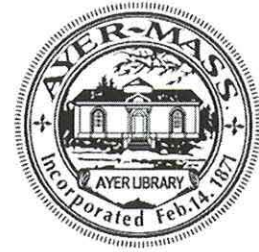


Town of Ayer
Select Board
1 Main Street
Ayer, MA 01432



Tuesday November 21, 2023
Open Session Meeting Agenda

This meeting/hearing of the Ayer Select Board will be held in-person at the location provided on this notice. Members of the public are welcome to attend this in-person meeting. Please note that while an option for remote attendance and/or participation via Zoom is being provided as a courtesy to the public, the meeting/hearing will not be suspended or terminated if technological problems interrupt the virtual broadcast, unless otherwise required by law. Members of the public with particular interest in a specific item on this agenda should make plans for in-person vs. virtual attendance accordingly. This meeting will be live on Zoom and Channel 8. The public may access the proceedings by joining Zoom (Meeting ID# 897 9080 0793) or by calling (929-205-6099). For additional information about remote participation, please contact Carly Antonellis, Assistant Town Manager at atm@ayer.ma.us or 978-772-8220 ext. 100 prior to the meeting.

- 6:00 PM** **Call to Order**
Pledge of Allegiance; Review and Approve Agenda; Announcements
- Public Input**
- 6:05 PM*** **Request for Reimbursement for Sewer Connection Fee**
236 Snake Hill Road
- 6:10 PM** **Dr. Adam Renda, Superintendent, Ayer Shirley Regional School District**
Presentation on Federal Entitlement Grants
- 6:25 PM** **Dan Van Schalkwyk, Director, Department of Public Works**
1. Recognition of Water Foreman Greg Cormier – MWWA 2023 Pride Award
2. Water Supply Update
3. Sewer Reevaluation of Local Limits Report
- 6:35 PM** **Town Manager's Report**
1. Administrative Update/Review of Warrants
2. MIIA Health Trust Documents for Signature
3. FY 2025 Budget Process Update
- 6:45 PM** **New Business/Select Board Member Questions**
- 6:50 PM** **Approval of Meeting Minutes**
November 7, 2023
- 6:55 PM** **Adjournment**

**Agenda Times are approximate and do not constitute exact times*

*The next regularly scheduled meeting of the Ayer Select Board will be held on Tuesday December 5, 2023 at 6:00 PM, both in-person and via Zoom.
The FY '24 Tax Classification Public Hearing will be held at the December 5, 2023 Select Board Meeting at 6:05 PM.*

From: [REDACTED]
To: [REDACTED]
Subject: 236 snake hill road
Date: Wednesday, September 27, 2023 11:52:01 AM

Good Morning Carly, Per our conversation regarding the Sewer Hook up for #236 Snake Hill Road. Please put me on the agenda for the board of selectman's next available meeting. I'm not sure how soon that will be, but I will be out of town Oct. 17th through the 21st, [REDACTED]
[REDACTED] [REDACTED] The purpose of my request is that I have already paid \$500.00 for the sewer hookup when the road was paved back in late 80's, as I did for my residence at 234 snake hill road. I shouldn't have to pay it again. Please let me know if you need any other information. Thank You, Mark

From: [Dan Van Schalkwyk](#)
To: [Carly Antonellis](#)
Cc: [Robert Pontbriand](#); [Kimberly Abraham](#)
Subject: RE: 236 snake hill road
Date: Thursday, November 16, 2023 1:45:53 PM
Attachments: [Sewer Record Drawing 3 Snake Hill Rd 1986.pdf](#)
[236 Snake Hill Road-Milestone -M Fermanian # 41-23.pdf](#)

Hi Carly,

In short, DPW could not find records to conclude a payment was made for the sewer connection of 236 Snake Hill Road at the time of installation.

- I have attached a record drawing for the Snake Hill Road and Old Sandy Pond Road Sewage Works Improvement (1986 construction), the record drawing shows a sewer service stub from the sewer main to the property line was installed in 1986 as part of the project.
- DPW could not find any record to indicate advance connection fee payment or betterment for 236 Snake Hill Road or other properties involved in the project.
- Annual Town reports spoke to the project but nothing related to sewer connection payments.

Please note, I'm not aware of any precedent decisions for a situation like this. However, there are properties in the nearby area with a similar scenario (i.e., sewer stubbed to property line as part of sewer installation project).

I've also attached the recent approved and paid for sewer connection permit in the amount of \$6,000.

Thanks,
Dan

Dan Van Schalkwyk, P.E.
Director
Town of Ayer - Public Works Department
25 Brook Street
Ayer, Massachusetts 01432
office: (978) 772-8240
cell: (978) 833-2252
email: dvanschalkwyk@ayer.ma.us

From: Carly Antonellis <cantonellis@ayer.ma.us>
Sent: Wednesday, November 15, 2023 3:56 PM
To: Dan Van Schalkwyk <dVanSchalkwyk@ayer.ma.us>; Kimberly Abraham <kabraham@ayer.ma.us>
Cc: Robert Pontbriand <tm@ayer.ma.us>
Subject: FW: 236 snake hill road

Dan,

Permit # 41-23



TOWN OF AYER
DEPARTMENT OF PUBLIC WORKS
25 Brook Street, Ayer, MA 01432 T: (978) 772-8240 F: (978) 772-8244



APPLICATION FOR WATER / SEWER SERVICE

SERVICE ACCOUNT INFORMATION

Service Address 236 SNAKE Hill Rd
(If no street address, then parcel number and lot number must be provided)

Water Service Request: New Repair Temporary NA

Sewer Service Request: New Repair Temporary NA

As ATTACH
\$6,000.00

Water Service Size/Type: _____ Sewer Service Size/Type: _____

Number of Bedrooms: 3 Estimated Daily Flow (GPD): _____

Authorized Installer: MILESTONE EXCAVATING & LANDSCAPING Tel. (978) 227-2578

CUSTOMER INFORMATION

Property Owner/Representative: (please print)

Name: MARK FERMANIAN

Address: 234 SNAKE Hill Rd City: Ayer State: MA ZIP: 01432

The undersigned hereby certifies that he/she has read and examined this application and that the proposed connection is accurately represented in the statements made in this application. The undersigned hereby applies for water/sewer service and agrees to conform to all rules and plumbing regulations relative to the water/sewer system and to provide access for purposes of inspection by authorized agents of the Town. The DPW Superintendent must approve all service repairs, construction and water meter locations.

Signature of property OWNER or Owner's Representative is required along with application fee. Checks shall be payable to Town of Ayer.

Signature (Owner or Owner's Representative): [Signature]

Date: 8-2-23 Print name: MARK FERMANIAN

Applications for service must include the Service Sketch, completed by Drain Layer/Water Connector authorized by the Town of Ayer (See Reverse Side).

FOR OFFICE USE ONLY

Amount Paid: \$6,000.00 Check Number: 3857 Date Received: 8/2/2023

Outstanding Account Balances (Water, Sewer and/or Taxes): Yes No

Application Reviewed: Water: _____ Date: _____ Sewer: _____ Date: _____
By Division Initials Initials

Application Approved: Water: Yes No Sewer: Yes No

Authorized Signature: [Signature] Date: 8/2/23
Superintendent

N/E
DAVID A. ROGERS
 #4 PIERCE AVENUE
 ASSESSOR MAP 21
 PARCEL ID: 6
 DEED BOOK- 66045
 PAGE 34
 RECORD LAND AREA-13.5 ACRES
 (LESS PROPOSED PARCEL A)

ZONING DISTRICT: RESIDENCE A-2
 MINIMUM FRONTAGE: 100
 MINIMUM YARD REQUIREMENTS
 SIDE-15'
 FRONT-20'
 REAR-20'
 MINIMUM % OPEN SPACE-50%

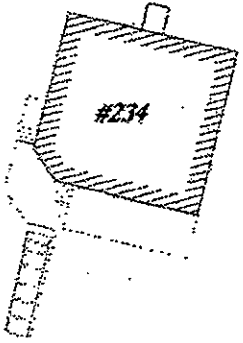
PLANNING BOARD
 DETERMINATION OF
 THE ZONING B
 APPROVAL UNDER
 AYE

John
John
John
 DATE: _____

N/E
**ROBERT &
 DEBORAH PARE**
 ASSESSOR MAP 21
 PARCEL ID: 21
 DEED BOOK- 37801
 PAGE 148

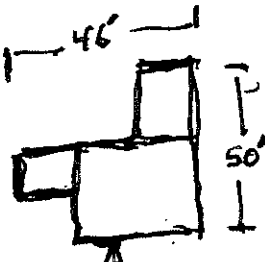
LOT 1
 + PARCEL B (3,474±S.F.)
 AREA = 19,931±S.F.
 (0.46±ACRES)

N/E
MARK FERMANIAN
 ASSESSOR MAP 21
 PARCEL ID: 20
 DEED BOOK- 37429
 PAGE 281



PARCEL A
 AREA = 3,885±S.F.

LOT 2
 + PARCEL A (3,885±S.F.)
 - PARCEL B (3,474±S.F.)
 AREA = 24,113±S.F.
 (0.55±ACRES)



N/E
MARK FERMANIAN
 ASSESSOR MAP 21
 PARCEL ID: 19
 DEED BOOK- 37429
 PAGE 281

N/E
CRAIG FULLERBROWN
 ASSESSOR MAP 21
 PARCEL ID: 7
 DEED BOOK- 36884
 PAGE 583

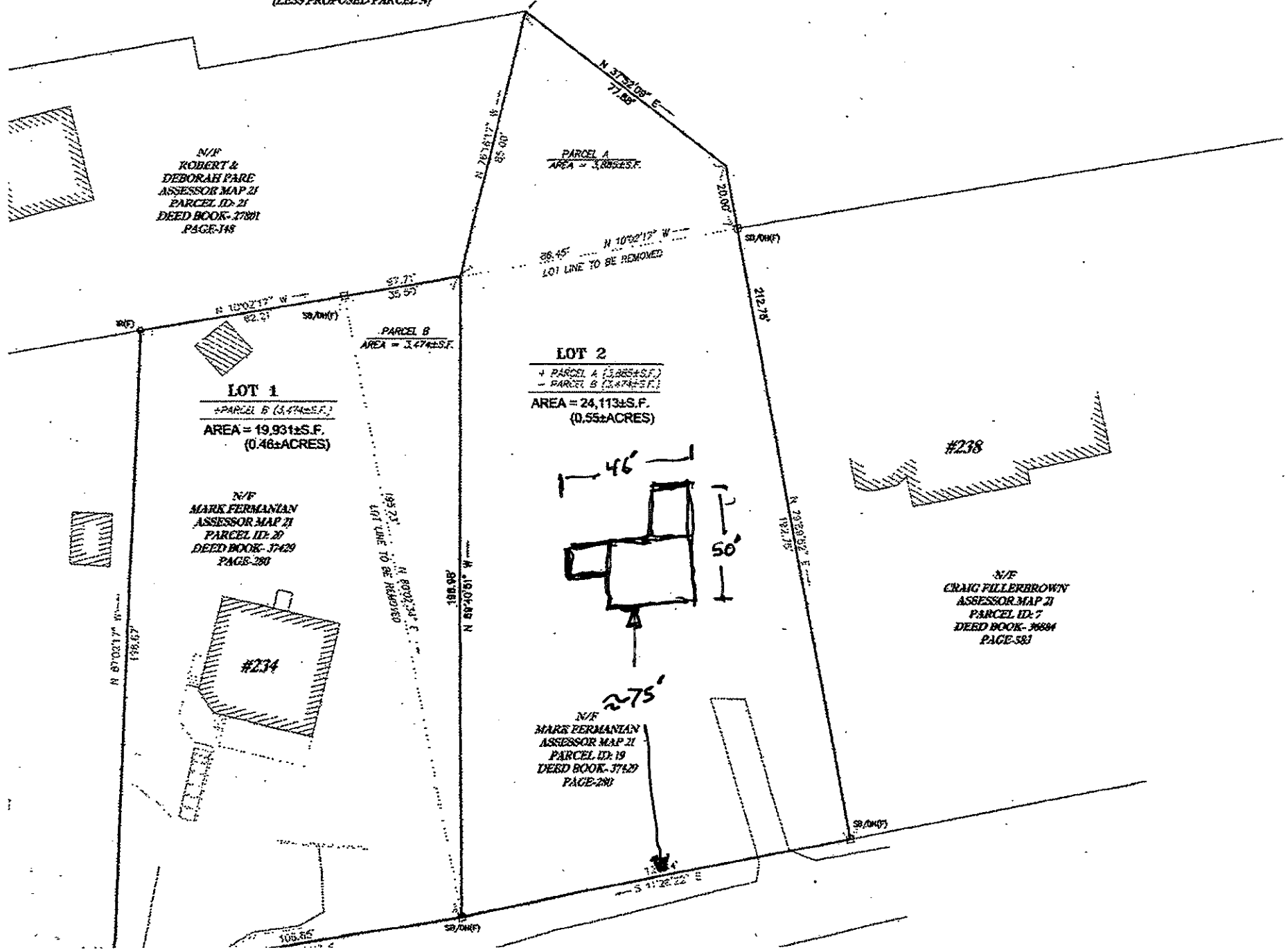
THIS PLAN IS
 CONFORMITY WITH
 REGULATIONS
 DEEDS.

