

PILGRIM AREA COLLABORATIVE
RETIREES' HEALTH INSURANCE TRUST FUND

DECLARATION OF TRUST

WITNESSETH

WHEREAS, the Board of Directors of the Pilgrim Area Collaborative ("PAC") authorized the creation of a Health and Welfare Trust Fund which shall be known as the "Pilgrim Area Collaborative Retirees' Health Insurance Trust Fund";

WHEREAS, consistent with the provisions of GASB Statements 43 and 45, the funds which will be contributed to the Trust Fund, as and when received by the Trust Fund, and earnings and losses thereon shall constitute a trust fund which shall be irrevocable and shall be held for the benefit of Eligible Retirees in accordance with the PAC retiree health plan;

WHEREAS, consistent with the provisions of GASB 43 and GASB 45, the Trust Fund assets shall be legally protected from creditors of PAC; and

WHEREAS it is intended that this Trust Fund shall meet the requirements of Section 115 of the Internal Revenue Code of 1986, as amended;

NOW, THEREFORE, there is hereby established the following:

ARTICLE I

ESTABLISHMENT AND PURPOSE OF THE TRUST FUND

1. There is established a "Trust Fund" to be known as the Pilgrim Area Collaborative Retirees' Health Insurance Trust Fund.
2. The purpose of this Trust Fund is to collect, hold, manage, preserve and, if the Trustees deem expedient in their sole discretion, to authorize the Treasurer of Pilgrim Area Collaborative to pay eligible retirees' health insurance premiums in accordance with eligibility requirements adopted by PAC. In no event may any individual receive any benefit from this Trust Fund, unless such individual is specifically authorized by the PAC Board of Directors to be an "Eligible Retiree".
3. "Eligible Retiree" under this Agreement is defined in Article VII, Section 3.

ARTICLE II
DESIGNATION OF TRUSTEES

1. The Trust Fund shall be administered by a Board of Trustees consisting of the members of the PAC Board of Directors, one of whom shall serve as Chair of the Board of Trustees, and one (1) current employee or Eligible Retiree from PAC appointed by the unions then serving as bargaining representatives for employees of PAC.
2. When an individual serving as a Trustee ceases to be a member of the PAC Board of Directors or, in the case of the employee/Eligible Retiree Trustee, ceases to be an employee or Eligible Retiree, such an individual shall simultaneously be considered to have resigned his/her position as a Trustee which shall fully discharge the individual from all further duty or responsibility hereunder.
3. 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 possession or under his control belonging to the Trust.
4. Upon appointment as a Successor Trustee, such individual shall, immediately upon acceptance of the Trusteeship in writing, become vested with all the property, writings, powers, duties and immunities of a Trustee hereunder, and notice of the appointment of the Successor Trustee shall be given to the other Trustees, to any bank or banks used as a depository for the Trust Fund, as well as to any other institution or person holding any of the property and assets of the Trust Fund.

ARTICLE III
ADMINISTRATION OF TRUST FUND

1. The Trustees shall meet at least once during each calendar year and whenever required to provide for the timely and orderly administration of the business of the Trust Fund.
2. The Trustees shall comply with the Open Meeting Law, G.L. c.30A, §§18-25 and its implementing regulations, and the Chairperson may call a meeting of the Board of Trustees in accordance with the Open Meeting Law.
3. One half plus one of the then sitting Trustees shall constitute a quorum for the transactions of business. When a quorum is present at any meeting, a majority of the

Trustees present and voting shall decide any questions and matters brought before such meeting, and the action of the Trustees present and voting, so long as a quorum is present shall be valid and binding as the action of the Board of Trustees.

4. Each Trustee shall have one (1) vote.
5. The Trustees shall keep records of account, and record of all their transactions as Trustees. All such records of account and records of transactions shall be subject to inspection and audit as required by municipal finance laws, rules and regulations.

ARTICLE IV
POWERS AND DUTIES OF THE TRUSTEES

1. In operating and administering the Trust Fund, the Trustees shall have the power and/or duty:
 - a. To establish the policies and rules pursuant to which the Trust Fund is to be operated and administered
 - b. To make, adopt, or repeal rules and regulations not inconsistent with the terms of this Declaration of Trust, as amended, if the Trustees may deem it necessary or desirable for the conduct of their business and the government of themselves, their officers, agents and other representatives
 - c. To pay or provide for the payment of all reasonable and necessary expenses of administering the affairs of the Trust Fund, including but without limitation to the matters herein set forth, all expenses which may be incurred in connection with the establishment of the Trust Fund, the employment of such administrative, investment, legal, accounting, actuarial, expert, consultative, and clerical assistance, the purchase or leasing of such premises and the purchase for lease of such materials, supplies and equipment as the Trustees, in their discretion, find necessary or appropriate in the performance of their duties; provided, however, that the Trustees shall not be required to incur any of the foregoing expenses unless monies are available in the Trust Fund for such purpose.
 - d. To authorize, transfer and/or expand the corpus and related interest of the Trust for the sole purpose of paying a portion of the health insurance

premiums for those retirees who have contributed the retiree portion of said premium, as established by the PAC Board of Directors from time to time, within the time deadline set by the Trustees for payment and who have properly enrolled in the health insurance program.

