

TAUNTON MUNICIPAL LIGHTING PLANT

MINUTES OF MEETING

TIME: Monday, August 12, 2024 4:00 PM – 5:20 PM

PLACE: Office of the Commission

PRESENT: Chairman Strojny, Commissioner Corr, Commissioner DeMelo, Manager Holmes, Mr. Christopher Pollart (KP Law), Ms. Ready, Mr. Frank, Mr. Melanson, Ms. Britland, Mr. Parrotta, Ms. Graca, Mr. Sullivan, Mr. Medeiros, Mr. Henriques

Chairman Strojny called the meeting to order.

Chairman Strojny called for a roll call.

Present

Commissioner DeMelo
Commissioner Corr
Chairman Strojny

Absent

MINUTES OF JULY 23, 2024

Motion by Commissioner DeMelo, seconded by Commissioner Corr to approve. Unanimous.

24-098

REGULAR WARRANT OF JULY 25, 2024

REGULAR WARRANT OF AUGUST 1, 2024

REGULAR WARRANT OF AUGUST 8, 2024

Motion by Commissioner Corr, seconded by Commissioner DeMelo to approve. Unanimous.

24-099

AUTHORIZATION TO ADVERTISE FOR SEALED BIDS AND/OR PROPOSALS

Interoffice Communication from Mark Medeiros and Peter Botelho dated August 7, 2024: Subject: IFB 24-18 Unit 9 Boiler Parts Recommendation

Manager Holmes read the following memo into the record:

TMLP issued IFB 24-18 Unit 9 Boiler Parts to solicit competitive pricing for new manufactured hi-temp superheater tube handcuffs to be placed in inventory which will be installed during a future outage. Four companies responded:

- *Boiler Tube Company of America, Lyman, SC*
- *Helfrich Brothers Boiler Works Inc., Lawrence, MA*
- *O'Connor Corporation, Canton, MA*
- *Thielsch Engineering, Cranston, RI*

TMLP power production personnel reviewed all (4) bid responses and determined that none of the companies responses meet IFB 24-18 specifications. Based on the companies' exceptions to the IFB in their responses, TMLP Power Production personnel would like to modify the IFB and re-issue it. These

IFB specification modifications will meet TMLP needs and allow the companies to meet the IFB specifications.

Action

TMLP recommends the TMLP Commission reject all IFB 24-18 bid submittals due to bid responses not meeting IFB specifications and authorize TMLP to re-issue the IFB in order to obtain hi-temp superheater tube handcuffs for Unit 9.

Motion by Commissioner DeMelo, seconded by Commissioner Corr to reject all IFB 24-18 bid submittals due to bid responses not meeting IFB specifications and authorize the request to re-issue the IFB in order to obtain hi-temp superheater tube handcuffs for Unit 9. Unanimous.

24-100

AWARD OF SEALED BIDS AND/OR PROPOSALS

Award of Sealed Bid for Lease of Multifunction Print Devices

Manager Holmes read the following memo into the record:

In response to RFP 24-03 – Lease of Multifunction Print Devices, proposals have been received from the following vendors:

- Edron
- Toshiba
- Xerox

Bidder	Meets Specs	5-Year Lease	Est. Print Cost 5 Year*	Total Est. 5 Year
Edron Raynham, MA	Yes	\$109,020.00	\$45,558.19	\$154,578.19
Toshiba Foxboro, MA	Yes	\$100,917.00	\$52,243.66	\$153,160.66
Xerox Nashua, NH	Yes	\$74,901.00	\$43,035.50	\$117,936.50

*Based on 2023 Print Volumes

Color = 194,477

Black = 384,157

The MIS group recommends that Xerox be awarded the 60-month lease contract as the lowest cost bidder meeting specifications with a monthly lease fee of \$1,248.35 and a model-dependent cost per printed page of black and white as \$.0035 or \$.008 and color at \$.005 or \$0.08. The estimated 5-year cost is \$117,936.50.

Commissioner DeMelo stated basically we tabled this from the last meeting because of course I saw a tremendous savings and there was a little bit of suspicion involved but I am very comfortable now that the Chairman did follow-up with our professionals here and all the i's are dotted and all the t's are crossed and so I second the motion.

Motion by Commissioner Corr, seconded by Commissioner DeMelo to award the bid for multifunction print devices to Xerox for a 60 month lease contract as the lowest cost bidder meeting specifications with a monthly lease fee of \$1,248.35 and a model-dependent cost per printed page of black and white at \$.0035 or \$.008 and color at \$.008 or \$0.08 for an estimated 5-year cost of \$117,936.50. Unanimous.

24-101

Award of Bid for Electric Utility Excavation & Construction Services

Manager Holmes read the following bid evaluation into the record:

INVITATION FOR BID #IFB24-17 EVALUATION/RECOMMENDATION		
ELECTRIC UTILITY EXCAVATION & CONSTRUCTION SERVICES FOR TMLP		
	HM Lopes Constr. LLC. 490 Winthrop Street Taunton, MA 02780	Rykor 33 Commercial Street Raynham, MA 02767
DAY RATES:		
Standard Crew Day (8 hours)	\$4,188.00	\$7,105.00
Non-Standard Crew Day (8 hours)	\$2,440.00	\$4,953.28
Min. Crew Day (5 hours)	\$2,617.50	\$4,631.20
Min. Non-Standard Crew Day (5 hours)	\$1,525.00	\$3,095.80
Labor & Equipment Stipulations	5 hours minimum	5 hours minimum
NOTE: The IFB was advertised to the general public and Central Register.		

Recommendation: The T&D Engineering Department's recommendation is to award the excavation services contract to HM Lopes Construction LLC, Taunton, MA, for a one year period with option to renew for an additional term subject to mutual agreement of participants.

