Merrimac Select Board

Select Board Meeting

01/03/24

I. IN THE EVENT THAT THE BOARD CANNOT MEET IN PERSON, THEY WILL MEET REMOTELY, PURSUANT TO AN ACT EXTENDING CERTAIN COVID-19 MEASURES ADOPTED DURING THE STATE OF EMERGENCY INCLUDING AN EXTENSION, UNTIL MARCH 21,2025 , OF THE REMOTE MEETING PROVISIONS OF HIS MARCH 12, 2020, EXECUTIVE ORDER SUSPENDING CERTAIN PROVISIONS OF THE OPEN MEETING LAW. TO JOIN REMOTE MEETINGS: HTTPS://MEET.GOOGLE.COM/PAW-BTHX-HPK

II. CALL TO ORDER

PRESENT: Beaulieu, Manni, Gorzynski

ABSENT:

III. APPROVE AGENDA

1. Motion to approve agenda

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Ben Beaulieu, Selectman
SECONDER:	Irina Gorzynski, Member
AYES:	Beaulieu, Manni, Gorzynski

IV. APPROVAL OF PAYROLL AND VENDOR WARRANT OF DECEMBER 11, 2023 AND DECEMBER 22, 2023

1. Motion to approve

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Ben Beaulieu, Selectman
SECONDER:	Irina Gorzynski, Member
AYES:	Beaulieu, Manni, Gorzynski

V. CORRESPONDENCE

1. Salary Study
2. Tax Rate Approval Notification - Merrimac - 2024
3. UST Interim Final Rule _ SLFRF Money Update Guidance on ARPA Spending
4. MassDOT Fair Share Apportionment for Fiscal Year 2024
5. Nick O'Neill- Resignation 12.20.23
6. Whittier Tech Building Project Important Dates
7. Motion to file

No other correspondence discussed.

The location of this meeting is wheelchair accessible and reasonable accommodations will be provided to persons with disabilities requiring assistance. If you need a reasonable accommodation, please contact the Town of Merrimac's ADA Coordinator, Robert Sinibaldi, at least two business days in advance of the meeting: commissioner@townofmerrimac.com or 978-346-0525.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Ben Beaulieu, Selectman
SECONDER:	Irina Gorzynski, Member
AYES:	Beaulieu, Manni, Gorzynski

VI. OLD BUSINESS

VII. AGENDA ITEMS

1. Water and Sewer Lien Approval

Motion to sign

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Chris Manni, Chairman
SECONDER:	Ben Beaulieu, Selectman
AYES:	Beaulieu, Manni, Gorzynski

2. Initiate Negotiations for Michelle Barry's Contract

Beaulieu will meet with Michelle Barry.

3. Vincent Mitrano Town of Merrimac Resignation

Motion to accept the resignation

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Ben Beaulieu, Selectman
SECONDER:	Irina Gorzynski, Member
AYES:	Beaulieu, Manni, Gorzynski

4. Employee Evaluations

Police Chief Eric Shears has recommended all for performance increase. Motion for Armstrong, Morgan, and Sayers to receive the 1% increase respectively

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Ben Beaulieu, Selectman
SECONDER:	Irina Gorzynski, Member
AYES:	Beaulieu, Manni, Gorzynski

5. No Lake Access Signs 121123

Received the proposed format for the signs; informational sign will go through the DPW. Penney forwarded the information to Bob Sinibaldi.

6. Lease with Option to Purchase Agreement No. TE-2314 2023 Ford F-350 Truck

Motion for chair to sign lease with option to purchase agreement

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Ben Beaulieu, Selectman
SECONDER:	Irina Gorzynski, Member
AYES:	Beaulieu, Manni, Gorzynski

7. Select Board Budget Priorities

Manni drafted priorities with anticipation of receiving feedback from board members; Whittier is an enormous investment; 20.4 m for Merrimac; Whittier will be decided on Jan 23rd. Talking points: COLA, principal assessor, police officer, veterans' assistance. Beaulieu says Manni's draft was well written and appreciates Manni's work.

8. Discuss Whittier Building Project Vote-Election Mailing

The select board will send a special election mailer notice on behalf of the select board to residents in town. There are different rules for the election hours. Manni put together some information. Town Clerk Gwen Lay Sabbagh says it needs to be out soon as possible. Sabbagh provides two quotes include print and mail from Mass Mailers Plus. The election official cannot be sending the mailer. Manni just wants to get the info out. Beaulieu will see which size works best for the information they are trying to convey. Newburyport is holding an information night at the middle school in Newburyport on Jan 8; Motion that Beaulieu make decision on design/size, share with Gorzynski
Sabbagh reiterates that there isn't any vote by mail, but there is absentee voting

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Ben Beaulieu, Selectman
SECONDER:	Irina Gorzynski, Member
AYES:	Beaulieu, Manni, Gorzynski

9. MMA Announces New MMA-Suffolk Municipal Human Resources Seminar

Motion to approve application for MMA Suffolk Municipal Human Resources Seminar for Jen Penney

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Ben Beaulieu, Selectman
SECONDER:	Irina Gorzynski, Member
AYES:	Beaulieu, Manni, Gorzynski

10. Merrimac Catch Basins Projec-T French C2023-1555-1_122023

Disposing of the collected materials. Motion to approve

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Ben Beaulieu, Selectman
SECONDER:	Irina Gorzynski, Member
AYES:	Beaulieu, Manni, Gorzynski

11. Next Meeting Date

Next meeting Tuesday Jan. 16th.

12. Sidewalk Proposal

Motion to approve the snow agreement for the Merrimac sidewalks.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Ben Beaulieu, Selectman
SECONDER:	Irina Gorzynski, Member
AYES:	Beaulieu, Manni, Gorzynski

VIII. EXECUTIVE SESSION

1. 2. to Conduct Strategy Sessions in Preparation for Negotiations with Non-Union Personnel or to Conduct Collective Bargaining Sessions or Contract Negotiations with Non-Union Personnel.

at 7:35 pm. Roll call vote Manni-yes;Beaulieu-yes;Gorzynski-yes; motion passes

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Ben Beaulieu, Selectman
SECONDER:	Irina Gorzynski, Member
AYES:	Beaulieu, Manni, Gorzynski

3. 3. to Discuss Strategy with Respect to Collective Bargaining or Litigation If an Open Meeting May Have a Detrimental Effect on the Bargaining or Litigating Position of the Public Body and the Chair So Declares.

IX. ADJOURN

1. Motion to come out of executive session and to adjourn at 8:24 pm

Roll call vote Manni-yes;Beaulieu-yes;Gorzynski-yes; motion passes

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Ben Beaulieu, Selectman
SECONDER:	Irina Gorzynski, Member
AYES:	Beaulieu, Manni, Gorzynski

Agenda Item
Fire
01/03/24

Salary Study

Subject:

Discuss Staffing Challenges.

Attachments:

Groveland Salary Study results

Select Board letter 12.11.23

Summary of Salary Survey Maximum Pay Comparison

DEPARTMENT	EXISITING TITLE	GROVELAND MAXIMUM HOURLY RATE	SURVEY AVERAGE MAXIMUM	SURVEY MEDIAN MAXIMUM	GROVELAND MINUS AVERAGE MAXIMUM	GROVELAND MINUS MEDIAN MAXIMUM
Accountant	Town Accountant	$46.35	$54.94	$56.89	($8.59)	($10.54)
Assessor	Assessor	$35.37	$51.24	$50.60	($15.87)	($15.23)
Building	Building Commissioner/ Inspector	$45.63	$48.30	$46.02	($2.67)	($0.39)
Cemetery	Superintendent	$26.24				
COA	Director	$31.13	$40.86	$38.72	($9.73)	($7.59)
COA	Assistant Director	$30.03	$31.47	$30.63	($1.44)	($0.60)
COA	Outreach Worker	$20.39	$25.43	$26.23	($5.04)	($5.84)
Facilities	Facilities Coordinator	$21.51				
Fire	Chief	$40.45	$59.78	$62.06	($19.33)	($21.61)
Fire	Fire Lieutenant (FT)	$27.88	$33.20	$34.42	($5.32)	($6.54)
Fire	Firefighter (FT)	$26.44	$30.19	$30.49	($3.75)	($4.05)
Health	Health Agent	$41.62	$50.25	$47.99	($8.63)	($6.37)
Health	Public Nurse	$31.36	$48.33	$50.00	($16.97)	($18.64)
Health	Administrative Assistant	$23.24	$27.12	$26.05	($3.88)	($2.81)
Highway	Highway Superintendent	$45.74	$49.93	$48.31	($4.19)	($2.57)
Highway	Foreman/ Mechanic	$36.55	$33.62	$33.45	$2.93	$3.10
Highway	Senior Operator/ Driver/ Labor	$29.26	$27.79	$26.43	$1.47	$2.83
Library	Library Director	$35.57	$44.49	$44.99	($8.92)	($9.42)
Library	Adult Services & Outreach Coordinator	$21.06				
Library	Youth Services Librarian	$19.18	$27.47	$26.61	($8.29)	($7.43)
Library	Senior Library Assistant	$19.18				
Library	Library Assistant	$16.18	$19.75	$18.81	($3.57)	($2.63)
Planning	Town Planner/ Environmental Program Coordinator	$33.21	$44.65	$45.88	($11.44)	($12.67)
Police	Chief	$68.79	$70.63	$69.36	($1.84)	($0.56)
Police	Lieutenant	$54.55	$52.40	$53.60	$2.15	$0.95
Police	Administrative Sergeant	$49.46				
Police	Detective Sergeant	$41.40				
Police	Officer (FT)	$39.51	$36.26	$34.99	$3.25	$4.52
Police	Detective	$38.57	$38.35	$36.35	$0.22	$2.22

Attachment: Groveland Salary Study results (Salary Study)

DEPARTMENT	EXISITING TITLE	GROVELAND MAXIMUM HOURLY RATE	SURVEY AVERAGE MAXIMUM	SURVEY MEDIAN MAXIMUM	GROVELAND MINUS AVERAGE MAXIMUM	GROVELAND MINUS MEDIAN MAXIMUM
Police	Dispatcher (FT)	$26.09	$29.83	$30.53	($3.74)	($4.44)
Police	Emergency Management Director	$24.46				
Police	Animal Control Officer/ Animal Inspector	$24.46	$29.09	$27.31	($4.63)	($2.85)
Town Administrator	Town Administrator	$54.12	$76.04	$74.58	($21.92)	($20.46)
Town Clerk	Town Clerk	$30.52	$42.22	$43.27	($11.70)	($12.75)
Town Clerk	Assistant Town Clerk	$21.34	$30.93	$29.02	($9.59)	($7.68)
Treasurer/ Collector	Treasurer/ Tax Collector	$39.91	$48.44	$45.62	($8.53)	($5.71)
Treasurer/ Collector	Assistance Treasurer/ Tax Collector	$28.56	$33.31	$33.95	($4.75)	($5.39)
Water and Sewer Department/ Water	Superintendent/ Water Superintendent	$42.37	$50.81	$49.67	($8.44)	($7.30)
Water and Sewer Department/ Water	Office Manager/ Administrative Assistant	$33.29	$27.69	$28.23	$5.60	$5.07
Water and Sewer Department/ Water	Operator/ Licensed Operator	$32.12	$33.91	$33.25	($1.79)	($1.13)

Note: If row has no data, insufficient data was received to do analysis

Attachment: Groveland Salary Study results (Salary Study)

Merrimac Fire Department

16 East Main Street
Merrimac, MA 01860-2019
Office - 978-346-8211
Fax – 978-346-9227
Email – lfisher@merrimacfire.org

Larry S. Fisher
Fire Chief/EMD

I am requesting this meeting to discuss our staffing challenges and the rates that we paid staff members. I stated this conversation last more or less a couple of years ago, but specifically last year. I asked for a $2.00 per hour increase for each position, primarily to not get further behind other departments. As you know, the jobs verse available people market is slim. In the fire service where departments run an ambulance, it has become extremely competitive to acquire well-trained, knowledgeable staff. Like many small communities, we struggle to keep our people in this competition. My request was an attempt to stave off some of those job opportunities by at least keeping us somewhat close.

I have taken some steps to identify and confirm what I think the underlying issues are. One step in my process was to survey each of my staff with the same eleven questions, in a one on one/two setting. The process was open and free, meaning they didn't need to answer and were encouraged to expand on their answer or to have further conversation, if they needed to.

I have provided Chris with a summary of the results of the survey. At the end of the day, my staff doesn't feel valued by the management of the community. Primarily because they don't offer what they feel is a fair wage. They have been making it work so to speak, but the gap is very wide now. I have explained to them that it's just the beginning for us and that the Town is supportive but has limited resources. The bigger issue is that the industry is moving fast to retain and, in some cases, recover some people. We are way behind the wage category. I will include a recent wage study that was completed by the Town of Groveland that will support their position as it relates to wages.

As I have worked through this process and attempted to reassure my staff that we were working in a direction that would ultimately accomplish these

Attachment: Select Board letter 12.11.23 (Salary Study)

goals, the industry made some aggressive changes. The full-time staff has become harder and harder to retain after only a few short months. We have seen a few leave us and I learned today that one of our new hires is looking to only do per-diem. The per-diem model is a bear to manage and has a very limited number of people to work it.

The per-diem model is challenging because our people are getting promotions or getting better jobs, so their availability is less. We have lost the availability of eight per-diem and two full-time members in the last 6-8 months. They aren't all leaving because of money, but the money we pay just isn't enough to attract.

We are not losing these people because of any internal issues either. We are literally losing them for things we can't control, better opportunities, job promotions, and medical issues.

I am proposing a performance-based incentive, i.e. stipend. I propose to pay each member that has work per-diem and full-time, one dollar for each hour worked, from July 1, 2023, to date. I would also like to immediately hire a fifth full-time member to help offset the mandatory holdovers that are becoming required. It will not stop some of the holdovers from happening, but it will sure up some of our staffing shortfalls. The only other option will be to stop covering overnight 10pm-6am and shift I have identified funds in my budget this year to cover this year but will require an increase in next year's budget along with other structural changes that need to take place.

I want to reiterate that these challenges that are in front of us are not the result of members not having the desire, infighting or things like that. We very much have a dedicated group of people that are just at a point where the demand of family and work does not allow them to do more for our department.

I am happy to speak with any of you independently prior to the meeting to limit the overall time this may take. Please let me know if you desire.

Respectfully,

Larry S. Fisher

Attachment: Select Board letter 12.11.23 (Salary Study)

Merrimac Select Board

2 School Street

Merrimac, MA 01860

Meeting: 01/03/24 07:00 PM

Department: Merrimac Select Board

Category: Information

Prepared By: Jennifer Penney

SCHEDULED

Initiator: Jennifer Penney

Sponsors:

~~**CORRESPONDENCE (ID # 8462)**~~ ~~DOC ID: 8462~~

Tax Rate Approval Notification - Merrimac - 2024

From: recapdata@dor.state.ma.us
To: Carol McLeod - Finance (X3040); Anne Jim - Accounting (X3005); Jessica Finocchiaro - Accounting (X3005); Michelle Barry - Tax (X3091); Jennifer Penney - SELECT BOARD (X3080); selectman1@townofmerrimac.com old; Joyce Clohecy - Assessing (X3010); Heather Roche - Assessing (X3010); Edward Davis - Assessing (X3010); dlsgateway@dor.state.ma.us
Cc: colburnb@dor.state.ma.us
Subject: Tax Rate Approval Notification - Merrimac - 2024
Date: Wednesday, December 6, 2023 10:18:17 AM

Massachusetts Department of Revenue Division of Local Services

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Geoffrey E. Snyder, Commissioner of Revenue
Sean R. Cronin, Senior Deputy Commissioner of Local Services

Merrimac Assessors Date: 12/6/2023

Dear Assessors:

The Fiscal Year 2024 tax rate has been certified by the Bureau of Accounts for Merrimac.

