medical and dental debts; credit card purchases (other than cash advances); support or alimony obligations; debts owed to a spouse or CLOSE RELATIVE; and debts incurred in the ordinary course of a BUSINESS.**

Do **NOT** include the name of any **IMMEDIATE FAMILY** member in your answer. Instead, put, e.g; "Spouse" or Child".

Not Applicable

Creditor Name:	
Creditor Address:	
Original Amount Borrowed (Filer Only):	
Amount Owed (Filer Only):	
Interest Rate:	
Year Due or Terminated:	
Loan Collateral:	

### 13. Debts Forgiven

Identify each creditor who at any time during 2014 forgave any indebtedness in excess of \$1,000 owed by you and/or an **IMMEDIATE FAMILY** member, if the creditor is a person having a direct interest in a matter before the retirement board of which you are a member. **EXCLUDE: Any debts forgiven by a spouse, a CLOSE RELATIVE, or the spouse of a CLOSE RELATIVE.**

Do **NOT** include the name of any **IMMEDIATE FAMILY** member in your answer. Instead, put, e.g; "Spouse" or Child".

Not Applicable

Creditor Name:	
Address:	
Amount Forgiven (Filer Only):	

**14. Certification**

I, \_\_\_\_\_, certify under the pains and penalties of perjury that:  
(Signature)

- I made a reasonably diligent effort to obtain the required information concerning myself and **IMMEDIATE FAMILY MEMBER(S)**; and
- The information provided on this form and any attachments is true and complete, to the best of my knowledge.

Submitted \_\_\_\_\_  
(Date)

The following **IMMEDIATE FAMILY** member(s) declined to disclose information which is necessary to complete this form fully and accurately. You are not required to disclose the name of your spouse or any dependent child(ren). Where applicable, you should answer this portion of the question by indicating the relationship, e.g., "Filer and Child(ren)," "Spouse," "Spouse and Child(ren)" or "Child(ren)."

The following are the specific question(s) for which information could not be obtained from an **IMMEDIATE FAMILY** member(s):

The following are the specific question(s) which I decline to answer in whole or in part, because I assert the information is privileged by law:

Please explain the basis of your claim of privilege:

**IMPORTANT:**

1. No **RETIREMENT BOARD MEMBER** shall be allowed to continue in his duties unless he has filed an SFI with the Commission. The Commission will notify your retirement board immediately if you fail to timely file.
2. A faxed SFI cannot be accepted.
3. You must file by mail or in person, and must submit the original SFI and one (1) copy to complete the filing. The Commission will date-stamp and return the additional copy to you as proof of filing.
4. Please check to see that you answered every question. If a question is not applicable or the answer is none, you must check the "Not Applicable" box.

	<u>Retirement Board</u>	<u>All Members</u>	<u>Treas</u>	<u>Chair</u>	<u>Ex-Officio</u>
1 NO	<b>Braintree</b>	-	-		
2 NO	Brookline	-	-		
3 NO	Concord	-	-		
4 NO	E Hampton Cnty	-	-		
5 NO	Fairhaven	-	-		
6 NO	Framingham	-	-		
7 NO	Lexington	-	-		
8 NO	Mass Teachers	-	-		
9 NO	Milford	-	-	-	
10 NO	MWRA	-	-		-
11 NO	Reading	-	-		
12 NO	State Retirement	-	-		
1 SOME	Danvers	-	-		1,500.00
2 SOME	Dedham	-	-		1,500.00
3 SOME	Hingham	-	1,500.00		3,000.00
4 SOME	Hull	-	-		3,000.00
5 SOME	Marblehead	-	-		1,500.00
6 SOME	Maynard	-	3,000.00		3,000.00
7 SOME	Minuteman Reg	-	1,500.00		
8 SOME	Natick	-	-	-	1,500.00
9 SOME	Needham	-	-	3,000.00	
10 SOME	North Adams	-	2,000.00		
11 SOME	Northbridge	-	-		3,000.00
12 SOME	Plymouth	-	3,000.00	3,000.00	
13 SOME	Shrewsbury	-	-		3,000.00
14 SOME	Wellesley	-	-		1,500.00
15 SOME	Winchester	-	-		3,000.00
16 SOME	Winthrop	-	-		3,000.00
17 SOME	Andover		3,000.00		3,000.00
18 SOME	Falmouth		1,500.00		1,500.00
19 SOME	Milton		1,500.00		1,500.00
20 SOME	Saugus		1,920.00		3,000.00
21 SOME	Stoneham		3,000.00		3,000.00
22 SOME	Swampscott				3,000.00
1 YES	Adams	3,000.00	3,000.00		
2 YES	Amesbury	3,000.00	-		
3 YES	Attleboro	3,000.00	1,000.00		
4 YES	Belmont	3,000.00	-		
5 YES	Berkshire Cnty	3,000.00		5,000.00	
6 YES	Beverly	3,000.00	1,500.00		
7 YES	Blue Hills	3,000.00			
8 YES	Brockton	3,000.00			
9 YES	Chelsea	3,000.00	1,500.00		
10 YES	Clinton	3,000.00	850.00		
11 YES	Dukes Cnty	3,000.00			
12 YES	Fall River	3,000.00	3,000.00		
13 YES	Fitchburg	3,000.00	-		
14 YES	Gardener	3,000.00	300.00		
15 YES	Greater Lawrence Sanitation	3,000.00			
16 YES	Greenfield	3,000.00	3,000.00		
17 YES	Hampden Cnty	3,000.00	\$25,642.68		
18 YES	Haverhill	3,000.00	1,200.00		
19 YES	Holyoke	3,000.00			
20 YES	Lawrence	3,000.00	3,000.00		
21 YES	Leominster	3,000.00	3,000.00		
22 YES	Lynn	3,000.00	-		

	<u>Retirement Board</u>	<u>All Members</u>	<u>Treas</u>	<u>Chair</u>	<u>Ex-Officio</u>
23 YES	Marlborough	3,000.00	-	-	
24 YES	Mass Housing Fin	3,000.00	-		
25 YES	Massport	3,000.00			
26 YES	Melrose	3,000.00			
27 YES	Methuen	3,000.00	1,500.00		
28 YES	Newton	3,000.00	-		
29 YES	North Attleboro	3,000.00	-		
30 YES	NorthHapmton	3,000.00	3,000.00		
31 YES	Peabody	3,000.00	1,500.00		
32 YES	Pittsfield	3,000.00	1,500.00		
33 YES	Plymouth County	3,000.00			
34 YES	Quincy	3,000.00	-		
35 YES	Revere	3,000.00	3,000.00		
36 YES	Salem	3,000.00			
37 YES	Southbridge	3,000.00	3,000.00		
38 YES	Springfield	3,000.00	-		
39 YES	Wakefield	3,000.00	1,500.00		
40 YES	Waltham	3,000.00	3,000.00		
41 YES	Webster	3,000.00	3,000.00		
42 YES	West Springfield	3,000.00	1,500.00		
43 YES	Westfield	3,000.00	3,000.00		
44 YES	Woburn	3,000.00	3,000.00		
1 YES	Somerville	3,600.00	3,600.00		
1 YES	Franklin Reg.	4,000.00	8,000.00	8,000.00	
2 YES	Montague Ret	4,000.00	-		
3 YES	Watertown	4,000.00			
1 YES	Arlington	4,500.00	3,000.00		
2 YES	Barnstable Cnty	4,500.00			
3 YES	Boston	4,500.00	-		
4 YES	Bristol cnty	4,500.00	-		
5 YES	Cambridge	4,500.00	1,500.00		
6 YES	Chicopee	4,500.00	1,500.00		
7 YES	Essex Regional	4,500.00			
8 YES	Everett	4,500.00	3,000.00		
9 YES	Gloucester	4,500.00	1,500.00		
10 YES	Hampshire Cnty	4,500.00		54,807.96	
11 YES	Lowell	4,500.00	2,000.00		
12 YES	Malden	4,500.00			
13 YES	Medford	4,500.00	1,500.00		
14 YES	Middlesex cnty	4,500.00	-		
15 YES	New Bedford	4,500.00	1,500.00		
16 YES	Newburyport	4,500.00	2,500.00		
17 YES	Norfolk Cnty	4,500.00			
18 YES	Norwood	4,500.00	1,500.00		
19 YES	Taunton	4,500.00	3,000.00		
20 YES	Weymouth	4,500.00	-		
21 YES	Worcester	4,500.00	-		
22 YES	Worcester Reg	4,500.00	-		



# 1 5 - 0 2 8

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

Michael T. Coughlin  
Chief of Staff

Joseph C. Sullivan  
Mayor

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

Cc: Joseph C. Sullivan, Mayor  
Edward Spellman, Director of Municipal Finance  
James O'Brien, Fire Chief

From: Michael Coughlin, *MC* Chief of Staff and Director of Operations

Date: July 12, 2015

Re: East Braintree Fire Station Repairs and Renovations

As you are aware, long overdue and significant renovations are ongoing at the East Braintree Fire Station. We are pleased to report significant progress on these renovations, a good working relationship with the general contractor and a projected September completion date.

There are a number of items that we seek to address at this time. Specifically, we seek additional funding to address the following:

1. site preparation for temporary accommodations beyond the planned scope
2. extra work orders due to unforeseen conditions
3. service upgrades as required by the Building Department
4. more detailed renovations/upgrades for certain items

We have identified these changed/extra work orders on the attached spreadsheet for your review. As our renovations progressed these items were identified and should be included within the scope of work required to successfully complete the project. We have reviewed all items with our architect and inspectional services department and we are in agreement that it is prudent to include and complete these change orders with this opportunity of a construction site in an unoccupied firehouse. We are forwarding the following request for your review and consideration.

RECEIVED TOWN CLERK  
BRAINTREE, MA  
2015 AUG - 6 PM 12: 14

The total costs of these change orders is \$174,350. We propose to take this amount out of the Capital Building Stabilization Fund. The current balance in the account as of the date of this letter is \$1,500,000, and with \$140,200 to be referred to the Ways and Means committee for the East Middle School project this would leave an available balance of \$1,185,450.

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

**MOTION:**

That the Town appropriate the amount of One Hundred Seventy Four Thousand - Three Hundred and Fifty (\$174,350) Dollars for the purpose of paying the additional costs identified in the proposed change orders to the East Braintree Fire Station. To meet this appropriation the sum of One Hundred Seventy Four Thousand - Three Hundred and Fifty (\$174,350.) Dollars be transferred from the Town's Building Capital Stabilization fund.

Since these requests involve the appropriation of funds within the fiscal year 2016 budget, advertising and a public hearing is required under the sections 2-9 and 6-7 of the Town Charter.





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

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

From: Joseph C. Sullivan, Mayor *JCS*

Date: July 10, 2015

Re: Authorization to Borrow  
Braintree Electric Light Department/Watson 3 Generating Station

RECEIVED TOWN CLERK  
BRAintree, MA  
2015 JUL 14 AM 11:01

As you may know, we have been meeting with the Braintree Electric Light Department (BELD) regarding their proposal to design, engineer and construct a new Electric Generating Unit / Watson 3. One of our current power stations, the Potter II Generating Station went into commercial operation in 1977 and BELD has proposed that it be retired due to transmission and export limitations.

Watson 3, the new 64 MW electric generating unit will be a more efficient, clean burning, quick start up facility providing a desirable form of generating capacity for the regional electrical system. The quick start generation also supports the use of renewable resources by acting as a quickly available back up to such supplies. The facility will be able to achieve full operation within twenty minutes on either natural gas or, as a secondary fuel, ULSD.

I believe the Town of Braintree should fully support this proposal. Our rate payers and residents benefit from BELD as a municipal utility and I applaud BELD's foresight and planning concerning the future of our energy needs. This investment also protects Braintree rate payers from projected and significant energy rate increases scheduled for as early as 2018. BELD has provided valuable information to support the many facets of this proposal. I have made this information available for review by the Council and we are available to discuss as needed.

To support the financing necessary for this significant investment, I am proposing to use the strength of the Town's current credit rating which will allow us to secure the best possible financing terms available in the market. Specifically, I am proposing to finance through use of the general obligations of the Town. Bonds or notes needed to finance this project, as identified within the authorization, would be repaid through BELD revenues.

I ask for your consideration and approval of this initiative.

TOWN OF BRAINTREE, MASSACHUSETTS  
IN TOWN COUNCIL

MOTION:

That \$95,000,000 be appropriated for the purpose of constructing of an electric power plant and related facilities to be located adjacent to the existing Watson generating plants at Braintree Electric Light Department's Potter Road facility, such costs to include engineering and all other such costs incidental and related to the construction of the plant; that to meet this appropriation, the Treasurer, with approval of the Mayor, is hereby authorized to borrow \$95,000,000 pursuant to the provisions of M.G.L. c. 44, § 8(8); or pursuant to any other enabling authority; and that, although any bonds or notes issued pursuant to this vote shall be general obligations of the Town, it is the intent of the Town that such bonds or notes shall be repaid solely from the revenues of the Braintree Electric Light Department; and that the Braintree Electric Light Department is authorized to expend the amount appropriated by this order for said purpose and to take all other actions relative thereto.

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

**BRAINTREE ELECTRIC LIGHT DEPARTMENT  
WATSON 3 GENERATING STATION**

**PROJECT SUMMARY  
TO  
TOWN COUNCIL**

**JULY 2015**

Braintree Electric Light Department (BELD) is the municipal utility serving the Town of Braintree. It is the sole supplier of electricity to the residents and businesses of the Town of Braintree, Massachusetts (Town). BELD's operations center currently houses the 96 megawatt (MW) Potter II Generating Station, which went into commercial operation in 1977, and the 116 MW Thomas A. Watson Generating Station (Watson Station), which consists of two Rolls-Royce Trent 60 gas turbines in simple-cycle configuration (also referred to as the Watson I and Watson II units). These units are permitted to operate on both natural gas and ultra-low sulfur diesel (ULSD) and went into commercial operation in June of 2009. Potter II is an air-cooled, combined-cycle facility, also permitted to operate on both natural gas and ULSD.

BELD is proposing construction of a new 64 MW electric generating unit, based on the installation of a Siemens Industrial Trent 60 combustion turbine generator (CTG) or equivalent, to meet BELD's goals to provide reliable and least-cost electricity to its customers for the foreseeable future.

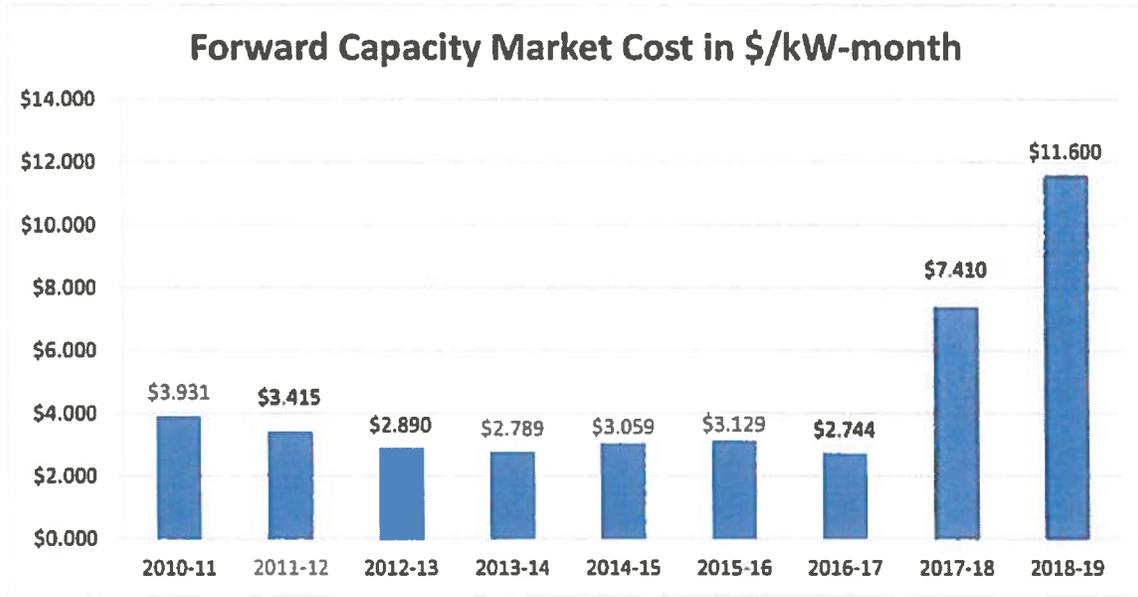
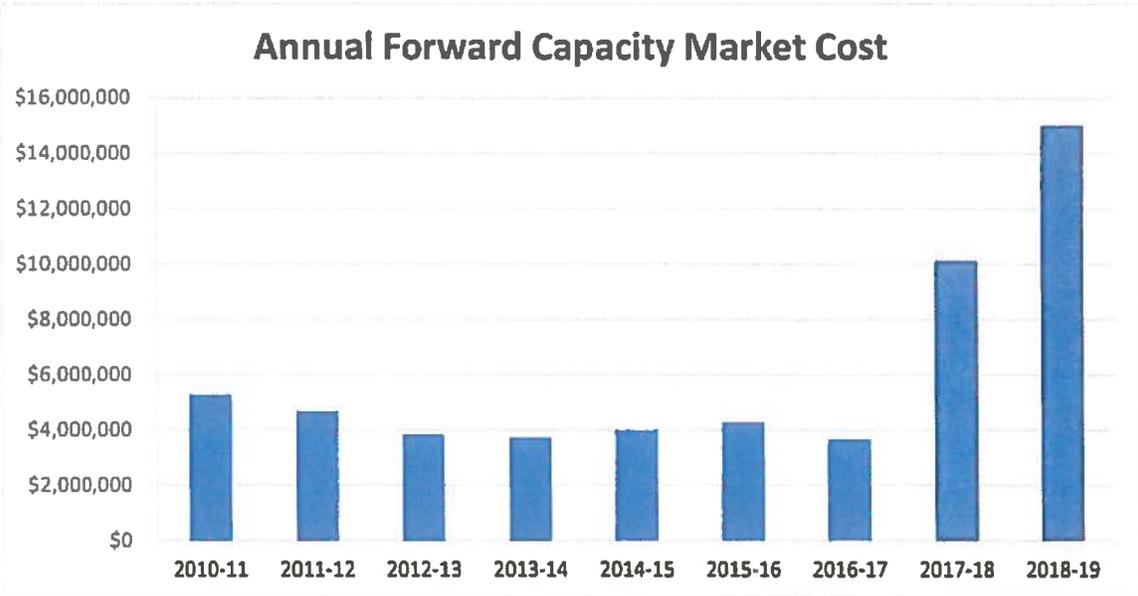
The proposed unit (to be known as the Watson 3 Generating Station) will require the retirement of the existing BELD Potter II facility due to transmission export limitations. The Watson 1 & 2 generating units will remain operational. The proposed unit will be designed to operate on natural gas as the primary fuel with a limited amount of ULSD to be used as a secondary fuel, and will incorporate state-of-the-art pollution control equipment to reduce emissions.

The proposed generating unit will be a new, efficient, clean-burning simple-cycle configuration (no steam cycle) to facilitate quick start up, providing a desirable form of generating capacity for the regional electricity system and a good back-up for renewable energy sources. Quick start generation supports the increased use of renewable resources by providing a necessary back up for such supplies. The proposed facility will be able to achieve full operation within twenty minutes on either fuel. The Potter II facility would be decommissioned prior to start-up of the proposed facility such that at no time would both Potter II and the proposed facility operate simultaneously.

BELD wishes to construct this facility to protect Braintree rate payers and residents from the rising and volatile cost of generator capacity in New England. Currently BELD would be paying approximately \$4 million per year for their capacity obligation if they did not own their own generation. This obligation will exceed \$15 million in 2018 if BELD does not continue to own generation. This increase in cost can be seen graphically in one of the attachments that follow. Potter II will soon exceed forty years old and no longer has the technology to allow it to compete in the generation markets or the emissions necessary to stay in compliance with State and Federal requirements.

Attached as further information regarding the project are:

- Current and future capacity costs
- Milestone schedule
- Summary construction estimate
- Current site view from Weymouth side of Fore River
- Future site view from Weymouth side of Fore River





## Milestones Schedule

### **BELD Watson 3 - Project Development**

<b>Date</b>	<b>Item</b>	<b>Comment</b>
March 15	Submit FC10 Applicability Analysis -	<b>Complete 3/20/15</b>
April	Commit to project structure	<b>Complete (BELD own)</b>
April 15	File ENF	<b>Complete 4/14/15</b>
April 15	QPCRD payment due for ISO FC10	<b>Complete 4/13/15</b>
April 15	Submit modeling protocol to MADEP	<b>Complete 4/23/15</b>
May 15	MEPA ENF site visit	<b>Complete 5/19/15</b>
May 21, 2015	Town Council Meeting	<b>Complete 5/21/15</b>
Jun 16, 2015	New Capacity Qualification Package for ISO FC10	<b>Complete 6/16/15</b>
Jun 30, 2015	Finance Meeting	
July 30	Submit Air Permit	
Aug 11, 2015	Ways & Means Committee Meeting	
August 15	Draft EIR	
August 15	Revise EPC Estimate	
September 15	Local Zoning / Planning	
Sep 12, 2015	Deadline for reducing SOI capacity for ISO FC10	
Sep 25, 2015	Qualification determination Notification for ISO FC10	
Oct 12, 2105	Non price retirement request for Potter 2	
Oct 20, 2015	Withdrawal deadline for ISO FC10	
Oct 26 2015	Initial FA of \$2/Kw due for ISO FC10	
January 16	Final EIR	
Jan 26, 2016	Second FA deposit due for ISO FC10	
February 9, 16	FCA-10 auction opens	
March 16	Issue RFQ (EPC)	
June 16	Issue RFP (EPC)	
June 16	Zoning Exemption	
January 17	Award EPC	
June 17	Fully Permitted	

**WASTON 3 SUMMARY CONSTRUCTION ESTIMATE**

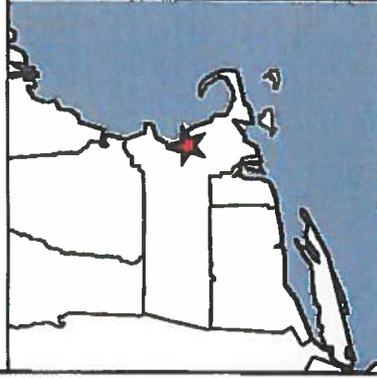
23-Jun-15

Material & Equipment	
Combustion Turbine Generator and Accessories	\$37,070,049
Electrical Switthgear & Transformers	\$3,920,420
Controls, Instrumentation, and Automated Valve	\$1,205,255
Gas Compressors	\$1,307,762
Balance of Equipment	\$264,213
Operational Equipment and Spares	\$1,385,050
<b>Subtotal Material and Equipment</b>	<b>\$45,152,749</b>
<b>Construction</b>	
General Conditions	\$4,633,332
Civil/Structiral	\$7,395,125
Gas Interconnect & Compressor Building	\$2,721,313
Piping & Mechanical Subcontractor	\$10,451,858
Electrical / I&C Contractor	\$9,491,423
Third Party Testing and Commissioning	\$1,156,276
<b>Subtotal Construction</b>	<b>\$35,849,327</b>
<b>Engineering and Design</b>	<b>\$4,499,417</b>
<b>Other (Permits, Fees, Builders Risk, Finance B</b>	<b>\$1,018,507</b>
<b>Total</b>	<b>\$86,520,000</b>
EPC Cost	\$86,520,000
Owner's Cost and Contingency	\$3,500,000
Interest During Construction	\$5,000,000
<b>Grand Total</b>	<b>\$95,020,000</b>

**EXISTING BELD  
SITE LAYOUT**

**BELD  
Watson III  
Generating Station**  
150 Potter Road  
Braintree, MA 02184

**Location of Site**



**FIGURE 3**

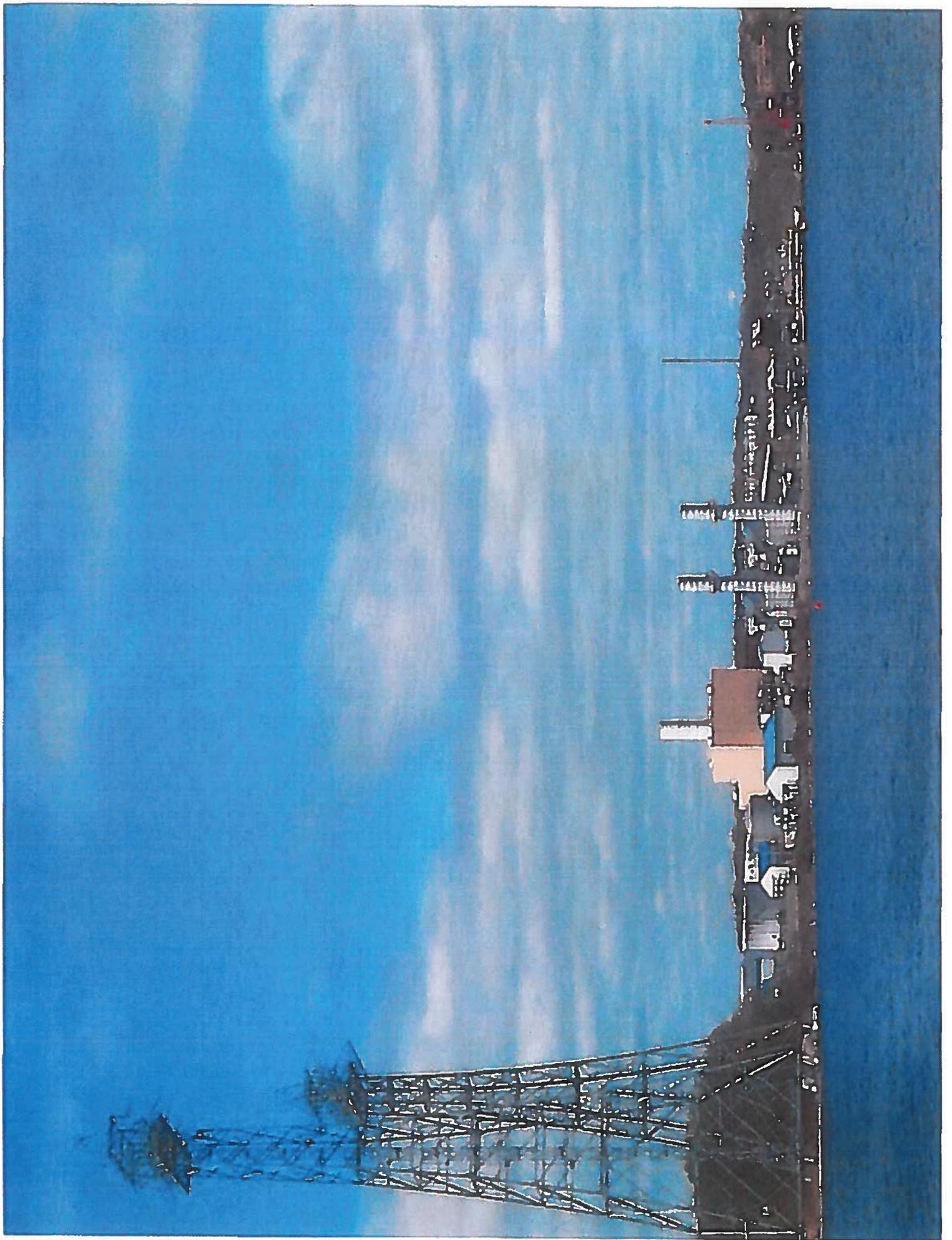
- BELD Potter Station Site
- Watson III Approximate Site Location

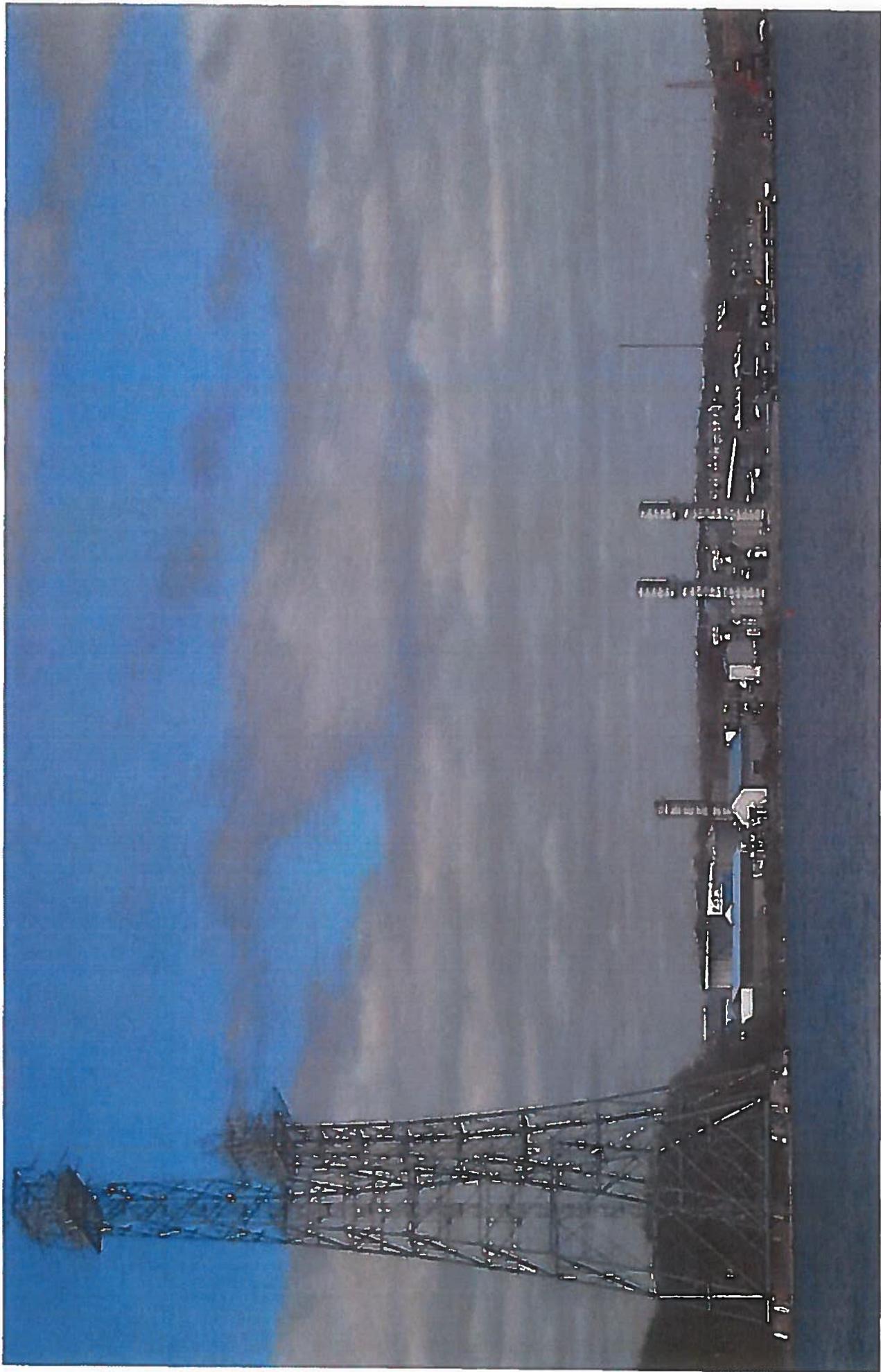


**amec  
foster  
wheeler**  
Amec Foster Wheeler  
Environment & Infrastructure, Inc.  
271 Mill Road  
Crelmston, MA 01824  
(978) 692-8090

Sources: ESRI, 2012. Parcel data, MassGIS, 2013.









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

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

From: Joseph C. Sullivan, Mayor *JCS*

Date: July 10, 2015

Re: Braintree Pool/Rink Athletic Complex

RECEIVED TOWN CLERK  
BRAINTREE, MA  
2015 JUL 14 AM 11:02

As you know, in October of 2014, the Town requested proposals for the development and operation of a Pool and Skating Rink Athletic Complex for the benefit of the Town of Braintree. We have since taken steps to contract with 5 Capital Management for the design, development and operation of a pool/rink facility under a proposed land lease agreement with the Town. This complex, proposed to be privately built on public land, specifically, "the Carson Field area", would be operated under a written lease agreement. We are excited about the prospects and the benefits of having a state-of-the-art indoor athletic facility located on the campus of the Braintree High School.

I ask for your consideration of motions to transfer the custody of the property for the purpose of executing a lease agreement and to allow the property to be rezoned for this intended purpose.

It is important to note that this facility will provide a variety of community benefits and events incorporated into the agreement including pre-scheduled community skate, swim and field-use times. It will also be utilized by Braintree school sports teams, club teams and other youth sports organizations. Braintree's primary contribution would be \$1.5 million dollars available in the August J. Petersen (Petersen Pool) Fund and the acreage of land.

The developer would be required to enter into a lease agreement with the Town for a time period currently proposed as 50 years. The facility, once under a lease agreement and rezoned as highway business would generate standard property tax payments to the Town. The proposal will fully analyze all parking options to ensure appropriate capacity in relation to both the school and the surrounding community.

On Monday, June 15, 2015, the Braintree School Committee, pursuant to MGL Chapter 40, Section 15A, voted unanimously to approve the transfer of “the Carson Field area” property, including space needed for parking, open space and setbacks, and all other applicable conditions, to the care, custody and control of the Mayor’s office for the purpose of taking action to construct a pool/rink facility on said land. A copy of said vote is attached for your review.

I respectfully request your consideration and approval of the following motions:

**#15 - 030**

**MOTION:**

That the Town Council vote, pursuant to General Laws, Chapter 40, Section 15A, to transfer the care, custody and control of a portion of a parcel of land, commonly referred to as Carson Field, identified on the Assessors Map 1042, Lot 02, consisting of 6.0 acres, more or less, to the Mayor for the purpose of leasing said parcel to a third party to construct, operate and maintain a pool/rink facility on said parcel under conditions deemed favorable to the Town and further to authorize the Mayor to execute any documents needed to carry out this vote, and further to authorize the School Committee to grant an easement or easements to provide access, egress and utilities to the pool/rink facility.

The transfer / lease area is described as follows, but is subject to refinement upon recording of a stamped plan to be prepared following this action:

Beginning at the intersection of the existing northerly boundary line of the Braintree High School property with the easterly side line of Granite Street; thence about 326 feet easterly along that existing northerly boundary line to the projection of a straight line best fitting along the existing fence line separating “Carson Field” from the football / track area; thence about 533 feet southerly along that projected straight line (extending about 46 feet along the easterly edge of the existing paved parking lot) to a point; thence about 424 feet westerly along a line perpendicular to the last and crossing the paved parking lot south of its existing northerly edge; thence about 107 feet southerly along the western edge of the existing paved parking lot; thence about 113 feet on a line perpendicular to the easterly side line of Town Street; thence about 703 feet along the easterly sidelines of Town and Granite Streets to the point of beginning.

**#15 - 031**

**MOTION:**

That the town amend its Zoning Map dated May 1940, as most recently amended, by further amending it to provide that a portion of the parcel of land shown on Assessors Map 1042, Lot 02, consisting of 6 acres, more or less, be changed from “Open Space Conservancy” to “Highway Business” zoning district, said parcel to be rezoned is bounded and described as follows:

The zoning amendment area is described as follows, but is subject to refinement upon recording of a stamped plan to be prepared following this action:

Beginning at the intersection of the existing northerly boundary line of the Braintree High School property with the easterly side line of Granite Street; thence about 326 feet easterly along that existing northerly boundary line to the projection of a straight line best fitting along the existing fence line separating “Carson Field” from the football / track area; thence about 533 feet southerly along that projected straight line (extending about 46 feet along the easterly edge of the existing paved parking lot) to a point; thence about 424 feet westerly along a line perpendicular to the last and crossing the paved parking lot south of its existing northerly edge; thence about 107 feet southerly along the westerly edge of the existing paved parking lot; thence about 113 feet on a line perpendicular to the easterly side line of Town Street; thence about 703 feet along the easterly sidelines of Town and Granite Streets to the point of beginning.

As these requests involve the transfer and rezoning of town property, advertising and a public hearing is required under sections 2-9 and 6-7 of the Town Charter. Moreover, both actions require a 2/3 vote of the Town Council for passage.

- 074 14 Councilor Ryan: 5 Year Moratorium or take up any action relative thereto

**074 14 Proposed change to the 5 Year Moratorium:**

The Committee on the Department of Public Works met on July 8, 2015 and are planning on moving forward with favorable recommendation to the Full Council with the below Motion(s) .

Motion per Carolyn Murray – “Below is some language that could be used for a proposed motion to amend the Town ordinances:”

MOTION:

**(1) To see if the Town will vote to amend its General Ordinances, Chapter 12.08 - Excavation and Obstructions, by amending Section 12.08.010, Permit, for the purpose of adding a new paragraph D and paragraph E as printed in the attachment hereto.**

**(Please note that the attached text must in fact be attached to this motion, or the entire text of paragraphs D and E must be read as part of the motion.)**

<b>Make the following change to the Town Ordinances, Section 12.08.010, ADD subsections D. and E., as follow:</b>				
12.08.010	D. Except as noted in Section E. below, no permit shall be granted within the moratorium period specified below for any non-emergency <sup>1</sup> excavation within the improved area.			
	<b>Improvement</b>	<b>Description</b>	<b>Longitudinal Trench</b>	<b>Transverse Trench (or transverse plus longitudinal totalling less then 150 feet.)</b>
	Reconstruction	New pavement over repaired or replaced granular base <sup>2</sup>	10 years	5 years
	Mill & Overlay	New pavement over milled existing pavement	10 years	5 years
	Overlay	1-inch plus full lane width overlay of existing pavement <sup>2</sup>	10 years	5 years
	Shim with Microsurface, Chip Seal, Cape Seal, etc.	Less than 1-inch full width surface treatment over paved shim along middle area of road	10 years	5 years
	Microsurface, Chip Seal, Cape Seal, etc.	Less than 1-inch full width surface treatment over existing pavement	10 years	3 year
	Other treatments	Not known at this time	TBD <sup>3</sup>	TBD <sup>3</sup>
	E. The Town Council may grant a petition of National Grid or other gas company for a permit to excavate in an improved area under the moratorium and may require such mitigation and repairs as it sees fit, and it may require that surety be posted to secure the completion of the required			
	The Mayor may grant a petition of others for a permit to excavate in an improved area under the moratorium for public safety related concerns, and may require such mitigation and repairs as he sees fit, and he may require that surety be posted to secure the completion of the required			
	The minimum mitigation and surface repair requirement that should be expected for longitudinal excavation in an improved area in the <u>first seven years</u> of the moratorium is for full width curb to curb milling and re-paving for the full length of the excavation along the road plus another 25 feet at			
	The minimum mitigation and surface repair requirement that should be expected for a.) <u>all</u> transverse excavation or for b.) longitudinal excavation in the <u>last three years</u> of the moratorium is crown to curb milling and re-paving the extent of the excavation plus another 5 foot length each			
	All pavement markings shall be replaced in-kind. Curbs and sidewalks must be repaired or replaced, each to the satisfaction of the Highway Superintendent. Infrared treatment of seams may be required at the discretion of the Highway Superintendent.			
	<sup>1</sup> Emergency excavations for National Grid or other gas company shall consist of excavation to fix a "Grade 1" leak. For all others an emergency shall be as defined in Massachusetts' "DIG SAFE" law, MGL C.82 S 40 and 40A through			
	<sup>2</sup> Includes improved sidewalks			
	<sup>3</sup> To be determined by the Town Council as cases arise.			
	<sup>4</sup> Length and/or width of repair may be varied at intersections and in other special circumstances.			

**074 14 Proposed change to the 5 Year Moratorium:**

A second Motion was made by the Committee on the Department of Public Works on July 8, 2015 but RESCINDED at the August 5, 2015 meeting.

**Mike Coughlin and Carolyn Murray stated via email they feel the proposed legislation take effect following its adoption by the Council and approval of the Mayor – not to be retroactive.**

**MOTION:**

**(2) Proposed amendment to General Ordinances, Chapter 12.08 – Excavation and Obstructions, Section 12.08.010 – Permit D. and E. be effective immediately and applicable to all previous roadways in the past 10 years.**

Make the following change to the Town Ordinances, Section 12.08.010, ADD subsections D. and E., as follow:

12.08.010

- D. Except as noted in Section E. below, no permit shall be granted within the moratorium period specified below for any non-emergency<sup>1</sup> excavation within the improved area.

Improvement	Description	Longitudinal Trench	Transverse Trench (or transverse plus longitudinal totalling less then 150 feet.)
Reconstruction	New pavement over repaired or replaced granular base <sup>2</sup>	10 years	5 years
Mill & Overlay	New pavement over milled existing pavement	10 years	5 years
Overlay	1-inch plus full lane width overlay of existing pavement <sup>2</sup>	10 years	5 years
Shim with Microsurface, Chip Seal, Cape Seal, etc.	Less than 1-inch full width surface treatment over paved shim along middle area of road	10 years	5 years
Microsurface, Chip Seal, Cape Seal, etc.	Less than 1-inch full width surface treatment over existing pavement	10 years	3 year
Other treatments	Not known at this time	TBD <sup>3</sup>	TBD <sup>3</sup>

- E. The Town Council may grant a petition of National Grid or other gas company for a permit to excavate in an improved area under the moratorium and may require such mitigation and repairs as it sees fit, and it may require that surety be posted to secure the completion of the required mitigation and repairs.

The Mayor may grant a petition of others for a permit to excavate in an improved area under the moratorium for public safety related concerns, and may require such mitigation and repairs as he sees fit, and he may require that surety be posted to secure the completion of the required mitigation and repairs.

The minimum mitigation and surface repair requirement that should be expected for longitudinal excavation in an improved area in the first seven years of the moratorium is for full width curb to curb milling and re-paving for the full length of the excavation along the road plus another 25 feet at each end.<sup>4</sup>

The minimum mitigation and surface repair requirement that should be expected for a.) all transverse excavation or for b.) longitudinal excavation in the last three years of the moratorium is crown to curb milling and re-paving the extent of the excavation plus another 5 foot length each edge in the direction of traffic.<sup>4</sup>

All pavement markings shall be replaced in-kind. Curbs and sidewalks must be repaired or replaced, each to the satisfaction of the Highway Superintendent. Infrared treatment of seams may be required at the discretion of the Highway Superintendent.

<sup>1</sup> Emergency excavations for National Grid or other gas company shall consist of excavation to fix a "Grade 1" leak. For all others an emergency shall be as defined in Massachusetts' "DIG SAFE" law, MGL C.82 S 40 and 40A through 40E.

<sup>2</sup> Includes improved sidewalks

<sup>3</sup> To be determined by the Town Council as cases arise.

<sup>4</sup> Length and/or width of repair may be varied at intersections and in other special circumstances.

*Per 3/3/15 DPW Comm. Mtg.*

# **Beta Test Soliciting Process Between Braintree and Comcast**

## **Chapter 5-565 - PEDDLING AND SOLICITING**

### SECTION 5.565.010 Peddling of Goods, Wares and Merchandise-License Required

No person shall hawk or peddle goods, wares or merchandise within the limits of the Town, except as otherwise authorized by law, without first obtaining a license therefor from the Commonwealth of Massachusetts in accordance with the provisions of Chapter 101 of the General Laws. (ATM 5-10-2005 Art. 37 (part); prior code § 99-1)

### SECTION 5.565.020 Transient Vendors-Local License Required

A person licensed by the Commonwealth of Massachusetts as a transient vendor under the provisions of Chapter 101, Section 3 of the General Laws shall, before making any sales of goods, wares or merchandise within the limits of the town, make application to the Board of License Commissioners for a local license; such local license shall be subject to such reasonable rules and regulations and to the payment of a license fee in accordance with the provisions of Chapter 101, Section 5 of the General Laws. (Prior code § 99-3)

### SECTION 5.565.030 Hawkers and Peddlers-Permit Required

A person licensed by the Commonwealth of Massachusetts as a hawker or peddler under the provisions of Chapter 101, Section 22 of the General Laws shall, before making any sale of goods, wares or merchandise within the limits of the Town, apply for a permit from the Board of License Commissioners; such permit shall be subject to such reasonable rules and regulations as may from time to time be made by the Board of License Commissioners. (Prior code § 99-4)

### SECTION 5.565.040 Temporary Licenses for Charitable Organizations and Veterans

The Board of License Commissioners may from time to time make reasonable rules and regulations governing the granting of temporary licenses to any organization engaged exclusively in charitable work, or to a post of any incorporated organization of veterans who served in the military or naval service of the United States in time of war or insurrection for the sale of flags, badges, medals, buttons, flowers, souvenirs and similar small articles, in accordance with the provisions of Chapter 101, Section 33 of the General Laws. (Prior code § 99-6)

## **SECTION 5.565.050 Solicitation and Canvassing**

### *A. Purpose.*

The purpose of this ordinance is to protect the citizens of Braintree from crime, undue annoyance and fraudulent door-to-door solicitors and canvassers by requiring those who wish to engage in such activity to register with the Braintree Police Department.

### *B. Definitions.*

1. "Solicitation or canvassing" means traveling by foot, motor vehicle or any type of conveyance, from place to place, from house to house, or from street to street, whether for salary, commission or other remuneration, whether on behalf of oneself or another person, business, firm, corporation, organization or other entity, and (a) selling, leasing or taking orders for the sale of any goods, wares, merchandise or services whatsoever, including, but not limited to, books, periodicals, food, and home improvement services, or attempting to so sell, lease or take orders, whether or not advance payment on such sales is collected; or (b) seeking or requesting donations of money, goods or services for any for-profit entity or nonprofit entity; even if the original solicitation is made in writing, by telephone or any electronic communication;
2. "Residential property" includes without limitation each individual dwelling unit.

***3. Exempted entities include registered religious organizations, political information drops, social groups and other non-commercial community groups.***

### *C. Prohibition and Requirements.*

1. No person shall engage in solicitation or canvassing in or upon any private residential property in the Town of Braintree, and no business, firm, corporation, organization or other entity shall arrange for any person to engage in solicitation or canvassing in or upon any residential property, without first registering with the Chief of Police not less than ***ten business days*** before commencing such solicitation or canvassing and obtaining from the Chief of Police a certificate evidencing such registration.
2. Persons engaged in solicitation or canvassing shall ***"prominently display around their neck a florescent orange (5"x7") lanyard, visible at all times on the chest area. The solicitor or company is responsible to provide said lanyard and create an identification card (insert into lanyard). The identification card will contain an 1) identification number (assigned by the company or entity soliciting), 2) company name, 3) solicitor's name, 4) signature, 5) current photo, 6) phone number and name of company official responsible for the operation in case of emergency or other immediate contact needs, 7) start date and expiration date (not to exceed 30 days), and shall have the approved 8) Braintree Police certificate of registration inserted in back of the identification card, and shall produce such certificate upon request. Failure to wear the provided lanyard shall result in a violation of \$300 per individual and \$2000 per primary employing entity. If a fine is issued to any party or entity, said party will be prohibited from soliciting in the Town of Braintree until the fine is paid.*** )
3. Immediately upon encountering an occupant of any residential property, a person engaged in

solicitation or canvassing shall present such certificate of registration for Inspection and inform the occupant of the nature and purpose of his/her business, and If he/she is representing an organization, firm, or other entity.

4. Each person engaged in solicitation or canvassing in or upon any residential premises shall immediately leave such premises upon the request of the occupant.
5. No person shall engage in solicitation or canvassing in or upon any residential property upon which is displayed a sign prohibiting trespassing, solicitation or canvassing.
6. No person engaging in solicitation or canvassing shall misrepresent in any way his/her true objective, status or mission or that of any organization on behalf of which he/she is so engaged.
7. Persons engaging in solicitation or canvassing shall comply with all federal, state and local laws and regulations, including but not limited to consumer protection laws such as Chapters 93, 93A and 2550 of the Massachusetts General Laws. **Braintree Police shall provide all applications with Chapter 5-565 - PEDDLING AND SOLICITING and highlight Section 5.565.50**
- 8. Anyone applying to solicit must provide a direct contact name and telephone number of the direct supervisor or person responsible for the management of all those soliciting. This individual must be accessible via phone at all times should issues arise.**
- 9. Unsolicited – No person shall place, deposit or throw or cause to be placed, deposited or thrown upon or into a motor vehicle, which is parked on any street, lane, parking lot or other public place, any leaflet, pamphlet, poster, handbill, flyer or any paper containing printed or written matter, whether advertising or not, with the exception of any violation ticket or summons issued pursuant to lawful authority (Ref. G. Penalty).**

#### *D. Registration.*

1. Application. Persons seeking registration certificates in accordance with this ordinance shall apply therefore not less than **ten business days** before commencing solicitation or canvassing in the Town of Braintree. Such application shall be signed under the penalties of perjury and shall contain the following information on a form provided by the Chief of Police:
  - a. Applicant's name, home address and telephone number;
  - b. Name of applicant's business, firm, corporation, organization, or other entity represented, business address and telephone number;
  - c. Applicant's date of birth;
  - d. Applicant's Social Security Number;
  - e. Applicants must produce a copy of their driver's license or a photograph will be taken by the Braintree police department at the time of registering;
  - f. Length of time for which applicant seeks to conduct business in the town of Braintree;

- g. Description of the nature of the business and the goods or services to be sold or purpose(s) for which donations are to be requested;
  - h. If applicant is operating or being transported by a motor vehicle, the year, make, model, color, registration number, state of registration, owner's name and address of each such vehicle;
  - i. **Each applicant must provide a Criminal Offender Record Information (C.O.R.I.) check for each individual solicitor to the Braintree Police that has been completed in the past 60 days. Applicants who have been convicted (found guilty) of any of the following offenses within the past seven years are prohibited from soliciting in Braintree: burglary, drug distribution, level 2 and level 3 sex offenders, breaking and entering, larceny, robbery, receiving stolen property, assault, fraud, sexual misconduct, and unlawfully carrying weapons;**
  - j. Applicant must also consent to a criminal history check to be conducted by the Chief of Police or his/her designee.
2. Contents of Certificate: Each certificate of registration shall contain the signature of the Chief of Police or his/her designee and shall show the name, address and photograph of the holder of the certificate, date of issue and registration number.
  3. Expiration of Certificate: Each certificate of registration issued pursuant to this ordinance shall expire thirty ( **30**) days from the date of issue. Certificates must be returned to the Braintree Police Department when the applicant has concluded his/her or her solicitation activities in the Town of Braintree.
  4. Transfer of Certificate: No certificate of registration may be transferred to any other person or entity.
  5. Revocation of Certificate: The Chief of Police may revoke the certificate of registration of any solicitor or canvasser for violation of any provision of this ordinance or for providing false information on the application.
  6. Duties of Police Department: The Police Department shall keep a record of all certificates of registration, including registration numbers, and applications therefor for a period of six years after application. Enforcement authority of this ordinance shall be by criminal complaint filed by the police department.

*E. Exception:*

The provisions of this ordinance shall not apply to the following persons:

1. Any person duly licensed under Chapter 101 of the General Laws, or to any person exempted under Chapters 101, Chapter 149, Section 69, and Chapter 180, Section 4 of the General Laws, or any other General Law.
2. Any officer or employee of the town, county, state or federal government on official business; or
3. Route salespersons or others having established customers making periodic deliveries to such customers or making calls upon prospective customers to solicit orders for periodic route deliveries, including but not limited to news carriers.
4. Individuals seeking to engage in exclusively Non-Commercial Communication.

**5. Exempted entities include registered religious organizations, political information drops, social groups and other non-commercial community groups.**

*F. Severability:*

If any section, subsection, sentence, clause, phrase or portion of this ordinance shall be declared Invalid or held unconstitutional by any court of last resort, the remainder shall continue in full force and effect.

*G. Penalty.*

Whoever violates any provision of this ordinance shall be liable to a penalty of not less than three hundred dollars (\$300.00) for each offense, or take any other action relative thereto. **Exemption being only other fines outlined in former sections. In such sections outlined fines would apply.** (STM 10-8-2002 Art.18;STM 5-6-1996 Art. 15;prior code§ 99-7).