Wage Rate Changes: The Director of the Department of Labor and Workforce Development has established the wage rates established for this contract for a one (1) year period. On the option years of this contract, if extended pursuant to a contract extension, new wage rates shall be established pursuant to a new requirement of said department. If additional contract years are exercised by the TMLP the new changes (difference) will be allowed in bid price for contract extension. The difference is the increase only in the updated prevailing wages from the previous year. No other additional costs will be allowed.

Action Requested: Request the Commission to award the IFB24-17 to HM Lopes Construction LLC, with all day rates and other labor equipment rates for a one year period renewable to mutual agreements with DOL wage rate changes.

Motion by Commissioner DeMelo, seconded by Commissioner Corr to award the bid for electric utility excavation and construction services for TMLP to HM Lopes Construction, LLC with all day rates and other labor and equipment rates for a one year period renewable to mutual agreements with DOL wage rate changes. Unanimous.

24-102

Award of Bid for IFB#GBPC 2023-24 International Digger-Derrick Trucks & Bodies #4 & 29

Manager Holmes stated that we do have a standard fleet maintenance program and a fleet replacement program. Due to some of the changes and delays in equipment manufacturing we have had to shift that schedule a little bit and we have an opportunity to accelerate our purchasing schedule with reduced rates now if we lock in the purchase knowing that it is going to be a year or a year and ½ or so before we get these vehicles. So it is within our original plan we are just advancing the plan a little bit.

Manager Holmes read the following bid evaluation into the record:

<u>GBPC Procurement Program/MAPC Contract #IFB#GBPC 2023-'24 International</u>	
<u>DIGGER-DERRICK TRUCKS & BODIES #4 & 29 BID EVALUATION</u>	
Bid Opening: 7/1/2024	
	Allegiance Trucks Walpole, MA (Terex) Models: MV607/C4047
Meets Specifications	YES
Chassis Base Price (per unit):	\$86,750.00
Chassis Options (per unit):	\$50,683.00
Chassis Total (per Unit):	\$137,433.00
Body/Digger-Derrick Base Price (per Unit):	\$235,505.38
Body/Digger-Derrick Optional Equipment (per Unit):	\$150,017.35
Body/Digger-Derrick Total (per Unit):	\$385,522.73
Total Net Price per Unit:	\$522,955.73
Total Price for two (2) Units:	\$1,045,911.46
Trade-in Allowances:	
Truck #4	TBD (\$12,000.00)
Truck #29	TBD (\$10,000.00)
Total Net Price for (2) units with options less Trade:	\$1,023,911.46

RECOMMENDATION: T&D Engineering Department recommends this bid to be awarded to the Commonwealth of MA GBPC Procurement Program/MAPC Contract #IFB#GBPC2023-'24 International qualifying bidder which is Minuteman Trucks, Inc. Allegiance Trucks, Walpole, MA for the amount of \$1,045,911.46 for a total of two complete chassis, digger-derrick device and body units subject to optional trade-in allowances.

Expected price of these units if Sealed Bid is \$600,000.00 each for a total of \$1,200,000.00 for two units; savings is estimated to be \$176,088.54 before trade-in allowances.

Motion by Commissioner Corr, seconded by Commissioner DeMelo to award the bid to Commonwealth of MA GBPC Procurement Program/MAPC Contract #IFB#GBPC2023-'24 International qualifying bidder Allegiance Trucks for two complete chassis, digger-derrick devices and body units subject to optional trade-in allowance for a total price of \$1,045,911.46 per the recommendation of the T&D Engineering Department. Unanimous.

24-103

Award of Bid for MA Combuys OSD VEH110 Contract 2024 Ford F-450 Truck Chassis and Knapheide KUV Aluminum Body #44

Manager Holmes read the following bid evaluation into the record:

MA COMMBUYS OSD VEH110 CONTRACT		
2024 FORD F-450 TRUCK CHASSIS AND KNAPEIDE KUV ALUMINUM BODY #44 BID EVALUATION		
Bid Opening: 8/7/2024		
	Allegiance Trucks Walpole, MA	McGovern MHQ, Inc Marlborough, MA
	(Ford/Knapheide)	(Ford/Knapheide)
	Models: F450/AKC132H2094J	Models: F450/AKC132H2094J
Meets Specifications	YES	YES
MS State Contract:	COMMBUYS OSD VEH110	GBPC/BAPERN GBPC 2022
Chassis Base Price (per unit):	\$60,548.03	\$55,864.00
Chassis Options (per unit):	\$5,769.56	\$3,142.81
Body Base Price (per Unit)	\$98,537.60	\$136,103.42
Body Optional Equipment (per Unit)	\$0.00	\$20,415.51
Chassis Discount Incentive (per Unit)	(\$1,800.00)	\$0.00
Total Net Price per Unit:	\$163,055.19	\$215,525.74
Trade-in Allowances:		
Truck #44	TBD	TBD
Total Net Price for (1) unit with options less Trade:	TBD	TBD

RECOMMENDATION: T&D Engineering Department recommends this bid to be awarded via the MA COMMBUYS OSD VEH110 Contract for a 2024 Ford F-450 Truck Chassis with Knapheide KUV model AKC132H2094J body to qualifying bidder which is Minuteman Trucks Inc., Walpole, MA for the amount of \$163,055.19 for a total of one complete chassis and body unit subject to optional trade-in allowance to be determined at a later date.

Expected price of the unit if Sealed Bid is \$250,000.00; savings is estimated to be \$86,944.81 before trade-in allowance.

Commissioner Strojny stated I noticed for the McGovern Inc. there is \$20,000+ worth of optional equipment and on Allegiance it is \$0.

Mr. Sullivan responded we have been to trade shows and talk to the vendors and one says one thing and the other says another. We went with the other because we are buying the frame and body and the back is separate, chassis vs. body, so that is how they price it.

