



Merrimac Select Board

Select Board Meeting

03/11/24

**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](https://meet.google.com/paw-bthx-hpk)**

II. CALL TO ORDER

PRESENT: Manni, Gorzynski

ABSENT: Beaulieu

Recorded and televised

III. APPROVE AGENDA

1. Motion to approve

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Chris Manni, Chairman
SECONDER:	Irina Gorzynski, Member
AYES:	Manni, Gorzynski
ABSENT:	Beaulieu

IV. MINUTES APPROVAL

1. Merrimac Select Board - Select Board Meeting - Feb 26, 2024 7:00 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Chris Manni, Chairman
SECONDER:	Irina Gorzynski, Member
AYES:	Manni, Gorzynski
ABSENT:	Beaulieu

V. APPROVAL OF PAYROLL AND VENDOR WARRANT OF MARCH 4, 2024

1. Motion to approve

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:	Chris Manni, Chairman
SECONDER:	Irina Gorzynski, Member
AYES:	Manni, Gorzynski
ABSENT:	Beaulieu

VI. APPOINTMENT

1. 7:00 PM Request from Stephen Baker to Meet with the Select Board Re: Rent Control Meeting

Russ Hertrich and Stephen Baker, trailer park owner-Inquiry to the status of the Merrimac Rent Control Board. Baker will be looking to rent increases, and they need to have public hearings before coming to an amenable agreement. Gorzynski is currently serving on the board. Manni says we have an interested person for the rent control board. The select board will get the 3-member board together. Baker says other management issues need to be addressed by a RCB. Sandy Venner is present. She can provide background as she has served on the RCB. Before formally appointing new board members, they will make sure there is a diverse group. Manni says the select board has their homework and will have a formal board together. Hertrich says there are other issues, evictions, late payments, etc. Manni says the SB needs to re-establish board membership.

VII. CORRESPONDENCE

1. MVPC Assesment for Merrimac 022724
2. Ch90 Fy25

Estimate for Chapter 90 funds is the same as expected.

4. Motion to file

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Chris Manni, Chairman
SECONDER:	Irina Gorzynski, Member
AYES:	Manni, Gorzynski
ABSENT:	Beaulieu

VIII. OLD BUSINESS

None

IX. NEW BUSINESS

1. Contract Amendment- Extension for Coastal Metals Brownfield Cleanup

Motion made by Manni and seconded by Gorzynski for the chair to sign Vote 2-0 in favor

RESULT:	APPROVED
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2. Yard Waste Site 2024 Operating Schedule

Motion made by Manni and seconded by Gorzynski to approve schedule as presented Vote 2-0 in favor

RESULT:	APPROVED
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3. Library HVAC Phase 1 Archive Room

Sinibaldi would like the go ahead with the proposals for the library HVAC. \$12,400, \$10,200; monies approved in a prior town meeting. This is the most significant space to repair. Has nothing to do with the community room.

Motion made by Manni and seconded by Gorzynski for DPW Director to continue with quotes and contracts in

the process Vote 2-0 in favor

RESULT:	APPROVED
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4. IMA Greater Amesbury PHE Group 1.30.24 RMM

It appears to have gone through all the proper channels. Motion for the chair to sign agreement as presented

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Chris Manni, Chairman
SECONDER:	Irina Gorzynski, Member
AYES:	Manni, Gorzynski
ABSENT:	Beaulieu

5. Bronwyn Crocker Volunteer Form

Hold off on the appointment until we have a Rent Control Board recommendation for the next meeting; Manni would like to take into consideration the applications. Share Virginia Noble's application.

6. Letter of Resignation 2-28-2024 Kevin Choinski

Motion to accept the letter of resignation of Kevin Choinski

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Chris Manni, Chairman
SECONDER:	Irina Gorzynski, Member
AYES:	Manni, Gorzynski
ABSENT:	Beaulieu

7. Time Off Request-Jen Penney

Motion to approve

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Chris Manni, Chairman
SECONDER:	Irina Gorzynski, Member
AYES:	Manni, Gorzynski
ABSENT:	Beaulieu

8. Update on Schools

Update on schools. PRSD school committee will vote on budget tomorrow night. The feedback the town has provided to Pentucket is that Merrimac is not doing an override. Whittier committee-Manni was not able to make it; nor was McLeod.

MBTA Communities Act has been in the news-Manni has had discussions with legislators and mentioned the state of our wastewater treatment plant.

Gorzynski wanted to confirm that she can discuss and offer opinions on warrant articles when presented. They should be available to discuss at the March 25th meeting.

X. ADJOURN

1. Motion to adjourn at 7:36 PM

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Chris Manni, Chairman
SECONDER:	Irina Gorzynski, Member
AYES:	Manni, Gorzynski
ABSENT:	Beaulieu



Agenda Item
Merrimac Select Board
03/11/24

7:00 PM Request from Stephen Baker to Meet with the Select Board Re: Rent Control Meeting

Subject:

Attachments:

Request to Meet from Stephen Baker Regarding Rent Control Board

From: [REDACTED]
To: [Jennifer Penney - SELECT BOARD \(X3080\)](#)
Subject: rent control meeting
Date: Monday, February 26, 2024 9:13:11 AM

Good morning Penney, We would like a meeting with your office to discuss North community and Carriage town park rent increases for this year. It has been a long time since we have utilized the rent control board to review this process. It would be helpful to familiarize us to understand the players and procedures for sucessful and orderly meetings .