- e. To invest and reinvest any monies in the Trust Fund as the Trustees see fit in their sole discretion.
- f. To appoint the PAC Treasurer, or another person or entity, as Custodian of the Trust Fund.
- g. To hold sums uninvested, without liability on the Trustees to pay any interest thereon, as part of the Trust Fund, in such amounts and for such periods of time as they in their sole discretion deems desirable.
- h. To verify the occurrence of statements and information submitted on contribution forms, claim forms and other forms.
- i. To keep true and accurate books and account and records of all the transactions of the Trust Fund and to have an audit made of the Trust Fund, its books, accounts, by a certified public accountant, annually or when necessary in the opinion of the Trustees.
- j. To issue such financial statements as the Trustees may deem proper, and to determine when and how frequently such statements shall be issued and the method for the distribution thereof.
- k. To construe the provisions of this Declaration of Trust and terms used herein, and any construction adopted by the Trustees in good faith shall be binding upon the Employer, the Union and all other persons who may be involved or affected.
- l. To delegate any of their ministerial powers and duties, including but not limited to the investment and reinvestment of any monies in the Trust Fund, to any agent or employee engaged by them or to any one or more of the Trustees themselves.
- m. To perform and do any and all acts, whether or not expressly authorized herein, which the Trustees may deem expedient for the protection of the

property held hereunder and for the administration of the Trust Fund, although the power to do such acts is not specifically set forth within.

- n. To withdraw monies from the Trust Fund account(s) by checks authorized and approved by a quorum of the Board of Trustees and to allow designation and authorization of an employee to sign checks or make wire or electronic payments upon such specific bank accounts as the Trustees may designate or establish.

ARTICLE V

LIABILITY OF TRUSTEES, INDEMINIFICATION OF TRUSTEES, TRUSTEES' REIMBURSEMENT FOR EXPENSES, NOTICE TO OTHER PERSONS REGARDING THEIR DEALING WITH TRUSTEES

1. A Trustee or the Trustees shall incur no liability in acting in good faith upon any instrument, application, notice, request, signed letter, telegram or other paper or document believed by the Trustee or Trustees to be genuine and to contain a true statement of facts and believed to have been made, executed and delivered by the parties purporting to have made, executed, or delivered same. Any Trustee may rely upon any instrument in writing purporting to have been signed by the number of Trustees required by this Trust Agreement for effective action, as conclusive evidence of the fact that such Trustees have taken the action stated to have been taken in such instrument.
2. So long as the Trustee or Trustees commit no act of willful misconduct, bad faith, or gross negligence, the Trustee or Trustees shall not be held personally answerable or personally liable for (1) any liabilities or debts contracted by them as Trustees, or for the non-fulfillment of contracts, or (2) for any error or judgment or for any loss arising out of any act or omission in the execution of the trust or (3) for the acts or omissions, whether or not performed of the Trustees, or at the request of the Trustee, of any other Trustee or any employee, agent, advisor, or attorney elected or appointed by or working for the Trustee.
3. The Trustee shall not be liable for the application of any part of the Trust Fund or for any other liability arising in connection with the administration or operation of the Trust Fund, except as provided herein.

4. The Trust Fund shall pay as a general expense of administration, the costs and expenses including legal fees, for any action, suit or proceeding related to the Trust Fund brought against the Trustees; provided, however, that the Trust Fund shall not pay costs or expenses if it is adjudged in the action, suit or proceeding that the Trustees were guilty of gross negligence or willful misconduct or bad faith.
5. The Trustees may rely upon, and shall be protected for any action taken upon the advice, opinion, records, reports or recommendation of legal counsel or certified public accountant selected by the Trustees with reasonable care, in connection with any matter pertaining to the administration or application of the Trust Fund. No successor Trustee shall be responsible for any acts or defaults of any other Trustee, or for any losses or expenses resulting from or occasioned by anything done or neglected to be done in the administration of the Trust Fund prior to his/her becoming a Trustee, nor be required to inquire into or take any notice of the prior administration of the Trust Fund.
6. The Trustees may seek protection by any act or proceeding that they may deem necessary in order to settle their accounts; the Trustees may obtain a judicial determination or declaratory judgment as to any question of construction of the Agreement and Declaration of Trust or as to any act thereunder. The cost and expenses of any action, suit, or proceeding brought by the Trustees, which costs and expenses shall include counsel fees, may be paid from the Trust Fund.
7. A Trustee may require the other Trustees as well as any other parties to this Agreement, to execute a release after an audit of the Trust Fund by a certified public accountant discloses that all affairs are in proper order, thus entitling the Trustees to a release in favor of each Trustee, his/her heirs, executors, administrators and assigns.
8. The Trustee shall not be bound by any notice, declaration, regulations, advise or request unless and until it shall have been received by the Trustees at the principal place of the business of the Trust Fund.
9. The individual Trustees shall receive no compensation as such for their services hereunder. However, the Trustees may authorize that the Trustees shall be reimbursed from the Trust Fund for all reasonable and necessary expenses incurred on behalf of the Trust Fund or in connection with their duties hereunder.