Motion by Commissioner DeMelo, seconded by Commissioner Corr to award the bid via the MA COMMBUYS OSD VEH110 Contract for a 2024 Ford F-450 truck chassis with Knapheide KUV model AKC132H2094J body to qualifying bidder Minuteman Trucks Inc., for the amount of \$163,055.19 for a total of one complete chassis and body unit subject to optional trade-in allowance to be determined at a later date per the recommendation of the T&D Engineering Department. Unanimous.

24-104

COMMUNICATIONS:

Interoffice Communication from Kimberly Holmes dated August 7, 2024: Subject: Commission Stipend

Manager Holmes read the following memo into the record:

As further information related to the stipends of the TMLP Commission, on June 6, 2023, the City Council amended the Ordinances of the City of Taunton to include a new section, "Compensation of Elected and Appointed Board, Committee and Commission Members".

At that time, annual stipends of, at least some boards, committees and commissions were reviewed and adjusted. It does not appear that the stipend of the TMLP Commission was included in that review. As previously discussed, the Commission's stipends have not changed since January 1, 2000.

In order to effectuate change, the Commission should determine the appropriate amount of their stipend. A communication can then be sent to the City Council with the recommendation, requested their approval.

Commissioner DeMelo stated Mr. Chairman, this of course I serve on other Boards and the School Committee there was much discussion when the School Committee increased its stipend as well as the City Council, Planning, Zoning and other Boards and Commissions. I just think that not being reviewed since 2000 isn't really fair to the TMLP, whoever sits in this seat, of course we are here now but it doesn't make a difference and I did actually pull up some of the agenda items and there was some confusion where the TMLP was not included in the reading one and reading two but then it was included verbally after the City Attorney actually provided some input. So again, I think being in line with the other Commissioners and Boards I think it should be reviewed, whatever avenue we choose to take that review, whether it is an annuity, future value or a percentage combined which is what we did on the School Committee, all the CBA's, what was the average over the life and compute it to the present value, I think we could establish a number and from there formalize it to the City Council and see what they have to say.

Commissioner Strojny stated so our next step would be to figure out that number that you are talking about.

Commissioner DeMelo stated so I think the future value, the combined value of all the CBA's that has been negotiated since 2000, School Committee was 2005, our rate was 3.75% and computed to future value and that is how we valued the present rate of stipend for a School Committee member. The City Council did it differently, I think they did it on the percentage of the Mayor's salary, I don't know exactly how that came out to be but I think it is just fair moving forward that the Commission also be reviewed because they were not reviewed in 2023 when there was an opportunity to be reviewed.

Commissioner Strojny stated would we would need a motion.

Manager Holmes stated so are you looking for me to calculate that amount for what you are looking for and then send the communication to the City.

Commissioner DeMelo responded exactly. Send a letter to the City Council President and explain that in June of 2023 that the TMLP Commission was not included and that here is being treated equally amongst the other boards and Commissions here is the rate it should have been on January 1, 2024 like all the other Boards and Commissions were increased to, so that is a way of approaching it.

Motion by Commissioner DeMelo, seconded by Commissioner Corr to have the General Manager calculate the new Commission stipend and then send a letter to the City Council President requesting approval of the new Commission stipend. Unanimous.

24-105

Interoffice Communication from Kimberly Holmes dated August 7, 2024: Subject: Retirement Sick Leave Trusts

Manager Holmes read the following memo into the record:

In the early 1980's the TMLP established trusts to fund the company's future obligations to retirees established under the General Laws of Massachusetts and those of collectively bargained contracts to provide Retirement, Sick Leave and other associated benefits to its employees.

Since that time, laws have changed and the company has implemented other funding mechanisms for these liabilities while also taking measures to reduce these future obligations, making the current Retirement and Sick Leave trusts unnecessary. Additionally, laws have changed such that TMLP has an obligation to fund Other Post-Employment Benefits (OPEB) for its employees. Other Post-Employment Benefits are defined as benefits other than pensions and include post-employment medical, dental and life insurance subsidies paid out to retirees. Other Post-Retirements Benefits are separate from and in addition to Retirement Pension Benefits.

In light of this, it is recommended that TMLP dissolve the current Retirement and Sick Leave Trusts and move those funds into a revised OPEB Trust, this utilizing the funds in the manner of which they were intended.

Commissioner DeMelo stated so at this point on this particular communication, should we move a motion to move into the OPEB Trust because that is the next item on the agenda. Should that be a motion?

Mr. Pollart stated that the motion that needs to be taken to start the process is the motion to reaccept General Laws Chapter 32B, Section 20 which is proposed in the next agenda item.

Commissioner DeMelo stated so no action is needed on this item, just need to receive and place on file.

Manager Holmes stated or to dissolve the current Retirement and Sick Leave Trusts so that we can have access to those funds on the OPEB Trust.

Mr. Pollart stated that this is included in the motions in the next agenda item.

Motion by Commissioner DeMelo, seconded by Commissioner Corr to receive the memo concerning the Retirement and Sick Leave Trust and place on file. Unanimous.

24-106

OPEB Trust Agreement

The following revised OPEB Trust agreement was presented:

**TAUNTON MUNICIPAL LIGHTING PLANT
OTHER POST-EMPLOYMENT BENEFITS ("OPEB") LIABILITY TRUST FUND
DECLARATION OF TRUST**

This DECLARATION OF TRUST is made this ___ day of _____ 2024 by the Taunton Municipal Lighting Plant ("TMLP"), acting through its Board of Commissioners ("TMLP Board").