Thank you . Stephen Baker. [REDACTED]



Merrimac Select Board

2 School Street
Merrimac, MA 01860

SCHEDULED

Meeting: 03/11/24 07:00 PM

Department: Merrimac Select Board

Category: Courtesy Copy

Prepared By: Jennifer Penney

Initiator: Jennifer Penney

Sponsors:

CORRESPONDENCE (ID # 8562)

DOC ID: 8562

MVPC Assesment for Merrimac 022724



Plan • Innovate • Promote

160 Main Street, Haverhill, Massachusetts 01830 | P: 978.374.0519 | F: 978.372.4890 | mvpc.org

February 27, 2024

Board of Assessors
Town of Merrimac
4 School Street
Merrimac, MA 01860

Dear Assessors:

In accordance with Chapter 40B of the General Statutes and Chapter 849 of the Acts of 1969, I hereby certify that the Merrimack Valley Planning Commission has determined the proportion of its expenses for Fiscal Year 2025 to be paid by the Town of Merrimac to be \$2,628.77. This figure is based on the following computations:

Community	2020 Population	Per Capita Rate	Assessment Amount
Amesbury	17,366	\$0.3910	\$6,790.31
Andover	36,569	\$0.3910	\$14,298.91
Boxford	8,203	\$0.3910	\$3,207.47
Georgetown	8,470	\$0.3910	\$3,311.87
Groveland	6,752	\$0.3910	\$2,640.11
Haverhill	67,787	\$0.3910	\$26,505.52
Lawrence	89,143	\$0.3910	\$34,855.97
Merrimac	6,723	\$0.3910	\$2,628.77
Methuen	53,059	\$0.3910	\$20,746.70
Newbury	6,716	\$0.3910	\$2,626.04
Newburyport	18,289	\$0.3910	\$7,151.22
North Andover	30,915	\$0.3910	\$12,088.13
Rowley	6,161	\$0.3910	\$2,409.02
Salisbury	9,236	\$0.3910	\$3,611.39
West Newbury	4,500	\$0.3910	\$1,759.55

Please, therefore, include the amount of \$2,628.77 in the Fiscal Year 2025 tax levy of the Town of Merrimac as required under Chapter 40B and Chapter 849.

Very Truly Yours,

James H. Barnes
Treasurer

cc: Board of Selectmen
Finance Committee
Planning Board

Attachment: MVPC Assesment for Merrimac 022724 (MVPC Assesment for Merrimac 022724)

*Plan • Innovate • Promote*

160 Main Street, Haverhill, Massachusetts 01830 | P: 978.374.0519 | F: 978.372.4890 | mvpc.org

February 27, 2024

Carol McLeod, Treasurer
Town of Merrimac
4 School Street
Merrimac, MA 01860

Dear Ms. McLeod:

In accordance with Chapter 40B of the General Statutes and Chapter 849 of the Acts of 1969, the Merrimack Valley Planning Commission has determined the Town of Merrimac's share of its Fiscal Year 2025 financial requirements to be \$2,628.77.

This amount is required by law to be paid, under the provisions of Chapter 40B and Chapter 849, on July 1, 2024 or as soon as possible thereafter.

Please send your payment to:

Merrimack Valley Planning Commission
160 Main Street
Haverhill, Massachusetts 01830

Very Truly Yours,

A handwritten signature in black ink that reads 'James H. Barnes'.

James H. Barnes
Treasurer

Enclosure

cc: Board of Assessors
Board of Selectmen

Attachment: MVPC Assesment for Merrimac 022724 (MVPC Assesment for Merrimac 022724)

INVOICE

Date: February 27, 2024

To: Carol McLeod, Treasurer
Town of Merrimac
4 School Street
Merrimac, MA 01860

Merrimack Valley Planning Commission

Assessment for Fiscal Year 2025

\$2,628.77

Please reply to:

James H. Barnes, Treasurer
Merrimack Valley Planning Commission
160 Main Street, Suite 1
Haverhill, Massachusetts 01830-5000

Attachment: MVPC Assesment for Merrimac 022724 (MVPC Assesment for Merrimac 022724)

**Merrimac Select Board**

2 School Street

Merrimac, MA 01860

Meeting: 03/11/24 07:00 PM

Department: Merrimac Select Board

Category: Information

Prepared By: Jennifer Penney

Initiator: Jennifer Penney

Sponsors:

SCHEDULED~~CORRESPONDENCE (ID # 8559)~~~~DOC ID: 8559~~**Ch90 Fy25****COMMENTS - Current Meeting:**

Estimate for Chapter 90 funds is the same as expected.



OFFICE OF THE GOVERNOR
COMMONWEALTH OF MASSACHUSETTS
STATE HOUSE BOSTON, MA 02133
(617) 725-4000

MAURA T. HEALEY
GOVERNOR

KIMBERLEY DRISCOLL
LIEUTENANT GOVERNOR

February 27, 2024

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

Dear Ben Beaulieu,

We are pleased to announce that under the administration of Governor Maura Healey and Lieutenant Governor Kim Driscoll, a total of \$400 million for Fiscal Year 2024 and Fiscal Year 2025 was filed for the MassDOT Chapter 90 Program to support local infrastructure across the Commonwealth's 351 cities and towns over the next two years.

This funding demonstrates the Administration's continued support in strengthening municipal partnerships and providing financial resources that support transportation improvements at the local level.

This letter certifies that, contingent upon legislative approval of the \$200 million annual bond authorization, Merrimac's Chapter 90 apportionment for Fiscal Year 2025 is \$197,326.92.

This apportionment will automatically be incorporated into your existing Chapter 90 contract with MassDOT with no further action needed by the municipality. Apportionments for all communities are available online at www.mass.gov/chapter-90-program. Please note that while the bill enacting these funds has been filed, the funds are not available for municipal use until final legislative approval is obtained.

The Chapter 90 Program is an integral part of maintaining and enhancing your community's infrastructure and is an essential component of our state-local partnership. We look forward to working with you in the coming year to continue the success of this program.