The four pages of the Tax Rate Recapitulation form and the Levy Limit worksheet (not applicable to districts) are available on the Division of Local Services website:

Tax Rate Recapitulation Form

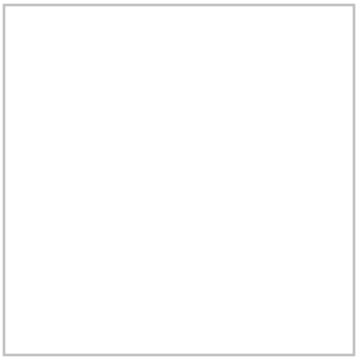
Levy Limit Worksheet

Page one of the Tax Rate Recapitulation form includes the Director of Accounts' electronic signature and the date of approval. This letter is your notification of approval pursuant to Massachusetts General Laws Chapter 59, section 23. Please forward copies of this notification to other officials as you deem appropriate.

We wish to thank you for your cooperation and assistance in the tax rate setting process.

Sincerely,

Attachment: Tax Rate Approval Notification - Merrimac - 2024 (Tax Rate Approval Notification - Merrimac - 2024)



Deborah A. Wagner
Director of Accounts
Massachusetts Department of Revenue

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this mail in error please notify the postmaster at dor.state.ma.us.

Attachment: Tax Rate Approval Notification - Merrimac - 2024 (Tax Rate Approval Notification - Merrimac - 2024)

Breakdown of Tax Rate for FY2024

Expenses	Omnibus	Special Articles & Overrides	Other Funding	Raise and Appropriate	% of Tax Rate	$ of Tax Rate
						$ 13.50
General Government	$ 1,322,545			$ 1,322,545	6.13%	**$ 0.83**
Public Safety	$ 2,721,650			$ 2,721,650	12.62%	**$ 1.70**
Health & Sanitation	$ 146,292			$ 146,292	0.68%	**$ 0.09**
Highway	$ 677,512	$ 185,000		$ 862,512	4.00%	**$ 0.54**
Public Assistance	$ 429,183			$ 429,183	1.99%	**$ 0.27**
Education	$ 11,988,839	$ 860,000		$ 12,848,839	59.60%	**$ 8.05**
Library	$ 354,691			$ 354,691	1.65%	**$ 0.22**
Cemetery	$ 70,207			$ 70,207	0.33%	**$ 0.04**
Parks & Rec	$ 11,520			$ 11,520	0.05%	**$ 0.01**
Town Gardens	$ 600			$ 600	0.00%	**$ 0.00**
Long Term Principal	$ 609,802			$ 609,802	2.83%	**$ 0.38**
Long Term Interest	$ 313,319			$ 313,319	1.45%	**$ 0.20**
Gen Govt Unclassfied	$ 1,558,060			$ 1,558,060	7.23%	**$ 0.98**
Trash	$ -	$ 310,000		$ 310,000	1.44%	**$ 0.19**
Total	**$ 20,204,220**	**$ 1,355,000**	**$ -**	**$ 21,559,220**	**100%**	
Cherry Sheet Offsets			$ (16,529)	$ 16,529		
Abatements			$ (70,979)	$ 70,979		
State Assessments			$ (117,469)	$ 117,469		
Local Receipts			$ 2,274,089	$ (2,274,089)		
Funds to Reduce Tax Levy			$ 38,000	$ (38,000)		
Cherry Sheet Receipts			$ 1,164,467	$ (1,164,467)		
Other Available Funds			$ 167,698	$ (167,698)		
Actual Tax Levy				**$ 18,119,943**		**$ 13.50**

	FY2023	FY2024	Change	Percentage
Average Single Family Home	$ 533,087	$ 621,118	$ 88,031.00	14.17%
Tax Rate	$ 14.77	$ 13.50	$ (1.27)	-9.41%
Average Tax Bill	$ 7,873.69	$ 8,385.09	$ 511.40	6.10%

Attachment: Tax Rate Breakdown (Tax Rate Approval Notification - Merrimac - 2024)

Merrimac Select Board

2 School Street

Merrimac, MA 01860

Meeting: 01/03/24 07:00 PM

Department: Merrimac Select Board

Category: Information

Prepared By: Jennifer Penney

SCHEDULED

Initiator: Jennifer Penney

Sponsors:

~~**CORRESPONDENCE (ID # 8461)**~~ ~~DOC ID: 8461~~

UST Interim Final Rule _ SLFRF Money Update Guidance on ARPA Spending

Merrimac Select Board

2 School Street

Merrimac, MA 01860

Meeting: 01/03/24 07:00 PM

Department: Merrimac Select Board

Category: Information

Prepared By: Jennifer Penney

Initiator: Jennifer Penney

Sponsors:

SCHEDULED

~~**CORRESPONDENCE (ID # 8459)**~~ ~~DOC ID: 8459~~

MassDOT Fair Share Apportionment for Fiscal Year 2024

Maura Healey, Governor
Kimberley Driscoll, Lieutenant Governor
Monica Tibbits-Nutt, Secretary & CEO

massDOT
Massachusetts Department of Transportation

December 11, 2023

Ben Beaulieu
Board of Selectmen Chair
2-8 School St.
Merrimac, MA 01860

Dear Ben Beaulieu,

We are pleased to announce that under the new administration of Governor Maura Healey and Lieutenant Governor Kim Driscoll, a total of $100 million for Fiscal Year 2024 has been allotted from the Fair Share Amendment to support local infrastructure across the Commonwealth's 351 cities and towns.

Passed by voters in 2022, the Fair Share Amendment requires that revenue raised by the 4% surtax on taxable income over $1 million be spent on public education and transportation. This apportionment continues to demonstrate the Administration's support in strengthening municipal partnerships and providing financial resources that support transportation improvements at the local level.

This letter certifies that your community's Fair Share apportionment for Fiscal Year 2024 is $112,745.00.

The Fair Share Amendment funds will be distributed to communities using two formulas. The first $50 million will be distributed using the traditional Chapter 90 formula based on local road mileage (58.33%), population (20.83%), and employment (20.83%). The other $50 million will be distributed using a formula based on each municipality's share of road mileage.

This apportionment will automatically be incorporated into your existing Chapter 90 contract with MassDOT with no further action by the municipality. Apportionments for all communities are available online at www.mass.gov/chapter-90-program. Please note that the bill enacting these funds has been signed; the funds are now available for municipal use.

We look forward to working with you in the coming year to continue the success of our municipal partnerships.

Sincerely,

Maura Healey
Governor

Kim Driscoll
Lieutenant Governor

Ten Park Plaza, Suite 4160, Boston, MA 0211(
Tel: 857-368-4636, TTY: 857-368-0655
mass.gov/massdot

Attachment: MassDOT Fair Share apportionment for Fiscal Year 2024 (MassDOT Fair Share Apportionment for Fiscal Year 2024)

Merrimac Select Board

2 School Street

Merrimac, MA 01860

Meeting: 01/03/24 07:00 PM

Department: Merrimac Select Board

Category: Personnel

Prepared By: Jennifer Penney

SCHEDULED

Initiator: Jennifer Penney

Sponsors:

~~**CORRESPONDENCE (ID # 8460)**~~ ~~DOC ID: 8460~~

Nick O'Neill- Resignation 12.20.23

Merrimac Select Board

2 School Street

Merrimac, MA 01860

Meeting: 01/03/24 07:00 PM

Department: Merrimac Select Board

Category: Information

Prepared By: Jennifer Penney

Initiator: Jennifer Penney

Sponsors:

SCHEDULED

~~**CORRESPONDENCE (ID # 8472)**~~ ~~DOC ID: 8472~~

Whittier Tech Building Project Important Dates

Whittier Regional Vocational Technical High School

115 Amesbury Line Road
Haverhill, MA 01830-1898
978-373-4101
Fax: 978-521-0260
www.whittiertech.org

Maureen Lynch
Superintendent

December 18, 2023

Dear Municipal Leaders,

We are happy to announce that on December 13, 2023, the Massachusetts School Building Authority ("MSBA") voted to approve the Whittier Regional Vocational Technical High School Project in the Whittier Regional Vocational Technical School District to replace the existing Whittier Regional Vocational Technical High School with a new facility serving grades 9-12 on the existing site.

Also, on December 13, 2023, Whittier's School Committee voted to approve a District-wide election on January 23, 2024 from 11 a.m. – 7 p.m. The election warrants which contain the polling locations for all districts were distributed to the city/town clerks on December 15, 2023. We have asked the clerks to notify us by email when the warrants have been publicly posted.

We are having a building tour on January 13, 2024 from 9 a.m. – 11 a.m. We encourage everyone to attend and see the school and have your questions answered. If you cannot be here on January 13th, we urge you to contact us with any questions you may have in regards to the Whittier Tech school building project. You can go on to our website at buildingthefutureofwhittier.org to locate an abundance of information regarding the project as well.

Sincerely,

Maureen Lynch
Superintendent

cc: Amesbury
Georgetown
Groveland
Haverhill
Ipswich
Merrimac
Newbury
Newburyport
Rowley
Salisbury
W. Newbury

Attachment: Whittier Tech Building Project Important Dates (Whittier Tech Building Project Important Dates)

Agenda Item
Public Works
01/03/24

Water and Sewer Lien Approval

Subject:

Attachments:

FY24-WATER LIENS

FY24 SEWER LIENS

FY 24 WATER LIENS -SIGNED

FY 24 SEWER LIENS-SIGNED

STATE TAX
FORM 30

Commonwealth of Massachusetts
Town of Merrimac
Office of the Water Department

CERTIFICATION OF UNPAID WATER LIEN ACCOUNTS TO THE BOARD OF ASSESSORS, CHAPTER 487-1954

TO THE BOARD OF ASSESSORS:

Date: December 13TH 2023

The Board of Selectmen, being the Board in charge of the **Water Department** or the Town Collector of Taxes of Merrimac, hereby certifies to you for commitment, pursuant to General Laws, Chapter 40, Section 42C, as amended, the following unpaid accounts for the purpose of establishing a lien on each of the hereinafter described parcels of real estate for overdue rates and charges, together with interest and costs, for water supplied or provided for or service rendered or materials furnished in connection therewith to or for such real estate.

Parcel ID	Bill Number	Page	Line	Owner of record on Jan 1st of the year this certificate is filed	Description of Real Estate (In case of Registered Land, Certificate of Tax Number)	Unpaid Water Rates & Charges	Interest (If Imposed by Regulation)	Costs	Total Amount Constituting Lien
93-1-479	7-3652			Bevilacqua, Roland	14 Attitash Ave	$ 155.61	$ 10.40		$ 166.01
13-1-11	15-6050			Pollman, William	8 Bartlett Street	$ 20.76	$ 1.39		$ 22.15
13-1-11	15-6060			Pollman, Keith	10 Bartlett Street	$ 26.52	$ 1.77		$ 28.29
61-3-115	2-700			Cadet, Nicholas	3 Belmore Road	$ 476.80	$ 46.03		$ 522.83
93-1-3	7-2100			Drivas, Melanie	7 Bisson Lane	$ 305.59	$ 5.60		$ 311.19
13-1-13	2-6550			21 Broad St Merrimac Realty Trust	21 Broad Street	$ 435.66	$ 3.76		$ 439.42
24-1-5.A	15-4407			Popsuj, Diane	10 Carriage Court	$ 948.67	$ 94.11		$ 1,042.78
7-3-12	2-500			Desmet, Caroline	15 Central Street	$ 196.19	$ 14.35		$ 210.54
52 1 21.A	6-850			Carroll, Gary	14 Champion Street	$ 249.76	$ 10.80		$ 260.56
64-1-55	13-750			Pierro, Corey	16 Chase Crescent	$ 210.54	$ 3.87		$ 214.41
2-1-7	4-1650			McKenna, Rosanne	61 Church Street	$ 417.47	$ 23.52		$ 440.99
49-1-11.B	2-4502			Ledoux, Richard	1 Colby Avenue	$ 1,147.68	$ 112.26		$ 1,259.94
93-1-72	7-600			Torosian, Thomas Raymond	1 Fern Avenue	$ 145.85	$ 11.39		$ 157.24
93-1-38	7-2600			Grant, Jennifer	6 Fern Avenue	$ 65.26	$ 1.84		$ 67.10
42-1-5.30	1-130			Sasso, Donna	30 Freedom Way	$ 142.69	$ 9.54		$ 152.23
9-3-2.A	3-50			Steiner, Suzanne	29 Grove Street	$ 278.76	$ 8.04		$ 286.80
89-1-21	5-2451			Lantigua, Jonathan	11 Harriman Rd	$ 284.04	$ 8.94		$ 292.98
11-2-10.B	4-1802			Dent, Shawn and Lisa	4 Heather Circle	$ 291.76	$ 19.51		$ 311.27
89-1-6	3-2850			Lupa, Brent	9 Highland Road	$ 205.49	$ 8.12		$ 213.61
94-1-140	7-6125			Williams, Laurie	11 Hillside Avenue	$ 291.51	$ 11.16		$ 302.67
1 3 2	8-290			Hartigan, James	1 Liberty Street	$ 515.00	$ 6.24		$ 521.24
29 1 19	15-700			Bragle, Lynette	9 Locust Grove Ave	$ 477.17	$ 25.50		$ 502.67
8-2-14	1-95			Armirault, Arthur Jr.	16 Orchard Street	$ 221.46	$ 13.96		$ 235.42
94-1-169	7-1760			Roberts, Matthew and Jennifer	6 Pleasantview Ave	$ 394.21	$ 8.64		$ 402.85
17-1-15	1-1550			Donahue, Robert	9 Prospect Hill	$ 135.00	$ 6.24		$ 141.24
38-1-9	6-1810			Glaser, Mark	97 River Road	$ 547.82	$ 6.21		$ 554.03
13-1-1-.2	2-3000			Fisher-Jamaouy, Michelle	32 School Street	$ 698.99	$ 32.14		$ 731.13
32-2-4.A	6-5753			Killian, Shelly	19 South Pleasant Street	$ 118.63	$ 10.69		$ 129.32
5-1-6	4-1330			Coco, David	27 Summer Street	$ 134.21	$ 9.00		$ 143.21
23-1-4	2-5410			Noble, Rendell	9 Union Street	$ 106.41	$ 6.62		$ 113.03
23-3-1	2-6250			Poor, Harold	6-8 Union Street	$ 332.51	$ 17.50		$ 350.01
64-1-3	1-4250			Mayer, Daniel	133 West Main Street	$ 430.48	$ 18.99		$ 449.47
64-1-26	13-5502			Etter, Trisha	1 West Parish Lane	$ 338.23	$ 3.79		$ 342.02
65A-2-27	5-3675			George, Mark	18 West Shore Road	$ 414.36	$ 35.42		$ 449.78
60-2-38	2-7850			Gibson, Margaret	6 Westminster Road	$ 37.85	$ 0.83		$ 38.68
60-2-41	2-2025			Drescher, David	8 Westminster Road	$ 524.64	$ 52.10		$ 576.74
11-3-1	3-2750			Vynorius, Larry	16 Winter Street	$ 129.24	$ 0.96		$ 130.20
20-1-3	3-3320			Horgan, Trish and Sean	38 Woodland St Ext	$ 528.19	$ 13.65		$ 541.84
					Total	$ 12,381.01	$ 674.88		**$ 13,055.89**

$ 13,055.89

Board of Selectmen, Merrimac MA

Total Number of Sheets Attached 1

(Signature of each member of the Board or of the Officer in Charge, with title)

This Form approved By Commissioner of Corporations and Taxation.

Form 1651
Revised 1965, Chap. 250

Attachment: FY24-WATER LIENS (Water and Sewer Lien Approval)

STATE TAX
FORM 30

Commonwealth of Massachusetts
Town of Merrimac
Office of the Sewer Department

CERTIFICATION OF UNPAID SEWER LIEN ACCOUNTS TO THE BOARD OF ASSESSORS, CHAPTER 487-1954

TO THE BOARD OF ASSESSORS:

Date: December 13TH 2023

The Board of Selectmen, being the Board in charge of the **Sewer Department** or the Town Collector of Taxes of Merrimac, hereby certifies to you for commitment, pursuant to General Laws, Chapter 40, Section 42C, as amended, the following unpaid accounts for the purpose of establishing a lien on each of the hereinafter described parcels of real estate for overdue rates and charges, together with interest and costs, for water supplied or provided for or service rendered or materials furnished in connection therewith to or for such real estate.