W I T N E S S E T H:

WHEREAS, effective on March 3, 2015, TMLP entered into an agreement establishing a trust for certain Other Post-Employment Benefits other than pensions (“OPEB”) for eligible former employees of TMLP; and

WHEREAS, subsequently, the TMLP Board has voted to reaccept G.L. 32B, § 20, as amended by St. 2016, c. 218, s. 238; and

WHEREAS, TMLP wishes to amend and restate the trust effective March 3, 2015, and to establish an irrevocable trust (hereinafter the “Trust”) in accordance with G.L. 32B, § 20, as amended for the purpose of funding OPEB obligations as required to be reported under General Accounting Standards Board (“GASB”) statements in relation to OPEB; and

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

NOW, THEREFORE, in consideration of the foregoing promises and the mutual covenants hereinafter set forth, in accordance with this Declaration of Trust as follows.

ARTICLE I DEFINITIONS

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

- 1.1. “Code” means the Internal Revenue Code of 1986, as amended from time to time.
- 1.2. “Custodian” shall mean the Taunton City Treasurer who shall serve as the custodian of the OPEB Fund pursuant to G.L. c. 32B, § 20(c).
- 1.3. “ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time and any successor statute.
- 1.4. “GASB 74, 75 and 76,” shall mean Government Accounting Standards Board, Statement No. 74 Statement No. 75, and Statement No. 76, the Hierarchy of Generally Accepted Accounting Principles for State and Local Governments, Accounting and Financial Reporting by Employers for Post-Employment Benefits Other Than Pensions.
- 1.5. “General Manager” shall mean the General Manager of the TMLP appointed by the Board of Commissioners pursuant to G.L. c. 164, § 56.
- 1.6. “Other post-employment benefits” or “OPEB,” shall mean post-employment benefits other than pensions as that term is defined in GASB 74 and 75 (and/or including relative revisions or rescissions to those specific statements, and subsequently issued GASB statements applicable to OPEB administration, management, and reporting) including post-employment healthcare benefits, regardless of the type of plan that provides them,

and all post-employment benefits provided separately from a pension plan, excluding benefits defined as termination offers and benefits.

- 1.7 “Retired Employee” means those persons who have retired from employment with TMLP and who are qualified to receive retirement benefits pursuant to G.L. c.32 or as otherwise provided by law.
- 1.8 “TMLP Board” or “TMLP Board of Commissioners” shall be the governing body of TMLP with the powers conferred by G.L. c. 32B, § 20 and G.L. c. 164, § 56.
- 1.9 “Trust” means the TMLP OPEB Liability Trust Fund as hereby established.
- 1.10. “Trustees” means the OPEB Fund Board of Trustees having been established by the vote of the TMLP Board, which shall be comprised (in accordance with G.L. c. 32B, § 20(d) and (e) and Article 5, and any successor Trustee(s) appointed as provided pursuant to Article 5.
- 1.11 “Trust Fund” means all the money and property, of every kind and character, including principal and income, held by the Trustee under the Trust.

ARTICLE 2 PURPOSE

- 2.1. The Trust is created for the sole purpose of providing funding for OPEB, as determined by TMLP, or as may be required by collective bargaining agreement, or by any general or special law providing for such benefits, for the exclusive benefit of TMLP’s Retired Employees and their eligible dependents and for defraying the reasonable administrative, legal, actuarial and other expenses of the Trust. The assets held in the Trust shall not be used for or diverted to any other purpose, except as expressly provided herein.
- 2.2. The Trust shall be an expendable trust and funds held by the Trust shall not subject to the claims of any general creditor of TMLP. It is intended that the Trust shall meet the standards set forth in GASB 74 and 75 and that it further qualify as an Integral Part Trust for all purposes under Article 115(c) of the Code or under any comparable provision of future legislation that amends, alters, or supersedes the Code.

ARTICLE 3 REESTABLISHMENT OF TRUST

- 3.1. In order to implement and carry out the provisions of G.L. c.32B, §20, as amended, TMLP hereby reestablishes this Trust which shall be known as the “TMLP OPEB Trust.”
- 3.2. The Trust shall be irrevocable, and no Trust funds shall revert to TMLP until all benefits owed to Retired Employees have been satisfied or released.

3.3. The principal location of the Trust shall be the TMLP administrative offices, located at 55 Weir Street, Taunton, Massachusetts 02780.

3.4. The Trustee(s) shall accept the duties imposed upon him or her by this Declaration of Trust and agrees to perform said duties as a fiduciary duty in accordance with the terms and conditions of this Declaration of Trust.

3.5. The Trust shall hold legal title to all property of the Trust and neither TMLP, nor any employee, official, or agent of TMLP, nor any individual, shall have any right title or interest to the Trust.

3.6. The Trust shall consist of such sums of money as shall from time to time be paid or delivered to the Trustees by TMLP, which together with all earnings, profits, increments and accruals thereon, without distinction between principal and income, shall constitute the Trust hereby created and established. Nothing in this Declaration of Trust requires TMLP to make contributions to the Trust to fund OPEB. Any obligation of TMLP to pay or fund benefits shall be determined in accordance with applicable law and any agreement(s) to provide OPEB.

3.7 All funds previously appropriated by TMLP for OPEB purpose and held in trust shall be subject to the provisions of this Declaration of Trust.

ARTICLE 4 TRUST FUNDING

4.1. The Trust Fund shall be credited with all amounts appropriated or otherwise made available by TMLP and employees of TMLP as a contribution to the Trust for the purposes of meeting the current and future OPEB costs payable by TMLP, or any other funds donated or granted specifically to TMLP for the Trust, or to the Trust directly.

4.2. The Trustees shall be accountable for all delivered contributions but shall have no duty to determine that the amounts received are adequate to provide the OPEB Benefits determined by TMLP.

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

4.4 TMLP shall have no obligation to make contributions to the Trust to fund OPEB, and the size of the Trust may not be sufficient at any one time to meet the TMLP's OPEB liabilities. This Declaration of Trust shall not constitute a pledge of TMLP's full faith and credit or taxing power, if any, for the purpose of paying OPEB, and no retiree or beneficiary may compel the exercise of taxing power by TMLP for such purposes.