Sincerely,

Maura Healey
Governor

Kim Driscoll
Lieutenant Governor

Attachment: CH90 FY25 (Ch90 FY25)



Merrimac Select Board

2 School Street
Merrimac, MA 01860

9.1

Meeting: 03/11/24 07:00 PM

Department: Public Works

Category: Contract

Prepared By: Alyssa Sexton

Initiator: Alyssa Sexton

Sponsors:

ADOPTED

CORRESPONDENCE (ID # 8554)

DOC ID: 8554

Contract Amendment- Extension for Coastal Metals Brownfield Cleanup

Original grant contract went through 12/31/23. Concrete testing is complete, awaiting results for remediation plan. Mass Development has extended the contract through June 30th, 2024.

COMMENTS - Current Meeting:

Motion made by Manni and seconded by Gorzynski for the chair to sign Vote 2-0 in favor

RESULT: APPROVED

AMENDMENT NO. 1
For Municipal Brownfields Site Assessment and Remediation Grant

THIS FIRST AMENDMENT (the “Amendment”) hereby amends that certain Municipal Brownfields Site Assessment Remediation Grant Agreement dated March 28, 2023, by and between **MASSACHUSETTS DEVELOPMENT FINANCE AGENCY**, a Massachusetts body politic and corporate created and established under Chapter 23G of the Massachusetts General Laws, having its principal place of business at 99 High Street, 11th Floor, Boston, MA 02110 (“MassDevelopment”) and the **TOWN OF MERRIMAC**, a body politic and a political subdivision of the Commonwealth of Massachusetts having a mailing address at 2 School Street, Merrimac, MA 01860 (the “Sponsor”), concerning the Sponsor’s Project on the land located at 2 Little’s Court, Merrimac, MA 01860 (the “Site”). All capitalized terms in this Amendment not defined herein shall have the meanings given to them in the Agreement.

WITNESSETH THAT

WHEREAS MassDevelopment and Sponsor wish to amend the Agreement to change certain dates thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent of being legally bound, the parties hereby agree as follows:

1. Under the **Sponsor Representations and Warranties** of the Agreement section 1(a) is hereby deleted in its entirety and replaced with the following language:

“Use good-faith efforts to complete the Assessment and/or Remediation on or before **June 30, 2024**, and shall submit all of its requests for MassDevelopment Funds (hereafter defined) no later than **September 30, 2024**.”
2. Effect of Amendment. Except as modified by this Amendment, the Agreement and all the covenants, agreements, terms, provisions, and conditions thereof shall remain in full force and effect and are hereby ratified and affirmed, and MassDevelopment and Sponsor hereby agree that the Agreement remains in full force and effect. In the event of any conflict between the terms contained in this Amendment and the Agreement, the terms of this Amendment shall supersede and control the obligations and liabilities of the parties.
3. Successors and Assigns. Each of the covenants, conditions, and agreements contained in this Amendment shall inure to the benefit of and shall apply to and be binding upon MassDevelopment and Sponsor and their respective heirs, legatees, devisees, executors, administrators and permitted successors and assigns.

4. Miscellaneous. This Amendment becomes effective only upon execution and delivery hereof by MassDevelopment and Sponsor. The captions of the paragraphs and subparagraphs in this Amendment are inserted and included solely for convenience and shall not be considered or given any effect in construing the provisions hereof.
5. Authority. Each of MassDevelopment and Sponsor guarantees, warrants, and represents that the individual or individuals signing this Amendment on its behalf have the power, authority and legal capacity to sign this Amendment on its behalf of and to bind all entities, corporations, partnerships, limited liability companies, joint venturers or other organizations and entities on whose behalf such individual or individuals have signed.
6. Counterparts; Facsimile and PDF Signatures. This Amendment may be executed in one or more counterparts, each of which, when taken together, shall constitute one and the same document. A facsimile, electronic or portable document format (PDF) signature on this Amendment shall be equivalent to, and have the same force and effect as, an original signature.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXECUTED as of the ____ day of _____ 2024 by the authorized representatives of the parties hereto.

Approved as to form:

**MASSACHUSETTS DEVELOPMENT
FINANCE AGENCY**

Agency
Counsel

By: _____

Name: Eleni Varitimos
Title: Senior Vice President
Community Investment

TOWN OF MERRIMAC

By: _____

Name:
Title:

*[Signature page of Amendment No. **1** to Brownfields Remediation Grant Agreement between MassDevelopment and **Town of Merrimac**.]*

Attachment: Amendment 2.22.24 (Contract Amendment- Extension for Coastal Metals Brownfield Cleanup)



Merrimac Select Board

2 School Street
Merrimac, MA 01860

ADOPTED

Meeting: 03/11/24 07:00 PM

Department: Public Works

Category: Information

Prepared By: Alyssa Sexton

Initiator: Alyssa Sexton

Sponsors:

CORRESPONDENCE (ID # 8555)

DOC ID: 8555

Yard Waste Site 2024 Operating Schedule

COMMENTS - Current Meeting:

Motion made by Manni and seconded by Gorzynski to approve schedule as presented Vote 2-0 in favor

RESULT: APPROVED

Battis Road Yard Waste Site 2024

Permit Required

Purchase at www.townofmerrimac.com

Open **April 6th** through **November 23rd**

Friday's 10AM – 2PM

Saturday's 8AM – 12PM

CLOSED: 5/25 Memorial Day Weekend
& 8/31 Labor Day Weekend

Christmas Tree Drop Off: Saturday January 4th & 11th 2025
at Mill St.



Merrimac Select Board

2 School Street
Merrimac, MA 01860

9.3

Meeting: 03/11/24 07:00 PM

Department: Public Works

Category: Contract

Prepared By: Alyssa Sexton

Initiator: Alyssa Sexton

Sponsors:

ADOPTED

CORRESPONDENCE (ID # 8556)

DOC ID: 8556

Library HVAC Phase 1 Archive Room

COMMENTS - Current Meeting:

Sinibaldi would like to go ahead with the proposals for the library HVAC. \$12,400, \$10,200; monies approved in a prior town meeting. This is the most significant space to repair. Has nothing to do with the community room.

Motion made by Manni and seconded by Gorzynski for DPW Director to continue with quotes and contracts in the process. Vote 2-0 in favor.