Parcel ID	Bill Number	Page	Line	Owner of record on Jan 1st of the year this certificate is filed	Description of Real Estate (In case of Registered Land Certificate of Tax Number)	Unpaid Sewer Rates & Charge	Interest (If Imposed Regulation)	Costs	Total Amount Constituting Lien
93-1-479	7-3652			Bevilacqua, Roland	14 Attitash Ave	$ 301.06	20.13		$ 321.19
13-1-11	15-6050			Pollman, William	8 Bartlett Street	$ 76.16	5.09		$ 81.25
13-1-11	15-6060			Pollman, Keith	10 Bartlett Street	$ 76.16	5.09		$ 81.25
61-3-115	2-700			Cadet, Nicholas	3 Belmore Road	$ 603.02	58.49		$ 661.51
93-1-3	7-2100			Drivas, Melanie	7 Bisson Lane	$ 376.61	6.91		$ 383.52
13-1-13	2-6550			21 Broad St Merrimac Realty T	21 Broad Street	$ 649.00	6.76		$ 655.76
24-1-5.A	15-4407			Popsuj, Diane	10 Carriage Court	$ 1,363.77	135.30		$ 1,499.07
7-3-12	2-500			Desmet, Caroline	15 Central Street	$ 276.54	20.76		$ 297.30
64-1-55	13-750			Pierro, Corey	16 Chase Crescent	$ 357.35	6.55		$ 363.90
2-1-7	4-1650			McKenna, Rosanne	61 Church Street	$ 417.03	28.64		$ 445.67
93-1-72	7-600			Torosian, Thomas Raymond	1 Fern Avenue	$ 304.64	23.75		$ 328.39
93-1-38	7-2600			Grant, Jennifer	6 Fern Avenue	$ 114.77	3.24		$ 118.01
42-1-5.30	1-130			Sasso, Donna	30 Freedom Way	$ 178.93	11.96		$ 190.89
3-1-16-.C	3-6200			Rich, Vanessa	22C Grove Street	$ 41.89	0.67		$ 42.56
9-3-2.A	3-50			Steiner, Suzanne	29 Grove Street	$ 248.42	9.78		$ 258.20
11-2-10.B	4-1802			Dent, Shawn and Lisa	4 Heather Circle	$ 376.95	25.19		$ 402.14
89-1-6	3-2850			Lupa, Brent	9 Highland Road	$ 610.66	24.10		$ 634.76
94-1-140	7-6125			Williams, Laurie	11 Hillside Avenue	$ 275.46	14.19		$ 289.65
1 3 2	8-290			Hartigan, James	1 Liberty Street	$ 379.64	31.70		$ 411.34
8-2-14	1-95			Armirault, Arthur Jr.	16 Orchard Street	$ 301.06	18.98		$ 320.04
94-1-169	7-1760			Roberts, Matthew and Jennifer	6 Pleasantview Ave	$ 577.63	12.65		$ 590.28
17-1-15	1-1550			Donahue, Robert	9 Prospect Hill	$ 379.64	31.70		$ 411.34
38-1-9	6-1810			Glaser, Mark	97 River Road	$ 743.95	9.57		$ 753.52
13-1-1-.2	2-3000			Fisher-Jamaouy, Michelle	32 School Street	$ 1,232.98	63.51		$ 1,296.49
32-2-4.A	6-5753			Killian, Shelly	19 South Pleasant Street	$ 228.48	20.91		$ 249.39
5-1-6	4-1330			Coco, David	27 Summer Street	$ 297.47	20.43		$ 317.90
23-1-4	2-5410			Noble, Rendell	9 Union Street	$ 152.32	9.48		$ 161.80
23-3-1	2-6250			Poor, Harold	6-8 Union Street	$ 636.56	33.49		$ 670.05
64-1-3	1-4250			Mayer, Daniel	133 West Main Street	$ 417.01	22.27		$ 439.28
64-1-26	13-5502			Etter, Trisha	1 West Parish Lane	$ 482.53	5.42		$ 487.95
65A-2-27	5-3675			George, Mark	18 West Shore Road	$ 392.40	32.86		$ 425.26
60-2-38	2-7850			Gibson, Margaret	6 Westminster Road	$ 121.47	2.66		$ 124.13
60-2-41	2-2025			Drescher, David	8 Westminster Road	$ 595.61	57.78		$ 653.39
11-3-1	3-2750			Vynorius, Larry	16 Winter Street	$ 292.24	2.16		$ 294.40
20-1-3	3-3320			Horgan, Trish and Sean	38 Woodland St Ext	$ 515.29	15.52		$ 530.81
						$ 14,394.70	797.69		**$ 15,192.39**

Board of Selectmen, Merrimac MA

Total Number of Sheets Attached 1

(Signature of each member of the Board or of the Officer in Charge, with title)

This Form approved By Commissioner of Corporations and Taxation.

Form 1651
Revised 1965, Chap. 250

Attachment: FY24 SEWER LIENS (Water and Sewer Lien Approval)

STATE TAX
FORM 30

Commonwealth of Massachusetts
Town of Merrimac
Office of the Water Department

CERTIFICATION OF UNPAID WATER LIEN ACCOUNTS TO THE BOARD OF ASSESSORS, CHAPTER 487-1954
PAGE 1

TO THE BOARD OF ASSESSORS:

Date: December 13TH 2023

The Board of Selectmen, being the Board in charge of the **Water Department** or the Town Collector of Taxes of Merrimac, hereby certifies to you for commitment, pursuant to General Laws, Chapter 40, Section 42C, as amended, the following unpaid accounts for the purpose of establishing a lien on each of the hereinafter described parcels of real estate for overdue rates and charges, together with interest and costs, for water supplied or provided for or service rendered or materials furnished in connection therewith to or for such real estate.

Parcel ID	Bill Number	Page	Line	Owner of record on Jan 1st of the year this certificate is filed	Description of Real Estate (In case of Registered Land, Certificate of Tax Number)	Unpaid Water Rates & Charges	Interest (If Imposed by Regulation)	Costs	Total Amount Constituting Lien
93-1-479	7-3652			Bevilacqua, Roland	14 Attitash Ave	$ 155.61	$ 10.40		$ 166.01
13-1-11	15-6050			Pollman, William	8 Bartlett Street	$ 20.76	$ 1.39		$ 22.15
13-1-11	15-6060			Pollman, Keith	10 Bartlett Street	$ 26.52	$ 1.77		$ 28.29
61-3-115	2-700			Cadet, Nicholas	3 Belmore Road	$ 476.80	$ 46.03		$ 522.83
93-1-3	7-2100			Drivas, Melanie	7 Bisson Lane	$ 305.59	$ 5.60		$ 311.19
13-1-13	2-6550			21 Broad St Merrimac Realty Trust	21 Broad Street	$ 435.66	$ 3.76		$ 439.42
24-1-5.A	15-4407			Popsuj, Diane	10 Carriage Court	$ 948.67	$ 94.11		$ 1,042.78
7-3-12	2-500			Desmet, Caroline	15 Central Street	$ 196.19	$ 14.35		$ 210.54
52 1 21.A	6-850			Carroll, Gary	14 Champion Street	$ 249.76	$ 10.80		$ 260.56
64-1-55	13-750			Pierro, Corey	16 Chase Crescent	$ 210.54	$ 3.87		$ 214.41
2-1-7	4-1650			McKenna, Rosanne	61 Church Street	$ 417.47	$ 23.52		$ 440.99
49-1-11.B	2-4502			Ledoux, Richard	1 Colby Avenue	$ 1,147.68	$ 112.26		$ 1,259.94
93-1-72	7-600			Toroslan, Thomas Raymond	1 Fern Avenue	$ 145.85	$ 11.39		$ 157.24
93-1-38	7-2600			Grant, Jennifer	6 Fern Avenue	$ 65.26	$ 1.84		$ 67.10
42-1-5.30	1-130			Sasso, Donna	30 Freedom Way	$ 142.69	$ 9.54		$ 152.23
9-3-2.A	3-50			Steiner, Suzanne	29 Grove Street	$ 278.76	$ 8.04		$ 286.80
89-1-21	5-2451			Lantigua, Jonathan	11 Harriman Rd	$ 284.04	$ 8.94		$ 292.98
11-2-10.B	4-1802			Dent, Shawn and Lisa	4 Heather Circle	$ 291.76	$ 19.51		$ 311.27
89-1-6	3-2850			Lupa, Brent	9 Highland Road	$ 205.49	$ 8.12		$ 213.61
94-1-140	7-6125			Williams, Laurie	11 Hillside Avenue	$ 291.51	$ 11.16		$ 302.67
1 3 2	8-290			Hartigan, James	1 Liberty Street	$ 515.00	$ 6.24		$ 521.24
29 1 19	15-700			Bragle, Lynette	9 Locust Grove Ave	$ 477.17	$ 25.50		$ 502.67
8-2-14	1-95			Armirault, Arthur Jr.	16 Orchard Street	$ 221.46	$ 13.96		$ 235.42
94-1-169	7-1760			Roberts, Matthew and Jennifer	6 Pleasantview Ave	$ 394.21	$ 8.64		$ 402.85
17-1-15	1-1550			Donahue, Robert	9 Prospect Hill	$ 135.00	$ 6.24		$ 141.24
38-1-9	6-1810			Glaser, Mark	97 River Road	$ 547.82	$ 6.21		$ 554.03
13-1-1-.2	2-3000			Fisher-Jamaouy, Michelle	32 School Street	$ 698.99	$ 32.14		$ 731.13
32-2-4.A	6-5753			Killian, Shelly	19 South Pleasant Street	$ 118.63	$ 10.69		$ 129.32
5-1-6	4-1330			Coco, David	27 Summer Street	$ 134.21	$ 9.00		$ 143.21
23-1-4	2-5410			Noble, Rendell	9 Union Street	$ 106.41	$ 6.62		$ 113.03
23-3-1	2-6250			Poor, Harold	6-8 Union Street	$ 332.51	$ 17.50		$ 350.01
64-1-3	1-4250			Mayer, Daniel	133 West Main Street	$ 430.48	$ 18.99		$ 449.47
64-1-26	13-5502			Etter, Trisha	1 West Parish Lane	$ 338.23	$ 3.79		$ 342.02
65A-2-27	5-3675			George, Mark	18 West Shore Road	$ 414.36	$ 35.42		$ 449.78
60-2-38	2-7850			Gibson, Margaret	6 Westminster Road	$ 37.85	$ 0.83		$ 38.68
60-2-41	2-2025			Drescher, David	8 Westminster Road	$ 524.64	$ 52.10		$ 576.74
11-3-1	3-2750			Vynorius, Larry	16 Winter Street	$ 129.24	$ 0.96		$ 130.20
20-1-3	3-3320			Horgan, Trish and Sean	38 Woodland St Ext	$ 528.19	$ 13.65		$ 541.84
					Total	$ 12,381.01	$ 674.88		$ 13,055.89

$ 13,055.89

Board of Selectmen, Merrimac MA

Total Number of Sheets Attached 1

(Signature of each member of the Board or of the Officer in Charge, with title)

This Form approved By Commissioner of Corporations and Taxation.

Form 1651
Revised 1965, Chap. 250

Attachment: FY 24 WATER LIENS -SIGNED (Water and Sewer Lien Approval)

STATE TAX
FORM 30

Commonwealth of Massachusetts
Town of Merrimac
Office of the Sewer Department

CERTIFICATION OF UNPAID SEWER LIEN ACCOUNTS TO THE BOARD OF ASSESSORS, CHAPTER 487-1954

PAGE 1

TO THE BOARD OF ASSESSORS:
Date: December 13TH 2023

The Board of Selectmen, being the Board in charge of the **Sewer Department** or the Town Collector of Taxes of Merrimac, hereby certifies to you for commitment, pursuant to General Laws, Chapter 40, Section 42C, as amended, the following unpaid accounts for the purpose of establishing a lien on each of the hereinafter described parcels of real estate for overdue rates and charges, together with interest and costs, for water supplied or provided for or service rendered or materials furnished in connection therewith to or for such real estate.

Parcel ID	Bill Number	Page	Line	Owner of record on Jan 1st of the year this certificate is filed	Description of Real Estate (In case of Registered Land Certificate of Tax Number)	Unpaid Sewer Rates & Charge	Interest (If imposed Regulation)	Costs	Total Amount Constituting Lien
93-1-479	7-3652			Bevilacqua, Roland	14 Attitash Ave	$ 301.06	20.13		$ 321.19
13-1-11	15-6050			Pollman, William	8 Bartlett Street	$ 76.16	5.09		$ 81.25
13-1-11	15-6060			Pollman, Keith	10 Bartlett Street	$ 76.16	5.09		$ 81.25
61-3-115	2-700			Cadet, Nicholas	3 Belmore Road	$ 603.02	58.49		$ 661.51
93-1-3	7-2100			Drivas, Melanie	7 Bisson Lane	$ 376.61	6.91		$ 383.52
13-1-13	2-6550			21 Broad St Merrimac Realty Tr	21 Broad Street	$ 649.00	6.76		$ 655.76
24-1-5.A	15-4407			Popsuj, Diane	10 Carriage Court	$ 1,363.77	135.30		$ 1,499.07
7-3-12	2-500			Desmet, Caroline	15 Central Street	$ 276.54	20.76		$ 297.30
64-1-55	13-750			Pierro, Corey	16 Chase Crescent	$ 357.35	6.55		$ 363.90
2-1-7	4-1650			McKenna, Rosanne	61 Church Street	$ 417.03	28.64		$ 445.67
93-1-72	7-600			Torosian, Thomas Raymond	1 Fern Avenue	$ 304.64	23.75		$ 328.39
93-1-38	7-2600			Grant, Jennifer	6 Fern Avenue	$ 114.77	3.24		$ 118.01
42-1-5.30	1-130			Sasso, Donna	30 Freedom Way	$ 178.93	11.96		$ 190.89
3-1-16-.C	3-6200			Rich, Vanessa	22C Grove Street	$ 41.89	0.67		$ 42.56
9-3-2.A	3-50			Steiner, Suzanne	29 Grove Street	$ 248.42	9.78		$ 258.20
11-2-10.B	4-1802			Dent, Shawn and Lisa	4 Heather Circle	$ 376.95	25.19		$ 402.14
89-1-6	3-2850			Lupa, Brent	9 Highland Road	$ 610.66	24.10		$ 634.76
94-1-140	7-6125			Williams, Laurie	11 Hillside Avenue	$ 275.46	14.19		$ 289.65
1 3 2	8-290			Hartigan, James	1 Liberty Street	$ 379.64	31.70		$ 411.34
8-2-14	1-95			Armirault, Arthur Jr.	16 Orchard Street	$ 301.06	18.98		$ 320.04
94-1-169	7-1760			Roberts, Matthew and Jennifer	6 Pleasantview Ave	$ 577.63	12.65		$ 590.28
17-1-15	1-1550			Donahue, Robert	9 Prospect Hill	$ 379.64	31.70		$ 411.34
38-1-9	6-1810			Glaser, Mark	97 River Road	$ 743.95	9.57		$ 753.52
13-1-1-.2	2-3000			Fisher-Jamaouy, Michelle	32 School Street	$ 1,232.98	63.51		$ 1,296.49
32-2-4.A	6-5753			Killian, Shelly	19 South Pleasant Street	$ 228.48	20.91		$ 249.39
5-1-6	4-1330			Coco, David	27 Summer Street	$ 297.47	20.43		$ 317.90
23-1-4	2-5410			Noble, Rendell	9 Union Street	$ 152.32	9.48		$ 161.80
23-3-1	2-6250			Poor, Harold	6-8 Union Street	$ 636.56	33.49		$ 670.05
64-1-3	1-4250			Mayer, Daniel	133 West Main Street	$ 417.01	22.27		$ 439.28
64-1-26	13-5502			Etter, Trisha	1 West Parish Lane	$ 482.53	5.42		$ 487.95
65A-2-27	5-3675			George, Mark	18 West Shore Road	$ 392.40	32.86		$ 425.26
60-2-38	2-7850			Gibson, Margaret	6 Westminster Road	$ 121.47	2.66		$ 124.13
60-2-41	2-2025			Drescher, David	8 Westminster Road	$ 595.61	57.78		$ 653.39
11-3-1	3-2750			Vynorius, Larry	16 Winter Street	$ 292.24	2.16		$ 294.40
20-1-3	3-3320			Horgan, Trish and Sean	38 Woodland St Ext	$ 515.29	15.52		$ 530.81
						$ 14,394.70	797.69		$ 15,192.39

Board of Selectmen, Merrimac MA

Total Number of Sheets Attached 1

(Signature of each member of the Board or of the Officer in Charge, with title)

This Form approved By Commissioner of Corporations and Taxation.