The obligation of TMLP to pay or fund OPEB obligations, if any, shall be determined by TMLP or applicable law. Distributions of assets in the Trust are not debts of TMLP within the meaning of any constitutional or statutory limitation or restriction.

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

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

4.7. Amounts that TMLP receives as a sponsor of a qualified retiree prescription drug plan pursuant to 42 U.S.C. section 1395w-132 may be dedicated to and become part of the fund by vote of the TMLP Board.

ARTICLE 5 TRUSTEES

5.1. The Trust shall be administered by OPEB Fund Board of Trustees established pursuant to G.L. c. 32B, § 20(e) as having been duly established by a vote of the TMLP Board at its meeting held on August 12, 2024.

5.2. The OPEB Fund Board of Trustees shall be comprised as follows:

- (1) The General Manager of TMLP;
- (2) A current TMLP employee selected by TMLP employees by ballot;
- (3) A current Retired Employee selected by Retired Employees by ballot;
- (4) A current Retired Employee appointed by the General Manager;
- (5) The TMLP Financial Manager or TMLP employee with financial or accounting experience appointed by the General Manager;
- (6) A person with investment experience appointed by the General Manager;
- (7) All current member of the TMLP Board; and
- (8) A citizen of the City of Taunton appointed by the General Manager.

Such persons shall be eligible to serve as a Trustee for as long as such person holds the position for which he/she is appointed or selected.

The General Manager, at his/her option, may appoint up to three (3) additional persons to serve as Trustees on the OPEB Fund Board of Trustees, as the General Manager deems necessary for the efficient administration of the Trust. The Trustees shall serve for five (5)-year terms.

The City Treasurer, as the custodian of the OPEB Fund, shall serve as the Trustee until the OPEB Fund Board of Trustees is established.

5.3 Meetings of the OPEB Board of Trustees shall be held in accordance with the Open Meeting Laws, G.L. c. 30A, §§ 18, *et seq.*

5.4. The Trustees shall: (i) act in a fiduciary capacity, (ii) discharge its duties for the primary purpose of enhancing the value of the OPEB Fund, (iii) act with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise with like character and with like aims and (iv) diversify the investments in the fund to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so, pursuant to Massachusetts General Laws, Chapter 32B, Section 20(f) and any subsequent Amendments. The Trustee shall use its independent judgment in complying with this Section 6.2.

5.5 Upon the expiration of the term or sooner resignation or removal of a Trustee, such position shall be deemed vacant. A successor Trustee shall be selected or appointed for the remainder of the term as provided in Section 5.2.

5.6. Each successor Trustee shall accept the office of Trustee and the terms and conditions of this Declaration of Trust in writing. Whenever a change occurs in the Trustee, the legal title to property held by this Trust shall automatically pass to the duly appointed interim, acting or successor Trustee.

5.7. Upon leaving office, a Trustee shall promptly and without unreasonable delay, deliver to the Trust's principal office any and all records, documents, or other documents in his or her possession or under his or her control belonging to the Trust.

5.8 Upon a majority vote of the TMLP Board, TMLP may dissolve the OPEB Fund Board of Trustees and appoint the Treasurer or the Retirement Board to serve as the Trustee(s) consistent with applicable law.

5.9. The Trustees shall be unpaid positions.

5.10 The members of the OPEB Fund Board of Trustees shall be special municipal employees in their capacity as Trustees for purposes of Massachusetts General Laws, 268A and shall be subject to the restrictions and prohibitions set forth therein.

**ARTICLE 6
POWERS OF THE TRUSTEES**

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

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

6.1.2. To employ reputable and knowledgeable investment consultants to assist in determining appropriate investments and pay for those services from the fund, if authorized by TMLP.

6.1.3. To hold cash, un-invested, for such length of time as the Trustee may determine without liability for interest thereon.

6.1.4. To employ suitable agents, advisors and counsel, including but not limited to, one or more consultants, actuaries, accountants, attorneys, or other professionals, as the Trustee may deem necessary and advisable for the efficient operation and administration of the Trust and OPEB Fund. The Trustees are entitled to rely upon and may act upon the opinion or advice of any such agents, advisors or counsel 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.

6.1.5. To hire employees, agents and independent contractors, including those specified in section 6.1.4 above 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 reasonable expense thereof to the Trust.

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

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

6.1.8. To maintain bank accounts for the administration of the Trust and the OPEB Fund and may authorize another appropriate person to make payments from any appropriate account for purposes of the Trust.

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

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

6.1.11. To purchase as a general administrative expense of the Trust so-called director's liability insurance and other liability insurance for the benefit of the Trust and/or the protection of the Trustee, employees, or agents against any losses by reason of errors or omissions or breach of fiduciary duty or negligence.

6.1.12. To enter into any and all contracts and agreements for carrying out the terms of this Declaration of Trust and for the administration and operation of the Trust and may execute on behalf of the Trust any and all instruments.

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

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

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

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

6.1.17. To comply with all requirements imposed by applicable provisions of law, notwithstanding any other provision of this Declaration of Trust.

ARTICLE 7
LIMITATION OF TRUSTEE'S POWERS, DUTIES AND RESPONSIBILITIES

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

7.2. The Trustees shall have such rights, powers and duties as are provided to a named fiduciary for the investment of assets under ERISA (Employee Retirement Income Security Act of 1974). The Trustees shall not be liable for the making, retention or sale of any investment or reinvestment made by the Trustees as herein provided or for any loss to or diminution of the Trust Fund or for anything done or admitted to be done by the Trustees with respect to the Declaration of Trust or the Trust Fund except as and only to the extent that such action constitutes a violation of the law or gross negligence.