RESULT: APPROVED

ELECTRICAL PROPOSAL

BROUGHTON ELECTRIC

18 AYER CIRCLE

SEABROOK, NH 03874

Phone # 603-498-1717

Fax # 603-760-2065

Broughtonelectric@yahoo.com

Master Lic # NH 9951 – MA 15408A – ME MS60018256

Robert Sinibaldi
Building Commissioner

Town Library
Archive Room
AC split system power feeds

Disconnect and remove all the existing circuitry and equipment to the existing outside AC condenser and the inside attic air handler above the archive entry.

Install new circuitry from the power panel out to the new heat pump.

Install service switch and wiring to the terminals.

Install new circuit from the power panel to the new air handler with a service switch and terminal connections.

Provide wiring with a service switch to the heat recover unit in the attic space.

Total Proposed Bid: \$4,728.00

Material, labor, and permit fees are included in this proposal.

Any changes and or alterations to the above proposal will be agreed upon and charged accordingly.

All low voltage wiring and connections will be made by others.

Attachment: Bob sinibaldi proposal (Library HVAC Phase 1 Archive Room)

**BETTER COMFORT SYSTEMS, INC.**

January 23, 2024

Merrimac Public Library
86 West Main Street
Merrimac, MA 01860
Attn: Robert Sinibaldi

RE: Library-Archive Room HVAC

Bob,

We are pleased to submit our pricing to you for the replacement of the Archive Room HVAC at the Library. Our quote includes the following:

Our proposal includes the following:

Scope of Work:**Archive Room**

- Recover and reclaim (1) existing Condensing unit
- Remove existing Air Handler and Condensing unit
- Provide and install new Condensing Unit Stand
- Provide and install (1) VRF Heat Pump Condensing unit and Matching Ducted Air handler
- Provide and install (1) ERV's and associated duct systems
- Reconfigure duct systems for revised Air Handler
- Provide and install Refrigeration piping
- Test, Purge, evacuate and charge system with refrigerant
- Check, test and start new systems
- Controls and control wiring-Local control only
- Crane and rigging

Excludes:

- Electrical- Line voltage
- Tie in to existing DDC Control- Once all products are submitted, we will need to work with control vendor to verify scope.

Cost-\$40,300.00

Current Rebate Available-\$11,500.00

Thank you for the opportunity to bid this project to you. If you have any questions regarding this quote, please do not hesitate to call. We look forward to working with you on this project.

Yours for Better Comfort,

James M Schiavone

James M Schiavone
President

1310 Eastern Ave Malden , Ma 02148 Ph 781-321-4099 Fax 781-321-8640 ips@bettercomfort.com

Attachment: Merrimac Library C13305 Archive Unit Replacement (Library HVAC Phase 1 Archive Room)



Agenda Item
Merrimac Select Board
03/11/24

IMA Greater Amesbury PHE Group 1.30.24 RMM

Subject:

Attachments:

IMA Greater Amesbury PHE Group 1.30.24 RMM
grant info

Greater Amesbury Public Health Excellence Group
Inter-Municipal Agreement (IMA)
for the Public Health Excellence for Shared Services Grant

This Intermunicipal Agreement (hereinafter “Agreement”), is entered into by and between cities and/or towns of Amesbury, Georgetown, Groveland, Merrimac, Newbury, Newburyport, Rowley, and West Newbury, hereinafter referred to collectively as the “Municipalities,” and individually as a “Municipality,” and Amesbury, in its capacity as Host Agent of the Greater Amesbury Public Health Excellence Group, (hereinafter referred to as “Greater Amesbury PHE Group”) this ____ day ____ 2023, as follows:

WHEREAS, the City of Amesbury was awarded a Public Health Excellence for Shared Services grant by the Commonwealth of Massachusetts (the “Grant Program”) to create a cross-jurisdictional public health services sharing program consistent with the recommendations of the Special Commission on Local and Regional Public Health’s (SCLRPH) June 2019 Report; and

WHEREAS, the purpose of the Grant Program is to implement the recommendations made in the SCLRPH’s June 2019 Report by increasing local public health capacity through cross-jurisdictional shared services programs and agreements; and

WHEREAS, each of the Municipalities offers public health services and resources, and desires to increase its capacity to provide said services and resources and improve regional public health and meet performance standards set by the Commonwealth by entering this Agreement; and

WHEREAS, the City of Amesbury, entering into an agreement with the Commonwealth of Massachusetts governing its participation in the Grant Program, is willing and able to manage the administrative obligations of the Grant Program through its Director of Inspectional Services, who shall hereinafter be referred to as the “Program Manager”, and

WHEREAS each Municipality has authority to enter into this Agreement pursuant to M.G.L. c. 40, §4A;

NOW THEREFORE, the municipalities, in mutual consideration of the covenants contained herein, intending to be legally bound thereby, agree under seal as follows:

1. The Public Health Services Collaborative. There is hereby established a collaborative of the Municipalities to be known as the (“Greater Amesbury PHE Group”), which shall hereinafter be referred to as the “Collaborative.” The Collaborative, acting by and through an Advisory board (“Advisory Board”) as established in Section 5 of this Agreement, and Shared Services Manager, supervised by the Program Manager will coordinate, manage, and direct the activities of the parties with respect to the subject matter of the Grant Program, this Agreement, and the agreement between the (City of Amesbury), and the Commonwealth of Massachusetts, attached hereto as Exhibit A, the terms of which are expressly incorporated herein and shall bind all parties hereto, and any other programs and services related thereto. The purpose of the

Commented [LM1]: Please see paragraph 4 below. Is it different Program Manager from the Services Coordinator may or may not be the Director of Public Health.

Commented [rm2R1]: Yes this is different positions. Program Manager is the the Director of Inspectional Services Amesbury. I modified paragraph 4 to eliminate the possibility of the same person holding both roles. This is a change we have made in our IMA Template for best practices.