Form 1651
Revised 1965, Chap. 250

Attachment: FY 24 SEWER LIENS-SIGNED (Water and Sewer Lien Approval)

Agenda Item
Merrimac Select Board
01/03/24

Initiate Negotiations for Michelle Barry's Contract

Subject:

Agenda Item
Merrimac Select Board
01/03/24

Vincent Mitrano Town of Merrimac Resignation

Subject:

Agenda Item
Merrimac Select Board
01/03/24

Employee Evaluations

Subject:

Attachments:

Employee Evaluations

From: Eric M. Shears
To: Jennifer Penney - SELECT BOARD (X3080)
Subject: Employee Evaluations
Date: Thursday, December 14, 2023 10:43:14 AM
Attachments: Armstrong Review 12.5.23.pdf
Morgan Review 12.5.23.pdf
Sayers Review 12.11.23.pdf

Good afternoon,

I have attached (3) Performance Evaluations to this email for my full-time dispatch staff. Our Evaluation Form differs from the Town's Form in both content and rating.

1. **Dispatcher Armstrong** was evaluated by Dispatch Supervisor Mark Sayers on 12/05/2023. The employees overall rated performance of Dispatcher Armstrong was Satisfactory (Meets Standards – Performance consistently meets job requirements. Achieves performance goals and objectives as expected) and Above Average (Exceeds Standards – Performance is consistently above adequate skills levels. Achieves performance goals and objectives often beyond expectations).

   Therefore, I would recommend to the Select Board that the employee receives a performance salary increase, up to 1% of employee's pay to be added to employee's hourly rate.

   Dispatcher Armstrong's full-time anniversary date is 12-5-2020. Her performance increase should be effective 12-5-2023.

2. **Dispatcher Morgan** was evaluated by Dispatch Supervisor Mark Sayers on 12/05/2023. The employees overall rated performance of Dispatcher Morgan was Satisfactory (Meets Standards – Performance consistently meets job requirements. Achieves performance goals and objectives as expected) and Above Average (Exceeds Standards – Performance is consistently above adequate skills levels. Achieves performance goals and objectives often beyond expectations).

   Therefore, I would recommend to the Select Board that the employee receives a performance salary increase, up to 1% of employee's pay to be added to employee's hourly rate.

   Dispatcher Morgan's full-time anniversary date is 08-21-2021. Her performance increase should be effective 8-21-23 as the contract was signed on 08-08-2023.

3. **Dispatch Supervisor Sayers** was evaluated by me on 12/11/2023. The employees overall rated performance of Supervisor Sayers was Satisfactory (Meets Standards – Performance consistently meets job requirements. Achieves performance goals and objectives as expected) and Above Average (Exceeds Standards – Performance is consistently above adequate skills levels. Achieves performance goals and objectives often beyond expectations).

   Therefore, I would recommend to the Select Board that the employee receives a performance salary increase, up to 1% of employee's pay to be added to employee's hourly rate.

Attachment: Employee Evaluations (Employee Evaluations)

Supervisor Sayers' full-time anniversary date is 03-13-2016. His performance increase will be effective 3-13-24.

I have included the language from the Dispatcher's Employee Agreement regarding Performance Evaluations for your reference.

SECTION 5

PERFORMANCE EVALUATIONS

All bargaining unit members shall be formally evaluated annually, on or before the employee's anniversary date, utilizing the Town of Merrimac Employee Performance Appraisal form. Each employee shall be given a dated copy of each written evaluation within five (5) calendar days after its completion and within five (5) calendar days of receiving the evaluation the employee may have the right to discuss the evaluation with the Chief. The employee may attach written comments to the formal evaluation. The primary purpose of an evaluation is to improve the performance of employees.

If the employee's SUMMARY EVALUATION FOR THE REVIEW PERIOD indicates that the employee's overall performance was Satisfactory, Above Average or Outstanding, the Department Head may recommend to the Select Board that the employee received a performance salary increase, up to 1% of employee's pay to be added to employee's hourly rate. Performance increases are not automatic but are based on individual merit and Department Heads are encouraged to recognize differences in performance levels in recommending increases. Annual performance salary increases shall be based on the employee's performance and the Town's established annual salary increase guidelines. Annual performance salary increases are awarded on the employee's anniversary date.

Compliance with this Section shall be grievable but not arbitral, provided, however, that compliance with any written settlement of a grievance under this Article shall be arbitral.

Thank you,

Eric M. Shears
Chief of Police
Merrimac Police Department
2 Jana Way
Merrimac, MA 01860
(978) 346-8321 – P
(978) 346-0592 – F
eshears@merrimacpolice.org

"Be Nice, Stay Positive, Work as a Team, & Do your Job!"

Attachment: Employee Evaluations (Employee Evaluations)

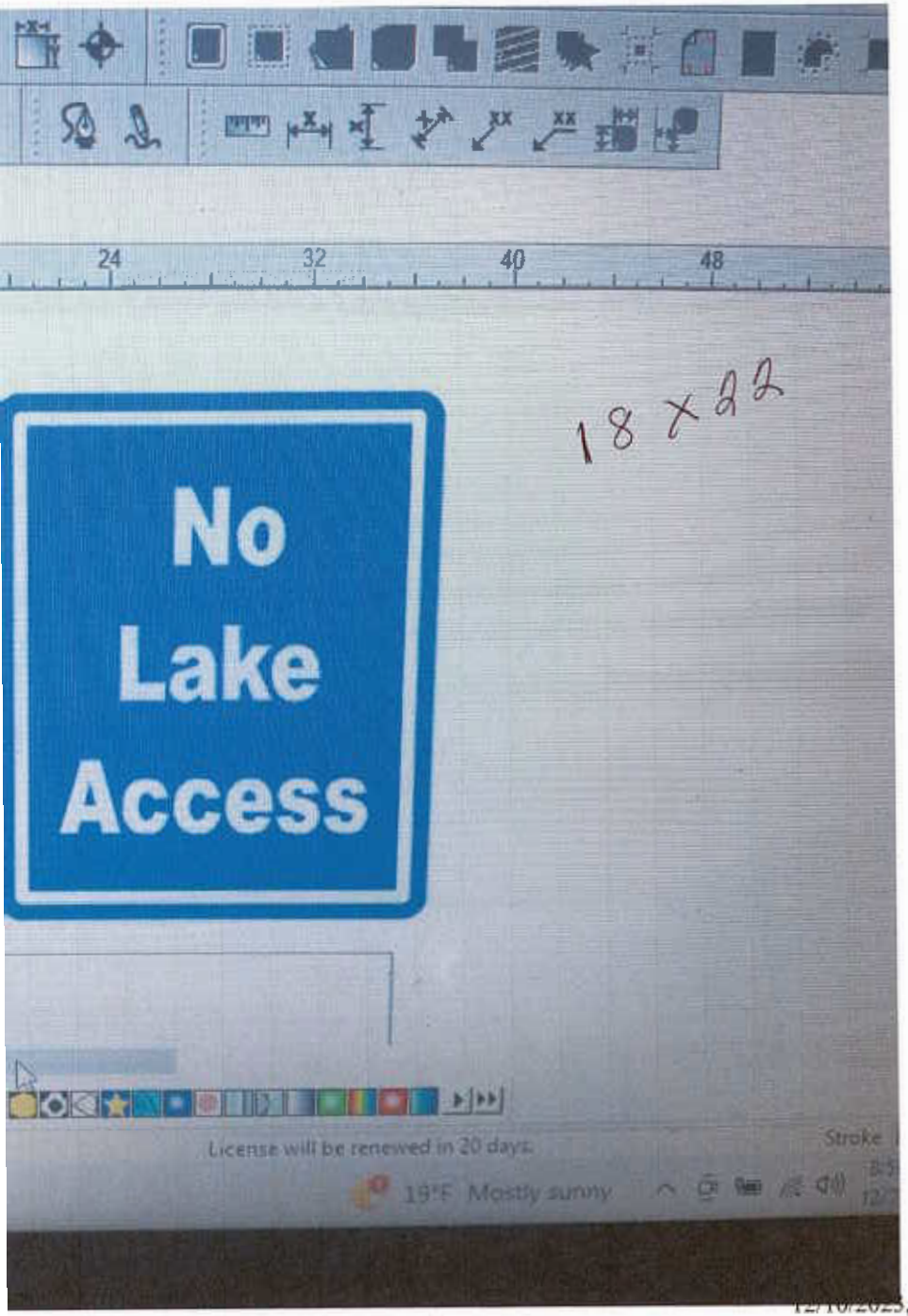
Agenda Item
Merrimac Select Board
01/03/24

No Lake Access Signs 121123

Subject:

Attachments:

No Lake Access Signs 121123_Redacted



I was in the selectmen meeti
on 11-22-23 requesting
permission to put a sign up
at the beginning of West Shore
Rd. & Lane to Acres.
Attached is a copy of the sign
It would be 18 x 22 and the
Lake Attitash Assoc. will pay
for it & install it on the same
post with the Watershed sign.
You wanted a copy of the sign,
the size (18" x 22"), and where we
would post it. If you have any
questions, I can be reached on my
[redacted]

Betty Stroguy
63 West Shore Rd
Merrimac.

Attachment: No Lake Access Signs 121123_Redacted (No Lake Access Signs 121123)

Agenda Item
Merrimac Select Board
01/03/24

Lease with Option to Purchase Agreement No. TE-2314 2023 Ford F-350 Truck

Subject:

Attachments:

Option to Purchase Agreement No. TE-2314 2023 F350 Truck 121923

All American Investment Group

Private Investment Banking

December 18, 2023

Carol McLeod, Town Administrator
Town of Merrimac
2-8 School St.
Merrimac, Massachusetts 01860

Dear Carol McLeod, Town Administrator:

Enclosed please find a scanned copy of Schedule No. 2 dated December 15, 2023 of our Lease with Option to Purchase Agreement No. TE-2314 dated May 15, 2023 for the financing of One (1) New 2023 Ford F-350 Truck. Please print out **two (2)** sets to be executed and returned (No Two-Sided Copies).

In addition, the invoice for the $200.00 documentation fee indicated in our proposal is included. This invoice is payable at contract signing. Please include this payment when you return the documentation to our office.

The documentation may look complicated; however, it has been made as simple as possible given the legal requirements to be met in order for All American Investment Group, LLC ("ALL AMERICAN") to provide this financing on a tax-exempt basis. A Documentation Instruction checklist is provided to assist in this process. **Please sign the documentation in blue ink.**

For ALL AMERICAN to provide a timely funding for this transaction, we request the following:

1. **This is Schedule 2, dated December 15, 2023 to the Master Lease with Option to Purchase Agreement dated May 15, 2023. If you need a copy of the Master Lease Agreement for your file, please contact me and I will forward it to you immediately.**

2. The Lease with Option to Purchase Agreement sets forth the list of closing documents required to complete this transaction:

   Exhibit A, Schedule of Property – Verify the equipment description, location and the fiscal period. Please execute at the bottom of the page.

   Exhibit B, Payment Schedule – Please execute at the bottom of the page. I have included an invoice for the payment due at Closing for the Equipment listed on Exhibit A.

   Exhibit C, Acceptance of Obligation – Please execute at the bottom of the page.

   Exhibit D, Opinion of Lessee's Counsel – This should be provided on your attorney's letterhead using the format provided. *If counsel would like changes made to the opinion, he/she must first contact ALL AMERICAN INVESTMENT GROUP to discuss.* The legal opinion should be addressed to All American Investment Group, LLC N7818 State Park Rd., Sherwood, WI 54169.

Attachment: Option to Purchase Agreement No. TE-2314 2023 F350 Truck 121923 (Lease with Option to Purchase Agreement No. TE-2314 2023

Exhibit E, Lessee Resolution – Use the format provided, or attach a statement authorizing the transaction and the individual(s) responsible for signing and witnessing/countersigning. Type in, or print, the date of the meeting at which the purchase was approved. The name of the person who has signed the Agreement has been typed in the first signature block, along with their title. *In Section 3, a person different than the Agreement signer and the Board member who signed the first signature block in Section 3, must sign the second signature block where provided, please type authorized person's name and title. The third person is attesting the signatures of the signers above; please type this person's name and title.* A copy of the Board minutes is also appreciated.

Exhibit F, Officers Certificate - *Complete sections 6, 7 and 8.* Please execute at the bottom of the page.

Exhibit G, Bank Qualified Certificate – Must be signed by the person who has executed the Agreement.

Exhibit H, Insurance Coverage Requirements – Please ***verify*** your insurance carrier or self-insurance information listed. *A Certificate of Property/Liability Insurance listing All American Investment Group, LLC N7818 State Park Rd., Sherwood, WI 54169 as additional insured and loss payee is due upon your acceptance of the equipment.*

Exhibit I, Certificate of Acceptance – *This Certificate is due upon the acceptance of all delivered equipment under Exhibit A.* At that time, this form must be signed and dated by an authorized person for Lessee and returned to All American.

Exhibit J, Payment Request Form – This form is to be used to authorize All American to make a payment to the Vendor for the equipment listed on Exhibit A. Once you are ready to make a payment to the Vendor, this form will need to be completed as follows:

- *The amount being disbursed to a vendor must be filled in under section 1.*
- *The name and address of the vendor to be paid must be filled in under section 2.*
- *Must be signed and dated by an authorized person for Lessee.*

Ancillary Documents:

Lessee Invoice Information Form – to insure prompt, accurate invoicing please complete the entire form.

Form 8038-GC/, Information Return for Tax Exempt Governmental Obligations and Instructions:

- Verify Part I & II
- Sign & Date

Attachment: Option to Purchase Agreement No. TE-2314 2023 F350 Truck 121923 (Lease with Option to Purchase Agreement No. TE-2314 2023

Please print out and execute ***two (2)*** *sets of original documents (No Two-Sided Copies).* ***As soon as you have them complete, please scan one complete set to our office for review****. We can then address anything that needs to be remedied prior to you sealing the return envelope.*

Please return both sets of original documents via traceable delivery (e.g. FedEx, USPS or UPS) within 30 days to our office at the following address: All American Investment Group, LLC, N7818 State Park Rd., Sherwood, WI 54169.

Following funding, All American will return one fully executed set to you for your files.

Please feel free to contact me at (800) 899-9404 with any questions concerning your documentation or if you would like to schedule a time to go through the entire package.