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

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

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

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

consult with TMLP regarding the investment of the Trust assets and shall consider any recommendations by the TMLP Board, including but not limited to investment in the State Retiree Benefits Trust Fund (“SRBTF”) as indicated by vote of the TMLP Board.

**ARTICLE 8
LIABILITY OF THE TRUSTEES**

8.1. A Trustee shall not be liable for any mistake of judgment or other action made, taken or omitted by the Trustee in good faith, nor for any action taken or omitted by any other Trustee or any agent or employee selected with reasonable care, and the duties and obligations of the Trustee hereunder shall be expressly limited to those imposed upon them by this Declaration of Trust.

8.2. No successor Trustee shall be held responsible for an act or failure of a predecessor Trustee.

8.3. The Trustee(s) are public employees for purposes of G.L. c.258, and shall be indemnified by TMLP against any civil claim, action, award, compromise, settlement or judgment by reason of an intentional tort to the same extent and under the same condition as other public employees of TMLP.

8.4. A Trustee shall not be indemnified for violation of the civil rights of any person if he or she acted in a grossly negligent, willful or malicious manner, or in connection with any matter where it is shown to be a breach of fiduciary duty, an act of willful dishonesty or an intentional violation of law by the Trustee.

**ARTICLE 9
TAXES, EXPENSES, AND COMPENSATION**

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

9.2. All reasonable costs and expenses of managing and administering the Trust and the Trust Fund, including such compensation for the Trustee as may be approved by TMLP from time to time, and reimbursement for reasonable fees incurred through the use of third party vendors or agents, shall be paid from the Trust Fund unless TMLP chooses to pay the expenses directly.

**ARTICLE 10
ACCOUNTS**

10.1. The Trustee shall keep complete and accurate accounts of all of the Trust’s receipts, investments and disbursements under this Declaration of Trust. Such records, as well as all other

Trust records, shall be retained and made available for public inspection and or copying in accordance with the requirements of the Public Records Law, G.L. c.66, §10 and G.L. c.4, §7, clause 26th and their implementing regulations. The person or persons designated by TMLP shall be entitled to inspect such records upon request at any reasonable time.

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

10.3 The Trust Fund shall be subject to the Massachusetts Public Employee Retirement Administration Commission's triennial audit or as otherwise required by law.

ARTICLE 11 ANNUAL REPORTS

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

ARTICLE 12 INVESTMENT OF TRUST FUNDS

12.1. The Trustees hereby authorize and direct the Custodian to invest and reinvest the amounts in the Trust Fund not needed for current disbursement, consistent with the prudent investor rule, and as provided in Article 7 or an Investment Policy approved by TMLP, if applicable.

12.2. In no event shall the Trust Fund be invested directly in mortgages or in collateral loans.

ARTICLE 13 CUSTODY OF THE TRUST FUNDS

13.1. The Treasurer shall be the custodian of the Trust Fund as provided by G.L. c. 32B, § 20. The Treasurer shall be bonded in any additional amounts necessary to protect assets pursuant to Massachusetts General Laws, c. 32B, §20(c) and any subsequent amendments.

The Trustees authorizes the Treasurer to employ an outside custodial service to maintain custody of the Trust Funds. All funds in the Trust Fund shall be accounted for separately from all other funds of TMLP and the City of Taunton.

13.2. The Treasurer, with the authorization of the Trustees, shall establish one or more checking accounts, which may be interest bearing or non-interest bearing accounts. Such checking account or accounts shall be funded solely from the Trust Funds, and the Trustee may

authorize the Treasurer to draw on such checking accounts for the payment of OPEB and for the administrative expenses of the Trust.

**ARTICLE 14
TERMINATION OF THE TRUST**

14.1. The Trust shall continue unless and until terminated pursuant to operation of law or as authorized by applicable law pursuant to an instrument in writing signed by at least a majority of the members of the TMLP Board, provided, however, that continuance of the Trust shall not be deemed to be a contractual obligation of TMLP.

14.2. Upon termination of the Trust, subject to the payment of or making provision for the payment of all obligations and liabilities of the Trust and the Trustees, the net assets of the Trust shall be transferred to TMLP and held by the Treasurer to be used exclusively for providing OPEB to Retired Employees and their eligible dependents and for no other purpose.

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

**ARTICLE 15
AMENDMENTS**

15.1. The Trust may only be amended as set forth herein. TMLP may amend the Trust at any time as may be necessary to comply with the requirements for tax exemption under Section 115 of the Code, to conform the Trust to the laws of the Commonwealth of Massachusetts and to meet the standards set forth in GASB statements concerning OPEB Trust funds to be treated as funded through a qualifying trust or equivalent arrangement.

15.2. To the extent consistent with applicable law, this Declaration of Trust may be amended, but not revoked, from time to time by TMLP upon vote of the TMLP Board, subject to the following limitations:

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

15.2.2. The duties and liabilities of the Trustee cannot be substantially changed without his or her written consent.

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

**ARTICLE 16
MERGER**

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

ARTICLE 17
SEVERABILITY OF INVALID PROVISIONS

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

ARTICLE 18
MISCELLANEOUS

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

18.2. The titles to Articles of this Declaration of Trust are placed herein for convenience of reference only, and the Declaration of Trust is not to be construed by reference thereto.

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

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

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

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

(Signature Page Follows)

MINUTES OF AUGUST 12, 2024

TMLP BOARD OF COMMISSIONERS:

Date:

William J. Strojny, Chair

Date:

Gregory C. DeMelo, Secretary

Date:

Peter J. Corr, Commissioner

Witnessed by: _____

Date: _____

Print Name: _____

ACCEPTANCE OF TRUST

The Trustee hereby accepts the Declaration of Trust created and provided for by the Taunton Municipal Lighting Plant (“TMLP”) Board of Commissioners, dated __ for the TMLP Other Post-Employment Benefits (“OPEB”) Liability Trust Fund. The Trustee agrees to perform his/her duties for the benefit of the TMLP OPEB Liability Trust Fund in accordance with the terms of said Declaration of Trust, as may be amended.

TRUSTEE:

[Print Name]

[Signature]

[Date]

[Appointment Term]

Witnessed by: _____ Date: _____

Print Name: _____

Motion to Reaccept G.L. c. 32B, § 20

Motion by Commissioner DeMelo, seconded by Commissioner Corr to reaccept General Laws Chapter 32B, Section 20, and to reestablish and amend the Taunton Municipal Light Plant Other Post-Employment Benefits Liability Trust Fund (OPEB Fund), effective on the effective date of the Declaration of Trust. Unanimous. 24-107

Motion to Adopt the Declaration of Trust

Motion by Commissioner Corr, seconded by Commissioner DeMelo to adopt the Taunton Municipal Lighting Plant Other Post-Employment Benefits ("OPEB") Liability Trust Fund Declaration of Trust as provided by the General Manager, to become effective 90 days upon filing as provided in Chapter 32B, Section 20. Unanimous. 24-108

Motion to Establish OPEB Board of Trustees

Discussion: Commissioner DeMelo questioned on that very last line of this motion so that is just for a 90 day grace period until this gets into effect where the City Treasurer is serving as the Trustee.

Mr. Pollart responded correct.

Commissioner DeMelo stated so those 90 days, I get very cautious because one person is now overseeing all this, I'm sure this person is not going to do anything crazy, but anyway OK just for 90 days.

Motion by Commissioner DeMelo, seconded by Commissioner Corr to move that the Taunton Municipal Lighting Plant establish an Other Post-Employment Benefits Liability Fund (OPEB Fund) Board of Trustees pursuant to General Laws Chapter 32B, Section 20, with 10 members consisting of the following and up to additional three (3) members to be determined by the General Manager at his/her option, as the General Manager deems to be in the best interests of TMLP for the efficient administration of the OPEB Trust: 24-109

- 1) The General Manager of TMLP;
- 2) A current TMLP employee selected by TMLP employees by ballot;
- 3) A current Retired Employee selected by Retired Employees by ballot;
- 4) A current Retired Employee appointed by the General Manager;
- 5) The TMLP Financial Manager or TMLP employee with financial or accounting experience appointed by the General Manager;
- 6) A person with investment experience appointed by the General Manager;
- 7) All members of the TMLP Board; and
- 8) A citizen of the City of Taunton appointed by the General Manager.

With each member trustee serving for a term of five (5) years; and further move that the City Treasurer shall service as t

he Trustee until the Board of Trustees is established. Unanimous.

Motion to Authorize Investments under the Prudent Investor Rule

Motion by Commissioner Corr, seconded by Commissioner DeMelo to authorize the OPEB Fund Board of Trustees of the TMLP OPEB Fund established under G.L. c. 32B, § 20, and any other Trustee authorized by the Declaration of Trust, to invest monies in the TMLP OPEB Fund pursuant to the prudent investor rule established in G.L. c. 203C. Unanimous. 24-110

Motion to Authorize the Board of Trustees to Hire Investment Consultants

Motion by Commissioner DeMelo, seconded by Commissioner Corr to authorize the OPEB Fund Board of Trustees of the TMLP OPEB Fund established under G.L. c. 32B, § 20 to employ reputable and knowledgeable investment consultants to assist in determining appropriate investments and pay for those services from the OPEB Fund. Unanimous. 24-111

Motion to Appropriate Funds

Motion by Commissioner DeMelo, seconded by Commissioner Corr to move that the Taunton Municipal Lighting Plant transfer and appropriate the sum of approximately \$27 million currently held in the Retirement and Sick Leave Trusts into the Other Post-Employment Benefits Liability Trust Fund (OPEB Fund) established under General Laws Chapter 32B, Section 20, and for the General Manager to take all necessary actions to dissolve the Retirement and Sick Leave Trusts and to close those accounts. Unanimous. 24-112

Motion to Authorize the Dedication of Medicare Part D Retiree Prescription Drug Plan Reimbursements to the OPEB Fund

Motion by Commissioner Corr, seconded by Commissioner DeMelo to move that the Taunton Municipal Lighting Plant dedicate to the Other Post-Employment Benefits Liability Trust Fund (OPEB Fund) established under General Laws Chapter 32B, Section 20 any and all amounts received and to be received in the future by or on behalf of TMLP as a sponsor of a Medicare Part D qualified retiree prescription drug plan. Unanimous. 24-113

Letter from Mayor Shaunna O’Connell dated July 18, 2024: Subject: Mayor’s Worthy Cause

Manager Holmes read the following letter into the record:

Greetings!

You are an important member of our community. The contributions you make as an employer have a positive impact on our ability to sustain economic growth and create opportunity for our families.

Each year the Mayor’s Worthy Cause supports a wide array of worthwhile events, organizations and activities that benefit Taunton residents of all ages. The many worthy causes and events supported by our generous donors include:

- Summer Celebration
- Taunton Vietnam Veterans Association
- Black History Month/Martin Luther King, Jr. events
- Downtown Art Jam
- Taunton High School/Bristol-Plymouth Technical School DECA programs
- Taunton Diversity Network Cultural Fair/Juneteenth Celebration
- School sports programs

- *RIDE22 (Veteran suicide prevention)*
- *Scholarships for local students*
- *Sgt. Shane Duffy Memorial Fund*
- *YMCA Teen Basketball program*
- *Whittenton Block Party*

Hosting these activities and initiatives is only possible with the support of good friends like you. Your generous donations will help us continue to support residents in our City, meet important needs and foster a sense of community.