Collaborative is to design and implement a program by which the public health staff and resources of the Municipalities are consolidated and shared such that cross-jurisdictional services, investigations, enforcement and data reporting may be carried out and the public health and safety of the Municipalities may be better protected (the “Shared Services Program”).

2. Term. The term of this Agreement shall commence on the date set forth above and shall expire when the funds for the Grant Program are no longer available, or when terminated in accordance with this Agreement, but in no event shall the Term of this Agreement exceed twenty-five (25) years unless permitted by statute. Nothing herein shall be interpreted to prevent the Municipalities from extending the term of this Agreement beyond the exhaustion of the Grant Funds with the written consent of all parties hereto.
3. Lead Municipality. During the term of this Agreement, the (City of Amesbury), acting as the “Lead Municipality,” shall oversee the Grant Program and the shared services program provided for herein (the “Shared Services Program”).

As the Lead Municipality, the (City of Amesbury) shall act for the Collaborative with respect to all grant applications to be submitted and gifts and grants received collectively by the Municipalities. The (City of Amesbury) shall act as the Municipalities’ purchasing agent pursuant to G.L. c. 7, §22B, for all contracts duly authorized by the Advisory Board, established pursuant to Section 5 of this Agreement, to be entered into collectively by the Municipalities. Final approval of any such contract is subject to approval of the Advisory Board and appropriation by each Municipality, to the extent required.

4. Shared Services Coordinator. The (City of Amesbury), as Lead Municipality, shall hire and employ a Shared Services Coordinator ~~and who may or may not be the (City of Amesbury)’s Director of Public Health, and,~~ through the Shared Services Coordinator and its Health Department, shall perform all necessary fiscal and administrative functions necessary to provide the services contemplated under this Agreement, and shall be the holder of all grant funds related to the Grant Program, and may retain up to 15% of the funds received through the Grant Program for wages and resources related to the performance of such duties, in accordance with the Grant Program Scope of Services, attached hereto as Exhibit B and incorporated herein. The Shared Services Coordinator shall report to the Advisory Board and shall keep records of all funding and expenditures for review by the Board and provide periodic financial status updates. For the purposes of employment status and health, retirement and other benefits, and immunities and indemnification as provided by law, the Shared Services Coordinator and any participating Collaborative staff working on behalf of the Collaborative, or the Advisory Board shall be considered employees of (City of Amesbury) and shall be accorded all benefits enjoyed by other (City of Amesbury) employees within the same classification as they are or shall be established.

Commented [LM3]: I am a little concerned about who individual will be. The agreement should lock down the responsible party.

5. Advisory Board

There shall be a Advisory Board which shall be convened not less than quarterly by the Advisory Board Chair/Co-Chairs.

- a. Composition: one member and one alternate, both appointed by the Board of Health from each municipality. One representative from each municipality shall be a full voting member whose term shall be as determined by each municipality's local Board of Health. The voting member shall be a Board of Health member or designee of that municipality's Board of Health. Each participating municipality shall also have a second representative who shall be an associate member and who may vote only when the full member is not in attendance. Each municipality shall maintain its individual local Board of Health, which shall retain its own legal authority and autonomy as provided by law. The Shared Services Coordinator will be a non-voting member of the Advisory Board; however, in the event of a tie would be permitted to cast a deciding vote.
- b. Voting: Each participating municipality shall be entitled to one vote on the Advisory Board. Every voting member shall have an equal voice in determining shared priorities, and services to be provided.
- c. Quorum: A majority of the voting members of the Advisory Board shall constitute a quorum for the purposes of transacting business. The Advisory Board may act by a simple majority of members present and voting unless otherwise provided herein.
- d. Roles and Responsibilities of the Advisory Board:
 - 1) Meet on a regular basis and at least quarterly.
 - 2) Develop annual and long-term goals for the Collaborative.
 - 3) Advise on Collaborative staff priorities.
 - 4) Collaborate in developing a sustainability plan for (Greater Amesbury PHE Group).
 - 5) Adopt any Collaborative-wide policies and recommended regulations.
 - 6) Review and provide recommendations on operating budgets.
 - 7) Assure compliance with all mandatory reporting requirements as proscribed by the Department of Public Health ("DPH") and Office of Local and Regional Health ("OLRH").
 - 8) Assure attendance at monthly or other grant holder meetings convened by DPH and OLRH.
 - 9) Review financial status and financial statements provided by the Shared Services Coordinator.
 - 10) Review and provide recommendations on reports from staff.
 - 11) Hire, evaluate and terminate staff.
- e. Meetings. The Advisory Board shall meet no less than quarterly and may schedule additional meetings, as necessary. All meetings shall be conducted in compliance with the Massachusetts Open Meeting Law M.G.L. c. 30A, §§ 18-25 as may be amended from time to time if required.

6. Shared Services Program Participation. Each Municipality as part of this Agreement shall participate in the Shared Services Program as follows:
- a. Each Municipality will consent to the Collaborative's duly-authorized agents and representatives exercising the powers provided for herein and by the Advisory Board within the boundaries of said Municipality and will direct its agents and employees to work in good faith with the Collaborative's health agents, nurses, and any other employees the Collaborative may employ from time to time.
 - b. Each Municipality will be a member of the Advisory Board as established pursuant to this Agreement, and appoint and maintain two Advisory Board representatives at all times.
 - c. Each Municipality will use best efforts to ensure that a representative of the Municipality will attend all Advisory Board meetings (either in-person or via remote access) throughout the life of this Agreement.
 - d. Each Municipality will use best efforts to ensure that a representative of the Municipality will attend all training sessions which are offered in conjunction with the Grant Program geared towards stakeholders under the Program, as required by the DPH or its representative.
 - e. Each Municipality will assist in collecting the necessary data as agreed to by the Committee and pursuant to the data reporting policy established pursuant to Section 5 of this Agreement to help meet the goals of the Shared Services Program and the Grant Program. The data collection provided for herein will include, but not be limited to, reporting to the Advisory Board, through the Shared Services Coordinator, public health outcomes and services related to the Shared Services Program and the Collaborative's agents and nurses.
 - f. Each Municipality will request from the appropriate legislative body appropriation for any services, costs and expenses associated with the Collaborative and not covered by the Grant Program. Notwithstanding this provision or any other terms of this Agreement, no party shall be obligated to incur any financial cost above the amount made available herein through grants and gifts or other sources, unless the financial obligation is supported by an appropriation made in accordance with law.
 - g. Each Municipality will help promote and market the Shared Services Program and its services within their community.
7. Payment and Funding. Pursuant to G.L. c. 40, §4A, any funds received by the Shared Services Program, Advisory Board, or the (City of Amesbury) pursuant to this Agreement, shall be deposited with the treasurer of the (City of Amesbury) and held as a separate grant account and may be expended, with the approval of the Advisory Board, under the provisions of G.L. c. 34, §23 and G.L. c. 44, §53A, for contribution