Sincerely,

Ann Hensley

Office Manager

Enclosures

N7818 State Park Rd., Sherwood, WI 54169
303-623-5100
1-800-899-9404
620-216-8494 Fax

Attachment: Option to Purchase Agreement No. TE-2314 2023 F350 Truck 121923 (Lease with Option to Purchase Agreement No. TE-2314 2023

Invoice No. TE-2314.2-DF

ALL AMERICAN INVESTMENT GROUP

INVOICE

TO: Town of Merrimac
2-8 School St.
Merrimac, Massachusetts 01860
Attn: Chris Manni, Chairman

Agreement No. TE-2314
Schedule No. 2

REMIT TO: All American Investment Group, LLC
N7818 State Park Rd.
Sherwood, WI 54169

RE: Schedule Number 2, dated December 15, 2023 of Lease With Option to Purchase Agreement Number TE-2314 dated as of May 15, 2023, between All American Investment Group, LLC (Lessor) and Town of Merrimac (Lessee)

Payment Number	Due Date	Payment Amount
Documentation Fee	At Contract Signing	$200.00

Total Due: $200.00

Equipment: One (1) New 2023 Ford F-350 Truck

Thank you

N7818 State Park Rd. Sherwood, WI 54169
303-623-5100
1-800-899-9404
1-620-216-8494 New Fax

Attachment: Option to Purchase Agreement No. TE-2314 2023 F350 Truck 121923 (Lease with Option to Purchase Agreement No. TE-2314 2023

Documentation Instructions

The instructions listed below should be followed when completing the enclosed documentation. Documentation completed improperly will delay funding. If you have any questions regarding the instructions or the documentation, please call us. ALL ORIGINAL DOCUMENTATION MUST BE RETURNED TO ALL AMERICAN INVESTMENT GROUP, LLC WITHIN 30 DAYS PRIOR TO FUNDING. A fully executed set of documents will be returned to you.

LEASE WITH OPTION TO PURCHASE AGREEMENT No. TE-2314 Schedule No. 2

☐ **Exhibit A, Schedule of Property**
- ✓ *Please verify the equipment list, the equipment location and the fiscal period dates. Make changes as necessary.*
- ✓ *To be signed and dated upon verification of all information.*

☐ **Exhibit B, Payment Schedule**
- ✓ *To be signed and dated.*

☐ **Exhibit C, Acceptance of Obligation**
- ✓ *To be signed and dated.*

☐ **Exhibit D, Opinion of Counsel**
- ✓ *Please request that your legal counsel review and retype Exhibit D on his/her letterhead.*
- ✓ *Legal counsel shall not alter the opinion. If counsel would like changes made to the opinion, he/she must first contact ALL AMERICAN INVESTMENT GROUP.*

☐ **Exhibit E, Lessee Resolution**
- ✓ *Type in or print the date of the meeting in which the financing was approved.*
- ✓ *The name of the person who has signed the Agreement has been typed in the first signature block, along with their title.*
- ✓ ***A different authorized person** must sign the second signature block where provided.*
- ✓ *Please type authorized person's name and title.*
- ✓ ***A third person must attest the signatures**. Please type this person's name and title.*

☐ **Exhibit F, Officers Certificate**
- ✓ ***Complete sections 6, 7 and 8.***
- ✓ *To be signed and dated.*

☐ **Exhibit G, Bank Qualified Certificate**
- ✓ *Must be signed by the person who has executed the Agreement.*

☐ **Exhibit H, Insurance Requirements**
- ✓ *Please **verify** your insurance carrier or self-insurance information.*
- ✓ *A Certificate of Insurance Listing All American Investment Group, LLC and/or its Assigns N7818 State Park Rd., Sherwood, Wisconsin 54169 as additional insured and loss payee is due upon the acceptance of the equipment.*

☐ **Exhibit I, Certificate of Acceptance –**
- ✓ *This Certificate is due upon your acceptance of all delivered equipment under Exhibit A.*
- ✓ *Must be signed and dated by an authorized person for Lessee.*

Attachment: Option to Purchase Agreement No. TE-2314 2023 F350 Truck 121923 (Lease with Option to Purchase Agreement No. TE-2314 2023

☐ **Exhibit J, Payment Request Form –**
- ✓ *The amount being disbursed to a vendor must be filled in under section 1.*
- ✓ *The name and address of the vendor to be paid must be filled in under section 2.*
- ✓ *To be signed and dated by an authorized person for Lessee*

☐ **Lessee Invoice Information**
- ✓ *Please provide us with your invoicing information for your lease payments due*

☐ **8038 GC – IRS FORM and Instruction**
- ✓ *Verify I & II*
- ✓ *Sign and Date*

Attachment: Option to Purchase Agreement No. TE-2314 2023 F350 Truck 121923 (Lease with Option to Purchase Agreement No. TE-2314 2023

Agreement No. TE-2314
Schedule No. 2

EXHIBIT A
SCHEDULE OF PROPERTY

RE: Schedule Number 2, dated December 15, 2023 of Lease With Option to Purchase Agreement Number TE-2314 dated as of May 15, 2023, between All American Investment Group, LLC (Lessor) and Town of Merrimac (Lessee)

---

1. Defined Terms. All terms used herein have the meanings ascribed to them in the above-referenced Lease With Option To Purchase Agreement (the "Equipment Lease").

2. Equipment. The following items of Equipment are hereby included under this Schedule of the Lease With Option To Purchase Agreement.

Quantity	Description / Model No.
One (1)	New 2023 Ford F-350 Truck

Location: 4 School Blvd., Merrimac, MA 01860

Lessee's current Fiscal Period extends from July 1 to June 30.

3. Payment Schedule.

(a) Rental Payments. The Rental Payments shall be in such amounts and on such dates as set forth in the Rental Payment Schedule attached to this Schedule as Exhibit B.

(b) Purchase Option Price. The Purchase Option Price at any particular time for the Equipment listed in this Schedule shall be the amount set forth for such time in the "Purchase Option Price" column of the Rental Payment Schedule contained in this Schedule. The Purchase Option Price is in addition to all Rental Payments then due under this Schedule (including the Rental Payment shown on the same line in the Rental Payment Schedule).

4. Representations, Warranties and Covenants. Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the date of commencement of Rental Payments on this Schedule.

5. Certification as to Arbitrage. Lessee hereby represents as follows:

(a) The estimated total costs of the Equipment listed in this Schedule will not be less than the total Principal Portion of the Rental Payments listed in this Schedule.

(b) The Equipment listed in this Schedule has been ordered or is expected to be ordered within six months of the commencement of this Schedule and the Equipment is expected to be delivered and installed, and the Vendor fully paid, pursuant to the payment schedule identified in Exhibit B.

(c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments listed in this Schedule, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments listed in this Schedule.

(d) The Equipment listed in this Schedule has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments listed in this Schedule.

(e) To the best of Lessee's knowledge, information and belief, the above expectations are reasonable.

(f) Lessee has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose arbitrage certificates may not be relied upon.

Attachment: Option to Purchase Agreement No. TE-2314 2023 F350 Truck 121923 (Lease with Option to Purchase Agreement No. TE-2314 2023

6. The Lease With Option To Purchase Agreement. This Schedule Number 2, dated December 15, 2023 is hereby made a part of the Lease With Option To Purchase Agreement, and Lessor and Lessee hereby ratify and confirm the Lease With Option To Purchase Agreement. The terms and provisions of the Lease With Option To Purchase Agreement (other than to the extent that they relate solely to other schedules or Equipment listed on other schedules) are hereby incorporated by reference and made a part hereof.

7. Tax Designations and Covenants and Certificate as to Arbitrage. Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation. Lessee will use the proceeds of this Schedule as soon as practicable and with all reasonable dispatch for the purpose for which this Schedule has been entered into. No part of the proceeds of this Schedule shall be invested in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of this Schedule, would have caused any portion of this Schedule to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the applicable regulations of the Treasury Department.

(a) Lessee hereby designates the Agreement as a "qualified tax-exempt obligation" as defined in Section *265(b)(3)(B)* of the Code. The aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by Lessee and all subordinate entities thereof during the Issuance Year is not reasonably expected to exceed $10,000,000. Lessee and all subordinate entities thereof will not issue in excess of $10,000,000 of qualified tax- exempt obligations (including the Agreement but excluding private activity bonds other than qualified *501(c)(3)* bonds) during the Issuance Year without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to Lessor that the designation of the Agreement as a "qualified tax-exempt obligation" will not be adversely affected.

(b) Lessee represents and warrants that it is a governmental unit under the laws of the State with general taxing powers; the Agreement is not a private activity bond as defined in Section 141 of the Code; *95%* or more of the net proceeds of the Agreement will be used for local governmental activities of Lessee; and the aggregate face amount of all tax-exempt obligations (other than private activity bonds) issued or to be issued by the Lessee and all subordinate entities thereof during the Issuance Year is not reasonably expected to exceed $5,000,000. Lessee and all subordinate entities thereof will not issue in excess of $5,000,000 of tax-exempt bonds (including the Agreement but excluding private activity bonds) during the issuance year without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to Lessor that the excludability of the interest on the agreement from gross income for federal tax purposes will not be adversely affected.

TOWN OF MERRIMAC
2-8 School St.
Merrimac, Massachusetts 01860

By: _____

Printed: Chris Manni

Title: Chairman

Date: 12/19/2023

ALL AMERICAN INVESTMENT GROUP, LLC
N7818 State Park Rd.
Sherwood, WI 54169

By: _____

Printed: Ron Klein

Title: President

Date: _____

Attachment: Option to Purchase Agreement No. TE-2314 2023 F350 Truck 121923 (Lease with Option to Purchase Agreement No. TE-2314 2023

Agreement No. TE-2314
Schedule No. 2

EXHIBIT B
PAYMENT SCHEDULE

RE: Schedule No 2, dated December 15, 2023 of Lease With Option to Purchase Agreement Number TE-2314 dated as of May 15, 2023, between All American Investment Group, LLC (Lessor) and Town of Merrimac (Lessee)

Rental Payments shall be made as follows:

Payment Number	Payment Date	Payment Amount	Interest Amount	Principal Amount	Purchase Option Price *
1	At Closing	$ 16,555.12	$ -	$ 16,555.12	$ 60,808.27
2	12/15/2024	$ 16,555.12	$ 3,372.41	$ 13,182.71	$ 46,381.44
3	12/15/2025	$ 16,555.12	$ 2,599.90	$ 13,955.22	$ 31,449.67
4	12/15/2026	$ 16,555.12	$ 1,782.12	$ 14,773.00	$ 15,995.29
5	12/15/2027	$ 16,555.12	$ 916.43	$ 15,638.69	$ 0.00
		$ 82,775.60	$ 8,670.86	$ 74,104.74	

Contract Rate: The Contract Rate is 5.86% per annum.

LESSEE: Town of Merrimac

By: _____

Printed: Chris Manni

Title: Chairman

Date: 12/19/2023

* Assumes all Rental Payments and Additional Payments otherwise due on that date have been paid.

Attachment: Option to Purchase Agreement No. TE-2314 2023 F350 Truck 121923 (Lease with Option to Purchase Agreement No. TE-2314 2023

Invoice No. TE-2314.2-1

ALL AMERICAN INVESTMENT GROUP

INVOICE

TO: Town of Merrimac
2-8 School St.
Merrimac, Massachusetts 01860
Attn: Chris Manni, Chairman

Agreement No. TE-2314
Schedule No. 2

REMIT TO: All American Investment Group, LLC
N7818 State Park Rd.
Sherwood, WI 54169

RE: Schedule Number 2, dated December 15, 2023 of Lease With Option to Purchase Agreement Number TE-2314 dated as of May 15, 2023, between All American Investment Group, LLC (Lessor) and Town of Merrimac (Lessee)

Payment Number	Due Date	Payment Amount
1	At Closing	$16,555.12

Total Due: $16,555.12

Equipment: One (1) New 2023 Ford F-350 Truck

Thank you

N7818 State Park Rd.
Sherwood, WI 54169
303-623-5100
1-800-899-9404
1-620-216-8494 New Fax

Attachment: Option to Purchase Agreement No. TE-2314 2023 F350 Truck 121923 (Lease with Option to Purchase Agreement No. TE-2314 2023

Agreement No. TE-2314
Schedule No. 2

EXHIBIT C
ACCEPTANCE OF OBLIGATION
TO COMMENCE RENTAL PAYMENTS UNDER EXHIBIT B

RE: Schedule Number 2, dated December 15, 2023 of Lease With Option to Purchase Agreement Number TE-2314 dated as of May 15, 2023, between All American Investment Group, LLC (Lessor) and Town of Merrimac (Lessee)

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the governing body of Lessee to sign this Acceptance of Obligation to Commence Rental Payments with respect to the above referenced Agreement. I hereby certify that:

1. The Equipment described on Exhibit A has not been delivered, installed or available for use as of the Commencement date of this Agreement.
2. Lessee acknowledges that Lessor has agreed to deposit into a Vendor Payable Account an amount sufficient to pay the total purchase price (the "Purchase Price") for the Equipment so identified in such Exhibit A;
3. The principal amount of the Rental Payments in the Exhibit B accurately reflects the Purchase Price;
4. Lessee agrees to execute a Payment Request Form authorizing payment of the Purchase Price, or a portion thereof, for each withdrawal of funds from the Vendor Payable Account.

Notwithstanding that the Equipment has not been delivered to, or accepted by, Lessee on the date of execution of the Agreement hereby warrants that:

(a) Lessee's obligation to commence Rental Payments as set forth in Exhibit B is absolute and unconditional as of the Commencement Date and on each date set forth in Exhibit B thereafter, subject to the terms and conditions of the Agreement;

(b) immediately upon delivery and acceptance of all the Equipment, Lessee will notify Lessor of Lessee's final acceptance of the Equipment by delivering to Lessor the "Acceptance Certificate" in the form set forth in Exhibit I attached to the Agreement;

(c) in the event that any Surplus Amount is on deposit in the Vendor Payable Account when an Event of Non-Appropriation under the Agreement occurs, then those amounts shall be applied as provided in Section 10 of the Agreement;

(d) regardless of whether Lessee delivers a final Acceptance Certificate, all Rental Payments paid prior to delivery of all the Equipment shall be credited to Rental Payments as they become due under the Agreement as set forth in Exhibit B.

LESSEE: Town of Merrimac

By: X _____

Printed: Chris Manni

Title: Chairman

Date: X 12/19/2023

Attachment: Option to Purchase Agreement No. TE-2314 2023 F350 Truck 121923 (Lease with Option to Purchase Agreement No. TE-2314 2023

Agreement No. TE-2314
Schedule No. 2

EXHIBIT D
OPINION OF COUNSEL

(Must be re-typed onto attorney's letterhead)

December 15, 2023

All American Investment Group, LLC
N7818 State Park Rd.
Sherwood, Wisconsin 54169

RE: Schedule Number 2, dated December 15, 2023 of Lease With Option to Purchase Agreement Number TE-2314 dated as of May 15, 2023, between All American Investment Group, LLC (Lessor) and Town of Merrimac, (Lessee).

Ladies and Gentlemen:

As counsel to Lessee I have reviewed Schedule Number 2 dated December 15, 2023 , of the Lease With Option To Purchase Agreement Number TE-2314 dated May 15, 2023. Based on my knowledge as counsel for Lessee, and upon my review of the Agreement, I am of the opinion that:

1. Lessee is a political subdivision of the State of Massachusetts, or a constituted authority authorized to issue obligations on behalf of a political subdivision of the State.

2. Lessee is authorized and has power under applicable law to enter into the Agreement, and to carry out its obligations thereunder and the transactions contemplated thereby.

3. The Agreement has been duly authorized, approved, executed and delivered by and on behalf of Lessee. The Agreement is a legal, valid and binding contract of the Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.

4. The authorization, approval and execution of the Agreement has been performed in accordance with all applicable open meeting, public bidding and all other laws, rules and regulations of the State.

5. The execution of this Agreement and the appropriation of moneys to pay the Rental Payments coming due under the Agreement do not result in the violation of any constitutional or other statutory laws of the State.

6. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body that challenges the authority of the Lessee or any of the Lessee's officers or employees to enter into this Agreement.

7. The above opinion is for the sole benefit of the Lessor listed above and can only be relied upon by the Lessor or any permitted assignee or sub-assignee of Lessor under the Agreement.

(Signature of Counsel for Town of Merrimac)

Attachment: Option to Purchase Agreement No. TE-2314 2023 F350 Truck 121923 (Lease with Option to Purchase Agreement No. TE-2314 2023

Agreement No. TE-2314
Schedule No. 2

EXHIBIT E
LESSEE RESOLUTION

RE: Schedule Number 2, dated December 15, 2023 of Lease With Option to Purchase Agreement Number TE-2314 dated as of May 15, 2023, between All American Investment Group, LLC (Lessor) and Town of Merrimac, Massachusetts (Lessee)

At a duly called meeting of the Governing Body of the Lessee (as defined in the Agreement) held on _____ the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Lessee as follows:

1. **Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of Schedule Number 2, dated December 15, 2023 of the Lease With Option to Purchase Agreement No. TE-2314 dated as of May 15, 2023 between Town of Merrimac (Lessee) and All American Investment Group, LLC (Lessor).