Can we count on your help?

All donors are acknowledged on the Mayor's Worthy Cause tab on our City website (taunton-ma.gov) and on various social media posts. In addition, we are offering different levels of support to our local businesses. Any amount you are willing to donate will be a tremendous help.

Thank you in advance for your support!

With kind regards,

Mayor Shaunna O'Connell

Manager Holmes stated historically we have our own internal Sponsorship Policy that allows us to donate up to \$250 to various non-profit organizations, anything above that we need to come before the Commission and historically for the Mayor's Worthy Cause we have donated \$1,000 and that is why this is before you today.

Commissioner DeMelo stated so I am a bit confused because I see a couple of different causes that we have already helped, for example the TDN Cultural Fair/Juneteenth Celebration where we were a sponsor. I recently submitted through Ride 22 another sponsorship through Paul Jones. So are we duplicating helping these causes? Everyone needs help but there are so many causes out there that could also use help that I just don't want to run ourselves too thin and sometimes duplicating what is already on this list, what is our standard procedure on this. Maybe I should be a little clearer, if we donate \$1,000 to the Mayor's Worthy Cause are we eliminating opportunities to help these organizations with a \$250 donation.

Manager Holmes stated this does not prevent us from doing the \$250 on our own to any organization that falls within that Sponsorship Policy and I think there are a few on here we do currently sponsor but there are also quite a few on here that we do not. So it does not prohibit us from doing our own thing, it would just be in additional to. Our internal limit is \$250 for each organization.

Commissioner DeMelo stated as long as it does not conflict with helping organizations directly I will be supporting this.

Commissioner Corr stated that this request is probably due to the fact that the Summer Celebration is coming up and there will be fireworks on August 22. The Mayor could be sending something out looking for donations for that event.

Motion by Commissioner Corr, seconded by Commissioner DeMelo to authorize a donation for the Mayor's Worthy Cause in the amount of \$1,000.00. Unanimous.

24-114

Letter from the Northeast Public Power Association (NEPPA): Subject: Thank You

Manager Holmes read the following letter into the record:

I want to personally thank you and your utility for the pole donation to the NEPPA training yard. When we found ourselves desperately in need of some replacement poles, we weren't sure what the response from our members would be. We were overwhelmed and excited by the way that our members stepped up to respond to our request, without hesitation. We can't thank you enough for your support.

Our goal has always been to meet the needs of our members, any way we can. It feels nice to have a network of individuals who understand the importance of what we do. Your contribution will allow us to continue providing top notch training resources to our apprentices. Utilities like yours truly make NEPPA what it is, and we're incredibly grateful!

Warm regards,

Michael Hyland, Executive Director

Motion by Commissioner DeMelo, seconded by Commissioner Corr to receive the letter of appreciation from NEPPA and place on file. Unanimous. 24-115

ITEMS NOT REASONABLY ANTICIPATED 48 HOURS IN ADVANCE:

None.

ANNOUNCEMENTS:

Manager Holmes had the following announcement:

In an effort to clarify for our customers, developers and any other interested parties, especially those that may be considering construction of large energy resources, e.g. battery, solar array etc... TMLP has been informed by ISO-New England that any energy resource 1MW or greater must complete a Level 3 ISO study prior to interconnecting.

Please note this does NOT mean that TMLP is denying an application but rather, it is another step in the process that must be completed in order to maintain the reliability of the electric system as a whole. Pending the outcome of the study, additional infrastructure components may be required.

These studies are outside the control of TMLP and are subject to ISO-NE's rules, procedures and timeframes. TMLP will assist the counterparty in any way we can, but again the process is outside of our control.

Additionally, for customers looking to build energy resources TMLP offers both Net Metering and the ability to enter into a negotiated Purchased Power Agreement.

Commissioner Corr stated so that is the issue with Bristol Plymouth.

Manager Holmes stated that we have the infrastructure to support them in what they want to build. They need to finish deciding what their design is going to be and then they will have to go through a Level 3 Study if they go over 1 megawatt.

Commissioner Corr stated so it is not the TMLP saying no, you can't do it.

Manager Holmes responded absolutely not.

MINUTES OF AUGUST 12, 2024

Commissioner Corr stated the City had to do the same thing for the solar project.

Manager Holmes responded yes, we are in the process of their study right now.

Commissioner Corr stated thank you for getting that on the record.

Chairman Strojny announced that the next Commission meeting is scheduled to be held on Tuesday, September 17, 2024 at 4:00 PM.

Chairman Strojny stated that the next order of business is Executive Session for Competitive Advantage and Contract Negotiations.

Manager Holmes stated that no votes are expected and we will be adjourning in Executive Session.

Motion by Commissioner DeMelo, seconded by Commissioner Corr to go into Executive Session for Competitive Advantage and Contract Negotiations. Unanimous. (4:37 PM)

24-116


The Commission was recorded in a roll call vote to go into executive session as follows:

In Favor

Absent

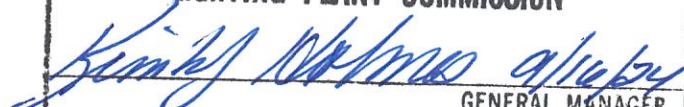
Commissioner DeMelo
Commissioner Corr
Chairman Strojny

Executive Session discussion.



SECRETARY

dmt

APPROVED: BY VOTE OF
TAUNTON MUNICIPAL
LIGHTING PLANT COMMISSION

GENERAL MANAGER

EXECUTIVE SESSION

Competitive Advantage

Manager Holmes and the Commission discussed numerous topics on this subject.

Contract Negotiations

Manager Holmes and the Commission discussed numerous topics on this subject.

Motion by Commissioner Corr, seconded by Commissioner DeMelo to adjourn. Unanimous. (5:20 PM) *24-117*