ARTICLE VI
AMENDMENTS; TERMINATION OF TRUST FUND

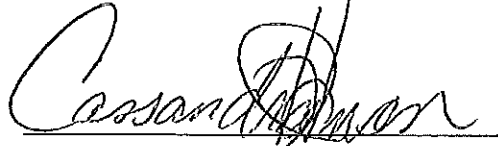
1. This Declaration of Trust may be amended by a majority vote of Trustees in writing at any time, effective as of any date. No amendment shall be adopted which alters the Trust Fund as then constituted, or any part thereof, to a purpose or use other than those authorized herein; conflicts with any applicable law or government regulation; increases the burdens or obligations of PAC; conflicts in any way with any term or provision of any agreement which authorizes the creation of the Trust Fund between the parties or affect the tax exempt status of the Trust Fund.
2. This Trust Fund shall terminate at the discretion of the Board of Trustees by a written execution by the Trustees. In no event, however, shall this Trust extend beyond the date when the corpus of the Trust Fund is exhausted.

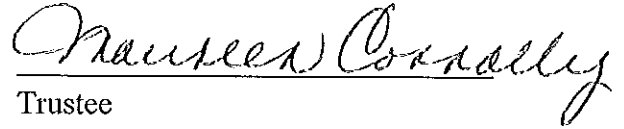
ARTICLE VII
GENERAL

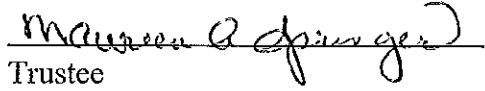
1. Title to the Trust Fund shall be vested in and remain exclusively in the Trustees and no Employer, Union, Retiree, or any dependent shall have any right, title or interest in the Trust Fund nor any right to contributions to be made thereto, nor any claim against any party on account thereof, except only as provided from time to time by this Trust Agreement. No contributions to be made hereunder shall be deemed wages due to Eligible Retirees.
2. The Trust Fund shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge by any person other than the Trustees and their duly authorized representatives, and by such Trustees or representatives, only to the extent and for the purposes as herein specifically provided, or as otherwise specifically authorized.
3. The Trust Fund shall be held and maintained for the exclusive benefit of the otherwise eligible retirees who are properly enrolled in any Retirees' Health Insurance Plan offered by PAC, and who qualify as eligible under eligibility rules and guidelines adopted by PAC.


4. The Trustees, by resolution, may authorize any Trustee or group of Trustees to execute any notice, certificate or other instrument in writing and all persons, partnerships, corporations or associations may rely thereupon that the execution of any such notice or instrument has been duly authorized and is binding on the Trust Fund and the Trustees.
5. The provisions of this Declaration of Trust shall be liberally construed in order to promote and effectuate the establishment and operation of the Trust Fund herein mentioned. The Trustees shall have the power to interpret, apply and construe the provision of this Declaration of Trust and Trust Fund, and any construction, interpretation and application adopted by the Trustees in good faith shall be binding upon PAC and all other persons who may be involved or affected.
6. In the event that any provision of the Declaration of Trust shall be held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provision of the Declaration of Trust; the provision of provisions held illegal or invalid shall be fully severable, and the Declaration of Trust shall be construed and enforced as if said illegal or invalid provisions had never been inserted hereto.
7. This Declaration of Trust is created and accepted in the Commonwealth of Massachusetts. All questions pertaining to its validity, construction, and administration shall be determined in accordance with the laws of the Commonwealth of Massachusetts. Further, venue for any action arising out this Declaration of Trust will lie exclusively in the state and federal courts of the Commonwealth of Massachusetts.
8. This Declaration of Trust and any amendments hereto may be executed in one or more counterparts. The signature of a party on any counterpart shall be sufficient evidence of his/her execution hereof. Each counterpart shall be deemed an original, but all of which shall constitute one and the same Agreement.

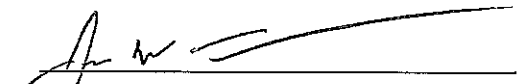
IN WITNESS WHEREOF, The undersigned do hereby set their hand and seals
this 2ND day of OCTOBER, 2014.


Chairperson

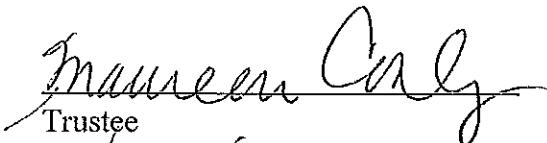

Trustee


Trustee

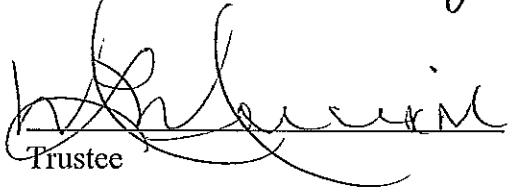

Trustee


Trustee

Trustee


Trustee

Trustee


Trustee

Trustee