2. **Approval and Authorization.** The Governing Body of Lessee has determined that the Agreement, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Agreement by the Lessee and hereby designates and authorizes the following person(s) to execute and deliver the Agreement on Lessee's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Payment Request Form requesting funds from the Vendor Payable Account, necessary to the consummation of the transaction contemplated by the Agreement.

   Authorized Individual(s): Chris Manni, Chairman
   (Print/Type Name and Title of individual(s) authorized to execute the Agreement)

3. **Adoption of Resolution.** The signatures below from the designated individuals from the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

By: _____
(Signature of Secretary, Board Chairman or other member of the Governing Body)

Typed Name: Chris Manni **Title:** Select Board Chair
(Typed name and title of individual who signed directly above)

Attested By: _____
(Signature of one additional person who can witness the passage of this Resolution)

Typed Name: Jennifer Penney **Title:** Executive Assistant
(Typed name and title of individual who signed directly above)

NOTE: In Section 3, have a member of the Governing Body who is someone other than the "Authorized Individual" sign the first signature line in Section 3. The second signature block under Section 3 "Attested By" should be signed by an individual who will act as attester to the Resolution. This individual has to be someone other than the "Authorized Individual" or the Member of the Governing Body.

Attachment: Option to Purchase Agreement No. TE-2314 2023 F350 Truck 121923 (Lease with Option to Purchase Agreement No. TE-2314 2023

Agreement No. TE-2314
Schedule No. 2

EXHIBIT F
OFFICERS CERTIFICATE

RE: Schedule Number 2, dated December 15, 2023 of Lease With Option to Purchase Agreement Number TE-2314 dated as of May 15, 2023, between All American Investment Group, LLC (Lessor) and Town of Merrimac (Lessee)

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the governing body of Lessee to sign this Officers Certificate with respect to the above referenced Agreement. I hereby certify that:

1. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Agreement during the current Budget Year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current Budget Year.
2. Lessee has obtained insurance coverage as required under the Agreement from an insurer qualified to do business in the State.
3. Lessee is exempt from all personal property taxes and is also exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.
4. No known event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.
5. The governing body of Lessee has approved the authorization, execution and delivery of this Agreement on its behalf by the authorized representative of Lessee who signed the Agreement.

6. During the term of the Agreement, the Equipment will be used for essential governmental functions. Such functions are:

Water Department Operations

7. Please list the Source of Funds (Fund Item in Budget) for the Rental Payments that come due under Exhibit B of this Agreement.

Line item in Budget

8. Please state why you reasonably expect and anticipate adequate funds will be available for all future Rental Payments that will come due under Exhibit B.

Water Rates Support the budget.

LESSEE: Town of Merrimac

By: _____

Printed: Chris Manni

Title: Chairman

Date: 12/19/2023

Attachment: Option to Purchase Agreement No. TE-2314 2023 F350 Truck 121923 (Lease with Option to Purchase Agreement No. TE-2314 2023

Agreement No. TE-2314
Schedule No. 2

EXHIBIT G
BANK QUALIFIED CERTIFICATE

RE: Schedule Number 2, dated December 15, 2023 of Lease With Option to Purchase Agreement Number TE-2314 dated as of May 15, 2023, between All American Investment Group, LLC (Lessor) and Town of Merrimac (Lessee)

Whereas, Lessee hereby represents that it is a "Bank Qualified" Issuer for the calendar year in which this Agreement is executed by making the following designations with respect to Section 265 of the Internal Revenue Code. (A "Bank Qualified Issuer" is an issuer that issues less than ten million ($10,000,000) dollars of tax-exempt obligations during the calendar year).

Now, therefore, Lessee hereby designates this Agreement as follows:

1. **Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(ii) of the Internal Revenue Code of 1986 as amended (the "Code"), the Lessee hereby specifically designates the Agreement as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Lessee hereby represents that the Lessee will not designate more than $10,000,000 of obligations issued by the Lessee in the calendar year during which the Agreement is executed and delivered as such "qualified tax-exempt obligations".

2. **Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Lessee hereby represents that the Lessee (including all subordinate entities of the Lessee within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Agreement is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than $10,000,000.

By: _____
(Signature of individual authorized to execute this Exhibit)

Typed Name: Chris Manni, Chairman
(Typed name of individual who signed directly above)

Dated: 12/19/2023

Attachment: Option to Purchase Agreement No. TE-2314 2023 F350 Truck 121923 (Lease with Option to Purchase Agreement No. TE-2314 2023

Agreement No. TE-2314
Schedule No. 2

EXHIBIT H
INSURANCE REQUIREMENTS

Pursuant to Article V in the Lease With Option to Purchase Agreement, Lessee has agreed to provide Lessor evidence of insurance covering the Equipment in the Agreement. A Certificate of Insurance naming all insured parties and coverages must be returned to Lessor as soon as possible, but no later than the date on which delivery of equipment occurs.

In the case of self-insurance, the amounts of liability and physical damage coverage are to be listed on some form of certificate supplied by Lessee. In addition, information regarding the nature of Lessee's self-insurance program should also be forwarded to Lessor as soon as possible.

INSURANCE REQUIREMENTS BY ALL AMERICAN INVESTMENT GROUP, LLC:

1. **LIABILITY**
   - *Minimum of $1,000,000.00 combined single-limit on bodily injury and property damage.*
   - *All American Investment Group, LLC and/or Its Assigns MUST be listed as additional insured and loss payee.*
   - ***Please include the Agreement Number* TE-2314-2 in the description section of the Certificate.**

2. **PHYSICAL DAMAGE**
   - *All risk coverage to guarantee proceeds sufficient to pay the applicable Purchase Option Price as set forth in Exhibit B of the Agreement. All American Investment Group, LLC and/or Its Assigns MUST be listed as additional insured and loss payee.*

3. **ENDORSEMENT**
   - *Lessor will receive at least thirty (30) days written notice from Insurer prior to alteration, cancellation or reduction of insurance coverage.*

PLEASE FAX THE CERTIFICATE TO LESSOR AS SOON AS POSSIBLE AT (620)-216-8494, AND MAIL THE ORIGINAL TO:

All American Investment Group, LLC and/or Its Assigns
N7818 State Park Rd.
Sherwood, Wisconsin 54169

YOUR ASSISTANCE IS GREATLY APPRECIATED TO COMPLETE THIS TRANSACTION, IF YOU HAVE ANY QUESTIONS, PLEASE GIVE US A CALL AT (800) 899-9404.

Agreement No. TE-2314
Schedule No. 2

Insurance Company: MIIA

Agent's Name: Connor Powers Email: connor.powers@cabotrisk.com

Telephone Number: 781-939-6829 Fax Number:

Address: 15 Cabot Rd., Woburn, MA 01801

Attachment: Option to Purchase Agreement No. TE-2314 2023 F350 Truck 121923 (Lease with Option to Purchase Agreement No. TE-2314 2023

Agreement No. TE-2314
Schedule No. 2

EXHIBIT I
CERTIFICATE OF ACCEPTANCE

RE: Schedule Number 2, dated December 15, 2023 of Lease With Option to Purchase Agreement Number TE-2314 dated as of May 15, 2023, between All American Investment Group, LLC (Lessor) and Town of Merrimac (Lessee)

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the governing body of Lessee to sign this Certificate of Acceptance with respect to the above referenced Agreement. I hereby certify that:

1. The Equipment described in Exhibit A has been delivered and installed in accordance with Lessee's specifications.
2. Lessee has conducted such reasonable inspection and/or testing of the Equipment as would be generally expected of school districts who purchase or lease buildings similar to Equipment and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Agreement during the current Budget Year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current Budget Year.
4. Lessee has obtained insurance coverage as required under the Agreement from an insurer qualified to do business in the State.
5. Lessee is exempt from all personal property taxes and is also exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.
6. No known event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.
7. The governing body of Lessee has approved the authorization, execution and delivery of this Agreement on its behalf by the authorized representative of Lessee who signed the Agreement.

LESSEE: Town of Merrimac

Acceptance Date: 12/19/2023

By: _____

Printed: Chris Manni

Title: Chairman

Attachment: Option to Purchase Agreement No. TE-2314 2023 F350 Truck 121923 (Lease with Option to Purchase Agreement No. TE-2314 2023

Agreement No. TE-2314
Schedule No. 2

EXHIBIT J
PAYMENT REQUEST FORM

RE: Schedule Number 2, dated December 15, 2023 of Lease With Option to Purchase Agreement dated as of May 15, 2023, between All American Investment Group, LLC (Lessor) and Town of Merrimac (Lessee)

Pursuant to Section 10.01 of the Agreement, the undersigned individual hereby acknowledges that they have been authorized to release funds from the Vendor Payable Account to pay for the Purchase Price of the Equipment and thus hereby request a disbursement from the Vendor Payable Account to pay the amounts to the Payees identified herein for certain Equipment costs.

The Lessee hereby represents and warrants for all purposes that;

1. Pursuant to the invoice attached hereto, the amount to be disbursed is $ _____
   Payment to Equipment Vendor
2. Payment is to be made to: **Payee**: _____
   _____
   _____
3. The amount to be disbursed constitutes the Purchase Price, or a portion thereof, of the Equipment cost, said amount is required to be disbursed pursuant to a purchase contract entered into therefore by and on behalf of the Lessee, or was necessarily or reasonably incurred, and said amount is being paid when due pursuant to such purchase contract.
4. The Equipment relating to such Purchase Price, or portion thereof, has been delivered and accepted or the materials have been furnished for which disbursement is required.
5. No amount set forth in this Payment Request Form was included in any Payment Request Form previously submitted.
6. Acquisition and installation of the applicable portion of the Equipment for which payment is being requested has been completed to the Lessee's satisfaction, but this statement is made without prejudice to any rights against third parties which exist at the date hereof or which may subsequently come into being.
7. If the amount to be disbursed constitutes the final payment for all of the Equipment, there is attached hereto an original of the final Acceptance Certificate, Exhibit I to the Agreement, executed by an authorized officer of Lessee.
8. Each disbursement hereby requested has been incurred and is a proper charge against the Vendor Payable Account. No amount hereby requested to be disbursed will be paid to Lessee as reimbursement for any expenditure paid by Lessee more than 60 days prior to the date of execution and delivery of the Agreement.

Please forward this document and any correspondence relating to vendor payment to: **All American Investment Group, LLC, Attn: Ron Klein, N7818 State Park Rd., Sherwood, Wisconsin 54169 Fax: 620-216-8494. Please call 800-899-9404 if you have any questions**

Lessee: Town of Merrimac

_____
Signature

Chris Manni
Name Printed

Chairman
Title

12/19/2023
Date

Approved:

Lessor/Assignee: All American Investment Group, LLC

_____
Signature

Ron Klein
Name Printed

President
Title

_____
Date

Attachment: Option to Purchase Agreement No. TE-2314 2023 F350 Truck 121923 (Lease with Option to Purchase Agreement No. TE-2314 2023

Agreement No. TE-2314
Schedule No. 2

LESSEE INVOICE INFORMATION

LESSEE: Town of Merrimac

INVOICES TO BE DIRECTED TO: CAROL (First) M. (M.I.) McLEOD (Last)

978 346 0524 (Phone Number) | (Fax Number) | CMcLeod@Townofmerrimac.com (E-mail Address)

4 School Street (Street Address and/or P.O. Box)

Merrimac (City) | MA (State) | 01860 (Zip Code)

ACCOUNTS PAYABLE CONTACT: Anne (First) M. (M.I.) Jim (Last)

978 346 7634 (Phone Number) | (Fax Number) | AJim@Townofmerrimac.com (E-mail Address)

None (Purchase Order Number and/or Reference Number)

Require Board Approval for Payments?: Yes X No ____

Board Meeting Date: Bi-weekly

Require Signed Vouchers for Payments?: Yes X No ____
(Send vouchers with documents if possible)

Email Invoice: Yes____ No____

Additional Information Needed on Invoices:

Please be advised that Lease Payments may be made via ACH. Information will be provided upon request.

Attachment: Option to Purchase Agreement No. TE-2314 2023 F350 Truck 121923 (Lease with Option to Purchase Agreement No. TE-2314 2023

Form **8038-GC**
(Rev. October 2021)
Department of the Treasury
Internal Revenue Service

Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales

▶ Under Internal Revenue Code section 149(e)
Caution: *If the issue price of the issue is $100,000 or more, use Form 8038-G.*
▶ Go to *www.irs.gov/Form8038GC* for instructions and the latest information.

OMB No. 1545-0047

Part I Reporting Authority Check box if **Amended Return** ▶ ☐

1 Issuer's name	2 Issuer's employer identification number (EIN)
Town of Merimac	04-6001219
3 Number and street (or P.O. box if mail isn't delivered to street address)	Room/suite
2-8 School Street	
4 City, town, or post office, state, and ZIP code	5 Report number *(For IRS Use Only)*
Merrimac, MA 01860	
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information	7 Telephone number of officer or legal representative

Part II Description of Obligations Check one box: ☐ Single issue ☐ Consolidated return

8a	Issue price of obligation(s) (see instructions)	8a	57,549.62
b	Issue date (single issue) **or** calendar date (consolidated). Enter date in MM/DD/YYYY format (for example, 01/01/2009) (see instructions) ▶ 12/15/2023		
9	Amount of the reported obligation(s) on line 8a that is:		
a	For leases for vehicles	9a	57,549.62
b	For leases for office equipment	9b	
c	For leases for real property	9c	
d	For leases for other (see instructions)	9d	
e	For bank loans for vehicles	9e	
f	For bank loans for office equipment	9f	
g	For bank loans for real property	9g	
h	For bank loans for other (see instructions)	9h	
i	Used to refund prior issue(s)	9i	
j	Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j	
k	Other	9k	
10	If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box ▶ ☐		
11	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) ▶ ☐		
12	Vendor's or bank's name: All American Investment Group, LLC		
13	Vendor's or bank's employer identification number: 52-2171766		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

▶ [signature] 12/18/2023 ▶ Carol A Mace Town Administrator
Signature of issuer's authorized representative — Date — Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ▶			Firm's EIN ▶	
Firm's address ▶			Phone no.	

Future Developments

For the latest information about developments related to Form 8038-GC and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/Form8038GC*.

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than $100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of $100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Bonds.

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than $100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to pay a penalty in lieu of arbitrage rebate. See the instructions for line 11, later.

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than $100,000 that aren't reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

Attachment: Option to Purchase Agreement No. TE-2314 2023 F350 Truck 121923 (Lease with Option to Purchase Agreement No. TE-2314 2023

Agenda Item
Merrimac Select Board
01/03/24

Select Board Budget Priorities

Subject:

Attachments:

FY2025 Budget Recommendations

Subject: FY2025 Budget Priorities

To: Merrimac Finance Committee and Merrimac Capital Planning Committee

From: Merrimac Select Board (written by Chris Manni, Select Board Chair)

Date: January 8, 2024

Hello Committee Members,

I hope you and yours had a wonderful holiday season! On behalf of the Merrimac Select Board, thank you for joining us tonight and for your continued commitment to the Town of Merrimac. As we kick off the "budget planning period", the Merrimac Select Board appreciates the opportunity to provide both the Merrimac Finance Committee and Merrimac Capital Planning Committees with some high-level budget recommendations to consider for the Fiscal Year 2025 to help you in your advisory role to April's Town Meeting.