toward the cost of the Shared Services Program and in compliance with established grant guidelines from grantors only.

The Advisory Board may authorize a disbursement of funds for any shared contractor, salary, or wages consistent with the terms of this Agreement, and/or for any program, service or benefit that is consistent with the terms of this Agreement.

Except for the 15% of Grant Program funding for administrative costs that the (City of Amesbury) may retain pursuant to Section 4 of this Agreement, a Municipality may draw on grant funds individually, with prior approval by the Advisory Board, and provided such funds are available, by submitting invoices to the Shared Services Coordinator for reimbursement from the funds, for expenditure consistent with the purposes of the Shared Services Program and applicable grant funding guidelines.

The (City of Amesbury), as the holder of Grant Program funds, will pay the invoice within 30 days, subject to the availability of funds; provided, however, that the (City of Amesbury) shall not be obligated to supply any funding or incur any cost in excess of the amounts made available to the Advisory Board and the Shared Services Program through the Grant Program and/or any other and gifts, grants, or other sources appropriated for the purposes of this Agreement. Individual municipal costs incurred outside the scope of this Agreement and specific to the needs of that Municipality will be borne solely by that Municipality. Any funds contributed by the Grant Program shall only be used for shared public health services consistent with the purposes of this Agreement.

Annually, the Advisory Board will develop and approve a public health services budget for contractual shared services. Initially, these services are funded by a 3-year Public Health Excellence Grant from the Department of Public Health administered by the (City of Amesbury). It is the intention of the (City of Amesbury) to seek additional grant funds to sustain these services but if that is unsuccessful, participating Municipalities will revisit this Agreement and determine whether they will allocate municipal funds to continue participation. The Shared Services Coordinator will provide each Municipality with sufficient notice to allow that Municipality's funding authority to authorize any such expenditure. Until grant funds are expended, there will be no cost to participating municipalities. Execution of this Agreement does not obligate any other participating Municipality to fund the Grant Program and a mutually acceptable written contract amendment would be required to do so.

Pursuant to G.L. c. 40, §4A, any party may, but shall not be required to, raise money by any lawful means to further the purposes of the Shared Services Program and any such funds shall be held by the (City of Amesbury) and expended pursuant to the terms of this Agreement.

8. Other Municipal Services. The Municipalities of the Collaborative may request the Advisory Board to add or remove associated services to be delivered as part of the

Shared Services Program, and such shall take effect only after this Agreement is so amended in writing and approved by each Municipality. The Municipalities are not limited exclusively to the Grant Program and are not required to use all services of the Grant Program. Municipalities may apply for other grants outside the Collaborative.

The Collaborative through a vote of the Advisory Board may apply for other grants, opportunities, funds, and awards for shared services on behalf of the Municipalities. The Advisory Board must approve any and all grants or grant applications submitted as a Collaborative. The Advisory Board may appoint other Municipalities to act as host agencies for these other grant opportunities and the Municipalities agree that this Agreement shall be amended to account for any associated grant terms and conditions.

9. Employees. Employees and personnel of each Municipality providing services pursuant to this Agreement shall be deemed employees of their respective Municipalities, and not shared services employees or employees of any other Municipality. An employee who performs services, pursuant to this Agreement on behalf of another member Municipality, shall be deemed to be acting within the scope of his current Municipal job duties at all times and remain an employee of the employee's Municipality for insurance coverage purposes. Said Municipal employee shall retain all accrued benefits and shall be subject to standard hiring and personnel practices of such municipality.
10. Indemnification & Insurance. To the extent permitted by law, each Municipality shall defend, indemnify, and hold the other Municipalities harmless from and against any and all claims, demands, liabilities, actions, causes of action, costs and expenses, including attorney's fees, arising out of the indemnifying Municipality's acts or omissions, breach of this Agreement, or the negligence or misconduct of the indemnifying Municipality or its agents or employees. In entering into this Agreement, no Municipality waives any governmental immunity or statutory limitation of damages. Should the Collaborative or a Municipality incur any liabilities on behalf of the Grant Program such as unemployment insurance or other unforeseen expenses, each of the member municipalities will proportionally share in the liability for such expenses.

The (City of Amesbury) and the Municipality shall obtain and keep in full force and effect public liability insurance in the amount of One Million Dollars (\$1,000,000) combined single limit for bodily injury, death and property damage arising out of any one occurrence, protecting the other party against all claims for bodily injury, Three Million Dollars (\$3,000,000) aggregate, death, or property damage arising directly or indirectly out of the Indemnification Provisions of this Agreement.

11. Entrance. Any municipality may petition the Collaborative to join this Agreement to the extent permitted by the grants. In order to approve the addition of a new entity to the Agreement for the Grant Program requires the approval of the Massachusetts Department of Public Health and no less than a two-thirds vote of the Advisory Board.
12. Withdrawal. Any Municipality other than the Lead Municipality, by votes of its respective authorizing, may withdraw from this Agreement with the provision of at least three (3) months prior written notice to the Lead Municipalities. Withdrawal requires the vote of both the Select Board and the Board of Health. Upon such withdrawal, the Shared Services Coordinator shall prepare full statements of outstanding unpaid financial obligations under this Agreement and present the same to the terminating Municipality for payment within thirty (30) days thereafter. To the extent permitted by the Grant Program and its agreement with the Commonwealth of Massachusetts pursuant thereto, the Lead Municipality, by a vote of its Select Board and Board of Health, may withdraw from this Agreement upon the provision of at least three (3) months prior written notice to the participating Municipalities and the Advisory Board, and a new Lead Municipality shall thereafter be designated by the Advisory Board, by a vote of the representatives of the remaining parties. Prior to the effective date of its withdrawal, the Lead Municipality shall transfer all funds held pursuant to this Agreement to the new Lead Municipality as designated by the Advisory Board any pay any outstanding unpaid financial obligations under this Agreement within thirty (30) days thereafter. Any Municipality may withdraw at the end of any fiscal year in which the Municipality's legislative body has not appropriated funds sufficient to support that Municipality's continued participation in the subsequent fiscal year if such funds are required. In such an event, the Municipality shall give as much notice to the other Municipalities to this Agreement as the circumstances allow. The Advisory Board, by vote of the remaining members, has the authority to reallocate grant resources or other outside funding that would have been allocated to the withdrawing Municipality. Any data collected from the terminating Municipality through a Shared Services Program project, service, or program will remain with the Advisory Board for analysis by the Shared Services Coordinator and the Advisory Board.
13. Termination. This Agreement may be terminated by a vote of a majority of the Municipalities' representatives of the Advisory Board, at a meeting of the Advisory Board called for that purpose; provided that the representative's vote has been authorized by the Municipality's Chief Executive Officer. Any termination vote shall not be effective until the passage of at least sixty (60) days and until the Municipalities have agreed to an equitable allocation of all remaining costs, expenses and assets.

14. Conflict Resolution. The Advisory Board may hold additional meetings to discuss and resolve any conflicts that may arise including, but not limited to, disagreements regarding the needs of each Municipality, administration of the shared services programs, the terms of this Agreement, data reporting and any other matters the parties deem necessary.
15. Financial Safeguards. The Lead Municipality shall maintain separate, accurate, and comprehensive records of all services performed for each of the Municipalities, and all contributions received from the Municipalities.
16. Assignment. None of the Municipalities shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of all of the other Municipalities.
17. Amendment. This Agreement may be amended only in writing pursuant to an affirmative vote of all Municipalities' (Chief Executive Officer/Appointing Authority).
18. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, or affect the application of such provision to any other circumstances, and the remaining provisions hereof shall not be affected and shall remain in full force and effect.
19. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.
20. Headings. The paragraph headings herein are for convenience only, are no part of this Agreement, and shall not affect the interpretation of this Agreement.
21. Non-Discrimination. Neither the Lead Municipality nor the Municipalities shall discriminate against any person because of race, color, religious creed, national origin, gender, ancestry, sexual orientation, age, handicap, gender identity, genetic information, military service, or any other protected class under the law with respect to admission to, access to, or operation of its programs, services, or activities.
22. Notices. Any notice permitted or required hereunder to be given or served on any Municipality shall be in writing signed in the name of or on behalf of the Municipality giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery or three (3) business days after the date of any properly addressed notice sent by mail as set forth below:

City of Amesbury:
Mayor Kassandra Gove

govek@amesburyma.gov

978-388-8121
Amesbury City Hall
62 Friend St.
Amesbury, MA 01913

Town of Georgetown:
(contact name)
(email)
(phone)
(address)

Town of Groveland:
(contact name)
(email)
(phone)
(address)

Town of Merrimac:
(contact name)
(email)
(phone)
(address)

Town of Newbury:
(contact name)
(email)
(phone)
(address)

City of Newburyport:
(contact name)
(email)
(phone)
(address)

Town of Rowley:
(contact name)
(email)
(phone)
(address)

Town of West Newbury:
(contact name)
(email)
(phone)

(address)

23. Complete Agreement. This Agreement constitutes the entire Agreement between the Municipalities concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between the Municipalities concerning the subject matter hereof. Each Municipality acknowledges that it has not relied on any representations by any other Municipality or by anyone acting or purporting to act for another Municipality or for whose actions any other Municipality is responsible, other than the express, written representations set forth herein.

WITNESS OUR HANDS AND SEALS as of the first date written above.

Mayor, City of Amesbury

Date

Board of Health, City of Amesbury

Date

Select Board, Town of Georgetown

Date

Board of Health, Town of Georgetown

Date

Select Board, Town of Groveland

Date

Board of Health, Town of Groveland

Date

Select Board, Town of Merrimac

Date

Board of Health, Town of Merrimac

Date

Select Board, Town of Newbury

Date

Board of Health, Town of Newbury

Date

Mayor, City of Newburyport

Date

Board of Health, City of Newburyport

Date

Select Board, Town of Rowley

Date

Board of Health, Town of Rowley

Date

Select Board, Town of West Newbury

Date

Board of Health, Town of West Newbury

Date

EXHIBIT A

Grant agreement between the Greater Amesbury Public Health Excellence Group and the
Commonwealth of Massachusetts – to be attached

EXHIBIT B

The scope of services the Greater Amesbury Public Health Excellence Group shall provide the following services in coordination with member municipalities:

TO BE FILLED IN

From: [Carol McLeod - Finance \(X3040\)](#)
To: [Jennifer Penney - SELECT BOARD \(X3080\)](#)
Subject: FW: grant info
Date: Sunday, March 3, 2024 8:31:05 AM
Attachments: [image001.png](#)
[image002.png](#)

See Lisa's response – this is good to go for the Select Boards approval.