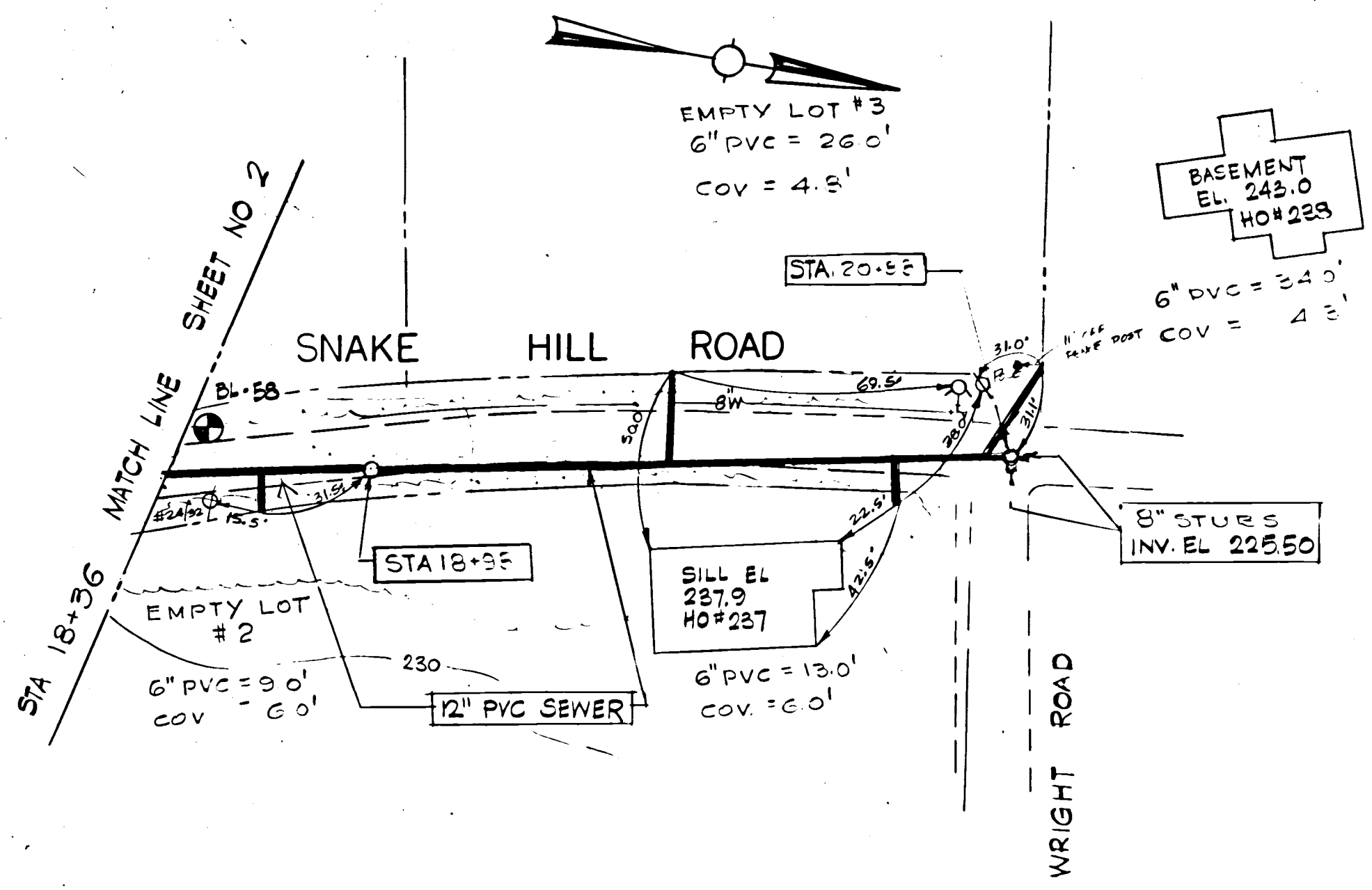


DAVID J. DeBA

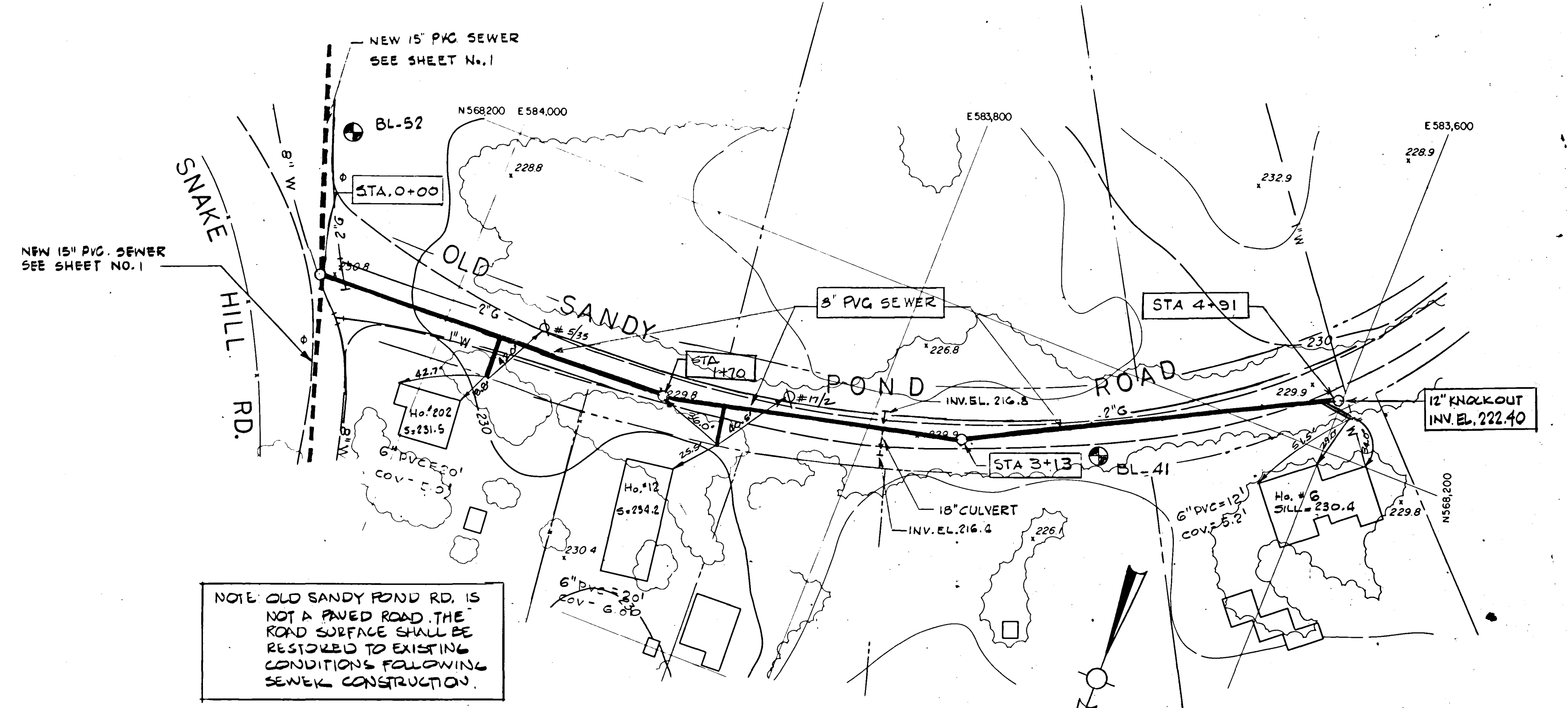
GPI

GOLDSMITH
 39 MAIN ST
 CIVIL ENGINEERING
 VOICE: 51



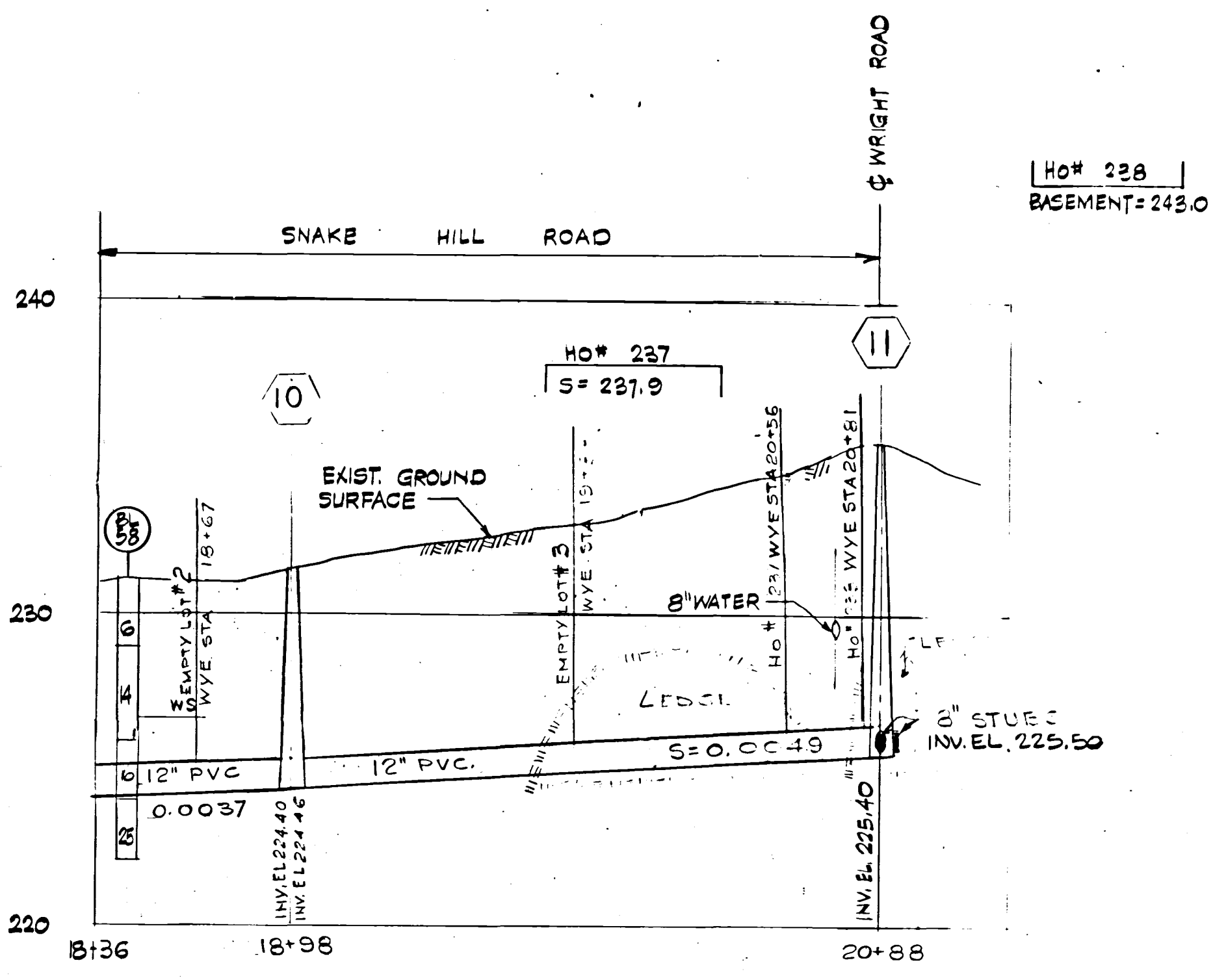


PLAN
SCALE 1" = 40'

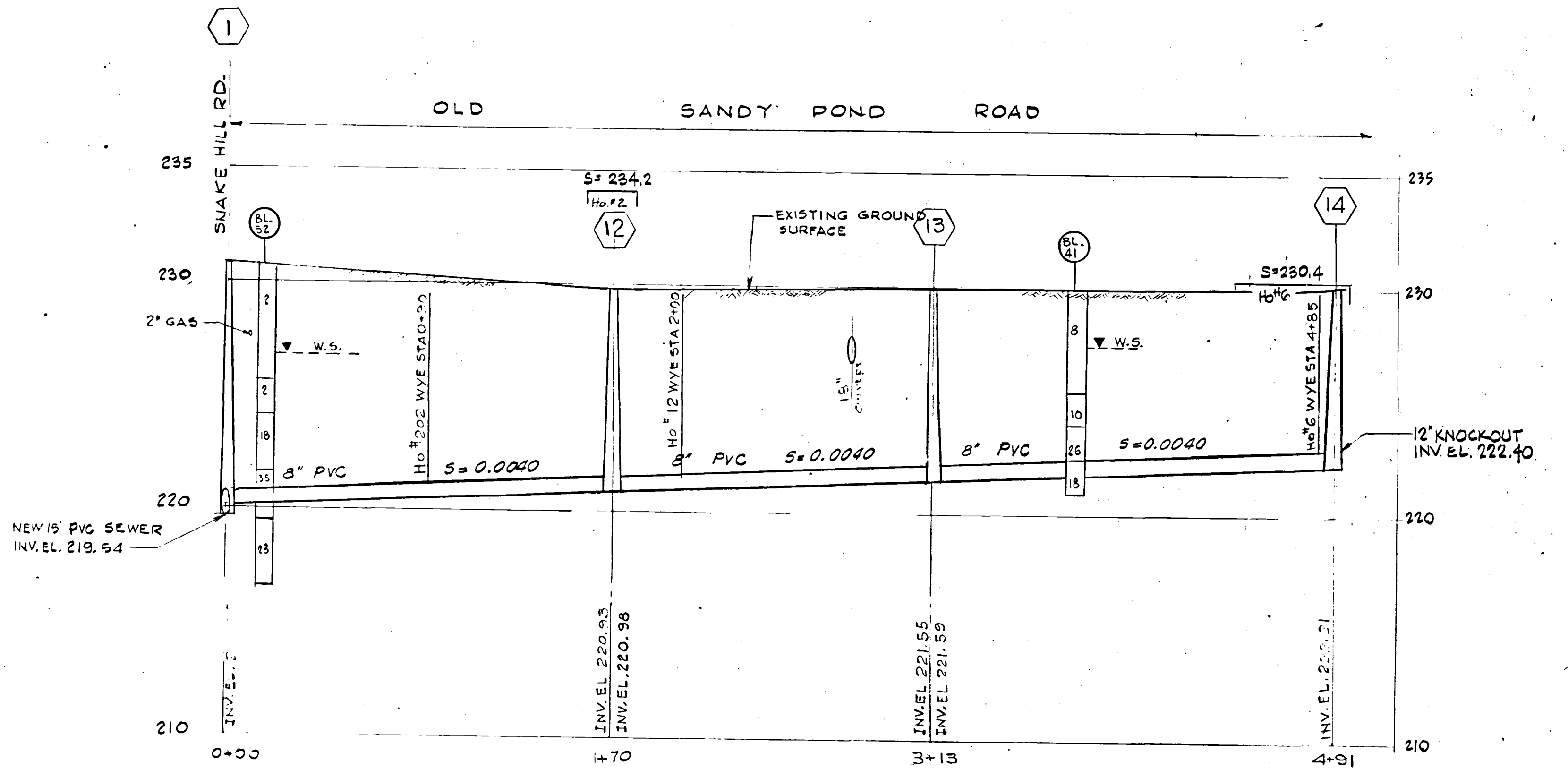


NOTE OLD SANDY POND RD. IS NOT A PAVED ROAD. THE ROAD SURFACE SHALL BE RESTORED TO EXISTING CONDITIONS FOLLOWING SEWER CONSTRUCTION.

PLAN
SCALE: 1" = 40'



PROFILE
SCALE HOR 1" = 40'
VERT 1" = 4'



PROFILE
SCALE: HOR. 1" = 40'
VERT. 1" = 4'

Approved by:	Date	Name
Structural		
Electrical		
HVAC		
Project Engineer		
Project Manager		

TELEDYNE GEOTRONICS
725 E. 3RD. ST.
LONG BEACH, CALIF. 90802

RECORD DRAWING

11/86	REVISED FOR RECORD DRAWING
6/85	BJK FY 85 LATERAL SEWER
Date	Ch'kd.
Designed by: H.A.G.	Revision
Drawn by: A.Y.	Date: JUNE, 1978
Checked by: RCB	Scale: As Noted
Approved by: W.F.C.	

TOWN OF AYER, MASSACHUSETTS
DEPARTMENT OF PUBLIC WORKS
SEWAGE WORKS IMPROVEMENTS
CONTRACT NO. 5A

**SNAKE HILL ROAD AND
OLD SANDY POND ROAD**

CAMP DRESSER & McKEE Inc.
Consulting Engineers
Boston, Mass.