The biggest potential impact to the 2025 Budget is the upcoming Whittier Building Project. The district wide vote will be held on January 23rd from 11AM-7PM at the Merrimac Public Library. The summarized version of the investment is:

Gross Investment: $445M

Approved MSBA Grant: $165M

Other Anticipated Grants: $16M

Net Investment: $264M

The projected impact to the town of Merrimac would be:

Total Project Cost: $20.4M

Annual Assessment: $680K (starting 2029)

Annual Cost to Merrimac Taxpayers:

FY2024 Average Assessed Home Value: $621K

Project Assessment per $1,000: $0.51

Estimated Annual Tax Impact: $318

Due to investment size and assessment amount, the Town of Merrimac would require a debt exclusion request to fund the $680K, at the April Town Meeting. Therefore, with this pending potential expenditure, the Select Board recommends the Finance Committee and Capital Planning Committees proceed with town specific matters until the district wide vote is taken on January 23rd.

It is important to state upfront that we currently do not expect the Pentucket Regional School District to request more than a 2.5% increase. As communicated on December 21st, the Pentucket Regional School Committee is expected to vote on their budget on February 27th.

Attachment: FY2025 Budget Recommendations (Select Board Budget Priorities)

Town Specific Operating Budget Recommendations:

1) No override request – Excluding the Whittier Building Project, the Select Board recommends no town specific investment override in FY2025.
2) Cost of Living Increases – Between 2-3% as annual inflation cools and was discussed during the FY2024 Budget conversations when a 5% COLA was approved.
3) Principal Assessor – The Select Board views this as a required investment in FY2025 as our current Assessing Board retires and will be left with only an Assessor Clerk. The Select Board wishes to only provide the recommendation of the investment and rely on the Finance Committee to determine the proper level of investment through market analysis and compensation studies.
4) Police Officer – The Select Board recommends adding another Police Officer in FY2025 as originally planned in the five-year view of the Strategic Planning Committee a few summers ago. Since that time, additional factors (both economic and legislative) have increased the need for this investment. If I may simply state, the amount of "one officer shifts" is a high concern for the Select Board for both the single officer and the community members they serve.
5) Veterans Assistance – The Select Board recommends increasing the Veteran Local Property Tax Exemption level. Currently, we have approximately 40 eligible veterans at the state minimum levels for approximately $25K. Therefore, the Select Board would like the Finance Committee to consider a reduction in revenue of $25K by doubling those current exemption levels.
6) Other items for consideration
    a. Increase Legal Fees
    b. ADA Compliance of clearing walkways (Snow/Ice, Free Cash, other ideas)
    c. Fund Project Tracking Software (leverage PRSD?) for transparency

Town Specific Free Cash Allocation Recommendations:

1) Replacement vehicles for Fire & Police Chiefs – Both vehicles are in dire need of replacing and it has been stated to the Select Board that the Fire Chief's vehicle will not pass inspection again.
2) ADA Compliance – Continue with the investments for town improvement plan and consider the impact of outsourcing the clearing of walkways with snow and ice.
3) Donahue Fields – The lack of drainage on the Donahue fields is very concerning. While it is not a new issue and we have had record amounts of rain this year, standing water on land where the town uses for events (i.e. Old Home Days) and various recreational activities of all ages is not acceptable and increases safety/liability concerns for the community.
4) Elementary School Maintenance – Maintaining the two elementary schools for next 10-15 years is incredibly important to the financial affordability of the community. We cannot let these buildings go in disrepair. Therefore, the Board asks that we review the state of the two elementary schools especially the Donahue floors and establish a capital related maintenance plan (only projects over $20,000 per the latest Regional School Agreement proposal).
5) Increase Stabilization Fund – Depending on our "Free Cash" balance, the Select Board would like the Capital Planning Committee to consider transferring funds to Stabilization as it sees fit. We have been successful the last few years in funding Stabilization, OPEB, and establishing a quarter of a million dollars in unused levy capacity. Balancing the communities' current needs and preparing for the future remains a key priority.
6) Other items for consideration

Attachment: FY2025 Budget Recommendations (Select Board Budget Priorities)

a. Town Clerk/Election Security
b. Library HVAC Improvements
c. Senior Center Kitchen Equipment Replacement

As we all begin the budgeting process together, we should acknowledge that this is not an exhaustive list of town requirements. The goal of providing this information is two-fold; one, to provide recommendations for consideration giving all the various requests that will surely come your way and two, to ensure open lines of communication between the Select Board and the other committees to prepare Town Meeting to discuss and approve a FY2025 Budget. As a member of the Capital Planning Committee and Select Board liaison to the Finance Committee, I will personally be supporting this process and I look forward to working with you all again this year. Thank you again for everything you do for the great Town of Merrimac.

Sincerely,

Chris Manni, Select Board Chair

Cc: Ben Beaulieu, Select Board Clerk

Irina Gorzynski, Select Board Member

Carol McLeod, Finance Director, Treasurer, Town Administrator

Attachment: FY2025 Budget Recommendations (Select Board Budget Priorities)

Agenda Item
Merrimac Select Board
01/03/24

Discuss Whittier Building Project Vote-Election Mailing

Subject:

Also discuss designating board member to attend Newburyport's information night to be held on January 9; Nock Middle School

Attachments:

Whittier Tech Building Project Important Dates

Merrimac Post card

Whittier Information Night in Newburyport-Designate Board Member

Whittier Regional Vocational Technical High School

115 Amesbury Line Road
Haverhill, MA 01830-1898
978-373-4101
Fax: 978-521-0260
www.whittiertech.org

Maureen Lynch
Superintendent

December 18, 2023

Dear Municipal Leaders,

We are happy to announce that on December 13, 2023, the Massachusetts School Building Authority ("MSBA") voted to approve the Whittier Regional Vocational Technical High School Project in the Whittier Regional Vocational Technical School District to replace the existing Whittier Regional Vocational Technical High School with a new facility serving grades 9-12 on the existing site.

Also, on December 13, 2023, Whittier's School Committee voted to approve a District-wide election on January 23, 2024 from 11 a.m. – 7 p.m. The election warrants which contain the polling locations for all districts were distributed to the city/town clerks on December 15, 2023. We have asked the clerks to notify us by email when the warrants have been publicly posted.

We are having a building tour on January 13, 2024 from 9 a.m. – 11 a.m. We encourage everyone to attend and see the school and have your questions answered. If you cannot be here on January 13th, we urge you to contact us with any questions you may have in regards to the Whittier Tech school building project. You can go on to our website at buildingthefutureofwhittier.org to locate an abundance of information regarding the project as well.

Sincerely,

Maureen Lynch
Superintendent

cc: Amesbury
Georgetown
Groveland
Haverhill
Ipswich
Merrimac
Newbury
Newburyport
Rowley
Salisbury
W. Newbury

Attachment: Whittier Tech Building Project Important Dates (Discuss Whittier Building Project Vote-Election Mailing)

SPECIAL ELECTION NOTICE FROM THE MERRIMAC SELECT BOARD

A special election will be held on **January 23, 2024** regarding the Whittier Regional Vocational Technica High School Building project. All 11 cities and towns in the Whittier Regional School District will vote a the same time, **11AM to 7PM on January 23rd**. Merrimac will vote at the Merrimac Public Library.

You will be asked to cast a "YES" or "NO" vote on the following question:

"Do you approve of the vote of the Regional District School Committee of the Whittier Regional Vocational Technical School District, adopted on December 13, 2023, to authorize the borrowing of four hundred forty-four million, six-hundred thirteen thousand, eight-hundred thirteen dollars ($444,613,813) to pay costs of designing, constructing, originally equipping, and furnishing a new District high school to be located at 115 Amesbury Line Road, Haverhill, Massachusetts including the payment of all costs incidental or related thereto."

For additional project information, please visit https://buildingthefutureofwhittier.org/

WHAT YOU NEED TO KNOW:

- A simple majority of all votes cast on election day, **January 23rd fr 11AM to 7PM,** in the District will determine the outcome.
- The cost breakdown for the project is currently projected as follo :

Total Project Cost:	**$444.6 million**
MSBA Grant:	$165.1 million
Other Grants:	$15.4 million
Total Net Project Cost:	**$264.1 million**

- The projected costs to the Town of Merrimac and our taxpayers:

Merrimac's Member Share:	**$20.4 million**
*Average Annual Assessment:	$680,000
****Average Annual Tax Increase to Merrimac taxpayer:**	**$318.01**

**To be paid over 30+ years*

***Based on FY2024 Average Assessed Home Value of $621,000*

Attachment: Merrimac Post card (Discuss Whittier Building Project Vote-Election Mailing)

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Merrimac's Member Share:	**$20.4 million**	
*Average Annual Assessment:	$680,000	**To be paid over 30+ years*
****Average Annual Tax Increase to Merrimac taxpayer:**	**$318.01**	***Based on FY2024 Average Assessed Home Value of $62*)0

For additional project information, please visit https://buildingthefutureofwhittier.org/

Attachment: Merrimac Post card (Discuss Whittier Building Project Vote-Election Mailing)

From: Carol McLeod - Finance (X3040)
To: Jennifer Penney - SELECT BOARD (X3080)
Subject: Fwd: Whittier Information Night
Date: Tuesday, January 2, 2024 5:56:11 PM
Attachments: image001.png
image002.png
image003.png
image004.png

FYI

Sent from my iPhone

Begin forwarded message:

From: Sean Reardon <SReardon@cityofnewburyport.com>
Date: January 2, 2024 at 5:19:56 PM EST
To: Debbie Eagan <debbie@townofrowley.org>, "Carol McLeod - Finance (X3040)" <cmcleod@townofmerrimac.com>, Neil Harrington <nharrington@salisburyma.gov>, Mayor Gove <Govek@amesburyma.gov>, opacheco@georgetownma.gov, roldham@grovelandma.com, StephenC@ipswichma.gov, administrator@townofnewbury.org, townmanager@wnewbury.org, mayor@cityofhaverhill.com
Subject: Whittier Information Night

Good Evening,

Happy New Year! I hope everyone was able to enjoy a few days around the holidays. I wanted to share this invitation for the Whittier Information Night again. It is one week away. As you know, Whittier leadership has declined our invitation to participate in the event. All communities will be welcome to attend and ask questions. I am hoping to have a representative from each city and town to be able to answer questions from their residents. As we put together the agenda and get information out to all the local papers could you let me know if you are planning to attend or if a member of your select board is planning to attend. After we provided an overview of the project being proposed we will dive into the impact this project would have on individual cities and towns. January 23rd is three weeks from today and I will continue to share all the info we are putting out in Newburyport regarding the vote.

Respectfully,

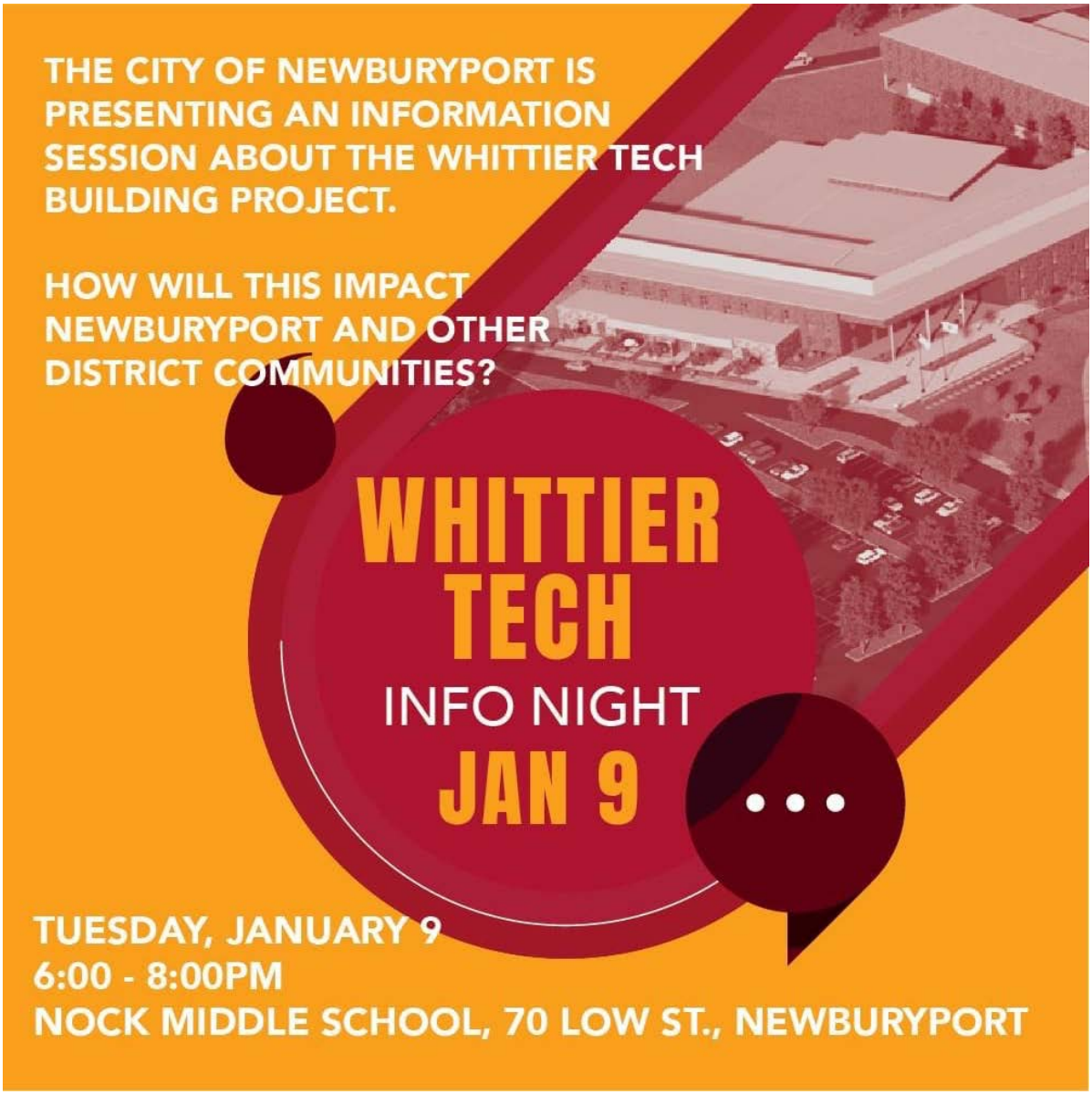
Sean Reardon
Mayor
City of Newburyport
60 Pleasant St.
PO Box 550
Newburyport, MA 01950
978-465-4411
Sign up for e-alerts and general City information on CityofNewburyport.com

Disclaimer

This communication from the City of Newburyport is intended only for the individual or entity to which it is addressed. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you received this e-mail in error, please notify the sender immediately and destroy this e-mail and all copies of it. Thank you.

The Commonwealth of Massachusetts considers most electronic communications to and from public employees to be public records and disclosable under the Massachusetts Public Records Law and its implementing regulations.

Attachment: Whittier Information Night in Newburyport-Designate Board Member (Discuss Whittier Building Project Vote-Election Mailing)



Attachment: Whittier Information Night in Newburyport-Designate Board Member (Discuss Whittier Building Project Vote-Election Mailing)

Agenda Item
Merrimac Select Board
01/03/24

MMA Announces New MMA-Suffolk Municipal Human Resources Seminar

Subject:

Attachments:

MMA announces new MMA-Suffolk Municipal Human Resources Seminar

From: MA Municipal Assoc.
To: Jennifer Penney - SELECT BOARD (X3080)
Subject: MMA announces new MMA-Suffolk Municipal Human Resources Seminar
Date: Tuesday, December 19, 2023 8:30:59 AM

The MMA and Suffolk University are announcing an expansion of their professional development partnership with the launch of a new Municipal Human Resources Seminar that will begin in April.

The Municipal Human Resources Seminar will review human resources management, policies and practices specific to Massachusetts cities and towns. Key topics will include hiring and onboarding, benefits administration, policy development, collective bargaining, and employee reviews and evaluations. Students will also review relevant labor laws and best practices in municipal human resources management.

The seminar is designed for municipal employees interested in furthering their career in municipal human resources, employees who are new to municipal human resources, and employees who work in a municipal function with human-resources-adjacent tasks.

"On behalf of the MMHR Board, we are very excited about the launch of the new Human Resources Seminar," said North Andover Deputy Town Manager Denise Casey, an MMHR past president and long-time board member. "This program will provide municipal leaders with practical, hands-on experience from practitioners in the field."