Carol A. McLeod, CMMT
 Finance Director, Treasurer, Town Administrator
 Town of Merrimac
 4 School St.
 Merrimac, MA 01860
 (978) 346-0524

Office Hours:

Monday 8 AM – 7 PM
 Tuesday – Thursday 8 AM – 4 PM

From: Lisa Mead <lisa@mtclawyers.com>
Sent: Saturday, March 2, 2024 2:25 PM
To: Carol McLeod - Finance (X3040) <cmcleod@townofmerrimac.com>
Subject: RE: grant info

Carol,

I reviewed it on behalf of Rebecca in Groveland. It is all set. You should be good to go.

I hope you are well.

Lisa

Lisa L. Mead
 [she/her/hers]



Mead, Talerman & Costa LLC
 30 Green St
 Newburyport MA 01950
 978 463 7700 ext 101
 978 463 7747 (fax)

The information contained herein is confidential and may be protected by the attorney-client and/or other applicable privilege(s). It is intended only for the named recipient(s). If you are neither an intended recipient nor a person responsible for delivery to a recipient, you are hereby notified that any unauthorized use, dissemination, distribution or reproduction of the contents hereof is strictly prohibited and may be unlawful.

Attachment: grant info (IMA Greater Amesbury PHE Group 1.30.24 RMM)

If you have received the above transmittal in error, please delete the message and any attachment(s) hereto from your e-mail system and notify us immediately. *Please consider the*

environment before printing this email.



Think before you print.

From: Carol McLeod - Finance (X3040) <cmcleod@townofmerrimac.com>

Sent: Tuesday, February 27, 2024 10:24 AM

To: Lisa Mead <lisa@mtclawyers.com>

Subject: FW: grant info

Good Morning Lisa,

Can you review the attached document for the IMA for the Regional Public Health Agreement?

I see you have worked with Amesbury on it, so not sure if you need to do anything different for us.

A concern I have, is to be sure this doesn't bind us into any additional costs that the Town would be responsible for.

Thank you!

Carol A. McLeod, CMMT
Finance Director, Treasurer, Town Administrator
Town of Merrimac
4 School St.
Merrimac, MA 01860
(978) 346-0524

Office Hours:

Monday 8 AM – 7 PM

Tuesday – Thursday 8 AM – 4 PM

From: Irina Gorzynski - Select Board Member (X3080) <igorzynski@townofmerrimac.com>

Sent: Tuesday, February 27, 2024 9:48 AM

To: Carol McLeod - Finance (X3040) <cmcleod@townofmerrimac.com>

Cc: Jennifer Penney - SELECT BOARD (X3080) <selectmen@townofmerrimac.com>; Benjamin Beaulieu - Clerk <selectman3@townofmerrimac.com>; Chris Manni - Chairman <selectman2@townofmerrimac.com>

Subject: grant info

Good morning,

I just got an email from Chris regarding the grant info. Please see attached.

Attachment: grant info (IMA Greater Amesbury PHE Group 1.30.24 RMM)

Carol, can you please work with legal to review. Thanks

Sent from my iPad

Begin forwarded message:

From: Chris Berube - BOH Chair <cberube@townofmerrimac.com>

Date: February 27, 2024 at 9:37:54 AM EST

To: "Irina Gorzynski - Select Board Member (X3080)"

<igorzynski@townofmerrimac.com>, "Debbie Ketchen - BOH Agent (X3050)"

<healthagent@townofmerrimac.com>

Cc: "Julie Gilchrist - BOH (X3050)" <boh@townofmerrimac.com>, jsboh@yahoo.com

Subject: Re:- grant info

Attachment: grant info (IMA Greater Amesbury PHE Group 1.30.24 RMM)



Agenda Item
Merrimac Select Board
03/11/24

Bronwyn Crocker Volunteer Form

Subject:

Current Vacancies

Planning Board: Alternate Member (1)

Conservation Commission: Alternate Member (1)

Rent Control Board (1)

Historical Commission (1)

Attachments:

Bronwyn Crocker Volunteer Form_Redacted

From: [Bronwyn Crocker](#)
To: [Jennifer Penney - SELECT BOARD \(X3080\)](#)
Subject: New submission from Volunteer Form
Date: Wednesday, February 21, 2024 9:49:36 AM

Name

Bronwyn Crocker

Address

2 Fairfield Ave. Apt 2

Occupation

Caregiver

Phone

[REDACTED]

Email

[REDACTED]

Background

A wide and varied amount of skills

I am a first time volunteer

- No

I am a first time volunteer requesting appointment to:

- Affordable Housing
- Open Space Committee
- Rent Control Board

Attachment: Bronwyn Crocker Volunteer Form_Redacted (Bronwyn Crocker Volunteer Form)



Agenda Item
Merrimac Select Board
03/11/24

Letter of Resignation 2-28-2024 Kevin Choinski

Subject:



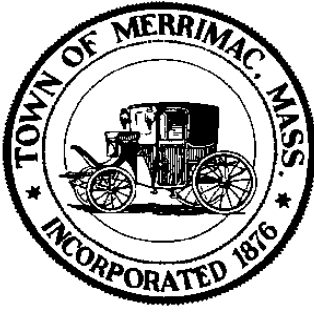
Agenda Item
Merrimac Select Board
03/11/24

Time Off Request-Jen Penney

Subject:

Attachments:

Jen Penney Time Off Request 031824



TOWN OF MERRIMAC

Select Board
2 School Street
Merrimac, MA 01860
(978) 346-8862
FAX (978) 346-7832

EXCUSED LEAVE REQUEST FORM

Employee Name: _____Jennifer Penney_____

Date of Request: _____3/11/2024_____

Dates Requested	Number of Hours	Charged As
3/18/24	8	Vacation
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Employee Signature

Supervisor Approval

Time may be taken in half hour increments ONLY.

Attachment: Jen Penney Time Off Request 031824 (Time Off Request-Jen Penney)