SHEET NO.
3
240-37517



Federal Entitlement Grant 2023 Update

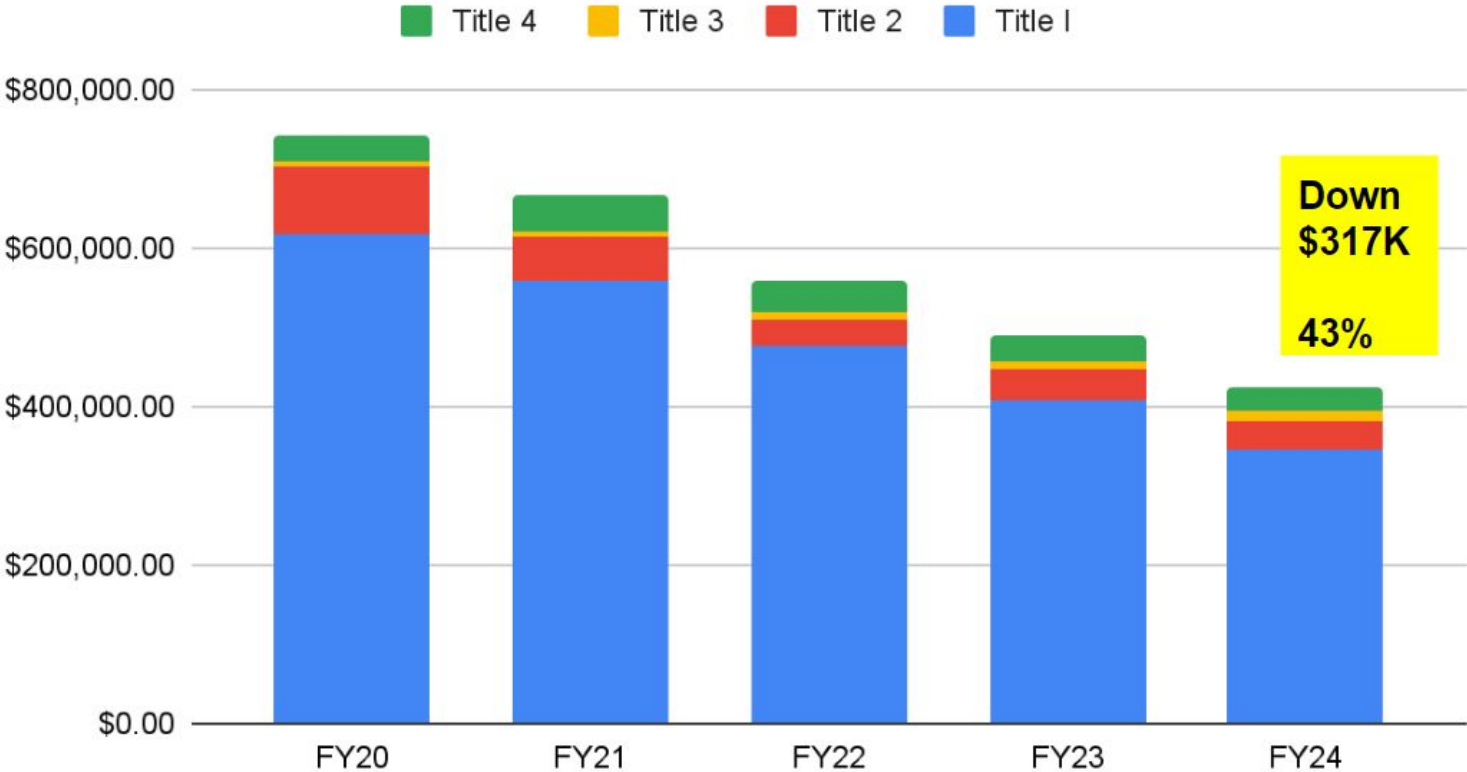
Presented by: Charlie Caliri, Assistant Superintendent
Wednesday, September 20, 2023

Federal Entitlement Grants - ESSA (2015)

- 240 Grant - IDEA (provide FAPE for SWDs)
- 262 Grants - IDEA Early Childhood
- 305 Grant - Title 1: Improving Basic Programs (targeted to Low-Income)
- 140 Grant - Title 2A: Support Excellent Teaching and Leading
- 180 Grant - Title 3: Improve Education of English Learners
- 309 Grant - Title 4: Safe, Healthy, Supportive Learning Environments

Big Picture Goal: To supplement local school budgets and provide strong educational programming to support college and career readiness for all students

ESSA Funding FY20-FY24



Use of Funds for Staffing

FY19	FY24
Literacy Coaches (2.0) Math Coach (0.6) HS Math Para (1.0) MS Reading Specialist (1.0) LAW Reading Support (1.0) PH Reading Specialist (1.0) PH Reading Support (1.0) PK Autism Specialist (1.0)	Literacy Coach (1.0) HS Math Para (1.0) MS Reading Specialist (1.0) PK Autism Specialist (0.5)
Total - 8.6	Total - 3.5

Title I News

- One of our Four Funding Streams for FY25 will likely be removed
 - Decrease of approximately \$51K
 - Poverty levels as reported on the Federal Census are below threshold (7.68% vs. 15%)
 - Ayer - Federal 5.9%
 - Shirley - Federal 4.2%
 - National -11.5%
- LAW will no longer be eligible for Title I Funding
 - Applied for and received Ed. Flex Waiver from DESE for FY24 for LAW
 - Low Income percentage (State) is lower than the average of the four schools, and also lower than the 40% threshold

Four Funding Streams

Basic: 10+ students and 2% or higher

Targeted: 10+ students and 5% or higher

Ed Finance Incentive: 10+ students + 5% or higher

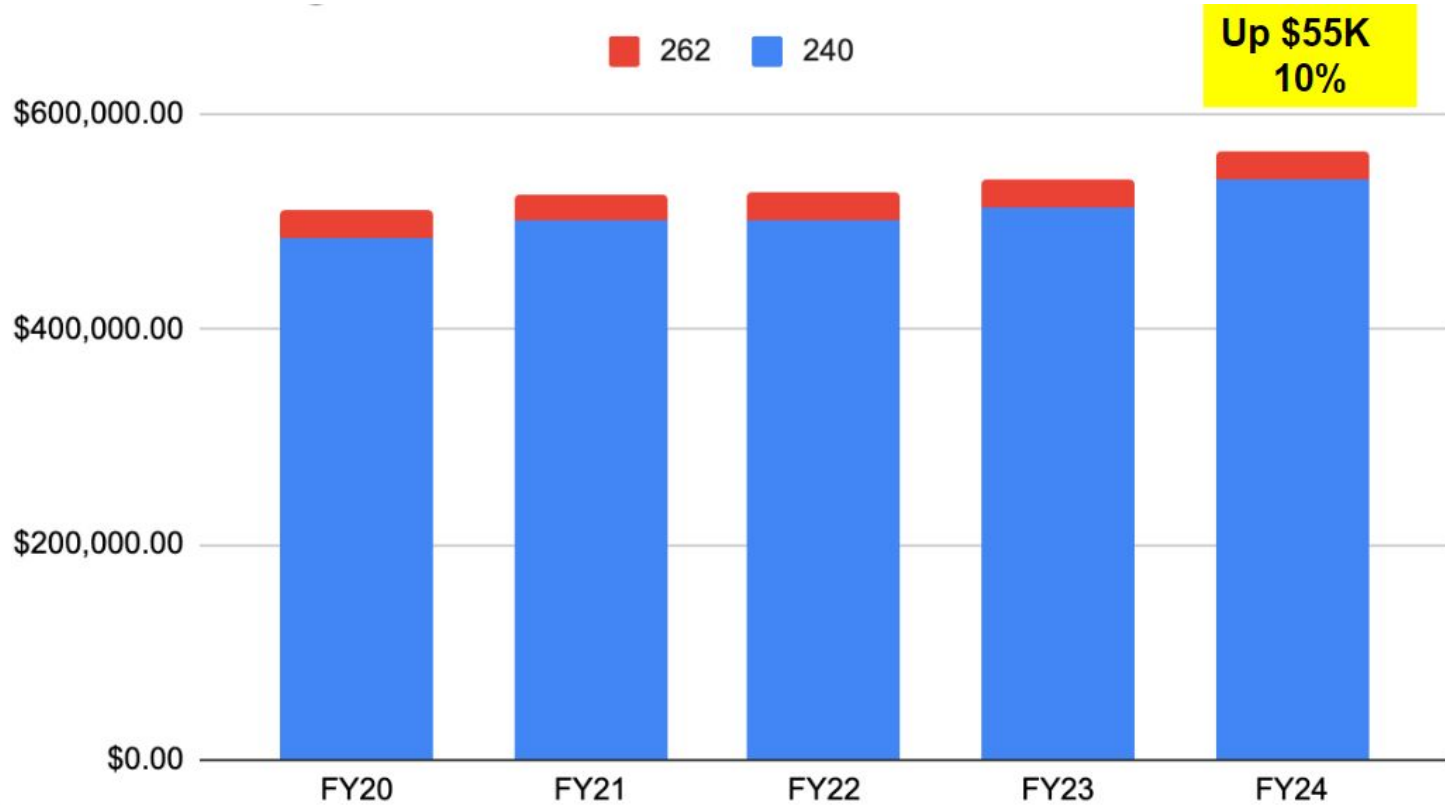
Concentration: 6500+ students or 15% or higher

Next Steps

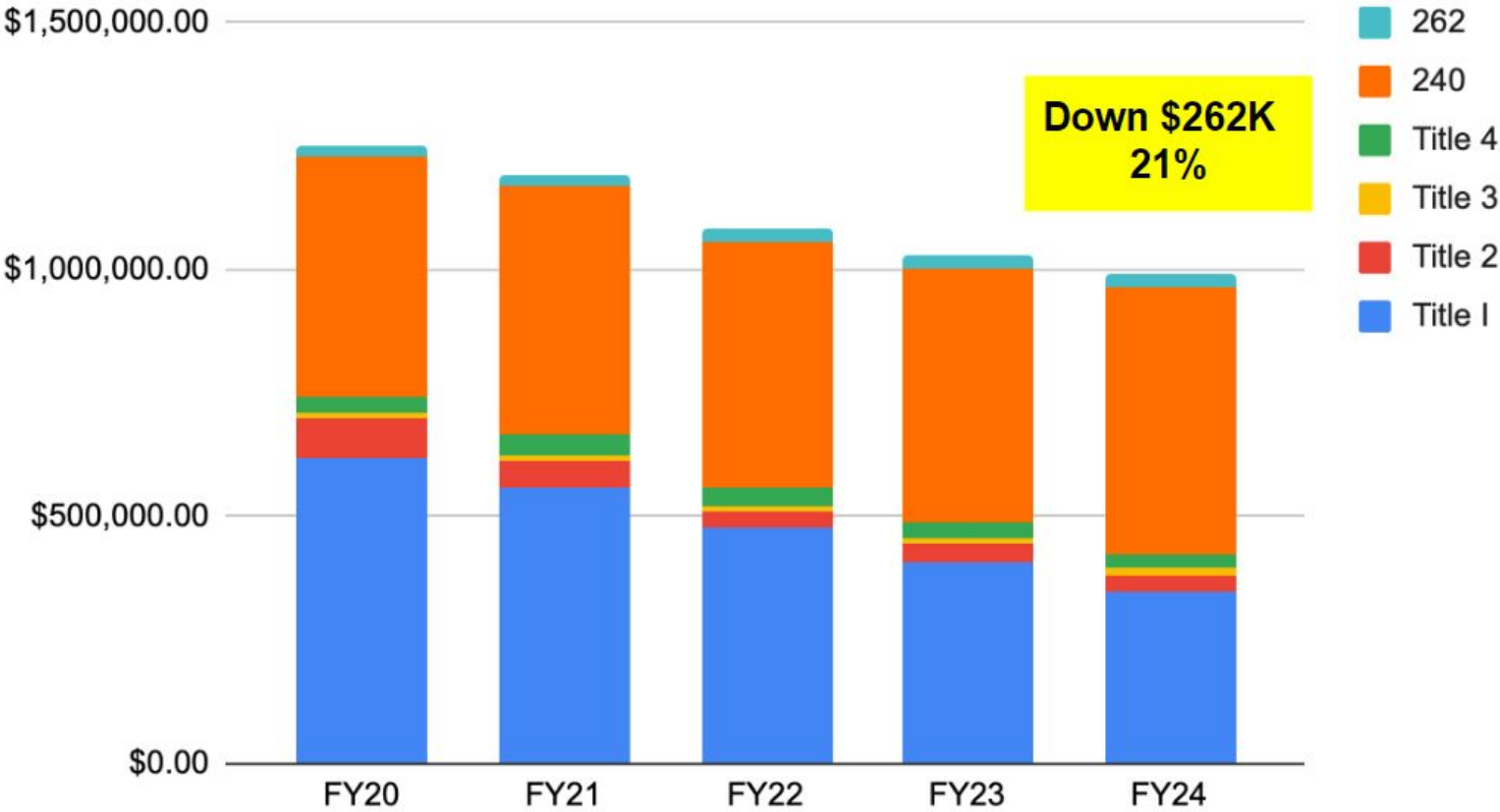
- Encourage more families/caregivers to complete the supplemental, low-income data collection form
 - Food Service
 - Weekly Updates
 - Open House
 - School Events
 - Outreach
- Communicate with School Committee
- Reach out to local legislators
- Dispute Federal poverty numbers - Jan, 2024 (impact Title 1 and 2a)
- Move to transition more positions into General Fund to allow for ESSA funds to serve their true purpose - supplementation

“Low-Income” is collected from FRL, State Public Assistance Programs, supplemental data collection process, or reported as homeless

IDEA Funding FY20-FY24



ESSA Total



ESSER 1, 2, 3

Elementary and Secondary School Emergency Relief Fund

- *ESSER I - Awarded in 2020 for FY21 from CARES Act To address the impact of COVID-19; largely used for health related supplies 3/13/2020 - 9/30/22*
- *ESSER II - CRRSA Awarded in FY22; 1/2021 - 9/30/23*
- *ESSER III - ARP Act Awarded in FY22 through 9/30/24*

**All of these funds were awarded in the same proportion as Title I funds*

ESSER Funds

Fund	Amount	Duration	Use
ESSER 1	\$506,980	March '20 - Sept '22	Materials (PPE, Furniture, etc)
ESSER 2	\$1,780,738	Jan '21 - Sept '23	Materials and Staffing
ESSER 3	\$4,133,008	July '21 - Sept '24	Materials and Staffing

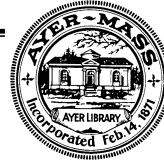
Fund Explanation

- *Town assessments from FY22 - FY24 were lower than the average for FY18 - FY21*
- *Specific Uses of ESSER Funding*
 - *Contracted Services*
 - *Literacy Coaches*
 - *Interventionists - Reading, Math, and Restorative Practices*
 - *Building Substitutes (4) - one at each building*
 - *Health and Mental Health Support*
 - *School Adjustment Counselors (2)*
 - *School Psychologists (2)*
 - *ESS Partnership*
 - *Districtwide Social Worker / HS Case Manager*
 - *School Nurse at Page Hilltop*
 - *Paraprofessionals*
 - *PPE + Other Return to School Supplies - Masks, Sanitizer, Furniture, Technology, etc.*
 - *Food Service and Community Meals during COVID (2020)*

Thank you



Dan Van Schalkwyk, P.E., Director
Kimberly Abraham, Water and Sewer Superintendent
Matt Herson, P.E., Town Engineer
Pam Martin, Business Manager



25 BROOK STREET
AYER, MASSACHUSETTS 01432
T: (978) 772-8240
F: (978) 772-8244

MEMORANDUM

Date: November 16, 2023
To: Select Board
From: Dan Van Schalkwyk, P.E., Director
Kimberly Abraham, Water and Sewer Superintendent
Subject: **Agenda Items for November 21, 2023, Select Board Meeting**

1. Recognition of Water Foreman, Greg Cormier, for receiving a MWWA 2023 Water Works Pride Award

On November 3, 2023, Greg Cormier received a Water Works Pride Award by the Massachusetts Water Works Association. This award goes to individuals who give that extra effort to make a difference in the water works profession. Greg has lead the Ayer Water Division through the construction, implementation, and continued operation and maintenance of the two new PFAS treatment facilities. His commitment and care to the Town's Supply and Water Quality is evident in the seamless customer experience as the Treatment Facilities transitioned to the new systems. He is a credit to the industry and we couldn't be more proud of him and the work he does day in and day out.

2. Water Supply Update

As discussed at previous Board meetings, the DPW will provide status updates of the Town's water supply.

- Since the last update, water production continues to face challenges meeting demand. During the month of October and early November, the treatment facilities did not rest for more than a few hours on 3 of the 4 weekends.
- The tank levels, which is an indication of our ability to meet demand, continue to slowly decline during the work week and along with industry usage. We were able to fill the tank on 10/30, 11/6, and 11/13.
- Fall flushing will not occur due to the lack of water availability.
- Prowler Water performed leak detection service throughout the Town and found 6 potential leaks in the system. All of which are being confirmed and addressed to prevent unnecessary water loss.

At this time, we do not recommend any changes to the existing water use restriction or other directive from the Water and Sewer Commissioners.

3. Sewer Reevaluation of Local Limits Report

In accordance with the Town's Wastewater Treatment Facilities National Pollutant Discharge Elimination System (NPDES) and the Town's Industrial Pretreatment Program (IPP), the Town is required to complete a reevaluation of the existing

Maximum Allowable Headworks Loading (MAHL) and subsequently the Maximum Allowable *Industrial* Loading (MAIL) for various pollutants of concern.

This reassessment was done by Hoyle, Tanner & Associates Inc. The draft report is respectfully submitted to the Select Board for discussion and approval to submit the draft report to the US EPA and MA DEP.

Please see the attached Memo and the Executive Summary of the report. The report, in its entirety, is available at the DPW or on the Town's website at <https://www.ayer.ma.us/wastewater>

Requested Motion: Vote to accept the DRAFT *Reevaluation of Local Limits*, October 2023 and approval to submit the report to the US EPA and MA DEP.



MEMORANDUM

Date: November 21, 2023
To: Ayer Select Board
From: Dan Van Schalkwyk, P.E., Director
Subject: **Reevaluation of Local Limits**

The attached report presents the DRAFT *Reevaluation of Local Limits*, October 2023 by Hoyle, Tanner & Associates, Inc. (Hoyle Tanner) in accordance with the Wastewater Treatment Facility's (WWTF) National Pollutant Discharge Elimination System (NPDES) permit no. MA0100013 and the Town's Industrial Pretreatment Program (IPP). The Town's current local limits were approved in June 1993 when the IPP was developed, with the exception of a revision to the local limit for Biological Oxygen Demand (BOD) and Total Suspended Solids (TSS) in 2021.

The Town's 2015 NPDES permit required the Town to complete a reassessment of the Technically Based local limits (TBLLs). The TBLL reassessment was completed by Hoyle Tanner and submitted to US EPA in June 2015. The 2015 TBLL reassessment concluded that the Maximum Allowable Headworks Loading (MAHL) for various pollutants of concern and subsequent local limits should be recalculated to reflect the new NPDES permit limits, updates to the Federal water quality and biosolids criteria, changed WWTF conditions including a planned upgrade and added flexibility to respond to changes in existing industrial user loadings. In September 2018, the US EPA agreed with the June 2015 reassessment recommendation to *reevaluate* the existing MAHLs and subsequent Maximum Allowable *Industrial Loads* (MAIL)s.

Concurrently, the Town was developing a capital improvements plan (CIP) for the WWTF. The first phase of the CIP, prepared by CDM Smith in March 2017, recommended additional studies be conducted at the WWTF including:

- Perform a sampling study of the Nashua River to re-evaluate the NPDES metals limits;
- Perform engineering analysis (WWTF sampling and Bio Win^R modeling) of the biological treatment system to determine if the system can handle future loads and then assess process improvements based on these results.

The local limit reevaluation was postponed due to several factors:

- The Town postponed the sampling for the local limits reevaluation until the corrosion control system at the Town's Water Treatment Plants was optimized. The local limits reevaluation moved forward in the fall of 2019 with a planned sampling and analysis program at the WWTF and in the collection system. The work was expected to be completed during 2020, however, encountered delays due to the Covid-19 pandemic.

- In the summer of 2020, the Town reapplied for a new NPDES permit and is now regulated under the 2022 Medium WWTF General Permit (MAG590031) with an effective date of April 1, 2023. The permit includes stringent copper and lead effluent limits as well as a new dilution factor.
- The reevaluation was also delayed while the Town renegotiated the Wastewater Treatment and Disposal Services Agreement with Devens. The Agreement was finalized in August 2022 for a total flow of 0.35 million gallons per day (MGD). This is an important factor because by diverting wastewater to the Devens WWTF, the Town can increase the MAHL available for each pollutant of concern.

The Town now had in place all the necessary information to complete the Revaluation of local limits. The Report summarizes the MAIL that is available for the Town's industrial users and will be included in the Town's Sewer Rules and Regulations. Both the Town's existing local limits and the proposed MAILs are shown below:

Existing Local Limits vs. Proposed MAILs to be published in the Sewer Rules & Regulations (SRR)			
Pollutant	Existing local limit	Proposed MAILs	Description/Notes
Aluminum	-	1.41 lbs./day	New Pollutant of Concern
Antimony	10.0 mg/L	-	Removed as Pollutant of Concern
Arsenic	0.30 mg/L	0.17 lbs./day	New method being used
Cadmium	0.038 mg/L	-	Determined to be Achievable
Chromium	2.0 mg/L	-	Removed as Pollutant of Concern
Copper	1.0 mg/L	0.030 mg/L	Based on final NPDES permit limit
Cyanide	0.30 mg/L	-	Determined to be Achievable
Lead	0.250 mg/L	0.004 mg/L	Based on final NPDES permit limit
Mercury	0.001 mg/L	0.001 mg/L	No Change
Nickel	1.0 mg/L	-	Determined to be Achievable
Selenium	2.50 mg/L	-	Determined to be Achievable
Silver	0.0146 mg/L	-	Determined to be Achievable
Zinc	0.75 mg/L	-	Determined to be Achievable
BOD ₅ ¹ Revised in 2014	2,400 lbs./day	2,469 lbs./day	Based on Model and sending flow to Devens
TSS ¹ Revised in 2014	5,455 lbs./day	4,072 lbs./day	Based on Model and sending flow to Devens
Phosphorus	-	3.6 mg/L	New Pollutant of Concern
Oil and grease	100 mg/L	100 mg/L	No Change
pH (s.u.)	6.5-11.5	6.5-9.0	Provides Protection to WWTP Process
Temp. (°F)	140	140	No Change

Once the MAILs are obtained, approved, and published, the values are allocated to the industrial users through their permits. Several MAILs present significant changes, particularly aluminum, copper, lead, and phosphorus, which is due to the stringent limits imposed by the US EPA and MassDEP NPDES permit. It is not anticipated that aluminum, arsenic and mercury will pose challenges for industrial users at this time. Copper, lead and phosphorus may become difficult to meet and we are exploring methods of distribution and monitoring that will aid with their complying with these stringent limits. Industrial users are also large contributors of BOD₅ and TSS to the wastewater system. These levels are monitored closely by the Town and industrial users to meet permitted limits.

An Equal Opportunity Employer

This material is available in alternative formats for persons with disabilities. To request an accommodation, please call 802.863.9094 (voice) or 802.863.0450 (TTY).

Next Steps

- Submit the DRAFT *Revaluation of Local Limits*, October 2023 to the USEPA and MADEP following the Select Board acceptance.
- Address US EPA and MADEP comments, as necessary, to finalize the Report.
- US EPA will publish the Report for public comment.
- Meet with the Town's industrial users as necessary to inform them of the new local limits.
- Revise the Town's Sewer Rules and Regulations to include the new MAILs and local limits.
- Revise and issue new industrial discharge permits, as necessary.

cc: Kimberley Abraham, Water & Sewer Superintendent
Paula M. Boyle, Hoyle, Tanner & Associates, Inc.

Executive Summary

This report presents the reevaluation of local limits in accordance with the Town's National Pollutant Discharge Elimination System (NPDES) permit and as part of the Town of Ayer's Industrial Pretreatment Program (IPP). The Town's original local limits were approved in June 1993 when the IPP was developed.

The Town's wastewater treatment facility (WWTF) was regulated by a previous NPDES permit issued in 2006 and modified in December 2014 (Permit #MA0100013). The NPDES permit is enforced jointly by the U.S. Environmental Protection Agency (USEPA) and the Massachusetts Department of Environmental Protection (MassDEP). This permit included more stringent regulation of phosphorus as well as interim limits for copper, aluminum and lead. The NPDES permit required the Town to complete a reassessment of its Technically Based local limits (TBLLs). The TBLL reassessment recommended a complete reassessment of the Town's local limits and was submitted to USEPA in June 2015. Prior to the 2015 reassessment, there had not been a need to revise the Town's local limits, since the MAHLs were protecting the WWTF, the receiving waters, sludge disposal practices, the collection system, and worker's health and safety.

The 2015 TBLL reassessment concluded that the Maximum Allowable Headworks Loading (MAHL) and subsequent local limits should be recalculated to reflect the NPDES permit, several revisions to the Federal water quality criteria and biosolids standards, WWTF conditions including a planned upgrade and to allow for industrial growth within the Town and add flexibility to respond to changes in existing industrial user loadings. In September 2018, a USEPA Pretreatment Compliance (PCI) audit of the Town's IPP was conducted and the USEPA agreed with the June 2015 reassessment recommendation to *reevaluate* the existing MAHLs and subsequent Maximum Allowable *Industrial* Loads (MAILs).

Concurrently, the Town contracted with CDM Smith to develop a capital improvements plan (CIP) for the WWTF. In the first phase of the CIP, CDM Smith recommended additional studies be conducted as required by the NPDES permit or would impact the improvements at the WWTF to be implemented in later CIP phases: The studies included:

- Perform a sampling study of the Nashua River to re-evaluate the NPDES metals limits;
- Review other coagulants to identify whether alternatives to aluminum sulfate would help the Town to meet the phosphorus and metals limits;
- Perform engineering analysis (WWTF sampling and Bio Win modeling) of the biological treatment system to determine if the system can handle future loads and then assess process improvements based on these results.

In March 2017, the Town submitted the CDM-Smith *River Sampling and WWTF Permit Compliance Report*, which provided the following proposal to revise the NPDES Permit limits as below:

Effluent Characteristic	Final Average Monthly Limit in the NPDES Permit (µg/l)	Proposed Average Monthly Limit (µg/l)
Total Recoverable Copper	4.1	18-20
Total Recoverable Aluminum	87	634-675

The Town waited for a response from USEPA on the 2017 proposed average monthly limit for copper and aluminum but did not receive any correspondence from USEPA or MADEP regarding their acceptance.

In the Fall of 2019, a planned sampling and analysis program to reevaluate the MAHLs was developed and conducted during low flow conditions at the WWTF and in the collection system. The USEPA approved sampling program supplemented the Town’s existing database of known or suspected Pollutants of Concern (POC). The sampling was conducted at the WWTF influent, effluent, uncontrollable sources, and the sludge processing area. Additional POCs emerged during this study. The work was expected to be completed during 2020, however, the reevaluation was delayed due to competing resources as a result of the Covid-19 pandemic.

The Town then reapplied for a new NPDES permit in 2020 and is now regulated under the 2022 Medium WWTF General Permit (MAG590031) with an effective date of April 1, 2023 with stringent copper and lead effluent limits and a new dilution factor. The limits proposed by the Town were not included in the most recent NPDES permit.

In addition, the Town renegotiated and finalized the Wastewater Treatment and Disposal Services Agreement with the Massachusetts Development Finance Agency (known as Devens) on August 30, 2022. The reevaluation of local limits was delayed due to the critical role the use of the Devens WWTF plays in the MAHL that is available to the Town. By diverting wastewater through the Town’s Main Pumping Station to the Devens WWTF for treatment and disposal, the Town is able to increase the loading available for each POC. The Town now had in place all the necessary information to develop revised Technically based Local Limits.

A description of the methodology used to develop the new MAHLs and MAILs is included in Section 6. Initial trials of the MAHL calculation indicated there was no loading remaining to be allocated to the SIUs for copper and lead given the very stringent NPDES effluent permit limits. Therefore, the Town conducted additional monitoring of copper which indicated higher removal rates of copper. If the most recent copper data is used, the average removal efficiency is 91 % which is greater than the total study period data set of 78 % which has been used conservatively in the MAHL calculation. The Town also implemented a system wide-corrosion control program and monitors the influent copper loads monthly to monitor progress. This monitoring will also provide more data points to assess the reliability of the removal efficiencies of copper to meet the stringent final effluent limits.

As part of the Town’s IPP annual Priority Pollutant Scan the WWTF influent loads are compared to the newly calculated MAHLs to be sure the MAHL is not exceeded or increased more than 20 % over a given year. For the POCs with an average WWTF influent loading greater than 60 % of the newly calculated

MAHL, a local limit, in the form of a Maximum Allowable *Industrial* Load (MAIL), is necessary to control these POC loads from reaching the WWTF. This is further explained in Section 5. The following MAILs have been calculated from the TBLL reassessment:

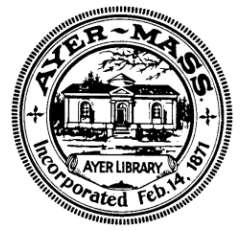
Proposed MAILs to be published in the Sewer Rules & Regulations (SRR)	
Pollutant	MAIL
Aluminum	1.41 (lbs./day)
Arsenic	0.17 (lbs./day)
Copper	0.03 mg/L
Lead	0.004 mg/L
Mercury	0.001 mg/L
BOD ₅	2,469 (lbs./day)
TSS	4,072 (lbs./day)
Phosphorus	3.6 (mg/L)
Oil and grease	100 (mg/L)
pH (s.u.)	6.5-9.0
Temperature °F	140

The proposed revisions to the Town’s existing local limits are considered a “substantial” modification to the Town’s IPP as described in 40 CFR Part 403.18 (b)(2) since the proposed MAHLs have been revised and the number of POCs reduced. The MAIL for each POC should be published as soon as they are approved by USEPA and should then be adopted by the Town and incorporated into the Sewer Rules and Regulations SRR. The Town needs only to adopt the MAIL and then it will have the discretion to allocate the MAILs to SIUs that require the loading either uniformly or by the Industrial User (IU) contributory method. The Town should include regulatory review time to account for public notice and the opportunity for public comment relative to the new MAILs. The allocated MAILs will then be added to the SIU and IU’s Industrial Discharge permits (IDP) as necessary.

Recommendations as a result of the re-evaluation of local limits include:

- Continue to monitor the WWTF influent, effluent and sludge loads for POCs with a newly calculated MAHL annually.
- Monitor the WWTF influent on a bi-annual basis for those POCs with a MAIL:
- Monitor the WWTF influent on a bi-monthly basis for copper in order to adjust corrosion control chemicals at the Town’s Water Treatment plants
- Issue new SIU permits with permit limits base on the reallocated MAIL

**Office of the Select Board
Office of the Town Manager**



Town of Ayer | Ayer Town Hall | 1 Main Street | Ayer, MA 01432 | 978-772-8220 | www.ayer.ma.us

MEMORANDUM

DATE: November 16, 2023

TO: Ayer Select Board

FROM: Robert A. Pontbriand
Town Manager

SUBJECT: Town Manager's Report for the November 21, 2023 Ayer Select Board Meeting

Dear Honorable Select Board Members,

I am pleased to transmit to you the following Town Manager's Report for the November 21, 2023 Select Board Meeting. If you have any questions prior to the meeting, please do not hesitate to contact me directly. Thank you.

Administrative Update/Review of Town Warrants:

- At the meeting I will provide a brief Administrative Update on the various activities, initiatives, and projects of the Town since the Select Board last met on November 7, 2023.
- I have reviewed, approved, and signed the following Town Warrants since the Select Board last met on November 7, 2023:

Accounts Payable Warrant #24-09 in the amount of \$1,511,892.40 was reviewed, approved, and signed on November 7, 2023.

Payroll Warrant #24-10 in the amount of \$381,665.31 was reviewed, approved, and signed on November 14, 2023.

MIIA Health Trust Documents for Signature:

- Attached are the MIIA Health Trust Documents (the Membership Trust Agreement) which requires a vote of approval and signature by the Select Board (See attached). These Trust Documents are required for the Town's transition from Minuteman Nashoba Health Group to MIIA for health insurance effective July 1, 2024. The MIIA Health Trust Documents have been reviewed and approved as to form by Town Counsel. I am respectfully recommending that the Select Board vote to approve and sign the MIIA Health Trust Documents.

FY 2025 Budget Process Update:

- At the meeting, I will provide a brief update on the FY 2025 Budget Process and answer any questions the Select Board Members may have on the FY 2025 Budget Process. As discussed at the last Select Board

Meeting, we are in the initial stages of the development of the FY 2025 Budget. All FY 2025 Budget related information and documents will be posted on the “FY 2025 Budget Page” on the Town’s website at

- www.ayer.ma.us Hard copies of materials are available upon request to the Town Manager’s Office during normal business hours.
- The Capital Planning Committee had its first meeting on November 9, 2023 and met with the Fire Department on November 16, 2023 regarding the Fire Department’s FY 2025 Capital Plan. The Capital Planning Committee will meet on November 30, 2023 at 5pm with the DPW regarding the DPW’s FY 2025 Capital Plan. All FY 2025 Capital Plans can be found on the “FY 2025 Budget Page” on the Town’s website as well as on the Capital Planning Committee’s webpage on the Town’s website.
- The Town’s Tax Classification Hearing will take place on Tuesday, December 5, 2023 at 6pm as part of the Select Board Meeting that evening.
- The FY 2025 Budget Directive is scheduled to be issued to all Town Departments on December 1, 2023 per the FY 2025 Budget Calendar.

Thank you.

Attachment: MIIA Health Trust Documents



Massachusetts Interlocal Insurance Association
3 Center Plaza, 6th Floor
Boston, MA 02110
617-426-7272 or 800-882-1498
www.emiia.org

MIIA Health Benefits Trust Agreement

Town of Ayer

MIIA Health Benefits Trust**Agreement**

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MIIA Health Benefits Trust Agreement

This Massachusetts Interlocal Insurance Association, Inc., Health Benefits Trust Agreement (the "Agreement"), dated as of **July 1, 1992**, is made by and among Participating Governmental Units of the Commonwealth of Massachusetts which are now or hereafter parties signatory to this Agreement and listed in Appendix A hereof, as may be amended from time to time, and those Trustees listed in Appendix B hereof, as may be amended from time to time.

WITNESSETH:

All capitalized terms in these Recitals shall have the meanings set forth in Section 1.01 of this Agreement.

WHEREAS, certain Participating Governmental Units desire to pool together to provide health benefits to their employees and retirees by self-insuring for employee and retiree health benefits for the purpose of controlling the cost of the health benefits provided to those employees and retirees and their dependents; and

WHEREAS, Massachusetts General Laws Chapter 32B, Section 12 authorizes governmental units to pool together for the purpose of providing employee health benefits; and

WHEREAS, Contributions will be paid from time to time by Participating Governmental Units to the Trustees, which Contributions will be held by the Trustees in trust for the exclusive benefits of the Participating Governmental Units, their employees and retirees in the Trust, and from which Contributions the Trustees will pay health benefits to Subscribers and Qualified Dependents; and

WHEREAS, the Participating Governmental Units desire the Trustees to collect, receive, hold, invest, reinvest, manage, dispose of, distribute and otherwise administer the Contributions paid hereunder by each Participating Governmental Unit for Coverage and to pay health benefits to Subscribers and Qualified Dependents on behalf of each Participating Governmental Unit, and the Trustees have indicated their willingness to do so, all pursuant to the terms of this Agreement; and

WHEREAS, the Trustees and the Participating Governmental Units desire to establish the terms and conditions under which the Trust shall be operated;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged by each party, one to the other, the Participating Governmental Units do hereby give and assign in trust the sums of money paid from time to time by the Participating Governmental Units and all income and profits therefrom to the Trustees for the purposes set forth in this Agreement and the

Trustees hereby accept the trusts herein contained and the sums of money paid from time to time by the Participating Governmental Units to the Trustees for the purposes set forth in this Agreement and declare that they will administer, manage, collect, receive, dispose of and distribute such Trust property for the benefit of the Participating Governmental Units as hereinafter provided, all parties agreeing to abide by the terms and covenants contained in this Agreement, as follows:

ARTICLE I DEFINITIONS

1.01 Definitions

The terms defined in this Section and in the preambles hereto (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of this Agreement and of any amendment or supplement hereto shall have the respective meanings specified in this Section 1.01 or said preambles.

"Administrator" means that person or entity employed or appointed by the Trustees to be responsible for the daily activities of the Trust.

"Agreement" means this Health Benefits Trust Agreement, as set forth herein and as amended or restated from time to time.

"Assessment" means the amount charged to Participating Governmental Units pursuant to Section 7.03 of this Agreement to satisfy any deficit in the Trust in any Trust Year.

"Contact Person" means the person designated by each Participating Governmental Unit to be responsible for contacts with the Trust in accordance with Section 3.04(e) hereof.

"Contribution" means that sum or sums of money determined by the Trustees pursuant to Section 8.01 or 8.02 hereof and charged to each Participating Governmental Unit for the coverage provided hereunder to each Subscriber of that Participating Governmental Unit. When used in this Agreement, "Contribution" shall be deemed to refer to the total Contribution payable by each Participating Governmental Unit, or to any component thereof, as the context requires.

"Coverage" means the health benefits provided to Subscribers and Qualified Dependents pursuant to and in accordance with this Agreement and the Plan Document.

"Effective Date" means the date set forth in Section 11.08 hereof.

"Entry Fee" means the fee payable by a Participating Governmental Unit upon the approval by the Board of Trustees of its Application for participation in the Trust.

"General Fund" means the fund established by the Treasurer in the name of the Trustees pursuant to Section 7.02 in which the monies of the Trust are held and managed in accordance with the terms hereof.

"Participating Governmental Unit" means any "governmental unit" as that term is defined in M. G. L.. c. 32B, §2(f) which (i) has been accepted into the Trust by the Trustees, (ii) executes the Additional Signature Page to this Agreement, and (iii) pays the Entry Fee required by Section 3.03 hereof.

"Plan Document" means that document, as amended from time to time, which sets forth the health benefits available to Subscribers and Qualified Dependents as Coverage.

"Plan Year" means a fixed period of Coverage during which the Plan Document schedule of benefits is in effect. The "Plan Year" may extend for twelve (12) months or may extend for a longer or shorter period. In any event, the length of the Plan Year shall be set by the Trustees.

"Qualified Dependent" means any dependent of a Subscriber, provided the dependent is eligible for Coverage under the Plan Document and under M. G. L.. c. 32B, §2(b).

"Subscriber" means any person so designated by a Participating Governmental Unit pursuant to §3.06 hereof, and who is eligible to participate in that Participating Governmental Unit's insurance program pursuant to M. G.. L. c. 32B.

"Trust" means the Massachusetts Interlocal Insurance Association, Inc. Health Benefits Trust established by this Agreement.

"Trustee" means each person serving as a trustee hereunder from time to time pursuant to Article II hereof.

1.02 Interpretation

The words "hereof", "herein", "hereunder", and other words of similar import refer to this Agreement as a whole. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. Headings or titles to Articles, Sections, and other subdivisions of this Agreement are for convenience only and shall be given no effect, meaning or construction whatsoever and shall not define or limit any provision of this Agreement.

ARTICLE II
TRUSTEES

2.01 Composition of Board of Trustees

The Trust shall be administered by a Board of Trustees consisting of seven (7) members. The members of the Massachusetts Interlocal Insurance Association, Inc. ("MIIA") Board of Directors shall serve as the initial Trustees of the Trust. The Executive Director (or Acting Executive Director) of the Massachusetts Municipal Association shall at all times serve as one of the seven (7) Trustees. The term of three (3) of the other six (6) initial Trustees shall extend until the conclusion of the Annual Meeting of the Trustees next following the end of the Trust's first year of existence. The term of the remaining three (3) initial Trustees shall extend until the conclusion of the Annual Meeting next following the end of the Trust's second year of existence. Each member of said MIIA Board of Directors shall signify his or her acceptance of the responsibilities of Trustee by executing this Agreement or an additional signature page thereto.

At the Annual Meeting which follows the end of the Trust's first year of existence, the Trustees shall nominate and elect to the Board of Trustees three (3) individuals. It is the intent of this Trust that those three (3) individuals should be representatives of Participating Governmental Units who are willing and able to serve as Trustees. In the event that the Trustees are unable to find three (3) representative of Participating Governmental Units who are willing and able to serve as Trustees, the Trustees shall nominate and elect to serve as Trustees such other individuals as the Trustees deem suited for such office.

At the Annual Meeting which follows the end of the Trust's second year of existence, the Trustees shall nominate and elect as Trustees three (3) other individuals. The term of office of the Trustees (other than the initial Trustees, and other than the Executive Director (or Acting Executive Director) of the Massachusetts Municipal Association who shall serve as a permanent member of the Board of Trustees) shall be for three (3) years.

No Trustee shall be employed by or have any financial interest in any company providing services to the Trust, other than MIIA.

2.02 Chairman of the Board of Trustees

The President (or acting President) of the MIIA board of Directors shall serve as the initial Chairman (or acting Chairman) of the Trustees, thereafter the Chairman of the Board of Trustees shall be elected at the Board's Annual Meeting. The Executive Director

(or Acting Executive Director) of the Massachusetts Municipal Association shall serve as Secretary of the Trustees.

2.03 Procedure for Nomination and Election of Trustees

No later than sixty (60) days prior to the Annual Meeting date scheduled by the Trustees, the Secretary shall appoint a nominating committee composed of the Chairman and two (2) other Trustees. No later than thirty (30) days prior to the Annual Meeting, the nominating committee shall mail to all Trustees a report nominating as Trustee, for each position to be filled, at least one (1) person willing and able to serve as Trustee and indicating that, if a Trustee wishes to nominate another person to serve as Trustee, such nomination must be received in writing by the Secretary at least twelve (12) days prior to the Annual Meeting. At that meeting the Trustees in attendance shall elect by ballot the Trustees from those nominated in the nominating committee's report and those nominated as aforesaid by a Trustee. The nominee(s) receiving the greatest number of votes shall be deemed elected as Trustees, shall commence their terms at the conclusion of the meeting, and shall serve for the duration of their terms and until their successors are duly elected.

2.04 Resignation of a Trustee

Any Trustee may resign by providing the Chairman of the Trustees with written notification which indicates the date upon which his or her resignation shall take effect. A Trustee's resignation from the MIIA Board of Directors shall also be deemed to be a resignation as a Trustee.

2.05 Removal of a Trustee

A Trustee may be removed for cause by a two-thirds ($\frac{2}{3}$) vote of the Trustees taken at a meeting of the Trustees. No such vote shall be taken unless the subject Trustee has been provided at least one week's notice that a motion for his or her removal would be raised, along with a summary of the reasons therefor.

2.06 Substitute Trustees

In the event a Trustee resigns, is removed, or is otherwise unable to serve, the Trustees may appoint a substitute Trustee to serve until such time as a new member has been elected.

A Trustee shall, upon leaving office for any reason, forthwith turn over and deliver to the principal office of the Trust any and all records, books, documents or other property in his possession or under his control which belong to the Trust.

2.07 Committees and Task Forces

The Board of Trustees may from time to time establish one or more committees or task forces which shall serve for the period specified by the Board. The members of such a committee shall be appointed by the Secretary subject to the approval of the Board and may include individuals who are not Trustees.

The Board of Trustees may delegate to such committee or task force whatever powers and duties the Board deems appropriate excepting those powers and duties specified herein for which a two-thirds ($\frac{2}{3}$) vote of the Trustees is required.

ARTICLE III
PARTICIPATING GOVERNMENT UNITS

3.01 Eligibility

Eligibility for participation in the Trust shall be limited to Massachusetts "governmental units", as that term is defined in M. G. L.. c. 32B, §2(f). In order to be eligible cities and towns must be members of the Massachusetts Municipal Association. Counties, regional school districts and other "governmental units" will be eligible if at least one member municipality holds membership in the Massachusetts Municipal Association.

3.02 Application for Participation

A governmental unit which wishes to participate in the Trust must submit an application therefor to the Board of Trustees. Such application shall be submitted in the form stipulated by the Trustees and shall include all information requested by the Trustees or by the Trust's Administrator. Said application shall be accompanied by a resolution, in substantially the form set forth in Appendix C, duly adopted by the governing body of the prospective Participating Governmental Unit.

Upon approval of the Application by the Board of Trustees and execution of this Agreement by the Participating Governmental Unit, the Participating Governmental Unit shall be bound by all terms and conditions hereof and of the Plan Document, including the payment of installments of its Contribution when due. The Participating Governmental Unit will also be required at that time to pay a one-time entry fee.

3.03 Entry Fee

A governmental unit which desires to participate in the Trust will be required to pay to the Trust a one-time Entry Fee in an amount which shall from time to time be set by

the Trustees. The Entry Fee is intended partially to defray the start-up costs associated with the development of this Trust.

3.04 Obligations, Duties and Liabilities of Participating Governmental Units

- (a) Each Participating Governmental Unit agrees to fulfill all obligations and duties established by this Agreement. The Termination or Cancellation of any Participating Governmental Unit pursuant to this Article shall not affect the obligations and duties of a Participating Governmental Unit under this Agreement.
- (b) Each Participating Governmental Unit is liable under this Agreement for the payment of contributions when due.
- (c) Each Participating Governmental Unit hereby agrees to provide appropriations for the payment of any sum assessed by the Trustees in accordance with this Agreement.
- (d) Each Participating Governmental Unit agrees that it will cooperate fully with the Administrator and any agent or employee of the Trust in relation to the purpose and powers of the Trust, including, but not limited to, underwriting matters, plan administration, cost containment and managed care. Each Participating Governmental Unit further agrees that it will communicate benefit information to Subscribers in a timely manner upon the request of the Administrator or its agent.
- (e) Each Participating Governmental Unit agrees to designate a Contact Person to be responsible for all contacts with the Trust. The Trustees and the Administrator shall not be required to contact any other individual except the Contact Person in dealing with a Participating Governmental Unit. Any notice to or any agreements with a Contact Person shall be binding upon the Participating Governmental Unit. Each Participating Governmental Unit reserves the right to change its Contact Person from time to time by giving written notice to the Trustees and the Administrator.
- (f) Each Participating Governmental Unit shall furnish to the Trustees such underwriting information as may be required by the Trustees at least sixty (60) days prior to the end of each Plan Year.
- (g) Each Participating Governmental Unit hereby acknowledges and agrees that this Agreement may be amended, altered or modified pursuant to Article IX hereof. Each Participating Governmental Unit agrees to be bound by the decision of the Trustees with respect to any coverages, limitations or exclusions contained in the Plan Document, as such may be amended from time to time by the Trustees.
- (h) Each Participating Governmental Unit hereby acknowledges and agrees that, in the event that payment of its claims is suspended by the Trust or in the event that its participation in the Trust is canceled or terminated for any reason, it will provide

written notice of such suspension or termination to the members of its Insurance Advisory Committee as soon as practicable.

3.05 Cancellation and Termination of Participation

Membership of a Participating Governmental Unit shall continue until it ceases under one of the following provisions:

(a) Cancellation.

The Board of Trustees may vote to suspend payment of the claims of any Participating Governmental Unit which has not paid its Contribution (or any component thereof) within seven (7) days of the due date for payment of said contribution. Moreover any Participating Governmental Unit that has not paid its contribution within seven (7) days of the due date for payment of said contribution shall, from that date until payment is actually received by the Trust, be charged interest at the rate of eighteen percent (18%) per annum. The membership of any Participating Governmental Unit shall be automatically canceled, without prior notice or the necessity of any action by the Trustees, for non-payment of Contributions or any component thereof. Automatic cancellation shall occur on the date 30 days following the date on which any Contribution is due and payable. The Board of Trustees may, however, in lieu of cancellation, take such other action as it deems appropriate to correct a payment delinquency. The membership of a Participating Governmental Unit will also be canceled if it allows its membership in the Massachusetts Municipal Association to lapse (or, in the case of a regional school district, a county, or other "governmental unit", if all of the member municipalities allow their membership to lapse). In such case cancellation shall be effective on the first day of the month after the date on which the Participating Governmental Unit's membership in the Massachusetts Municipal Association expires (or, in the case of a regional school district, a county, or other "governmental unit", on the first day of the month after the date on which the MMA membership of the last member city or town expires).

(b) Termination by Participating Governmental Unit.

- (i) Except as provided in subparagraph (ii) below, a Participating Governmental Unit may terminate its membership in the Trust as of the end of any Plan Year by giving written notice to the Trustees at least sixty (60) days prior to the expiration of the Plan Year.
- (ii) A Participating Governmental Unit may not terminate membership in the Trust as of a date earlier than the date two years following the Effective Date. Execution of this Agreement by the Participating Governmental Unit obligates the Participating Governmental Unit to pay Contributions for two consecutive years commencing with the Effective Date.

(c) Liability of Trust for Coverage after Termination or Cancellation.

- (i) The Trust shall have no liability for Coverage after the date of Cancellation or Termination, except as provided in the Plan Document.
- (ii) No amounts held by the Trust shall be returned to a Participating Governmental Unit following Termination or Cancellation unless approved by the Trustees.

(d) Liability of Participating Governmental Units after Termination or Cancellation.

- (i) After Termination or Cancellation, the Participating Governmental Unit shall remain liable for all Contributions due and payable by the Participating Governmental Unit for the Plan Year in which the Termination or Cancellation occurs. Moreover, if the Termination or Cancellation occurs within the two-year period immediately following the Effective Date, the Participating Governmental Unit shall be liable for all Contributions for which it would have been responsible for those two (2) Plan Years if the Termination or Cancellation had not occurred.
- (ii) After Termination or Cancellation, the Participating Governmental Unit shall remain liable for any Assessment made by the Trustees pursuant to Section 7.03 hereof for any Plan Year during which the Participating Governmental Unit participated in the Trust. Moreover, if the Termination or Cancellation occurs within the first two (2) Plan Years of a Participating Governmental Unit's participation in the Trust, the Participating Governmental Unit shall be liable for any Assessment made by the Trustees which is attributable to those two (2) Plan Years.

3.06 Subscribers

Coverage shall be provided to each individual:

- (i) who is eligible pursuant to M. G. L. c. 32B to participate in a Participating Governmental Unit's insurance program, and
- (ii) who is designated as a Subscriber by the Participating Governmental Unit.

Coverage shall be provided to the qualified Dependents of those Subscribers who subscribe for "family" coverage. The eligibility of dependents shall be determined by the Participating Governmental Units in accordance with the standards set forth in M. G. L. c. 32B, §2(b) and the Plan Document.

ARTICLE IV
ACCEPTANCE OF TRUST

4.01 Acceptance

The Trustees hereby accept the trusts imposed upon them by this Agreement and agree to perform said trusts in accordance with the terms and conditions of this Agreement. The Trustees shall hold legal title to all property of the Trust and shall have absolute and exclusive power and control over the management and conduct of the business of the Trust.

4.02 Future Trustees

Whenever any change shall occur in the membership of the Board of Trustees, the legal title to property hereby created by this Trust shall automatically pass to those duly appointed Trustees. Each future Trustee appointed in accordance with this Agreement shall accept the office of Trustee and the terms and conditions of this Agreement in writing.

4.03 Trustees' Duties and Obligations

The Trustees shall discharge their duties and obligations under this Agreement solely in the interests of the Participating Governmental Units, with the care, skill, prudence and diligence that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

In performing his or her duties, each Trustee shall be entitled to rely upon information, opinions, records or other reports prepared by, or under the supervision of (i) one or more employees or agents of the Trust whom the Trustee reasonably believes to be reliable and competent in the matters presented, or (ii) legal counsel, public accountants, actuaries, physicians or other persons as to matters which the Trustee reasonably believes to be within such person's professional or expert competence, or (iii) a duly constituted sub-committee of the Trustees upon which a particular Trustee does not serve, as to matters within that sub-committee's delegated authority, which sub-committee the Trustee reasonably believes to merit confidence. However, the Trustee shall not be considered to be acting in good faith if he or she has personal knowledge concerning the matter in question that would cause such reliance to be unwarranted.

The Trustees may adopt By Laws for the management and control of the Trust, so long as such By Laws are not inconsistent or in conflict with the terms and provisions of this Agreement. The By Laws may be amended by the Trustees from time to time in the manner specified in the By Laws.

4.04 Liability of Trustees

- (a) The Trustees shall not be liable for errors of judgment either in holding property originally conveyed to them or in acquiring and afterwards holding additional property, in the performance of their duties hereunder, nor for any act or omission to act, performed or omitted by them, in the execution of the trusts created hereunder.
- (b) Every act done, power exercised or obligation assumed by the Trustees, pursuant to the provisions of this Agreement, or in carrying out the trusts herein contained, shall be held to be done, exercised or assumed by them as Trustees and not as individuals, and any person or corporation contracting with the Trustees, shall look only to the Trust and available property of the Trust for payment under such contract, or for the payment of any debt, mortgage, judgment or decree or the payment of any money that may otherwise become due or payable on account of the trusts herein provided for, and any other obligation arising out of this Agreement in whole or in part, and neither the Trustees nor the Participating Governmental Units, present or future, shall be personally or individually liable therefor.
- (c) Notwithstanding the provisions of (a) and (b) above, a Trustee shall be liable in connection with the performance of his or her duties hereunder if he or she has not acted (i) in good faith and (ii) in a manner he or she reasonably believes to be in the best interests of the Trust.

4.05 Indemnification

- (a) The Trust shall indemnify: (i) each member of the Board of Trustees and the estate, executor, administrator, personal representatives, heirs, legatees and devisees of any such person; and (ii) every officer and employee of the Trust and the estate executor, administrator, personal representative, heirs, legatees or devisees of such person (collectively, the "indemnities") against all judgments, including interest, fines, amounts paid or agreed upon in settlement, reasonable costs and expenses including attorneys' fees and any other liabilities that may be incurred as a result of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other, prosecuted or threatened to be prosecuted, for or on account of any act performed or omitted or obligation entered into if done or omitted in good faith and within what he or she reasonably believed to be the scope of his or her employment of authority and for a purpose which he or she reasonably believed to be in the best

interest of the Trust. In addition, with respect to any criminal actions or proceedings, an indemnity shall be entitled to indemnification if the actor, in addition, had no reasonable cause to believe that the conduct was unlawful. If any such claim, action, suit or proceeding is compromised or settled, no indemnity shall have a right to indemnification unless the settlement is with the prior and express approval of the Board of Trustees or such other persons as may be authorized to make determinations with respect to indemnification pursuant to paragraph (d) of this Section.

- (b) Such indemnification shall not depend upon whether or not such person is a member of the Board of Trustees at the time that such claim, action, suit or proceeding is begun, prosecuted or threatened, nor on whether the liability to be indemnified was incurred or the act or omission occurred prior to the adoption of this Section.
- (c) The right of indemnification hereunder shall not be exclusive of other rights such person or Board may have as a matter of law or otherwise.
- (d) In each instance in which a question of indemnification hereunder arises, determination in the first instance of the right to indemnification hereunder, and of the time, manner and amount of payment thereof, shall be made by a majority vote of a quorum of the Board of Trustees; provided, however, that no member of the Board of Trustees seeking indemnification hereunder as a result of the same occurrence shall participate in the determination. In the event that a majority of the members of the Board of Trustees are seeking indemnification hereunder as a result of the same occurrence or the number of Board of Trustees members eligible to vote does not constitute a quorum, such determination in the first instance shall be made by independent legal counsel retained by the Trust for the purpose of making the determination. Nothing in this paragraph is intended to make an adverse determination finally binding upon the prospective indemnity or to preclude any prospective indemnity from requesting a reconsideration of an adverse determination based on additional evidence or from instituting legal proceedings to enforce a right of indemnification under this Section.
- (e) The indemnification provided for in this Section shall be deemed to be an expense of the Trust to which all of the Participating Governmental Units shall contribute.
- (f) The indemnification provided by this Section shall be secondary to any benefits to which the indemnity may be entitled to receive from any applicable insurance policy providing Directors and Officers, Errors and Omissions or other applicable insurance coverages which have been procured by the Trust or for which the Trust

paid the required premium. The indemnification provided by this Section shall be primary over any indemnification provided by a Trustee at his or her own expense.

(g)

- (i) Notwithstanding any other provision of this Section to the contrary, a prospective indemnity may seek, and the Trust may pay, advance indemnification prior to the rendering of a final determination of entitlement to indemnification pursuant to the provisions of paragraph (d) of this Section. Any award of such advance indemnification by the Trust shall be discretionary and subject to the provisions of this Section.
- (ii) In each instance where a question of advance indemnification hereunder arises, determination of the right to indemnification and of any conditions or restriction attached thereto shall be made by a majority vote of a quorum of the Board of Trustees; provided, however, that no member of the Board of Trustees seeking indemnification hereunder shall participate in the determination. In the event that a majority of the members of the Board of Trustees are seeking indemnification as a result of the same occurrence or the number of members of the Board of Trustees eligible to vote does not constitute a quorum, such determination shall be made by independent legal counsel retained by the Trust for the purpose of making the determination.
- (iii) Any determination of advance indemnification shall be discretionary and may provide for the time, manner and amounts advanced hereunder and shall include limitations on the rate of payment and the total amount to be advanced. The Trustees may, but shall not be required to, condition any such advances upon the granting of such security as they deem appropriate.
- (iv) Any advance authorized hereunder shall be conditioned upon an undertaking by the indemnity to repay such payments if he or she shall be adjudicated to be not entitled to indemnification; provided that the Trustees may accept such an undertaking without reference to the financial ability of the indemnity to make repayment.

ARTICLE V
OPERATION OF THE TRUSTEES

5.01 Office

The principal office of the Trust shall be located at the offices of the Massachusetts Interlocal Insurance Association, wherever those offices shall from time to time be located. At such principal office there shall be maintained the books, reports and records pertaining to the Trust and its administration.

5.02 Meetings

There shall be an annual meeting of the Trustees on a day and at a place designated by the Trustees. Written notice of the time and place of the annual meeting shall be given to each Trustee at least seven days in advance of the meeting. At the annual meeting, the Trustees shall transact such business as may come before them.

The Trustees shall hold such other meetings as are necessary to accomplish the purposes of the Trust. Such meetings shall be scheduled by the Chairman of the Board. Written notice of the time and place of such meetings shall be given to each Trustee at least seven days in advance of the meeting.

The Contact Person for each Participating Governmental Unit shall be notified of each meeting and shall have the right to attend and participate in, but not to vote at, such meetings.

5.03 Voting

An affirmative vote of two-thirds ($2/3$) of all Trustees shall be required to:

- (a) remove a Trustee pursuant to Section 2.04 of this Agreement; or
- (b) amend this Agreement pursuant to Section 9.01 of this Agreement.

All other matters may be decided by a majority vote of those Trustees in attendance at a meeting at which a quorum of the Board is present.

5.04 Quorum

A quorum of the Board of Trustees shall consist of greater than fifty percent (50%) of the Trustees.

ARTICLE VI
PURPOSE OF THE TRUST; POWERS OF TRUSTEES

6.01 Purpose of the Trust

The purpose of the Trust is to provide health care benefits to the Subscribers, who are the employees and retirees of the Participating Governmental Units, and their dependents.

6.02 Powers of Trustees

The Trustees shall have the power to control and manage the trust and its General 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 General Fund or to carry out the purposes of this Agreement. Any determination made by the Trustees in the exercise of these powers shall be binding upon all Participating Governmental Units. 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:

- (a) To enter into an administrative services or other contract with one or more insurance companies, nonprofit hospital, medical or dental service corporations organized under chapter one hundred and seventy-six A, chapter one hundred and seventy-six B, or chapter one hundred and seventy-six E of the Massachusetts General Laws, or with one or more health care organizations or health maintenance organizations, or with one or more third-party administrators or other entities to organize, arrange, or provide for the delivery or payment of health care coverage or services (including dental services), whereby the funds for the payment of claims of eligible persons, including appropriate service charges of the insurance carrier, third party administrator or other intermediary, shall be furnished by the Trustees from the General Fund for the payment by such intermediary to the health care vendors or persons entitled to such payments in accordance with the terms and provisions of said contract.
- (b) To purchase contracts of insurance or reinsurance through such broker or brokers as the Trustees may choose and to pay premiums on such policies.
- (c) To receive, hold, manage, invest and reinvest all monies which at any time form part of the trust, whether principal or income.

- (d) To borrow or raise money for the purposes of the Trust, in such amount, and upon such terms and conditions as the Trustees shall deem advisable, subject to applicable law and statutes; and for any sum so borrowed to issue the promissory note of the Trust, and to secure the repayment thereof by creating a security interest in all or any part of the Trust or the General Fund; and no person lending such money shall be obligated to see that the money lent is applied to Trust purposes or to inquire into the validity, expedience or propriety of any such borrowing.
- (e) To hold cash, uninvested, for such length of time as the Trustees may determine without liability for interest thereon.
- (f) 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 the By Laws or the written minutes of the Trustees' meetings.
- (g) To hire employees or 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.
- (h) 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 the By Laws or by law.
- (i) To construe and interpret this Agreement, the Plan Document and other documents related to the purposes or the Trust.
- (j) To receive from Participating Governmental Units and other relevant sources, such information as shall be necessary for the proper administration of the Trust.
- (k) To maintain bank accounts for the administration of the Trust and the General Fund and to authorize certain Trustees, the Administrator, or other appropriate persons to make payments from any appropriate account for purposes of the Trust.
- (l) To receive and review reports of the financial condition and of the receipts and disbursements of the Trust and the General Fund.
- (m) 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 Agreement.

- (n) 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.
- (o) To enter into any and all contracts and agreements for carrying out the terms of this 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, and such contracts and agreements and acts shall be binding and conclusive on the Participating Governmental Units and the Subscribers. Except as otherwise directed by the Trustees, all such contracts and agreements, or other legal documents herein authorized, shall be executed by the Secretary.
- (p) To receive Contributions or payments from any source whatsoever but such Contributions or payments may not be utilized for any purpose unrelated to the coverages herein provided or properly authorized expenses.
- (q) To pay or contest any benefit sought by a Subscriber or Participating Governmental Unit by negotiation, compromise, arbitration, or otherwise.
- (r) To pay taxes, assessments, and other expenses incurred in the collection, care, administration, and protection of the Trust.
- (s) To establish the type and scope of Coverage available to Participating Governmental Units and the Contribution rates for such Coverage.
- (t) 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.

6.03 Bonds

The Trustees may require that a fidelity bond be furnished as to all persons handling money for or on behalf of the Trustees and the Trust, including but not limited to individual Trustees, and the Administrator. The premium and other costs associated with such bonds shall be a proper administrative expense of the Trust.

ARTICLE VII
ESTABLISHMENT AND OPERATION OF THE GENERAL FUND

7.01 Appointment of Treasurer

The Trustees shall appoint a Treasurer to hold all Contributions and other funds of the Trust as provided in this Article VII and in Article VIII hereof.

7.02 Establishment of General Fund

The Trustees shall direct the Treasurer to establish a General Fund, which shall be an interest bearing account in the name of the Trustees and which shall consist of all income of the Trust.

The Treasurer, with the authorization of the Trustees, shall establish one or more checking accounts, which may be interest or non-interest-bearing accounts. Such checking account or checking accounts shall be funded solely from the General Fund and the Trustees may authorize the Administrator to draw on such checking accounts for the payment of health benefits to Subscribers and Qualified Dependents and for administrative expenses of the Trust.

All benefit payments to or on behalf of Subscribers pursuant to and in accordance with the Plan Document and all administrative expenses of the Trust, including, but not limited to, service fees, fees of the Administrator, self-insurance bond costs, insurance premium costs, attorneys' fees, accountants' fees, taxes, compensation and expense reimbursements, as determined by the Trustees, shall be paid by the Administrator from the General Fund, as authorized and directed by the Trustees.

7.03 Reconciliation and Assessments

The Board shall determine, based upon the advice of the Administrator, within six (6) months of the last day of the Plan Year, a reconciliation of the General Fund balance for that Plan Year. In establishing the reconciled balance, the Board shall include a factor to represent the cost of the run-out of claims which were incurred as of the last day of the Plan Year but which have not been paid as of the reconciliation date.

In the event that the reconciliation shows a General Fund surplus, the Trustees will be responsible for determining its disposition.

In the event that the reconciliation shows a General Fund deficit, or in the event that the Trustees at any other time conclude that the General Fund is in a deficit situation, the Trustees may, in their sole discretion, assess the Participating Governmental Units (including Governmental Units that have terminated their participation in the Trust or have

been canceled) in amounts sufficient to resolve that deficit. The proportionate share of each Governmental Unit in any such assessment shall be based on each unit's average monthly enrollment during the period in which the deficit was incurred.

7.04 Administrator

The Massachusetts Interlocal Insurance Association, Inc. ("MIIA") shall serve as Administrator of the Trust pursuant to the terms of a separate Administrative Services Agreement. The Administrative Services Agreement shall provide for MIIA to be compensated for its duties as Administrator.

7.05 Annual Audit

The Trustees shall have an audit of the General Fund performed by a Certified Public Accounting firm within six (6) months of the last day of each Plan Year.

ARTICLE VIII
CONTRIBUTIONS

8.01 Setting of Contribution Rates

The Trustees shall determine the monthly rates for Contributions to be paid by or on behalf of the Subscribers of each Participating Governmental Unit. Those rates shall be set such that the aggregate of Contributions to the General Fund may be expected to satisfy the funding requirements of the Trust. In establishing the funding requirements of the Trust and setting the monthly rates for Contributions for the Subscribers of the Participating Governmental Units, the Trustees shall utilize the services of whatever actuaries and/or other consultants they deem appropriate.

8.02 Cost-Plus Participants

Notwithstanding the provisions of Section 8.01 or of any other provision of this Agreement, the Trustees may in their discretion allow a Participating Governmental Unit to participate in the Trust on an entirely self-funded basis. In such case the Participating Governmental Unit shall be individually responsible for the payment of all claims of its Subscribers as well as for the costs of all administrative services provided by the Trust. The Trustees, with the assistance of such actuaries or other consultants as they deem appropriate, shall devise monthly Contribution rates for such Unit which are calculated to satisfy the projected claims expense and administrative expenses of the Participating Governmental Unit. A Participating Governmental Unit that participates in the Trust on an

entirely self-funded basis will be individually responsible for all claims expenses and other expenses attributable to its participation. It will be responsible for contracting with a reinsurer for reinsurance in amounts that the Trustees deem adequate to insure the viability of said Participating Governmental Unit's account. Upon approval of its Application for participation by the Trustees it shall be required to submit to the Trust a Working Fund Deposit which equals the Board's estimate of one month of the Participating Governmental Unit's claims expense plus administrative expenses. At the time of the General Fund reconciliation described at Section 7.03, the Trustees shall perform a separate reconciliation of the account of any Participating Governmental Unit that participates on an entirely self-funded basis and the expenses of such Participating Governmental Unit shall not be included in the reconciliation of the General Fund. Such Participating Governmental Unit shall not share in a General Fund surplus nor shall it be assessed for a General Fund deficit. Any such Participating Governmental Unit shall, however, be subject to assessment at any time if the Trustees determine in their discretion that an assessment is necessary for the viability of such Participating Governmental Unit's account. Upon termination of its participation in the Trust or upon termination of the Trust, a Participating Governmental Unit that participates on a self-funded basis shall be individually responsible for the payment of all run-out claims attributable to its Subscribers as well as for such administrative expenses associated with the payment of those claims as are determined by the Trustees. In the event that, after payment of all such run-out claims and administrative expenses, a surplus remains attributable to such Participating Governmental Unit's account, the Trustees shall refund such surplus to the Participating Governmental Unit.

8.03 Deposit of Contributions

The Treasurer shall deposit all Contributions in the General Fund.

ARTICLE IX AMENDMENTS

9.01 Amendment of Agreement

The terms and provisions of this Agreement may be amended at any time by a two-thirds ($\frac{2}{3}$) vote of all of the Trustees. All of the Participating Governmental Units shall be notified of a proposed amendment within five (5) days of the Trustees' vote. Said amendment or amendments shall become effective twenty-five (25) days after the Trustees' vote unless at least one-third ($\frac{1}{3}$) of the Participating Governmental Units notify the Administrator in writing that they object to said amendment or amendments within such period.

ARTICLE X
TERMINATION

10.01 Term of the Trust

The Trust shall continue unless and until terminated pursuant to law or by an instrument in writing signed by two-thirds ($2/3$) of the Participating Governmental Units or by two-thirds ($2/3$) of the Trustees.

10.02 Termination of the Trust

In the event of termination of the Trust, the Participating Governmental Units covenant and agree to make any provision for payment of claims against the Trust as may be required by the Trustees, including the deposit with the Trustees of funds, surety bonds, or such other guarantees of payment as deemed required and sufficient by the Trustees. Upon termination, the Trustees shall continue to serve as Trustees to wind up the affairs of the Trust, including providing for all outstanding obligations, and each Participating Governmental Unit shall be entitled to receive distribution of its pro rata share of any remaining funds, the calculation of such distribution to be determined by the Trustees.

ARTICLE XI
MISCELLANEOUS

11.01 Title to the Trust

Title to the Trust shall be vested in and remain exclusively in the Trustees to carry out the purposes hereunder and no Participating Governmental Unit or any official, employee, or agent of any Participating Governmental Unit nor any individual shall have any right, title, or interest in the Trust nor any right to Contribution payments made or to be made thereto, nor any claim against any Participating Governmental Unit on account thereof, except to the extent of the right of Participating Governmental Units to receive their pro rata share of any excess funds as provided hereunder.

No Participating Governmental Unit may assign any right, claim or interest it may have under this Agreement.

11.02 Execution of Documents

The Trustees may authorize any Trustee of the Administrator to execute any notice, certificate or other written instrument relating to the Trust (except an instrument of amendment or termination) and all persons, partnerships, corporations, or associations may

rely upon such notice or instrument so executed as having been duly authorized and as binding on the Trust and the Trustees.

11.03 Notice

All notices, requests, demands, and other communications related to this Agreement, unless otherwise so provided herein, shall be in writing and shall be deemed to be duly given when sent by first-class mail, postage prepaid, or when personally delivered by hand, or when transmitted by facsimile, cable, telex, or telegraph, at such addresses as have been last provided to the Trust. The initial address for such notices, requests, demands, or other communications to the Trustees and each Participating Governmental Unit shall be provided to the Administrator.

The parties hereto shall notify the Administrator as to any change in address.

11.04 Construction

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

11.05 Counterparts

This Agreement may be executed in any number of counterparts (each of which shall be deemed an original), by the Trustees and by the governing authority of each Participating Governmental Unit, by a counterpart signature page in the form attached hereto, which, together with this Agreement and all other duly executed signature pages, shall constitute the complete agreement among all the parties hereto.

11.06 General Representations of Participating Governmental Units

(a) Each Participating Governmental Unit represents that: (i) it is a body corporate and politic; (ii) it has duly accepted the provisions of M. G. L. c. 32B in accordance with Section 10 thereof; (iii) it has the power to enter into this Agreement and any other documents in connection herewith and the transactions contemplated hereunder and thereunder; (iv) the party executing the additional signature page to this Agreement on behalf of it has full power and authority to execute the same and any documents executed in connection herewith; and (v) this Agreement has been duly and validly executed and is a valid and binding agreement on the Participating Governmental Unit, enforceable in accordance with its terms.

11.07 Severability of Invalid Provisions

If any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, then such provision

or provisions shall be deemed severable from the remaining provisions contained in this Agreement and such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and the remaining parts of this Agreement shall be construed so as to give practical realization to the purposes intended to be achieved by the parties as if such invalid or illegal or unenforceable provision had never been contained herein.

11.08 Effectiveness

This Agreement shall be effective from and after July 1, 1992.

IN WITNESS WHEREOF, the Trustees have executed this MIA Health Benefits Trust Agreement.

WITNESS:

William A. Kennedy Jr. John C. Blutz
Chairman

Stephen Kulek Suzanne L. Noble

Wayne Polyzou Rebecca A. Stapp



MIIA Health Benefits Trust Agreement

Additional Signature Page

Participating Governmental Unit: Town of Ayer

The above-referenced Participating Governmental Unit hereby accepts and agrees to be bound by the terms of the MIIA HEALTH BENEFITS TRUST AGREEMENT, dated July 1, 2024.

By: _____ Chairman

By: _____ Member

By: _____ Member

By: _____ Member

By: _____ Member

By: _____ Member

Date: _____

Approved as to availability of funds:

Approved as to form:

Treasurer

Counsel

APPENDIX A
Participating Governmental Units

<u>Name</u>		<u>Name</u>	
City of Amesbury		Farmington River Regional Schools	
The Amherst/Pelham Trust		Town of Florida	
Town of Avon		Town of Foxborough	
Ayer Shirley Regional School District		Town of Freetown	
Town of Barre		Freetown Lakeville Regional Schools	
Town of Becket		Town of Georgetown	
Town of Berkley		Town of Granville	
Berkshire Regional Planning Commission		Greater Lawrence Sanitary District	
Town of Berlin		Town of Hamilton	
Berlin Boylston Regional School District		Hampden County Retirement Board	
Town of Blackstone		Town of Hardwick	
Blackstone Millville Regional School District		Haverhill Retirement Board	
Town of Boxford		Town of Hinsdale	
Town of Boylston		Town of Hopedale	
Town of <Member name>		Town of Huntington	
Bristol County		Town of Ipswich	
Town of Brookfield		Town of Lee	
Byfield Water District		Leicester Water Supply District	
Town of Chelmsford		Town of Lincoln	
Town of Clarksburg		Town of Littleton	
Town of Cohasset		Town of Ludlow	
Town of Dalton		Town of Lunenburg	
Dalton Fire District		Lunenburg Water District	
Town of Dartmouth		Lynnfield Center Water District	
Dighton Rehoboth Regional School District		Lynnfield Water District	
Town of Dracut		Manchester by the Sea	
Dracut Water Supply District		Town of Mansfield	
Town of Dunstable		Masconomet Regional School District	
Town of East Brookfield		Town of Maynard	
Town of Egremont		Town of Medfield	

Town of Essex		Town of Mendon	
Town of Merrimac		Town of Sandwich	
Middlesex County Sheriff's Office		Town of Saugus	
Town of Middleton		Town of Scituate	
Town of Millbury		Seekonk Water District	
Town of Millville		Town of Sherborn	
Town of Monson		Town of Shirley	
Town of Monterey		Shirley Water District	
Town of Montgomery		Town of Southbridge	
Town of Nahant		Southwick Tolland Granville Regional School District	
Nashoba Regional School District		Southeastern MA Dispatch District	
Town of Newbury		Town of Spencer	
City of Newburyport		Town of Sterling	
Town of Norfolk		Town of Sturbridge	
City of North Adams		Sudbury Water District	
Town of North Attleborough		Suffolk County Sheriff's Department	
Northern Middlesex Council of Governments		Town of Sunderland	
Town of Norwell		Town of Swansea	
Oxford Rochdale Sewer District		Swansea Water District	
Palmer Fire & Water District		City of Taunton	
Pathfinder Vocational Technical School		Town of Templeton	
City of Peabody		The Education Cooperative	
Town of Petersham		Three Rivers Fire District	
Pilgrim Area Collaborative		Town of Tolland	
City of Pittsfield		Town of Topsfield	
Town of Princeton		Town of Townsend	
Quaboag Regional School District		Triton Regional School District	
Ralph C. Mahar Regional School District		Town of Upton	
Raynham Center Water District		Town of Wales	
Town of Reading		Town of Walpole	
Town of Richmond		Town of Warren	
Town of Rockport		Water Supply District of Acton	
Town of Rowley		Town of West Brookfield	
Town of Royalston		Town of West Newbury	
Town of Rutland		Town of Winchendon	

Salem Beverly Water Board			City of Woburn	
			Town of Worthington	

APPENDIX B

Trustees as of July 1, 1992

Geoffrey Beckwith, Secretary
 William A. Kennedy, Jr.
 Stephen Kulik
 Wayne Marquis, Chairman
 Suzanne E. Noble
 Reginald Stapczynski

Trustees as of July 1, 2020

Paul Cohen, Chairman	Town Manager for Town of Chelmsford
Geoffrey Beckwith, Secretary	President of the MA Municipal Association
Greg Federspiel	Town Administrator for Manchester by the Sea
William Keegan	Town Manager for Town of Foxborough
Diane Kennedy	Selectman for Town of Cohasset
Kevin Dumas	Town Manager for Town of Mansfield

APPENDIX C

Form of Resolution

Town of Ayer

RESOLUTION NO. _____

BY: THE GOVERNING BODY OF THE TOWN OF AYER

A RESOLUTION

ENTITLED

A RESOLUTION authorizing and empowering the Town of Ayer. to participate in the MIIA Health Benefits Trust; approving, and authorizing and directing the execution and delivery of, the MIIA Health Benefits Trust Agreement dated as of January 1, 2020 by and among the Trust and those governmental units participating in the Trust; authorizing and directing all officials, employees and agents of the Town of Ayer to take any and all action necessary or appropriate to effect the participation of the Town of Ayer in the Trust; making certain findings in connection with the participation of the Town of Ayer in the Trust; and generally relating to the participation of the Town of Ayer in the MIIA Health Benefits Trust.

RECITALS

1. Political subdivisions of the Commonwealth of Massachusetts (collectively, "Governmental Units"), including the Town of Ayer, are authorized by M.G.L. c. 32B (the "Statute"), to pool together for the purpose of purchasing health insurance or self-insuring health risks.

2. Pursuant to the authority granted in the Statute, certain Governmental Units, including the Town of Ayer, have determined that it is necessary and desirable to pool together for the purpose of providing health benefits to their employees retirees and their dependents, all for the public purpose of controlling the cost of providing health benefits to employees, retirees and their dependents.

3. The Town of Ayer has determined that it is in their best interest to participate in the MIIA Health Benefits Trust (the "Trust") and to adopt this resolution.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE TOWN OF AYER.

SECTION 1. The participation of the Town of Ayer in the MIIA Health Benefits Trust is hereby approved.

SECTION 2. The Trust Agreement, in substantially the form attached hereto as Exhibit A, is hereby approved and Town of Ayer is hereby authorized and directed to execute and deliver to the Trust the Trust Agreement in substantially the form attached hereto as Exhibit A with such changes as Town of Ayer may approve, such approval to be evidenced conclusively by the execution and delivery of the Trust Agreement.

SECTION 3. All officials, employees and agents of the Town of Ayer are hereby authorized and directed to take any and all action necessary or appropriate to affect the participation of the Town of Ayer in the Trust and to execute and deliver all documents, instruments, certificates, and opinions necessary or appropriate in connection therewith.

SECTION 4. The Recitals to this resolution are hereby declared to be, and shall at all times and for all purposes be deemed to be, the findings of the Town of Ayer in connection with its decision to participate in the Trust, to make premium payments, provided for in the Trust Agreement, and execute and deliver the Trust Agreement.

SECTION 5. This resolution shall become effective immediately upon its adoption.

TOWN OF AYER

[SEAL]

[Chairman]

Member

Member

Member

Member

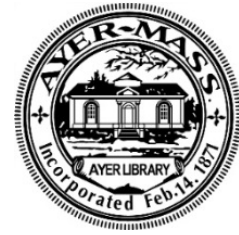
Member

ATTEST

Administrator/Secretary/Clerk

Date of Adoption: _____

REFERENCE TO APPENDIX C IS IN SECTION 3.02



**Town of Ayer
Ayer Select Board
Ayer Town Hall – 1st Floor Meeting Room
Ayer, MA 01432**

Broadcast and Recorded by APAC

November 7, 2023
Open Session Meeting Minutes

SB Present: Scott A. Houde, Chair; Jannice L. Livingston, Vice-Chair; Shaun C. Copeland, Clerk

Also Present: Robert A. Pontbriand, Town Manager
Carly M. Antonellis, Assistant Town Manager

Call to Order: S. Houde called the meeting to order at 6:00 PM. S. Houde further stated that this meeting/hearing of the Ayer Select Board (SB) will be held in-person at the location provided on this notice. Members of the public are welcome to attend this in-person meeting. Please note that while an option for remote attendance and/or participation via Zoom is being provided as a courtesy to the public, the meeting/hearing will not be suspended or terminated if technological problems interrupt the virtual broadcast, unless otherwise required by law. Members of the public with particular interest in a specific item on this agenda should make plans for in-person vs. virtual attendance accordingly. This meeting will be live on Zoom and Channel 8. The public may access the proceedings by joining Zoom (Meeting ID# 897 9080 0793) or by calling (929-205-6099).

Pledge of Allegiance: Select Board members and meeting attendees stood and recited the Pledge of Allegiance.

Approval of Meeting Agenda:

Motion: A motion was made by J. Livingston and seconded by S. Copeland to approve the meeting agenda. **Motion passed 3-0.**

Announcements: S. Houde announced that the American Legion Post #139 will host a Veterans Day Ceremony at the Town Hall at 11:00 AM on Saturday November 11, 2023 at 11:00 AM and that the winter parking ban will be in effect from November 15 through April 15. This parking ban prohibits parking any motor vehicle on any street or sidewalk in the town of Ayer between the hours of 12:00 AM and 6:00 AM.

Public Input: Pauline Conley, 40 Cambridge Street, thanked the DPW Superintendent for reconfiguring the light at Adams and Central Street. She has requested in the past that the Town put up a flashing crosswalk sign at that intersection. She is also suggesting that the pedestrian crossing signs be double sided, as they are now single sided and is asking that a solar light be installed on the telephone pole to better illuminate the area.

Public Hearing – Change/Alteration of Premise pursuant to G.L. c. 138, sec. 12 – All Alcoholic Beverages Restaurant – Mark A. Diccico Enterprises d/b/a Lucia’s Tavola Ristorante, 31 Main St.

Ayer, MA: S. Copeland opened the Public Hearing at 6:05 PM by reading the Public Hearing Notice. Mark A. Diccico joined the Select Board regarding his application for an alteration/change of premises at Lucia’s Tavola. C. Antonellis stated that Lucia’s is looking to expand their current footprint into neighboring 35 Main Street and make permanent their COVID outdoor seating section on the back patio. All departments have reviewed the request. C. Antonellis informed Mr. Diccico to contact the Nashoba

Boards of Health to expand his restaurant square footage with his food permit. There were no questions from the Board.

Motion: A motion was made by J. Livingston and seconded by S. Houde to approve the Change/Alteration of Premise pursuant to G.L. c. 138, sec. 12 – All Alcoholic Beverages Restaurant – Mark A. Diccico Enterprises d/b/a Lucia’s Tavola Ristorante, 31 Main St. Ayer, MA to expand restaurant footprint to 35 Main Street and make the outdoor seating space permanent. **Motion passed 3-0.**

Motion: A motion was made by J. Livingston and seconded by S. Copeland to close the public hearing at 6:09 PM. **Motion passed 3-0.**

Dan Van Schalkwyk, Director, Department of Public Works - Agreement for Kiddie Junction

Playground Improvement Project: D. Van Schalkwyk presented the contract for execution for the Kiddie Junction Playground Improvement Project, which was awarded by the Board at its last meeting. The Contractor, Cella Construction Co., LLC, has provided all necessary bonds, insurance, and other paperwork required for a full contract. S. Houde asked when the project would begin? D. Van Schalkwyk stated in the spring of 2024.

Motion: A motion was made by S. Copeland and seconded by J. Livingston to execute the contract with Cella Construction Co., LLC, for the Kiddie Junction Playground Improvement Project in the amount of \$454,575.00 with signature by the Chair. **Motion passed 3-0.**

Agreement for Wastewater Treatment Plant Boiler Replacement Project – D. Van Schalkwyk presented a contract for the Wastewater Treatment Plant (WWTP) Boiler Replacement Project. This project will replace the original boilers from the 1980s. The DPW opened two (2) bids for the project, in the amounts of \$105,450 and \$115,000. The low bidder, Aalanco Services Corporation, is qualified to perform the work and has provided all bonds, insurance, and other paperwork. There were no questions.

Motion: A motion was made by J. Livingston and seconded by S. Copeland to execute the contract with Aalanco Services Corporation for the Wastewater Treatment Plant Boiler Replacement Project in the amount of \$105,450 for signature by the Chair. **Motion passed 3-0.**

Recommendation to Adopt Revised Regulations for Woodlawn Cemetery – D. Van Schalkwyk stated that the Ayer Cemetery Commission has been developing revisions to the Woodlawn Cemetery Regulations since 2022. At the Commission's October 16, 2023, meeting, they voted to recommend the Select Board adopt the revised regulations which are included in the packet. He noted that the regulations were reviewed by Town Counsel. He stated that the revised regulations contain monument and decoration requirements. He noted that Commission Member Betsy Diskin was in attendance and that the cemetery has been looking at green burials, similar to the Town of Westford.

Motion: A motion was made by J. Livingston and seconded by S. Copeland to adopt the Town of Ayer Woodlawn Cemetery Regulations as included in the packet and recommended by the Ayer Cemetery Commission, effective immediately. **Motion passed 3-0.**

Proposed Safety Zone – Washington Street – D. Van Schalkwyk was joined by Police Chief Brian Gill and Town Engineer Matt Herson. They have been working on the implementation of a “Safety Zone” to be established by the Select Board on Washington Street near Nashoba Valley Medical Center and Apple Valley Nursing and Rehab Center pursuant to G.L. c.90 sec. 18B. The speed limit is 20 mph and needs to be adjacent to a land use that is likely to attract vulnerable users, such as medical facilities. M. Herson presented a slide of where the new signage will be installed. Chief Gill stated that MassDOT is making a significant push to protect vulnerable road users. He noted that the Town has another established safety

zone on Sandy Pond Road near the beach, but the signs were not installed. Those signs will be installed as part of an upcoming project. S. Houde asked about the timing of the sign installation. D. Van Schalkwyk stated that the signs could be ordered soon out of the current DPW budget.

Motion: A motion was made by S. Copeland and seconded by J. Livingston to approve the establishment of a Safety Zone on Washington Street adjacent to the Nashoba Valley Medical Center and the Apple Valley Nursing and Rehabilitation Center. **Motion passed 3-0.**

Chuck Shultz, Facilities Director - Update on Great Hall Sound Improvement Project: Chuck Shultz, Facilities Director was joined by Mr. Robert Rosati of Rosati Acoustics to provide a presentation and update to the Select Board on the proposed Great Hall Sound Improvement Project. Chuck Shultz stated that Mr. Rosati performed a series of acoustical and sound analysis tests in the Great Hall to develop a proposed recommendation to resolve the sound issues in the Great Hall. R. Rosati advised that there is an abundance of sound reflections and vibrations and that absorption materials need to be added to the room which would include special sound dampening drapes and theatrical curtains, which are also fire retardant and would be motorized. He would recommend specific sound equipment as well as insulation panels on the ceiling. He also recommended a projection system behind the drapes; as well as speakers bolted to the stage, as they would be too heavy to suspend from the ceiling. There would be microphones installed and everything would be programmable. He advised that the total estimated cost for the entire project would be \$664,000.

R. Pontbriand asked for clarification on the cost amount and asked if the project could be scaled back in terms of costs. C. Shultz stated, yes. This is just to total estimated cost if we did everything as recommended by the professional consultant.

S. Houde stated that perhaps this project could also be phased in to spread out costs. He would like to have the Capital Planning Committee review and discuss the project. C. Shultz agreed and said that he would get all the specifications and information from Mr. Rosati over the next couple of weeks.

J. Livingston stated that we should also approach this project in terms of uses for the Great Hall. What do we want to use the space for and design the system around that.

Town Manager's Report - Administrative Update/Review of Warrants: R. Pontbriand provided a brief Administrative Update to the Select Board on the various activities, initiatives, and projects of the Town since the Select Board last met and referenced the Town Warrants that are in the Select Board's packet that he has approved. He stated that the Town has started the Capital Planning Process, and that the Committee will have its first meeting this Thursday. The Town had a successful dedication of the fountain at Depot Square on October 20, 2023. The Insurance Advisory Committee continues to work on the transition from Minuteman Nashoba Health Group to MIAA for the Town's health insurance plan effective July 1, 2024. The Library Boiler has been successfully replaced ahead of schedule. He thanked the Assistant Town Manager for all her work in getting the annual license renewals out.

Appointments – R. Pontbriand is recommending that Mr. Bob Williams be appointed to the Ayer Affordable Housing Trust for a term to expire on June 30, 2025.

Motion: A motion was made by S. Copeland and seconded by J. Livingston to appoint Mr. Bob Williams to the Affordable Housing Trust with a term to expire June 30, 2025. **Motion passed 3-0.**

FY 2025 Budget Process Update – R. Pontbriand referenced the FY '25 Budget Calendar in the Board Packet as approved. The FY '25 Budget Directive will go out on December 1, 2023, to all Departments that will then have until December 29, 2023, to return all budget submissions. All the Capital Plans have been submitted and are posted to the Capital Planning Committee webpage. The public can request

hard copies of any materials from the Town Manager's Office. The FY '25 Budget Process Update will be a standing item moving forward.

New Business/Select Board Member Questions: None

Approval of Meeting Minutes:

Motion: A motion was made by J. Livingston and seconded by S. Copeland to approve the meeting minutes from October 17, 2023. **Motion passed 3-0.**

Executive Session:

Motion: At 7:03 PM a motion was made by J. Livingston and seconded by S. Copeland to enter into Executive Session Pursuant to MGL Chapter 30A, Section 21A Exemption #2 [Non-Union Personnel] *Building Commissioner Contract Amendment* and Exemption #6 (Consideration of Acquisition of Real Property) *71 Sandy Pond Road* and to adjourn at the conclusion of the Executive Session. He also stated that to discuss these items in Open Session would be detrimental to the Town's negotiating strategy. **By Roll Call Vote:** S. Houde, aye; J. Livingston, aye; S. Copeland, aye. **Motion passed by Roll Call Vote 3-0.**

Minutes Recorded and Submitted by Carly M. Antonellis, Assistant Town Manager

Date Minutes Approved by SB: _____

Signature Indicating Approval: _____

DRAFT