The Municipal Human Resources Seminar will be held via Zoom over the course of five Thursdays, from 9 a.m. to 4 p.m. The cost is $875.

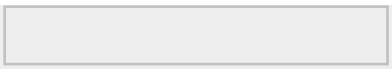
Your support is critical to the success of this new offering!

Please share the information with your team. If you or someone on your team have questions about the program, or for more information, visit mma.org/suffolk or contact Katie McCue at the MMA at (617) 426-7272, ext. 111, or kmccue@mma.org or Kate Evarts at the MMA at (617) 426-7272, ext. 172, or kevarts@mma.org.

The application for the 2024 seminar is available online as a fillable PDF. **Applications are due by Feb. 15 to seminars@mma.org**. This is a competitive application process; applicants will be informed of their status by early March.

Massachusetts Municipal Association
3 Center Plaza
Suite 610
Boston, MA 02108
(617) 426-7272 | Email Us | View our website

Unsubscribe from MMA Emails



Attachment: MMA announces new MMA-Suffolk Municipal Human Resources Seminar (MMA Announces New MMA-Suffolk Municipal Human

Agenda Item
Merrimac Select Board
01/03/24

Merrimac Catch Basins Projec-T French C2023-1555-1_122023

Subject:

Attachments:

French C2023-1555-1_122023 Merrimac Catch Basins

12/20/2023

Contract Number: C2023-1555-1

Town of Merrimac
4 School Street
Merrimac, MA 01860

Project: Merrimac Catch Basin Cleanings
5 Mill Street
Merrimac, MA 01860

W. L. French Excavating Corporation is pleased to provide this comprehensive price contract for Town of Merrimac at the Merrimac Catch Basin Cleanings project. Established in 1972, W. L. French Excavating Corporation (WLF) is a privately owned Boston based Union Site Contractor and Soil & Waste Management firm headquartered in North Billerica, MA. WLF provides a broad range of construction services including; Mass Excavation, Site Remediation, Heavy Utility Construction & Installation, Soil & Waste Management and Snow Services for clients throughout the New England region.

Our terms, pricing and conditions are as follows:

Description	Unit Price
Transportation and disposal of catch basin cleanings by dump trailer from 5 Mill Street, Merrimac, MA to Four Hills Landfill, Nashua, NH	$51.00 per ton
Sampling of catch basin cleanings at 5 Mill Street, Merrimac, MA *One sample required per 200 tons	$950.00 each

General

G. 1 This pricing shall be held for thirty (30) days.

G. 2 WLF requires all orders for transportation services be placed by noon the day before services are to be scheduled (noon on Fridays for scheduling on Mondays).

G. 3 Prior to the commencement of services, this contract and / or a purchase order or a subcontract agreement issued by the Client (which acknowledges the terms of this contract) must be executed.

G. 4 WLF has implemented a standard practice of issuing the owner of the property / project a “Notice of Identification” on all privately funded projects pursuant to MA General Law Chapter 254 Section 4.

G. 5 Client must supply name, address and phone number of the project & property owner prior to the commencement of work.

_____ WLF Initials _____ Town of Merrimac Initials

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Attachment: French C2023-1555-1_122023 Merrimac Catch Basins (Merrimac Catch Basins Projec-T French C2023-1555-1_122023)

G. 6 Client must supply any and all bonding information to WLF prior to commencement of work (including surety company name, address, phone number).

G. 7 WLF reserves the right to modify the proposed pricing based upon additional information provided after the submittal of this contract.

G. 8 This quote is contingent upon working during regular business hours, Monday through Friday 7:00AM - 4:00PM. Work performed outside these hours, night work or holiday work shall be subject to renegotiation.

G. 9 The work WLF will be performing on this Project is exempt from Prevailing Wage. Deliveries of materials to and from construction sites, with the exception of uncontaminated "fill or gravel", do not trigger the prevailing wage law's requirement for the payment of prevailing wages under either MGL c 149, section 27 or 27F. This statute clearly exempts this work and has been further clarified by the Department of Labor Standards. As a result, WLF is exempt from paying employees Prevailing Wage when hauling or delivering materials other than clean gravel or fill on this project. Additional information is available upon request.

G. 10 Payment in full is due thirty (30) days from the date of the invoice. WLF reserves the right to suspend work should the outstanding balance exceed thirty (30) days past due.

G. 11 Client must notify WLF of any change order work being performed or disputed prior to the commencement of the work. WLF is not responsible for payment delays from the Owner to the Client for Change Order work unless properly notified in writing that WLF work is being conducted under Change Order.

G. 12 No retainage to be held on this project.

G. 13 Payment – As liquidated damages and not as a penalty, the Client shall be obligated to pay on all accounts not paid on the due date of invoices, 1.5% per month (18% annually) on the outstanding account balance together with all attorney fees incurred by WLF to collect delinquent accounts. The client agrees that notwithstanding any endorsements of legend appear on the Client's checks, drafts, or other orders of payment for money, such as endorsements of legend or otherwise shall not necessarily be construed to constitute payment in full or settlement of the account. A failure of WLF to exercise any right accruing from a default of the Client shall NOT impair WLF rights in a case of any subsequent default by the Client. (In plain words – NO WAIVER)

G. 14 WLF accepts business checks or ACH as a form of payment. Credit cards may be accepted if WLF is notified prior to the commencement of the job at the discretion of WLF.

G. 15 WLF reserves the right to cancel or restrict orders due to severe weather conditions or safety concerns. Client agrees to hold harmless WLF for any loss of production or delays related thereto.

G. 16 To the fullest extent permitted by law, the Client hereby acknowledges and agrees that it shall indemnify, hold harmless and defend WLF and the Owner, and each of their officers, directors, members, employees, agents, affiliates, subsidiaries and partners from and against all claims, damages, judgments, settlements, losses and expenses including but not limited to, attorney fees, arising out of or resulting from the performance of the Client's work and / or arising out of or resulting from any act or omission of the client its employees, agents or subcontractors.

G. 17 This agreement is to be construed under the governing laws of the Commonwealth of Massachusetts.

G. 18 By signing this contract you are agreeing to the terms of this contract and these terms supersede any other document signed on this project unless specified in writing by WLF.

G. 19 Electronic and facsimile signatures will be treated as genuine for all purposes under this agreement.

G. 20 Unless otherwise noted by exception, all terms and conditions in this contract will apply to any and all agreed upon change orders resulting from changes in disposal facilities, materials being imported, material suppliers, unit pricing, hourly rates, or any other item not specifically identified in this contract.

G. 21 W.L. French is not a woman-owned, minority, or service disabled-owned business.

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Transportation and Disposal

T. 1 Transportation costs are benchmarked against the Department of Energy (DOE) Diesel Fuel Price EIA index for the New England Region (PADD1A) on the date the transportation rate was calculated for that particular facility. A mileage-based surcharge will be assessed based on the current EIA fuel index at the time of transportation.

The EIA index can be found at: https://www.eia.gov/petroleum/gasdiesel. Please note that mileage is based on the number of roundtrips from the Jobsite to the facility and back, plus the one-way mileage from our office in Billerica to the Jobsite, per truck, per day.

T. 2 This quote is contingent on having zero restrictions on the height, weight or length of the tractor trailer at the receiving site.

T. 3 If this project does not have a specified truck route, WLF reserves the right to modify pricing if a restricted truck route is enforced.

T. 4 There is a 30-ton minimum for dump trailer loads and a 22-ton minimum for triaxle loads.

T. 5 Shipping documents are to be provided by the Client on the day of shipment.

T. 6 This project will be invoiced as certified weight tickets and / or other form of acceptable verification of service are received.

T. 7 This quote assumes that our work can progress in an orderly manner without interference or delay from other construction activities. WLF reserves the right to bill for demurrage time if wait time at the project location exceeds (15) minutes at the rate of $155.00 / hour per dump trailer or $135.00 / hour per triaxle.

T. 8 Client acknowledges that WLF has relied completely and solely on representations of the materials and site conditions made by others. The Client agrees to hold harmless and indemnify WLF to the fullest extent permitted by law for any and all damages resulting from material inadequately characterized or improperly disposed material as a result of misrepresentations or inadequately characterized material.

T. 9 Client is responsible for obtaining the Owner's/Generator's signature on any disposal documents required to secure transportation and disposal services. In no event shall WLF be considered the owner or generator of any waste or other materials transported by it nor shall WLF be considered to have arranged for disposal of any waste or other materials. Client or owner shall be deemed to be the owner and generator of the waste or other materials from point of origin to point of delivery. Client shall provide WLF with current, true, accurate and correct information for the proper and lawful labeling, placarding, shipping and disposal classification of the transported waste or other materials, and shall sign all requisite shipping documents and make all required notifications or other filings. Client, and not WLF, shall make all arrangements for disposal, including specifically selecting the disposal site, in its sole discretion. Client represents and warrants to WLF that the disposal site is fully permitted to accept the waste or other materials to be transported by WLF. WLF reserves the right, but shall not have any obligation, to require Client to provide it with all permits and approvals for the disposal site before performing any transportation services. Client will immediately inform WLF of any change in the approval status of the disposal site for the waste or other materials to be transported and any change in information regarding the waste or materials to be transported. Client will defend, hold harmless and indemnify WLF to the fullest extent permitted by law against any and all claims, losses, damages or liabilities arising from a breach of this clause or the generation, transportation, disposal or arrangement for disposal of the waste materials, including without limitation any liability under the Comprehensive Environmental Response Compensation and Liability Act, 42 USC 9601; Resource Conservation Recovery Act 42 USC 6901; Massachusetts Oil and Hazardous Materials Release Prevention and Response Act, G.L. c. 21E; the Massachusetts Hazardous Waste Act, G.L. c 21C; the Massachusetts Solid Waste Act, G.L. c. 21E; or any other law, regulation, or order.

T. 10 Acceptance of any volume of material at any facility on any day is dependent upon operational limitations or other restrictions set by the facilities and is beyond the control of WLF. The client agrees to hold harmless to the fullest extent permitted by law, WLF for any loss of production or delays resulting from

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Attachment: French C2023-1555-1_122023 Merrimac Catch Basins (Merrimac Catch Basins Projec-T French C2023-1555-1_122023)

operational restrictions imposed by the disposal facility.

T. 11 Soil will not contain greater than 5% solid waste/debris, rubble, brick or other foreign material[s] and no material greater than 6-inches in dimension.

T. 12 Project closeout paperwork including BOL signoff pages will not be returned to client until payment in full is received.

T. 13 All Bills of Lading, Material Shipping Records, Shipping Papers, Facility Profiles, site history, analytical data, and data tables to obtain acceptance at the disposal facility are to be provided by others at no cost to WLF.

T. 14 If the material does not meet the physical and chemical acceptance criteria at the proposed facilities, an alternate facility will be identified and pricing may have to be revised.

T. 15 Pricing is subject to airspace availability at the landfill and or disposal facility. Should any facilities for any reason close or be unable to accept this material, WLF reserves the right to adjust pricing in order to dispose of material at an alternate disposal facility.

T. 16 Client is responsible for paying an additional 6.35% sales tax on Transportation and Disposal or Disposal only projects for any soils that originate in Connecticut if applicable.

T. 17 Trucks ordered but not utilized are subject to a “no use/no load” fee equivalent to 30 tons times the transportation rate.

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The acceptance of this pricing contract shall be evidence of acceptance of all terms and conditions cited herein or incorporated by reference. We trust this contract is of interest to you and we look forward to being of service.

If you wish to accept these services please have an authorized signatory for your firm sign as indicated below and email the executed contract to contractadmin@wlfrench.com.

As always, should you have any questions or comments related to this contract please contact me at 978.663.2623.

In closing, our team looks forward to working with Town of Merrimac towards making Merrimac Catch Basin Cleanings a success for all parties involved.

Sincerely,

Kevin Delaney

W. L. French Excavating Corporation	Town of Merrimac
Signature (authorized representative)	Signature (authorized officer)
Name and Title (please print)	Name and Title (please print)
Date	Date

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PROJECT INFORMATION WORKSHEET

WLF Contract No.	**C2023-1555-1**	**Project Name**	**Merrimac Catch Basin Cleanings**

Company Name |

Complete Address |

Office Phone Number |

Field Office Phone Number |

Would You Like Invoices & Backup Sent Via Email | Yes No

Project Owner |

Company CEO/President | Name & Email Address

Field Superintendent/Foreman | Name & Email Address

Project Manager/Engineer: Name & Email Address

Subcontractor Safety Manager: Name & Email Address

Subcontractor Safety Rep | Name & Email Address

Billing Contact | Accounts Receivable | Name & Email Address

Compliance Contact | Name & Email Address

Other Contact | Name & Email Address

Emergency Phone Numbers (home, cell or other. Please specify.)

Name, Title. Phone No

Name, Title, Phone No

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Agenda Item
Merrimac Select Board
01/03/24

Next Meeting Date

Subject:

January 15th is MLK Day;

Agenda Item
Merrimac Select Board
01/03/24

Sidewalk Proposal

Subject:

Attachments:

Snow agreement for Merrimac MA sidewalks UPDATED 1-2-24

Newton, NH 03858
(603) 777-7883

Town of Merrimac
2 School Street
Merrimac, MA 01860

Snow and Ice Management Service Agreement

Schulte, Inc. (herein after, 'Contractor') will provide 24/7 "Weather Monitoring" and "Snow and Ice Management" Services (herein after, 'Services') for the listed **Town of Merrimac Massachusetts** (herein after 'Property') for the period of October 15, 2023 - April 30, 2026. We can provide you with a Certified Storm Total Report from our outsourced weather forecasting partner, Weather Works, Inc, for each event or for the season, upon request.

Standard Service

The contractor shall have all areas cleared within 24 hours after the end of an event.
Sidewalk clearing and treatment along Church Street starting at Mechanic Street. Both sides of the street, down to Hanson Drive. This includes snow removal at the end of the event and treatment of the sidewalks at the same time.

Contractor uses Liquid Brine, rock salt, or treated salt on parking areas and Calcium Chloride on Walks.

Sidewalks will be done with a shoveling crew and equipment supplied by Schulte.

Standard Service Fees per Event

$1,873.00

Attachment: Snow agreement for Merrimac MA sidewalks UPDATED 1-2-24 (Sidewalk Proposal)

Terms:

Property, for Services received, shall pay Contractor within fifteen (15) days from the Invoice date in lawful money of the United States. Any payment not received within fifteen (15) days from the Invoice date shall be subject to a late fee of eighteen per centum (18%) per annum, invoiced at one and one half per centum (1.5%) per month, prorated per day, starting on the sixteenth (16^{th}) day from the Invoice date. Service may become interrupted for any late payments over thirty-one (31) days past the Invoice date and the Contractor does not accept any liability arising from an interruption of service.

Acceptance:

Your signature indicates that you are agreeing to the terms and conditions indicated herein as proposed by Contractor. Additionally, you are agreeing that the Contractor will serve as your exclusive Snow and Ice Management Service Provider during the agreement period. This agreement may be terminated with thirty (30) day written notice by either party for any reason.

Agreement Guarantee:

Our services will be performed in a skillful manner to meet or exceed the best industry standards and practices. Contractor is not responsible for "Acts of God" and assumes no liability for natural occurring conditions or phenomena. Our workers are fully covered by Workman's Compensation Insurance and our Services are fully covered by General Liability Insurance.

The snow emergency number is (603) 314-3060.

Authorized Representative Property	Authorized Representative, Contractor
Printed Name	Printed Name of Contractor
Date	Date

Prepared by: Chris Schulte/Shaun Hickey

Attachment: Snow agreement for Merrimac MA sidewalks UPDATED 1-2-24 (Sidewalk Proposal)

Agenda Item
Merrimac Select Board
01/03/24

Initiate Negotiations for Michelle Barry's Contract

Subject:

Agenda Item

Merrimac Select Board

01/03/24

3. to Discuss Strategy with Respect to Collective Bargaining or Litigation If an Open Meeting May Have a Detrimental Effect on the Bargaining or Litigating Position of the Public Body and the Chair So Declares.

Subject: