



Merrimac Select Board

Select Board Meeting

05/28/24

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.

II. CALL TO ORDER

PRESENT: Gustison, Manni, Gorzynski, Bruno, Adams

ABSENT:

III. APPROVE AGENDA

IV. MINUTES APPROVAL

1. Merrimac Select Board - Select Board Meeting - May 13, 2024 7:00 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Rob Gustison
SECONDER:	Irina Gorzynski, Member
AYES:	Gustison, Manni, Gorzynski, Bruno, Adams

V. APPROVAL OF PAYROLL AND VENDOR WARRANT OF MAY 13, 2024

1. Motion to approve

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Rob Gustison
SECONDER:	Irina Gorzynski, Member
AYES:	Gustison, Manni, Gorzynski, Bruno, Adams

VI. CORRESPONDENCE

1. Tom Chigas Highway Foreman
2. Cannabis Control Commission Municipal Equity Regulations Enforcement

McLeod will have legal look at it for July.

3. Motion to file correspondence

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Irina Gorzynski, Member
SECONDER:	Rob Gustison
AYES:	Gustison, Manni, Gorzynski, Bruno, Adams

VII. OLD BUSINESS

VIII. NEW BUSINESS

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.

1. Town Administrator's Report

Organizational chart-Gustison agrees this is a first step; he would like a distinction between filled and vacant positions; he'd like to know what positions are filled or not. Where it says staff-list staff. Internet organizational chart; McLeod feels it's a lot to ask to maintain without an HR staff.

Pre-employment physical office is closing; Exeter Hospital is associated with Anna Jacques. McLeod will have more options next meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Chris Manni, Chairman
SECONDER:	Janet Bruno, Board Member
AYES:	Gustison, Manni, Gorzynski, Bruno, Adams

5. Motion to accept Sam Holt's resignation

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Chris Manni, Chairman
SECONDER:	Janet Bruno, Board Member
AYES:	Gustison, Manni, Gorzynski, Bruno, Adams

7. Motion to approve the year end transfer request from the assessors

YET request to transfer from any line item to another with finance committee and select board approval.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Chris Manni, Chairman
SECONDER:	Janet Bruno, Board Member
AYES:	Gustison, Manni, Gorzynski, Bruno, Adams

11. Motion to approve the Principal Assessor job posting

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Chris Manni, Chairman
SECONDER:	Janet Bruno, Board Member
AYES:	Gustison, Manni, Gorzynski, Bruno, Adams

13. Motion to approve time off request

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Rob Gustison
SECONDER:	Irina Gorzynski, Member
AYES:	Gustison, Manni, Gorzynski, Bruno, Adams

2. Senate Budget Debate Update

No major changes. Pentucket-budget has decreased; regional school transportation we are currently at 64%; we were hoping for more like 90%. This is important to understand that we are left out of the picture. Merrimac is not included in increases. Manni has been point of contact for Reps and Senators to change this.

3. Select Board Priority Items

Gustison-pass fiscal year budget without override; increase state contribution to the school; decrease tax for homeowners.

Gorzynski-Ch 70; DPW Director replacement; completion of master plan; bring business back to Merrimac;

water and sewer plant;Whittier repairs; town beautification-is what she ran on;town hall operating hours update; create a strong relationship with other towns.

Manni-stay within an override; public safety is not where we need to be; Ch 70 funding and Whittier; attract small businesses.

Bruno-attracting commercial business; finish master plan; playground.

Adams-ongoing Whittier project; master plan.

Bruno says they need to come together with a plan . Gustison notes a few points to bring the local communities together, including a 150-year anniversary with Amesbury in 2026. Manni asks board to think and come back next meeting with a condensed list to develop action items.

4. Select Board Liaisons and Designees

Manni put together a proposal list to discuss. Gustison -Fire, Police, ZBA; Gorzynski is good with her assignments- Rent Control, Board of Health, and Commission on Disabilities; Bruno- is good with proposed- Council on Aging; Finance Committee; Town Clerk; Adams- School Committee, Light Commissioners, and Planning Board meet. Manni-Capital Planning, Finance Dept, Whittier Tech.

5. Resignation of Andrew Perkins Wastewater Treatment Plant

Motion to accept the resignation

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Chris Manni, Chairman
SECONDER:	Janet Bruno, Board Member
AYES:	Gustison, Manni, Gorzynski, Bruno, Adams

6. Deadline for Commitment of HUD Program Use of HOME Funds

Very restrictive; Motion to make commitment that we will not use funds

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Chris Manni, Chairman
SECONDER:	Irina Gorzynski, Member
AYES:	Gustison, Manni, Gorzynski, Bruno, Adams

7. Single Door Access System Quote

It's cheaper to upgrade the existing alarm system; \$29 a month maintenance fee. Get the service program for a year. Sinibaldi will ask about the factory warranty. This is a door entry upgrade. It will come from town building account. Motion to approve the Wayne Alarm quote

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Chris Manni, Chairman
SECONDER:	Irina Gorzynski, Member
AYES:	Gustison, Manni, Gorzynski, Bruno, Adams

8. J Cannon Conditional Offer-WWTP

Motion to approve

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Janet Bruno, Board Member
SECONDER:	Chris Manni, Chairman
AYES:	Gustison, Manni, Gorzynski, Bruno, Adams

9. Letters of Commendation for Detective Beaulieu and Officer David

Manni feels its important to recognize the officers and Chief Shears. Bruno wonders If the select board should send a congratulatory note to say job well done. Manni and Penney will draft.

10. Property Use Permits Request - Sweetsir School

Motion to approve

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Chris Manni, Chairman
SECONDER:	Rob Gustison
AYES:	Gustison, Manni, Gorzynski, Bruno, Adams

11. Proposal for Engineering Services -SME 20231128_Merrimac_Wastewater Treatment Facility Upgrade (002)

Total estimated value for SME is broken down into multiple facets; contract is to authorize the design phase for up to \$40,000. The contract is for the whole thing, we have to do this part first to move forward with the SRF. It moves us to get to a certain point. Bruno believes it is important to go through the next phase. Sinibaldi will verify with legal that they have reviewed. McLeod wants to make sure the language reflects that it is contingent to move forward in stages as long as we have funding. Motion to approve the proposal for engineering services for the wastewater treatment facility upgrade pending legal counsel approval
Bruno agrees legal needs to make sure of the language.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Chris Manni, Chairman
SECONDER:	Irina Gorzynski, Member
AYES:	Gustison, Manni, Gorzynski, Bruno, Adams

12. Property at Burnside Ln. Substation

Motion to move Light Manager Mary Usovicz up on the agenda. Usovicz offers that the substation sits dormant. Public approached them looking for a place to put the Santa sled. It's a large undertaking to decommission the substation. The light dept wanted to get the public's ideas. All the work is going to be at the cost of the light dept. Manni's concern is environmentally-what studies or tests will they be doing. He's concerned with the possibility with a bigger problem. Sinibaldi says there may be high levels of leachate suggests they do a 21e-environmental assessment. Accepted at town meeting for the sole reason of the substation. Usovicz says they can do a 21e. McLeod will check with town counsel as to whether it has to go to town meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Irina Gorzynski, Member
SECONDER:	Janet Bruno, Board Member
AYES:	Gustison, Manni, Gorzynski, Bruno, Adams

13. Field Conditions

Sinibaldi says there is a plan to add 2 structures to help with drainage. Have to move the water off it. We have an active earmark budget of \$15,000. Gorzynski's question was really the maintenance of the field not the drainage. She says town forest is in bad shape because soccer stopped paying for maintenance. We don't have parks and rec. There is a budget, and Sinibaldi says the budget goes to equipment. Gorzynski says they need to figure something out. McLeod says its only right to reach out to soccer. Gustison asks write a letter to soccer league.

Mowing is happening once a week according to Sinibaldi; Bruno suggests contacting the soccer group. She doesn't feel it needs to be left up to the town. She suggests there may be charitable organizations that would contribute. Manni says we put a policy into place to not charge for use, but maybe we need to reevaluate. Bruno says the organization needs to take some ownership. Nothing has come to the board. Send a letter we are mowing, but we do not have a budget that includes aeration or fertilization. John Caulfield soccer is board

chair.

IX. ADJOURN

1. Motion to adjourn at 8:44 PM

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Chris Manni, Chairman
SECONDER:	Janet Bruno, Board Member
AYES:	Gustison, Manni, Gorzynski, Bruno, Adams



Merrimac Select Board

2 School Street

Merrimac, MA 01860

Meeting: 05/28/24 07:00 PM

Department: Merrimac Select Board

Category: Personnel

Prepared By: Jennifer Penney

Initiator: Jennifer Penney

Sponsors:

SCHEDULED

CORRESPONDENCE (ID # 8682)

DOC ID: 8682

Tom Chigas Highway Foreman

From: [Robert Sinibaldi - DPW \(X3604\)](#)
To: [Carol McLeod - Finance \(X3040\)](#)
Cc: [Jennifer Penney - Select Board \(X3080\)](#)
Subject: Tom Chigas Highway Foreman
Date: Wednesday, May 22, 2024 7:43:24 AM

Carol,

Just wanted to let you know that Tom has been named "Highway Foreman" as of the first pay period in May. This appointment is a conditional/probationary for up to six months. Which can be terminated at any point, by either side.

The increase in pay, is within the current contract figures.

Sincerely,

Robert Sinibaldi
Building Commissioner / Zoning Compliance Officer/DPW Director

State of Confidentiality:

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Attachment: Tom Chigas Highway Foreman (Tom Chigas Highway Foreman)



Agenda Item
Merrimac Select Board
05/28/24

Cannabis Control Commission Municipal Equity Regulations Enforcement

Subject:

Attachments:

Cannabis Control Commission Municipal Equity Regulations Enforcement Take Effect This Month

From: [Government Affairs Department](#)
To: [Matt Giancola](#)
Subject: Cannabis Control Commission Municipal Equity Regulations Enforcement Take Effect This Month
Date: Tuesday, May 21, 2024 5:19:14 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)

Dear Municipal Official,

I hope you are well. Below, please find an update from the Cannabis Control Commission regarding recently implemented municipal equity regulations. As always, if you have any questions, please do not hesitate to reach out to us directly.

Commission Municipal Equity Regulations Enforcement Take Effect This Month

Commission Publishes Model Municipal Equity By-Law or Ordinance Template and Guidance Document to Implement New Compliance Requirements Under State Law

As of May, cities and towns are now required to have in place certain policies and processes to promote equity in the cannabis industry at the local level. To assist constituents and municipalities, following a 3-0 vote at their May 9, 2024 public meeting, the Cannabis Control Commission (Commission) published [a Model Municipal Equity By-Law or Ordinance Template](#) (Model Ordinance), as well as [Guidance on Municipal Equity and Industry Participation](#) (Guidance).

Under Chapter 180 of the Acts of 2022, the Commission was required to establish certain policies for cities and towns to adopt for their engagements with license applicants and licensees that are equity applicants as identified below:

- Social Equity Program Participants (SEP),
- Economic Empowerment Priority Applicants (EEA),
- A new category of Social Equity Businesses (SEB), defined as Marijuana Establishments (MEs) that the Commission has confirmed are made up of majority ownership of individuals who are approved SEPs, EEAs, or both, and
- Individuals and entities that are pre-verified or verified by the Commission as SEBs.

The Model Ordinance and Guidance are intended to support municipalities with clear policies and procedures to encourage full participation in the regulated marijuana industry by communities that were disproportionately harmed by marijuana prohibition and enforcement. Additional information that will be helpful for Host Communities to comply with the new requirements is below.

Submitting Your Host Community Municipal Equity Notification Application

To assist Host Communities with their compliance notification requirements under the state's new municipal equity regulations, the Commission has developed an application for Host Communities to use through the online [Massachusetts Cannabis Industry Portal](#) (MassCIP). [Tutorials](#) for registering for MassCIP and technical assistance are available on the Commission's website. MassCIP will be the primary tool that Commission staff will use to confirm that Municipalities have implemented municipal equity policies and plans.

To complete the notification application, the following information will be needed:

- Name and contact information of the municipality and its authorized municipal representative,
- The Host Community's actions taken to meet the Commission's minimum municipal equity standards as well as supporting documentation,
- Documentation of transparent practices developed by the municipality which can include but are not limited to the following:
 - A photo of the information publicized in a conspicuous location within the municipality's office;
 - A PDF document with a link of the municipality's website displaying the required information; and
 - A digital copy of the Municipality's transparent practices,
- The Host Community's Equity Plan,
- Local municipal data questions, and
- Host Community attestations.

All supporting documentation uploaded to MassCIP should be in one of the following formats and should not exceed 4MB per file: PDF, JPEG, JPG, PNG, GIF.

What to Expect Following Submission of Your Host Community Municipal Equity Application

Commission staff will review applications submitted in the order they are received. Staff will communicate with the municipality and/or its authorized representative as listed in the application regarding any issues or missing information. The Commission is authorized to issue Notices of Deficiencies (NOD) to municipalities and require the submission of Plans of Correction (POC) to enable and encourage Host Communities to come into compliance with state law and regulations.

For Host Communities that may be familiar with the previously stated terminology, please consult with your legal counsel. For immediate information, please see 935 CMR 500.310, 500.320, 501.310, 501.320, and the below:

- **NOD**: A document meant to put municipality on notice of observed or discovered violations within their municipal practices under the enforcement authority of the Commission.
- **POC**: A Host Community's formal response in terms of how they propose to correct the stated deficiencies, including a timeline that will ensure the correction occurs in an efficient manner, which may be accepted or rejected by the Commission's Investigations team. The Host Community will also be responsible for providing proof in the form of documentation reflecting their implementation of the POC demonstrating they have brought their plan into compliance.

Complaints and Penalties

The Commission will continue to accept constituent complaints on any concerns about regulatory compliance issues through email (Commission@CCCMass.com) or phone call (774-415-0200). Complaints relative to this section should be submitted by email with subject line, "Municipal Equity Complaint." After receiving a complaint, Commission staff will investigate the matter and may issue a NOD to the Host Community, require a POC, or issue another notice.

Host Communities will have until May 1, 2025 before the Commission imposes fines against those that are out of compliance and/or failed to come into compliance. After May 1, 2025, the Commission may also publish a list of Host Communities that have been assessed a fine for non-compliance with municipal equity regulations to the Commission's website.

Available Resources for Municipalities

Model Ordinance

The Model Ordinance is intended to support municipalities with clear policies and procedures to

encourage full participation in the regulated marijuana industry by communities that were disproportionately harmed by marijuana prohibition and enforcement. Aside from adopting the Commission's Model Ordinance, other compliant actions can include adoption of an ordinance or by-law to exclusively permit SEBs for at least three (3) years or creating a local approval process for equity applicants that is administered on a 1:1 basis.

Municipal Equity Plans

Municipal Equity Plans should encourage applications from businesses and individuals that would meet the definition of SEBs, SEPs, and EEAs as determined by the Commission as well as individuals from communities disproportionately harmed by cannabis prohibition. These plans should include goals, programs, and measurements a Host Community will utilize to promote and encourage equity participation. [Guidance for Identifying Areas of Disproportionate Impact](#) and more information on [SEB, SEPs, and EEAs](#) can be found on the Commission's website.

Guidance on Municipal Equity and Industry Participation

More information on requirements for Host Communities can be found in the Guidance on Municipal Equity and Industry Participation. The Commission has developed this guidance to assist municipalities working with businesses seeking to apply for licensure as MEs and MTCs. The guidance document contains information on the various license types available through the Commission, the roles of the Commission and Host Communities, municipal equity requirements, and what happens when the Commission receives complaints against Host Communities. The Guidance on Municipal Equity and Industry Participation also discusses best practices for HCA negotiations to ensure municipal equity, but additional information on HCAs can be found in the Commission's published [Guidance on Host Community Agreements](#).

For more information and resources, please visit MassCannabisControl.com. If you have specific questions, please contact the Commission's Government Affairs and Policy Department at GovAffairs@CCCMass.com or (774) 415-0200. Thank you again.

Best regards,



Matt Giancola

Director of Government Affairs and Policy
Cannabis Control Commission
Worcester Union Station
2 Washington Square
Worcester MA 01604
O: (774) 415-0462

Matt.Giancola@cccmass.com

www.MassCannabisControl.com



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Agenda Item
Finance
05/28/24

Town Administrator's Report

Subject:

Attachments:

Town Administrator's Report 5-22-2024

Organization Chart

May 14 Legislative Presentation

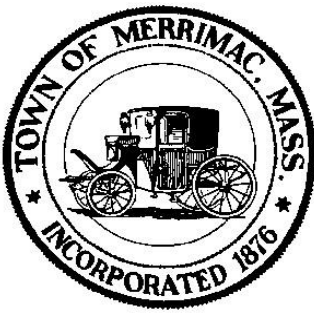
Assessor's Request for Transfer

Sweetsir School Generator & Electrical Upgrade Project

Electrical_Estimate

Principal Assessor - Proposed

Time Off request July



MEMO

DATE: 5/22/2024

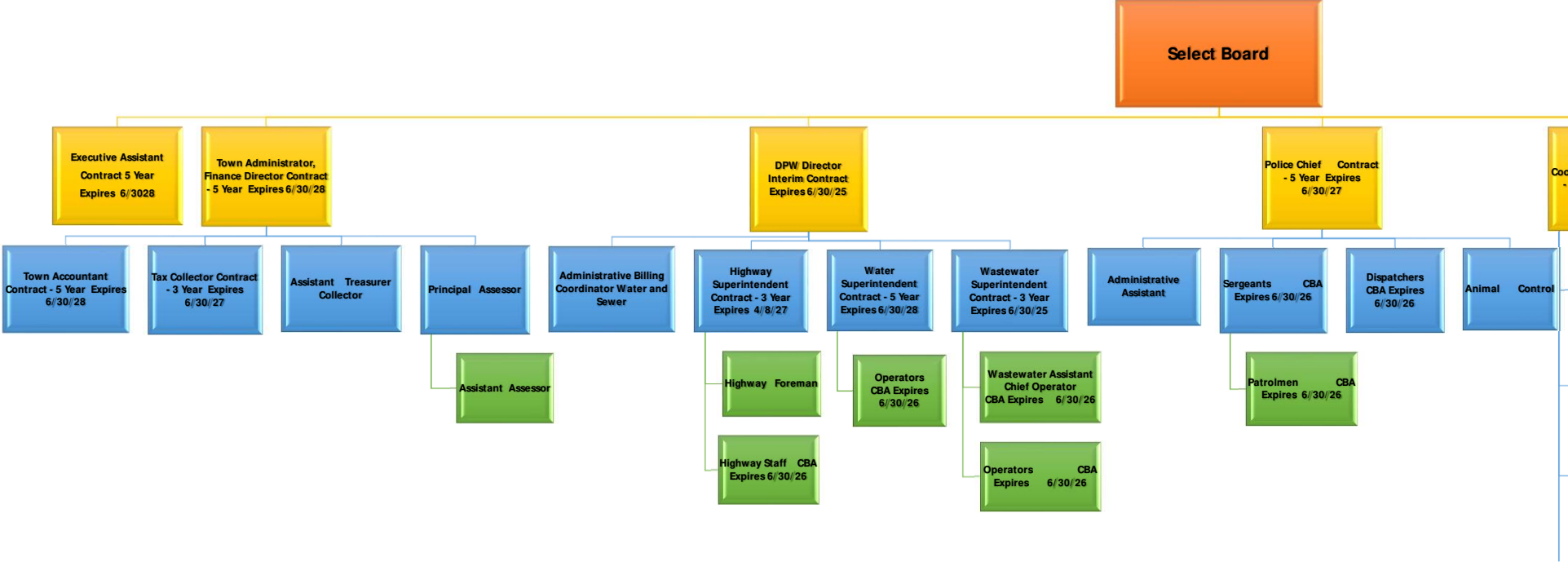
TO: Select Board

FROM: Carol McLeod

RE: Bi-Weekly Update

-
1. **Organizational Chart** – See attached organization charts. There are 2 tabs – one for appointed and one for elected. I have the contracts attached, but haven't figured out how you can open the link. I'll keep working on that.
 2. **North Shore Superintendents Round Table Legislative Meeting**– Attached is the presentation the North Shore Superintendents presented at the round table event with all the local senators and representatives on May 14th. This highlights the important legislation that they would like the legislators to consider endorsing and supporting.
 3. **Samantha Holt Resignation** – Attached is the resignation letter from Samantha Holt, the Conservation Agent. I have accepted her resignation effective May 21, 2024; however, the Select Board must vote to accept this. With your approval the Conservation Commission would like to post the position ASAP.
 4. **Anna Jacques Occupational Health Center** – I was notified on May 22, 2024, that they will be closing effective May 31, 2024. This is where we send employees for pre-employment screening and workers compensation injuries. There is an Occupational Health at Exeter Hospital and I will explore other centers, to find a new provider for the Town.
 5. **Year End Transfer Request** – Please see attached Year End Transfer Request. This needs approval from both the Select Board and the Finance Committee. I will plan to schedule a Finance Committee Meeting towards the end of June, hopefully most departments will know if they need any transfers at that point. I will submit Year End Transfers to your Board as I receive them.
 6. **Sweetsir School Generator & Electrical Upgrade** – Please see attached Estimates and scope of work needed to go out to bid for a generator at the Sweetsir School. The Earmark the Town secured was for \$90,000, of which we've spent \$14,500. I'm sure there will be an additional invoice for the preparation of the estimates and scope. So, as you can see, we are well short of the funding to go out to bid. Please let us know what direction you would like for this project.
 7. **Proposed Job Description for Principal Assessor** – Please see attached proposed job description for Principal Assessor. With your approval we will post this ASAP.

Town of Merrimac Organization Chart - Reporting to the Select Board



Attachment: Organization Chart [Revision 2] (Town Administrator's Report)

North Shore Superintendent Roundtable Legislative Meeting

Essex North Shore – Agricultural & Technical School
May 14, 2024



Welcome and Introductions

Thank you for . . .

					
SOA	State Aid	Special Education	Additional Funding	School Meals	Procurement
Fully funding the first 3 years of the Student Opportunity Act (SOA)	Supporting an increase in minimum Chapter 70 funding from \$30/student to \$104/student	Fully funding the circuit breaker at 75% reimbursement for tuition over the last 2 years	Advocating for additional funding for the MSBA in order to support districts' skyrocketing construction costs	Implementing universal school meals which supports all students & reduces inequities	Increasing procurement thresholds for obtaining quotes from \$50,000 to \$100,000



As You Enter Debate Next Week - Please Advocate For:



Maintain Chapter 70 Minimum at \$104/student <i>Or go as high as possible!</i>	Address the Inflation Gap In Chapter 70 EDU 798 Senator Kennedy	Fully Fund Circuit Breaker <i>(Transport component not fully funded)</i>
Continue to Fully Fund SOA	100% Regional Tran Reimbursement EDU 661 Senator Mark EDU 734 Senator Kennedy EDU 748 Senator Cronis	Fund Rural Schools EDU 631 Senator Mark

Attachment: May 14 Legislative Presentation (Town Administrator's Report)

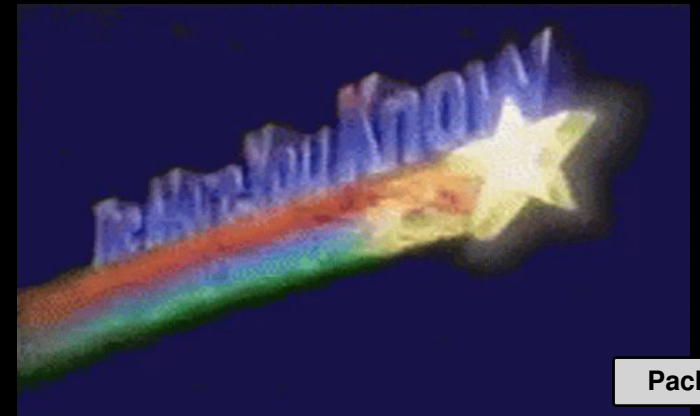
We want to make sure we don't gloss over current bills and miss a chance to ask that you just say no!

- Literacy Bill
- Discipline Bill
- Strike Bill



It's Been a Long Time...

Today is a trip down memory lane to remind us of the lessons history has taught us



Special Education Law (Chapter 766)

1972

Do you remember 1972?



A loaf of bread cost \$0.25

#1 Song:
The First Time Ever I Saw Your Face
by Roberta Flack



Attachment: May 14 Legislative Presentation (Town Administrator's Report)

Legacy Impacts of Chapter 766:

Educational Improvements

- Inclusive educational settings & Least Restrictive Environment
- Team evaluations and annual reviews
- Individual Educational Programs (IEPs)

Unanticipated Consequences

- Special Education budgets between 25-30% of District Budgets results in competition for limited resources between General and Special Education
- Lack of Circuit Breaker reimbursements for in-district programs
- Breadth of Need
- Unregulated cottage industry of Special Ed consultants/advocates/attorneys
- Unilateral placements



Proposition 2½

1980

Attachment: May 14 Legislative Presentation (Town Administrator's Report)

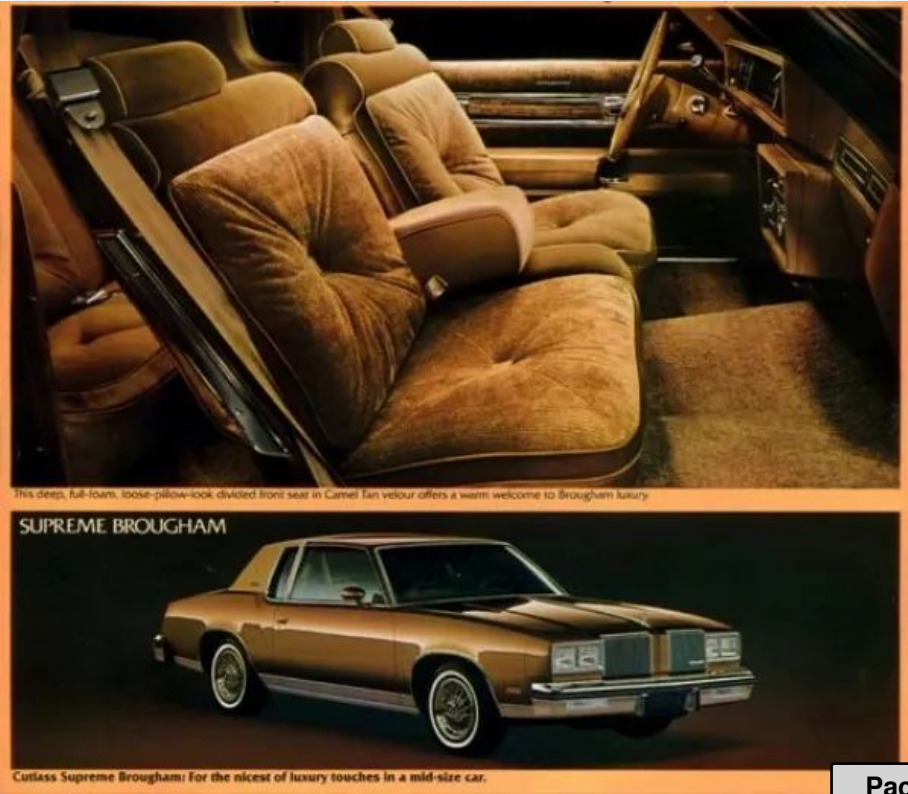
Do you remember 1980?



A loaf of bread cost \$0.50

Ben and Eric

#1 Song: **Call Me** *by Blondie*



Attachment: May 14 Legislative Presentation (Town Administrator's Report)

Legacy Impacts of Proposition 2 ½:



Year after Year Structural Deficits

Annual increases in contractual salary obligations, health care, and special education all grow much faster than 2.5%.

Every year, our Structural Deficits result in:

- Eliminating costs and reducing supplies, services, or staff to compensate
- Burden of proof put on education leaders to create case for increased municipal revenue (overrides, increasing local use taxes, etc.)
- Particularly challenging in regionals as multiple towns must approve overrides
- Politicizes basic needs every year - “Sidewalks vs. Special Education”
- Those who don’t need services or public schools are the most likely to opt out or organize against schools

The Massachusetts Education Reform Act of 1993 - Chapter 70 Funding

8.1.c

1993

Attachment: May 14 Legislative Presentation (Town Administrator's Report)

Do you remember 1993?



A loaf of bread cost \$0.75

#1 Song:

I Will Always Love You
by Whitney Houston



Legacy Impacts of Ed Reform - Chapter 70 :

- Chapter 70 funding worked well the first 10 years, but it is now not keeping up with the needs of our communities
- Addressed Foundation Formula in SOA, but not the full formula
- The mental health component of our schools and how it has impacted school budgets has changed significantly since 1993
- Chapter 70 doesn't adequately fund districts with declining enrollment
- Overall student needs in districts has changed in 30 years
- Inflation rates in formula do not reflect reality
- On any given year, 50% or more of districts are in 'hold harmless' and only receiving minimum aid (doesn't keep up)



TODAY

2024

Attachment: May 14 Legislative Presentation (Town Administrator's Report)

We are all living this new reality...



A loaf of bread cost \$2.54

Justin and Sue

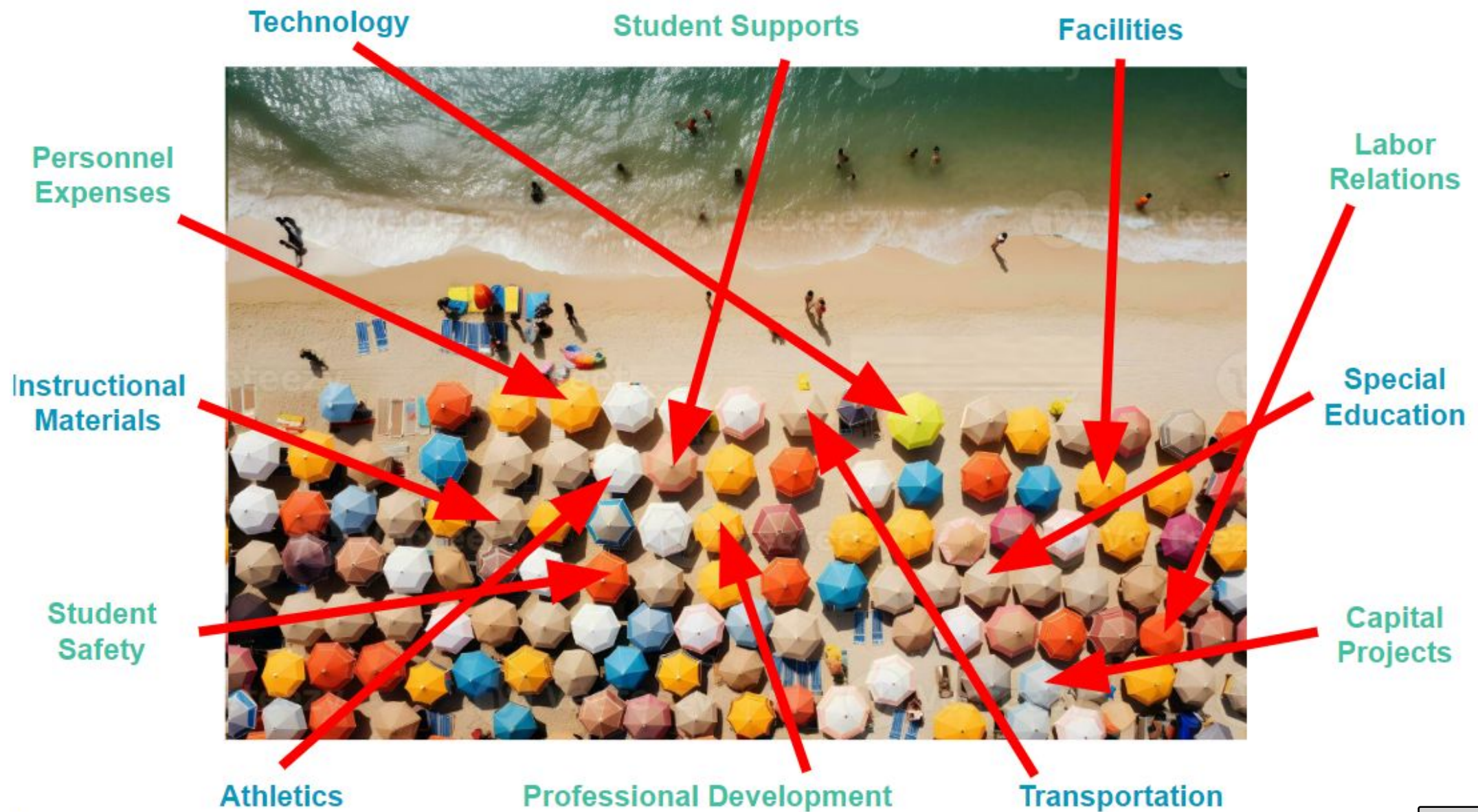
#1 Song:
Lovin' On Me
by Jack Harlow



Half a Century of Change...

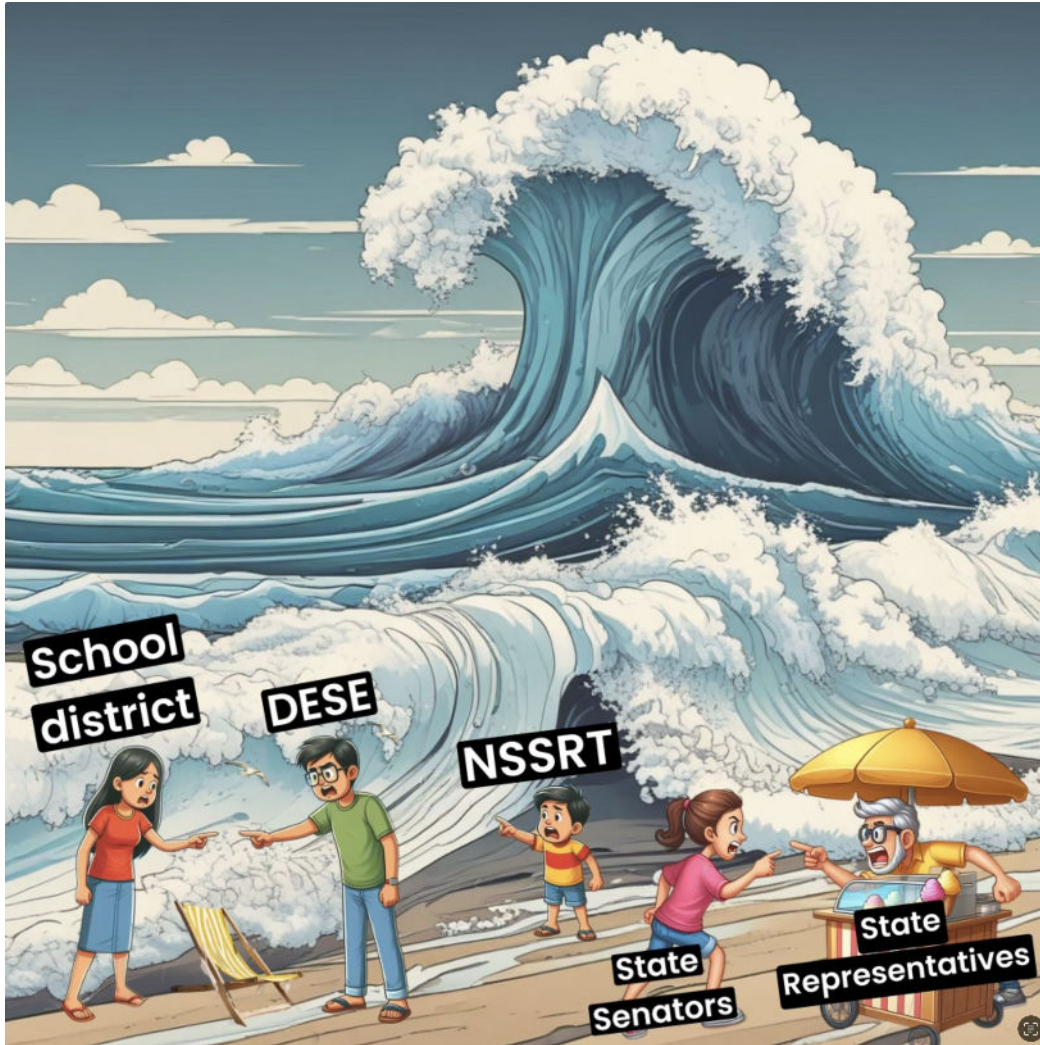
	Bread	Milk	Eggs	#1 Song	Car
1972	\$0.25	\$1.33	\$0.45	The First Time Ever I Saw Your Face <i>Roberta Flack</i>	Beetle
1980	\$0.50	\$1.29	\$0.84	Call Me <i>Blondie</i>	Oldsmobile Cutlass
1993	\$0.75	\$2.09	\$0.91	I Will Always Love You <i>Whitney Houston</i>	Ford Taurus
2024	\$2.54	\$3.89	\$2.99	Lovin on Me <i>Jack Harlow</i>	Tesla Model Y

The Beach is Crowded...All Fighting for the Same Space



Attachment: May 14 Legislative Presentation (Town Administrator's Report)

Meanwhile, the Tsunami is Coming (sooner than we think...)



- 1972 (Chapter 766)
 - 1980 (Prop 2.5)
 - 1993 (Ed Reform)
-
- 2024 - Born
 - 2029 - Kindergarten
 - 2038 - High School
 - 2042 - Graduates HS
 - 2046 - Graduates College
 - 2046-2047 - Workforce

**WE
ARE
HERE**



- This year's report brings together:
 - perspectives of 803 companies
 - more than 11.3 million workers
 - across 27 industry clusters
 - across 45 economies from all world regions
- Identifies the potential scale of occupational disruption and growth



How Legislators Can Support Districts:



Create a Chapter 766 Commission

*“Act Relative to Long-Term Fiscal Health and Sustainability of Special Education in the Commonwealth”
SB332 and HB571*

Senate Amendments 639 Tarr



Create a Chapter 70 Commission

*“Act Fulfilling the Promise of Education Reform”
SB267 and HB600*

*Senate Amendments EDU 660
Lewis and EDU 691 Tarr*



Review Prop 2.5

If we aren't able to address and 'fix' C766 and C70, then we need to review Prop 2 ½





Request for Appropriation Transfers Between or Within Departments

Date: May 22, 2024

Board of Selectmen & Finance Committee

Members:

Request is hereby made for the following transfer between departmental appropriations in accordance with Chapter 77 of the Acts of 2006 amending Chapter 44, Section 33B (non-expiring), Massachusetts General Laws and Municipal Modernization Act of 08/09/2016:

AMOUNT REQUESTED	\$ 1,418.75
To be Transferred From (Name of Approp): <u>MIMAP/REVAL</u>	GL# 01-141-5386-000000
Present Balance in Above Appropriation	\$ 6,000
To be Transferred To (Name of Approp): <u>Assessors Salaries</u>	GL# 01-141-5110-000000
Present Balance in Source of Appropriation	\$ 1,225.00

Request Submitted By (Signature Required):

Jayce E. Clokey
Officer or Department Head

Reasons for Transfer:

Due to recertification year, additional parcels were inspected that weren't anticipated.

Board of Selectmen	Finance Committee
Date of Meeting: <u> / / </u>	Date of Meeting: <u> / / </u>
Signatures: _____	Number Present & Voting: _____
_____	Approved By Majority (list vote): _____
_____	Transfer Disapproved (checkmark): _____
Transfer Disapproved (checkmark): _____	Signature: _____
	Chairman, Finance Committee

Please Note:

1. This alternative year-end transfer procedure applies for the last two month of the fiscal year (May & June) and the first 15 days of July (for that same fiscal year) and requires a majority vote of the Board of Selectmen and the Finance Committee.
2. This procedure may not be used to transfer from a Municipal Light or School Department.
3. Copy of signed original of this request will be distributed to the Selectmen, Finance Committee, Town Accountant, & requesting dept.

REV 05/15/23

From: [Larry Fisher](#)
To: [Carol McLeod - Finance \(X3040\)](#)
Subject: Fwd: Sweetsir School Generator & Electrical Upgrade Project
Date: Wednesday, May 22, 2024 11:13:08 AM
Attachments: [Electrical Estimate.xlsx](#)
[2780122E1_REV_8.pdf](#)
[ELEC_SPEC.doc](#)

Sent from my mobile office on iPhone

Begin forwarded message:

From: Ron Buia <rбуia@буiaengineering.com>
Date: May 22, 2024 at 10:50:50 AM EDT
To: Larry Fisher <lfisher@merrimacfire.org>
Subject: Sweetsir School Generator & Electrical Upgrade Project

Larry

Please find the attached :

Electrical Drawings
Electrical Specification
Revised Cost Estimate

I am sending these for your review. I would like to meet you at the school next week to have a final walk through before we go out to bid. I am available Tuesday after 10:00 AM and any time Wednesday through Friday.

The cost estimate is now over \$ 250 K so I will need to get a different Merrimac "Front End Spec"

Thank you

Ron

Attachment: Sweetsir School Generator & Electrical Upgrade Project (Town Administrator's Report)

RONALD W. BUIA, INC.

ELECTRICAL COST ESTIMATE

BY: KML

100%

Sweetsir School

Description	Units	Total Quantity	Material Cost	Labor Cost	Total Estimated Cost
250 KW DIESEL GENERATOR	EA	1			\$140,000.00
1200A SERVICE ENTRANCE ATS	EA	1			\$56,000.00
GENERATOR PAD	EA	1			\$3,000.00
ATS PAD	EA	1			\$1,500.00
3'X3'X3' CONCRETE HANDHOLE	EA	2	\$850.00	\$300.00	\$1,150.00
3/4" @ 10 GROUND ROD	EA	6	\$270.00	\$150.00	\$420.00
#1/O BARE CU GROUND WIRE	FT	100	\$250.00	\$200.00	\$450.00
TRENCHING AND BACKFILLING	FT	300	\$1,200.00	\$3,000.00	\$4,200.00
WALKWAY BITUMINOUS PATCH	FT	10	\$500.00	\$500.00	\$1,000.00
CORE DRILLING (1 1/2")	EA	2	\$200.00	\$200.00	\$400.00
600MCM CU WIRE	CFT	1,200	\$21,000.00	\$4,176.00	\$25,176.00
350 MCM CU WIRE	CFT	300	\$3,200.00	\$792.00	\$3,992.00
#1/O CU WIRE	CFT	400	\$1,000.00	\$660.00	\$1,660.00
#3/O BARE CU GROUND WIRE	CFT	100	\$750.00	\$200.00	\$950.00
#10 AWG WIRE	CFT	1,000	\$1,000.00	\$660.00	\$1,660.00
#12 AWG WIRE	CFT	400	\$320.00	\$240.00	\$560.00
4" PVC CONDUIT	FT	500	\$2,750.00	\$2,750.00	\$5,500.00
3" PVC CONDUIT	FT	100	\$460.00	\$520.00	\$980.00
1 1/2" PVC CONDUIT	FT	300	\$450.00	\$300.00	\$750.00
1 1/2" EMT CONDUIT	FT	50	\$400.00	\$150.00	\$500.00
6"X6"X48" WIREWAY	FT	1	\$300.00	\$200.00	\$500.00
MDP/P2	EA	1	\$35,000.00	\$5,000.00	\$40,000.00
MDP CKT BREAKERS					
P2 CKT BREAKERS					
RECONNECT EXISTING 'MDP' CIRCUITS	EA	11		\$1,400.00	\$1,400.00
RECONNECT EXISTING 'EDP' AND 'ELA' CKTS	EA	30		\$1,200.00	\$1,200.00

Attachment: Electrical_Estimate (Town Administrator's Report)

DEMOLITION OF 'MDP','EDP','EPA'	EA	1	\$2,600.00	\$2,600.00
		TOTAL		\$295,548.00
		15% CONTINGENCY		\$44,332.20
		GRAND TOTAL		\$339,880.20



PRINCIPAL ASSESSOR FULL TIME POSITION (35 hours)

Position Purpose:

Professional and supervisory position that is responsible for the Town's property appraisal systems under the general direction of the Board of Assessors; performs all other related work as required

Supervision:

Supervision Scope: Performs highly responsible functions of a technical nature requiring considerable judgment in the analysis and determination of property values. Duties require independent thinking and initiative in the administration of the assessors' office. Incumbent uses initiative and resourcefulness to establish policies and procedures, and to modify procedures to meet new conditions.

Supervision Received: Works independently under the policy direction of the Board of Assessors, in compliance with Massachusetts General Laws and overseen by the Massachusetts Department of Revenue.

Supervision Given: Supervises one employee.

Job Environment:

Administrative work is conducted under typical office conditions; some fieldwork is conducted under varied conditions, with some exposure to inclement weather and the hazards associated with construction sites. Work environment involves moderate risks, which require normal safety precautions. Work requires the possible attendance at evening meetings with Board of Assessors and other Town boards as necessary.

Operates computers and printers, and other standard office equipment; operates automobile; utilizes camera, measuring tape, rulers, and other related tools.

Has regular contact with employees in other municipal departments; makes frequent contact with property owners, developers, GIS consultants, contractors, attorneys, engineers, bank officials, real estate professionals, representatives from state and federal agencies, and others relative to the municipality's valuation of property. Contacts require excellent customer service and negotiation skills; contacts are by telephone, in person, and in writing, and require discussing complex technical matters.

Has access to department-related confidential information such as personal information about citizens.

Essential Functions:

(The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.)

Responsible for valuation and assessment of all real and personal property in town for *ad valorem* tax purposes. Views Real Property, performing field measurements and inspections; establishes values thereon utilizing proper appraisal methodology and procedures; evaluates land and land value.

Implements and oversees in-house valuation program utilizing AssessPro Patriot Properties (Catalis), CAMA, MUNIS and GIS software programs.

Performs on-going analysis of real estate market conditions and events to determine trends and change analysis.

Reviews applications for abatements and exemptions; provides information to Board of Assessors for decisions on applications. Keeps Board informed as to changes in State statutes, regulations and court decisions; provides information to the Board in connection with real property values, estimates of market value changes, revised assessments, tax abatements, complaints, special requests, and reports and priorities.

Process the real estate, personal property and special assessments, commitments, receivables and creates the tax files using appraisal software. Processes applications for abatements and exemptions. Generates and maintains various reports.

Reviews plans for subdivisions, lot splits and revisions of the assessors' maps; works closely with mapping software company and maintains a spreadsheet of all changes. Researches discrepancies and makes appropriate changes to tax maps.

Prepares and presents material to the Select Board for Classification Hearing to determine whether to classify tax rates and submits documentation to State for certification.

Prepares Tax Recapitulation Sheet in conjunction with other town departments for submission to Bureau of Accounts.

Supervises the Commitment of real estate, personal property, motor vehicle and special assessments tax bills to the Treasurer/Collector.

Provides contract review, administration and quality control for work done by outside contractors and appraisal firms. Oversees and supervises work performed by contractors.

Administers the general business activities of the office including maintaining of office records in compliance with State guidelines and statutes.

Prepares cases for the Appellate Tax Board for Board of Assessors and/or counsel.

Prepares annual budget for Board of Assessors' approval. Works with Finance Director and other members of the financial team in providing information and data on annual budget process including analysis of expenditures and projections.

Attends professional meetings, training programs and seminars to maintain knowledge of changes in assessment administration.

Performs similar or related work as required.

Recommended Minimum Qualifications:**Education, Training & Experience:**

Bachelor's degree in business administration, Master's preferred, or related field plus five years experience in real estate appraisal or other related area; or three years in a municipal assessing position required; or any equivalent combination of education and experience.

Special Requirements:

Certification as a Massachusetts Accredited Assessor (MAA)

Commercial Massachusetts Assessor (CMA) desirable

Valid Massachusetts motor vehicle operator's license

Knowledge, Ability and Skill:

Knowledge: Knowledge of the Massachusetts General Laws relating to the assessment of property and the levying of taxes. Knowledge of building construction and architecture. Knowledge of appraisals, evaluations and property sales. Thorough knowledge of computerized assessing programs. Knowledge of mapping procedures. Knowledge of GIS helpful.

Ability: Ability to establish and maintain cooperative working relations with the public and to resolve difficult customer service complaints. Ability to maintain overview of detailed and accurate records using data processing. Ability to compute using various statistical methods. Ability to work with a computer on a daily basis. Ability to accurately appraise real and personal property. Ability to apply appraisal techniques. Ability to read and understand legal descriptions and appraisal manuals. Ability to work independently and set priorities.

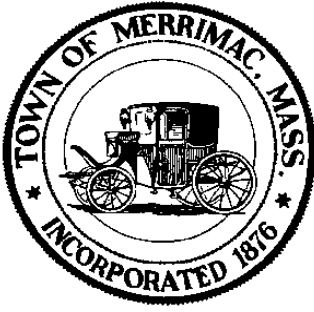
Skill: Excellent interpersonal skills and the skill to communicate clearly. Strong problem solving and analytical skills. Financial skills. Skill in all of the above listed tools and equipment. Aptitude for working with statistical methods, databases, and details. Skill in utilizing computers and related software programs.

Physical Requirements:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of his job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Employee is regularly required to operate/maneuver objects, tools, or controls, and reach to pick up papers, files, and other common office objects. May lift and/or move objects weighing up to 10 pounds such as books, equipment, supplies, etc. May spend a majority of shift walking or standing; required to stoop, kneel, climb, or crawl while performing field work. Operates a keyboard and calculator at an efficient speed and to view computer screens for extended periods of time. Vision and hearing at or correctable to normal ranges. Physical ability to operate a motor vehicle.

(This job description does not constitute an employee agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.)



TOWN OF MERRIMAC

Board of Selectmen

2 School Street

Merrimac, MA 01860

(978) 346-8862

FAX (978) 346-7832

EXCUSED LEAVE REQUEST FORM

Employee Name: Carol McLeod

Date of Request: 5/28/2024

Dates Requested	Number of Hours	Charged As
<u>7/1-7/3</u>	<u>28</u>	<u>Vacation</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

Carol A McLeod
Employee Signature

Supervisor Approval

Time may be taken in half hour increments ONLY.

Attachment: Time Off request July (Town Administrator's Report)



Agenda Item
Merrimac Select Board
05/28/24

Senate Budget Debate Update

Subject:

Attachments:

Current Cherry Sheets for Merrimac - 5-28-2024

Final Senate Budget

FY2025 Preliminary Cherry Sheet Estimates

Merrimac

PROGRAM	FY2024 Cherry Sheet Estimate	FY2025 Governor's Local Aid Proposal	FY2025 House Budget Proposal	FY2025 Senate Budget WM Proposal	FY2025 Conference Committee
Education Receipts:					
Chapter 70	56,805	56,805	56,805	56,805	
School Transportation	0	0	0	0	
Charter Tuition Reimbursement	0	0	0	0	
Smart Growth School Reimbursement	0	0	0	0	
Offset Receipts:					
School Choice Receiving Tuition	0	0	0	0	
Sub-Total, All Education Items:	56,805	56,805	56,805	56,805	
General Government:					
Unrestricted Gen Gov't Aid	1,005,843	1,036,018	1,015,901	1,036,018	
Local Share of Racing Taxes	0	0	0	0	
Regional Public Libraries	0	0	0	0	
Veterans Benefits	65,789	65,727	65,727	65,727	
Exemp: VBS and Elderly	14,195	15,344	15,344	15,344	
State Owned Land	5,306	5,330	5,310	5,432	
Offset Receipts:					
Public Libraries	16,529	16,649	16,649	16,649	
Sub-Total, All General Government:	1,107,662	1,139,068	1,118,931	1,139,170	
Total Estimated Receipts:	1,164,467	1,195,873	1,175,736	1,195,975	

FY2025 Preliminary Cherry Sheet Estimates

Pentucket

PROGRAM	FY2024 Cherry Sheet Estimate	FY2025 Governor's Local Aid Proposal	FY2025 House Budget Proposal	FY2025 Senate Budget WM Proposal	FY2025 Conference Committ
Education Receipts :					
Chapter 70	13,522,442	13,591,052	13,760,290	13,760,290	
Charter Tuition Reimbursement	111,835	98,521	157,039	155,361	
Regional School Transportation	801,106	507,422	507,422	507,422	
Offset Receipts :					
School Choice Receiving Tuition	40,000	15,000	15,000	15,000	
Total Estimated Receipts :	14,475,383	14,211,995	14,439,751	14,438,073	
Estimated Charges :					
Special Education	19,474	0	0	0	
School Choice Sending Tuition	300,601	300,106	300,496	300,496	
Charter School Sending Tuition	608,239	635,682	706,909	706,909	
Total Estimated Charges :	928,314	935,788	1,007,405	1,007,405	
Net Receipts :	13,547,069	13,276,207	13,432,346	13,430,668	

*Despite statutory commitments to fully fund school regional transportation and five budget amendments from five different senators, the current funding rate is 64%.

From: [Carol McLeod - Finance \(X3040\)](#)
To: [Chris Manni - Chairman](#); [Jennifer Penney - Select Board \(X3080\)](#)
Subject: Fwd: Final Senate Budget
Date: Friday, May 24, 2024 10:35:37 AM

FYI

Sent from my iPhone

Begin forwarded message:

From: "Bartholomew, Justin" <jbartholomew@prsd.org>
Date: May 24, 2024 at 9:08:09 AM EDT
To: "Carol McLeod - Finance (X3040)" <cmcLeod@townofmerrimac.com>, Rebecca Oldham <ROldham@grovelandma.com>, Town Manager <townmanager@wnewbury.org>
Cc: Suzanne Wallace <swallace@prsd.org>
Subject: Final Senate Budget

Session ended last night just before midnight.

All of the regional transportation amendments were rejected.

Their version of minimum per pupil aid increased to \$110 (\$104 is what I recall the House had proposed). Certainly that is better than the \$30.

~jb

The Right-To-Know Law provides that most e-mail communications, to or from School District employees regarding the business of the School District, are government records available to the public upon request. Therefore, this e-mail communication may be subject to public disclosure. This e-mail is intended solely for the person or entity to which it is addressed and may contain confidential and/or privileged information. Any review, dissemination, copying, printing, or other use of this e-mail by persons or entities other than the addressee is strictly prohibited. If you receive this e-mail in error, please notify the sender immediately and delete the material from any device.

Attachment: Final Senate Budget (Senate Budget Debate Update)



Agenda Item
Merrimac Select Board
05/28/24

Select Board Priority Items

Subject:

Attachments:

Gorzynski Priorities

From: [Irina Gorzynski - Select Board Member](#)
To: [Jennifer Penney - Select Board \(X3080\)](#)
Subject: For next our meeting
Date: Monday, May 20, 2024 4:53:53 PM

Hi Jenn,

Here is the list of my priorities for our next meeting, thanks

Priorities

Chapter 70 funding
DPW replacement
Completion of the Master Plan
Bring Businesses back to Merrimac
Water & Sewer Plant upgrade
Whittier Repairs
Town Beautification
Town Hall - operating hours update
Create stronger relationship with other towns - expand shared services model

Attachment: Gorzynski Priorities (Select Board Priority Items)



Agenda Item
Merrimac Select Board
05/28/24

Select Board Liaisons and Designees

Subject:

Attachments:

SB Liaisons and Designees

J Bruno Liaison

Proposed Merrimac Select Board Assignments - 5-28-2024

Annual Appointments

Dept/Committee/Commission	Name		Notes										
	Last	First											
Affordable Housing Board of Trust	Beaulieu	Ben											
Capital Planning Committee	Manni	Chris											
MA School Building Committee	Beaulieu	Ben											
OPEB	Manni	Chris											
Rent Control Board	Gorzynski	Irina											
ZBA	Beaulieu	Ben											

Attachment: SB Liaisons and Designees (Select Board Liaisons and Designees)

Selectman Special Interest Designee

Committee	Selectman		Notes								
Finance Committee	Manni	Chris									
Light Dept	Gorzynski	Irina									
School Committee	Gorzynski	Irina	as of 02/26/24								
Whittier Task Force	Manni	Chris	as of 02/26/24								

Attachment: SB Liaisons and Designees (Select Board Liaisons and Designees)

Liaisons

Dept/Committee/Commission	Name		Notes										
	Last	First											
Accounting	Manni	Chris											
Board of Health	Gorzynski	Irina											
COD	Gorzynski	Irina											
Light	Gorzynski	Irina											
Planning Board	Gorzynski	Irina											
Police	Beaulieu	Ben											
Town Clerk	Manni	Chris											
ZBA	Beaulieu	Ben											

Attachment: SB Liaisons and Designees (Select Board Liaisons and Designees)

Liaisons

Dept/Committee/Commission	Name		Notes										
	Last	First											
Accounting	Manni	Chris	<i>Bruno</i>										
Board of Health	Gorzynski	Irina											
COD	Gorzynski	Irina											
Light	Gorzynski	Irina	<i>Bruno</i>										
Planning Board	Gorzynski	Irina											
Police	Beaulieu	Ben											
Town Clerk	Manni	Chris	<i>Bruno</i>										
ZBA	Beaulieu	Ben											

Attachment: J Bruno Liaison (Select Board Liaisons and Designees)

Annual Appointments

Dept/Committee/Commission	Name		Notes										
	Last	First											
Affordable Housing Board of Trust	Beaulieu	Ben	<i>Bruno</i>										
Capital Planning Committee	Manni	Chris											
MA School Building Committee	Beaulieu	Ben											
OPEB	Manni	Chris											
Rent Control Board	Gorzynski	Irina											
ZBA	Beaulieu	Ben											

Fire Dept (Bruno)

Attachment: J Bruno Liaison (Select Board Liaisons and Designees)

Selectman Special Interest Designee

Committee	Selectman		Notes							
Finance Committee	Manni	Chris								
Light Dept	Gorzynski	Irina								
School Committee	Gorzynski	Irina	as of 02/26/24							
Whittier Task Force	Manni	Chris	as of 02/26/24							

Attachment: J Bruno Liaison (Select Board Liaisons and Designees)

Board/Committee	Proposed Member
Affordable Housing/Rent Control	Irina Gorzynski
Board of Health	Irina Gorzynski
Board of Light Commissioners	Wayne Adams
Capital Planning Committee	Chris Manni
Commission on Disabilities	Irina Gorzynski
Council on Aging	Janet Bruno
Finance Committee	Janet Bruno
Finance Departments*	Chris Manni
Fire Department	Rob Gustison
Planning Board	Wayne Adams
Police Department	Rob Gustison
PRSD School Committee	Wayne Adams
Town Clerk	Janet Bruno
Whitter Tech	Chris Manni
Zoning Board of Appeals	Rob Gustison

*Accounting, Assessors, Town Administrator etc.



Agenda Item
Merrimac Select Board
05/28/24

Resignation of Andrew Perkins Wastewater Treatment Plant

Subject:

Attachments:

Resignation Andrew Perkins WWTP

From: [Carol McLeod - Finance \(X3040\)](#)
To: [Jennifer Penney - Select Board \(X3080\)](#); [Robert Sinibaldi - DPW \(X3604\)](#)
Subject: Fwd: Resignation
Date: Tuesday, May 14, 2024 12:07:55 PM

FYI

Sent from my iPhone

Begin forwarded message:

From: "Chris Perkins - Wastewater (X3500)" <cperkins@townofmerrimac.com>
Date: May 14, 2024 at 12:02:43 PM EDT
To: "Carol McLeod - Finance (X3040)" <cmcLeod@townofmerrimac.com>
Subject: FW: Resignation

I meant to send this up earlier

Chris Perkins
Wastewater Superintendent
50 Federal Way
Merrimac, MA 01860
Email: cperkins@townofmerrimac.com
Phone: 978-346-9988

-----Original Message-----

From: Andrew Perkins <aperkins7204@icloud.com>
Sent: Tuesday, May 7, 2024 7:28 AM
To: Chris Perkins - Wastewater (X3500) <cperkins@townofmerrimac.com>
Subject: Resignation

I hereby tender my resignation as of May 7th, 2024.

Andrew Perkins

Sent from my iPhone

Attachment: Resignation Andrew Perkins WWTP (Resignation of Andrew Perkins Wastewater Treatment Plant)



Agenda Item
Merrimac Select Board
05/28/24

Deadline for Commitment of HUD Program Use of HOME Funds

Subject:

Attachments:

Use of HOME Funds

May 7th, 2024

Ms. Jennifer Penney, Administrative Assistant
Town of Merrimac
3 School Street
Merrimac, Massachusetts 01861

Re: Use of HOME Funds

Dear Ms. Penney

We are sending this letter as a courtesy reminder that the deadline for commitment of HUD Program Year 2023 HOME funds is June 30th, 2024. As you know, should the Consortium fail to commit any funds by HUD's deadline, our region would face the loss of those funds, and we will always do everything possible to keep all available funds here in our region.

This letter is our formal request for response concerning how the funds that this office makes available to your community will be used – either in your community or in another member community. It is sent to you as this Consortium's primary contact person, but we request that you share this information with your Mayor or Board of Selectmen, your local housing partnership committee if one exists, or other local officials as you feel is appropriate relative to this decision.

To avoid any loss of these resources we must ensure that all funds available during our current program year are committed to viable developments. This amount includes project funds, administrative funds and any program income accrued.

If you have a project that you have been reviewing with the intention to fund within this fiscal year, please provide this office with information on that as soon as possible. Funds must be committed to actual projects which are ready to move forward and not to those that are in the concept stage. To commit these funds in the federal tracking system, we must ask all of our communities for the specific details on each activity, including the address, the number of units to be created, the timetable for expending a specific amount of funds for a specific purpose, and a projected completion date. In addition to this, we must request that you provide this office with the HUD Project Set-Up report for each development. If you are not familiar with this form, please contact this office and we will be happy to assist you.

Please keep in mind that all activities must be reviewed by this office for compliance with environmental regulations before funds can be officially committed to any address, and that conducting an Environmental Review may take several weeks or even longer to complete and to advertise, as is often necessary. We are also prohibited from committing funds to an activity unless all other funding from all sources is firmly in place, which is demonstrated through a subsidy layering review, and it is not unusual for that process to also take several weeks or more. These processes must be either completed or well underway by the end of this fiscal year: June 30th, 2024. A copy of all of HUD's updated program regulations – including the changes to which this letter refers - is available on their website at HUD.gov. If further details are needed, please just let us know and this office will be happy to provide whatever assistance we can.

Letter to Member Communities
May 7th, 2024
Page 2

As a result of market studies and public input, the Consortium's priority for the use of these funds is the creation of affordable rental housing. Because these funds are intended to be used for production - to fund the *bricks and mortar* component of affordable housing development - they may not be used to fund a staff person or a planning tool such as a housing study. This office encourages cities and towns to collaborate with nonprofit organizations in the development of affordable housing to meet the needs of the community. In so doing, this could shift the burden of the day-to-day activities from your office to that development entity.

Please respond to this request for information concerning your plans by no later than June 30th, 2024. If we receive no response, the funds allocated to your community will be re-directed for use in the Consortium's competitive pool. These funds will be available for all member communities to request an allocation based upon the merits of the project. Nonprofit organizations in this region whose clients are impacted by the need for affordable housing are also encouraged to apply for these funds.

Whatever your decision, please understand that the participation of your community in the North Shore HOME Consortium is critically important and brings these resources to this region. If your community is not currently ready to implement a specific project toward the development of affordable housing, we are grateful for your involvement in our decision-making process as we consider how to meet regional housing needs. Your comments concerning local housing priorities are always welcome.

Please note that as of this date the information regarding the distribution of the new PY2024 HOME funds to our region has not been distributed to our member communities. This year we are experiencing delays in obtaining information from HUD about the amount of HOME funds that will be made available to the Consortium in the coming year. Until that information is available, we have been proceeding with the assumption that we will receive level funding as we prepare for our PY2024 Action Plan (proposed spending plan) submission to HUD. We will adjust those numbers as soon as HUD releases the updated figures, and we will inform you of the amount of new HOME funding available to your community as soon as we receive the updated data.

Please contact this office if you have any questions on this matter.

Respectfully,



Kevin J. Hurley
North Shore HOME Consortium

Attachment: Use of HOME Funds (Deadline for Commitment of HUD Program Use of HOME Funds)



Agenda Item
Public Works
05/28/24

Single Door Access System Quote

Subject:

Quote from Wayne Alarm for updated single door access control panel for side entry/employee entrance door.

Attachments:

WYNQ46666



MA License C1111

Wayne Alarm Systems Inc.
424 Essex Street Lynn, MA 01902

(781) 595-0000 Ext.408
 (781) 477-6196 FAX
 www.waynealarm.com

Quote #	WYNQ46666
Date	5/15/2024
Security Consultant	
Paul Verruto	
pverruto@waynealarm.com	

This proposal was specifically created for
Town of Merrimac

Sold to:
Town of Merrimac
2 School St
Merrimac, MA 01860

Installed at:
Town of Merrimac
2 School St
Merrimac, MA 01860

Contact:
Robert Sinibaldi
(978)346-0525

Contact:
Jonathan Seymour
(978)346-0525

Thank you for the opportunity to propose a single door access control system at the above address as described below and on the following page.

Proposal includes:

- 1 - Keyscan Single-Door Access Control Panel mounted in the basement utility room near router.
- 1 - RS232 to TCP/IP Converter to connect to internet router to allow for Hosting.
- 1 - Altronix UL Power Supply mounted with above control panels to power door strike.
- 1 - Keyscan outdoor Keypad/Prox Reader mounted outside near rear door.
- Estimate for locksmith work included.
- All necessary hardware, wire and labor to install the above.
- Town of Merrimac Electrical Permit Fee assumed to be no charge. If any permit fees are incurred they will be passed through to the customer.
- All necessary wiring, hardware and labor to install the above.

*Any additional fees charged by the city or town over amount stated above will be billed to the customer.

The monthly fee for this Hosted access system is 24.00 per month billed semi-annually in advance. Hosted access includes:

- Remote secure backup every 24 hours of all data.
- Remote management of system with user code and password from any p.c. with internet access.
- Ability to remotely lock/unlock doors from any p.c. with internet access.

Option:

Wayne Alarm Service Program: Covers all parts and all labor for duration. Includes "Hot Swaps" when necessary. This does not cover any physical damage or damage resulting from acts of nature. \$29.00 Additional per month billed semi-annually in advance.

- ☐ Accept
☐ Decline

What the customer will supply:

**All invoicing will be via Email only to the designated email address chosen by the customer.

Designated email address for billing purposes_____.

The necessary 110V power for the panel(s) and lock(s)/strike(s) within 6' of the panel.

Attachment: WYNQ46666 (Single Door Access System Quote)



What Wayne Alarm Systems will supply and install:



Quantity	Description of Part		
1	KeyScan Proximity Reader w/ Keypad		
1	Single Door POE Equiped Control		
1	Reverse Network License - SINGLE		
1	22/6 stranded shielded		
1	18/4 Stranded		
2	16.5V 40VA transformer		
1	Power supply/charger		
2	12V 7AH Battery		
1	ELECTRICAL SUPPLIES		
1	Locksmith to install Electric Crash Bar		
2	Install-Prev-LCPMD		
2	IT Services		
		Material & Labor	\$6,629.40
		Sales Tax	\$0.00
		Total	\$6,629.40
Lease Payment Option			

* A warranty period of 12 months shall apply to all parts and labor listed in this proposal.

** If a quoted part is unavailable at the time of ordering it will be replaced with a similar model with equal or greater features any necessary cost increase will be quoted to the customer for approval.

* All application fees, permit fees, engineering drawings, or any associated user fees are the sole responsibility of the client.

* This quote is effective for 10 days.

* Unless indicated above the installation will be done during normal business hours, with are 8 AM to 4:30 PM.

* Price is based on above list of materials and quantities only. Please confirm that all quantities are correct and that all necessary items have been included. If there are any discrepancies, please notify us so that we can adjust the price accordingly.

* All services provided by Wayne Alarm Systems subject to all the terms and conditions of our installation, monitoring, and maintenance contracts.

Attachment: WYNQ46666 (Single Door Access System Quote)

Terms and Conditions

I. This document has been classified CONFIDENTIAL to give emphasis to the importance of restricting access of information herein to AUTHORIZED PERSONNEL ONLY

II. All material is guaranteed to be specified. Replacement components shall be of equal or better quality with no increase in price except where authorized by the subscriber. All work to be done in a workmanlike manner and in accordance with standard trade practices. All agreements contingent upon strikes, accidents or delays beyond the control of WAYNE ALARM SYSTEMS INC. Hereinafter called the CONTRACTOR. Subscriber to carry fire, tornado and other necessary insurance.

III. LIMIT OF LIABILITY It is understood that the CONTRACTOR is not an insurer that such insurance, if any, shall be obtained by the Subscriber. Amount payable to the Contractor hereunder are based upon the value of the subscribers property of others located in subscribers premises. The CONTRACTOR makes no guarantee or warranty, included any implied warranty of merchantability or fitness that the system or service supplied will avert or prevent occurrences or the consequences there from, which the system or services is designed to detect. The subscriber does not desire this agreement to provide for full liability of the CONTRACTOR and agrees that the CONTRACTOR shall be exempt from liability for loss or damage due directly or indirectly to occurrences or consequences there from which the equipment or services is designed or avert: that if the CONTRACTOR should be found liable for loss or damage due to a failure of equipment or service in any respect, its liability shall be limited to \$250.00 as the sole & exclusive remedy and that the provisions of this paragraph shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to a person or property from performance of obligations imposed by this agreement or from negligence, active or otherwise, of the CONTRACTOR, its agents or employees. No action shall be brought against the CONTRACTOR more than one year after the accrual; of the cause of action therefore, if the subscriber desires, the CONTRACTOR will amend this Agreement to allow the subscriber to pay an additional annual amount necessary to purchase an insurance policy or such greater liability, no such amendment shall be effective unless authorized by the subscriber, the CONTRACTOR and the insurance carrier which will be insuring the additional liability, in the event any person, not a party to this agreement, shall make any claim or file any lawsuit against the CONTRACTOR for failure of its equipment or service in any respect, customer agrees to indemnify, defend and hold the CONTRACTOR harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorney's fees. If this agreement provides for a direct connection to person, persons or governmental agency which, in the judgment of the CONTRACTOR has jurisdiction of the subscriber's premises or other agency that department or agency may invoke the provisions hereof against any claims by the subscriber due to any failure of such department or agency.

IV. Subscriber may indicate acceptance of this proposal by indicating choice of systems from those offered and by affixing an authorized signature where indicated.

V. Following acceptance of this proposal, installation will be scheduled.

VI. Waiver of Subrogation: You hereby waive any rights your insurance company may have to be reimbursed by Company or Representatives for money paid to you or on your behalf.

VII. Subscriber shall pay the CONTRACTOR the highest lawful rate of interest permissible under applicable law on all past due billings. If however claim is referred to an attorney to enforce collection, the subscriber shall be liable for legal fee of 25% in addition to outstanding balance. If a law suit is instituted in a court of applicable jurisdiction to enforce payment of said outstanding balance and reasonable attorney's fee of 25% of said outstanding balance plus interest.

The above prices, specification and conditions are satisfactory and hereby accepted. You are authorized to proceed and do all work as specified. Payments will be made in accordance with the terms herein defined.

Wayne Alarm Systems Inc.

By: *Paul Verruto*

Date: 05/15/24



For Town of Merrimac

Title _____

By _____
Print Name

By _____

Date _____

Attachment: WYNQ46666 (Single Door Access System Quote)



Agenda Item
Merrimac Select Board
05/28/24

J Cannon Conditional Offer-WWTP

Subject:

Attachments:

Cannon J Conditional Offer



TOWN OF MERRIMAC
OFFICE OF THE SELECT BOARD
 2-8 School Street, Merrimac, MA 01860
 TEL (978) 346-8862
 E-MAIL Selectmen@townofmerrimac.com

May 15, 2024

Jeremy Cannon
 260 Sibley Terrace
 Manchester, NH 03109

Re: Conditional Offer of Employment for the position of Wastewater Laborer

Dear Mr. Cannon,

Based upon the recommendation of the Merrimac DPW Director Robert Sinibaldi and Superintendent Chris Perkins, we are pleased to make this conditional offer of employment to you as a Wastewater Laborer for the Town of Merrimac. Your appointment will be subject to a satisfactory medical exam and drug screen.

It is our intention to appoint you as the Wastewater Laborer following your successful completion of the above listed tasks. Your rate of pay will be \$22.69 per hour, for 40 hours per week. Your anticipated start date is June 1, 2024.

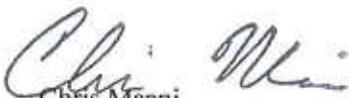
New employees shall be deemed probationary employees for a period of twelve (12) months.

Upon acceptance of this offer, please fill out and return a full-time employee packet. You can find those forms and benefit information on our website <https://townofmerrimac.com/employee-resources/>. Please schedule your exam and drug screen at your earliest convenience with Amesbury Occupational Health, 978-834-8190.

If you have any questions regarding completion of the employment forms, medical exam and drug screen, or employee benefits, please consult with Executive Assistant to the Select Board, Jennifer Penney.

We welcome you and wish you a long and successful career with our Town.

Sincerely,


 Chris Manni
 Chairman

Attachment: Cannon J Conditional Offer (J Cannon Conditional Offer-WWTP)



Agenda Item
Merrimac Select Board
05/28/24

Letters of Commendation for Detective Beaulieu and Officer David

Subject:

Attachments:

Letters of Commendation for Detective Beaulieu and Officer David

Beaulieu Letter of Commendation 05.18.24

David Letter of Commendation 05.18.24

From: [Eric M. Shears](#)
To: [Jennifer Penney - Select Board \(X3080\)](#)
Cc: [Richard P. Holcroft](#); [Stephen A. Ringuette](#); [Stephen E. Beaulieu](#); [William T. David](#)
Subject: Letters of Commendation for Detective Beaulieu and Officer David
Date: Monday, May 20, 2024 2:48:31 PM
Attachments: [image001.png](#)
[Beaulieu Letter of Commendation 05.18.24.pdf](#)
[David Letter of Commendation 05.18.24.pdf](#)

Good afternoon,

Please see the attached Letters of Commendation drafted by Sgt. Holcroft for (2) members of our team as a result of their solid work and life saving efforts. I wanted to make the Select Board aware of their professional efforts, dedication to our community and continued excellence that led to better outcomes for these residents and our community.

I am proud of these officers for their work; I am proud that Sgt. Holcroft took a moment to recognize their exemplary service.

I have filed these letters in their respective personnel files.

Respectfully submitted,

E

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!”





Merrimac Police Department



2 Jana Way
Merrimac, Massachusetts 01860

Tel: 978-346-8321
Fax: 978-346-0592

To: Detective Stephen Beaulieu
From: Sergeant Richard Holcroft
Date: May 18, 2024
Re: Letter of Commendation

I am writing to formally recognize and commend Merrimac Police Detective Stephen Beaulieu and Officer William David for their exceptional performance and lifesaving efforts of two individuals on April 3, 2024. At approximately 1105am, Dispatch received a 911 call reporting that a male party was unconscious and unresponsive inside a home. The caller could see through a locked door but could not access the patient. Upon arrival, Detective Beaulieu mechanically breached the locked door with a sledgehammer and began providing rescue breaths to a patient in respiratory failure. Officer David arrived on the scene and assisted with the lifesaving efforts. Amesbury Paramedics arrived on the scene, were briefed about the situation and took over patient care. Detective Beaulieu and Officer David's professionalism and experience, enabled them to quickly transition to investigate the event. As a result of this, Officer David located a second female subject with a compromised airway, sitting on a couch. This second patient was also in respiratory failure. Officer David and Detective Beaulieu quickly worked together to get the patient onto the floor to provide lifesaving medical aid.

Detective Beaulieu and Officer David responded to this critical situation with exemplary skill and dedication. Their quick thinking, expert assessment, and precise execution of lifesaving measures were not just instrumental in stabilizing the patients' conditions, but also in ensuring a positive outcome. Their ability to remain calm under pressure and collaborate seamlessly with the Amesbury Paramedics reflects their unwavering commitment to providing the best possible care to those in need. They exhibited remarkable empathy and sensitivity towards the patients' friends and family when they arrived, further demonstrating their dedication to their duty.

The selfless service of Detective Beaulieu and Officer David is a shining example of the highest ideals of the Merrimac Police Department. Their actions, guided by integrity, excellence, and professionalism, have not only made a difference in the lives of two patients but have also contributed significantly to the overall well-being of our community. Their dedication to preserving life is truly commendable and deserving of the highest praise.

I want to commend Detective Beaulieu and Officer David for their exceptional performance and unwavering commitment to excellence, which reflects great credit upon themselves and the Merrimac Police Department. Their dedication to preserving life is truly commendable and deserving of the highest praise.

Fraternally yours,

Sergeant Richard Holcroft
Merrimac Police Department

CC: Eric Shears, Chief of Police
Personnel file

Attachment: Beaulieu Letter of Commendation 05.18.24 (Letters of Commendation for Detective Beaulieu and Officer David)



Merrimac Police Department



2 Jana Way
Merrimac, Massachusetts 01860

Tel: 978-346-8321
Fax: 978-346-0592

To: Officer William David
From: Sergeant Richard Holcroft
Date: May 18, 2024
Re: Letter of Commendation

I am writing to formally recognize and commend Merrimac Police Detective Stephen Beaulieu and Officer William David for their exceptional performance and lifesaving efforts of two individuals on April 3, 2024. At approximately 1105am, Dispatch received a 911 call reporting that a male party was unconscious and unresponsive inside a home. The caller could see through a locked door but could not access the patient. Upon arrival, Detective Beaulieu mechanically breached the locked door with a sledgehammer and began providing rescue breaths to a patient in raspatory failure. Officer David arrived on the scene and assisted with the lifesaving efforts. Amesbury Paramedics arrived on the scene, were briefed about the situation and took over patient care. Detective Beaulieu and Officer Davids's professionalism and experience, enabled them to quickly transition to investigate the event. As a result of this, Officer David located a second female subject with a compromised airway, sitting on a couch. This second patient was also in raspatory failure. Officer David and Detective Beaulieu quickly worked together to get the patient onto the floor to provide lifesaving medical aid.

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I want to commend Detective Beaulieu and Officer David for their exceptional performance and unwavering commitment to excellence, which reflects great credit upon themselves and the Merrimac Police Department. Their dedication to preserving life is truly commendable and deserving of the highest praise.

Fraternally yours,

Sergeant Richard Holcroft
Merrimac Police Department

CC: Eric Shears, Chief of Police
Personnel file

Attachment: David Letter of Commendation 05.18.24 (Letters of Commendation for Detective Beaulieu and Officer David)



Agenda Item
Merrimac Select Board
05/28/24

Property Use Permits Request - Sweetsir School

Subject:

Attachments:

Property Use Permit - Sweetsir School 053024

Property Use Request - Sweetsir School 082824

Fidelity Bond Policy - CR2023AIM13410



TOWN OF MERRIMAC PROPERTY USE PERMIT

Date: 5/13/24

Property Requested: Sweetsir School Playground Area

Date & Time Property Requested for: 5/30/24 5:00-7:00PM

Purpose of Request: We will be holding our annual Ice Cream Social

Organization Name: Merrimac PTO Is your group a for profit entity? No

Name of applicant (Please Print): Jaclyn Kelley

Address: 17 Sunset Terr. Merrimac MA

Email Address: jaclyn.kelley19@gmail.com Telephone Number: 781-266-8305

Insurance Coverage: Proof of liability coverage of \$1,000,000(min.) must be submitted upon approval of application.
Town of Merrimac listed as holder.

Additional Event Details

Is the event open to the public? Public for Sweetsir Event, and just Merrimac Students and families at Donaghue Event.

Will an admission be charged? No

Is this a fundraiser? No

Will there be music? No

Will refreshments be served? yes

If yes, name of vendor: Carter's Ice Cream

Will alcohol be served? NO

If yes, please see application for One Day License.

Will event take place on town roads? NO (See site plan/route map)

SITE PLAN/ROUTE MAP

Any application that includes street closures must be submitted at least 60 days before the event date. Provide a map that outlines the entire event venue including the names of all streets or areas that are part of the venue. If the event involves a moving route of any kind, include the direction of travel and all street closures

BOS Approved 10/21/19

APPLICATION AGREEMENT

I, the undersigned, as applicant or on behalf of applicant, signify that the information provided on this application is true and correct and hereby accept full responsibility for any damage to property or building and for the conduct of those attending the function for which the facility is requested. I agree to indemnify and hold harmless the Town and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the negligent act or omission of myself, any agent, anyone directly or indirectly, by them or anyone for whose acts by them may be liable, except where caused by the active negligence or willful misconduct of the Town. I also agree to provide the Town with a certificate of insurance listing the Town as the named insured. If permission is granted, I or my representative agrees to be present during the entire use of the facility. My signature below signifies that I agree to abide by all of the conditions of this application, the Property Use Policy and of any permit based on this application.

I also agree to pay to the Town of Merrimac all costs the Town may incur as a result of any failure to comply with all these conditions including damages due to the failure to leave the premises in a rentable condition.

I understand that I (or my designees) am responsible for obtaining any and all permits or licenses that may be required by law, rule or regulation for the above listed event.

Jaclyn Kelly

5/13/24

Signature Date

Administrative Use Only:

Departmental Approval:

Approved Denied Police

Chief

Approved Denied Fire Chief

Approved Denied DPW

Director

Fee for Use: Yes No Amount, if any \$

Permits Required: Yes No Type of Permits:

Conditions of approval are attached

The Board of Selectmen has Approved _____ Denied _____

Attachment: Property Use Permit - Sweetsir School 053024 (Property Use Permits Request - Sweetsir School)

MERRIMAC BOARD OF SELECTMEN

Submit

BOS Approved 10/21/19

Attachment: Property Use Permit - Sweetsir School 053024 (Property Use Permits Request - Sweetsir School)



TOWN OF MERRIMAC PROPERTY USE PERMIT

Date: 5/13/24

Property Requested: Sweetsir School Courtyard

Date & Time Property Requested for: 8/28/24 2:00-4:00PM

Purpose of Request: We will be holding our annual Merrimac Goes Back to School Event

Organization Name: Merrimac PTO Is your group a for profit entity? No

Name of applicant (Please Print): Jaclyn Kelley

Address: 17 Sunset Terr. Merrimac MA

Email Address: jaclyn.kelley19@gmail.com Telephone Number: 781-266-8305

Insurance Coverage: Proof of liability coverage of \$1,000,000(min.) must be submitted upon approval of application.
Town of Merrimac listed as holder.

Additional Event Details

Is the event open to the public? Public for Sweetsir Event, and just Merrimac Students and families at Donaghue Event.

Will an admission be charged? No

Is this a fundraiser? No

Will there be music? No

Will refreshments be served? no

If yes, name of vendor:

Will alcohol be served? NO

If yes, please see application for One Day License.

Will event take place on town roads? NO (See site plan/route map)

SITE PLAN/ROUTE MAP

Attachment: Property Use Request - Sweetsir School 082824 (Property Use Permits Request - Sweetsir School)

Any application that includes street closures must be submitted at least 60 days before the event date. Provide a map that outlines the entire event venue including the names of all streets or areas that are part of the venue. If the event involves a moving route of any kind, include the direction of travel and all street closures

BOS Approved 10/21/19

APPLICATION AGREEMENT

I, the undersigned, as applicant or on behalf of applicant, signify that the information provided on this application is true and correct and hereby accept full responsibility for any damage to property or building and for the conduct of those attending the function for which the facility is requested. I agree to indemnify and hold harmless the Town and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the negligent act or omission of myself, any agent, anyone directly or indirectly, by them or anyone for whose acts by them may be liable, except where caused by the active negligence or willful misconduct of the Town. I also agree to provide the Town with a certificate of insurance listing the Town as the named insured. If permission is granted, I or my representative agrees to be present during the entire use of the facility. My signature below signifies that I agree to abide by all of the conditions of this application, the Property Use Policy and of any permit based on this application.

I also agree to pay to the Town of Merrimac all costs the Town may incur as a result of any failure to comply with all these conditions including damages due to the failure to leave the premises in a rentable condition.

I understand that I (or my designees) am responsible for obtaining any and all permits or licenses that may be required by law, rule or regulation for the above listed event.

Jason Kelly

5/13/24

Signature Date

Administrative Use Only:

Departmental Approval:

Approved Denied Police

Chief

Approved Denied Fire Chief

Approved Denied DPW

Director

Fee for Use: Yes No Amount, if any \$

Permits Required: Yes No Type of Permits:

Conditions of approval are attached

The Board of Selectmen has Approved _____ Denied _____

Attachment: Property Use Request - Sweetsir School 082824 (Property Use Permits Request - Sweetsir School)

MERRIMAC BOARD OF SELECTMEN

Submit

BOS Approved 10/21/19

Attachment: Property Use Request - Sweetsir School 082824 (Property Use Permits Request - Sweetsir School)

POLICY NUMBER: **CR2023AIM13410**
 PRIOR POLICY NUMBER: **CR2022AIM09117**

IL DS 00 09 08

COMMON POLICY DECLARATIONS

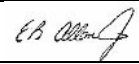
COMPANY NAME AREA Concert Specialty Insurance Company 1701 Golf Road, Suite 1-1110 Rolling Meadows, IL 60008	PRODUCER NAME AREA AIM Association Insurance Management, Inc. PO Box 742946 Dallas, TX 75374 Surplus Lines License # 1885067 Surplus Lines Producer: Elgin B Allen
NAMED INSURED: Merrimac PTO	
MAILING ADDRESS: 104 Church St Merrimac, MA 01860	
POLICY PERIOD: FROM 11/3/2023 TO 11/3/2024 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE	
INSURED # MA186280	
BUSINESS DESCRIPTION	Parent Teacher Organization

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY,
 WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.	
	PREMIUM
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART	\$ _____
COMMERCIAL AUTOMOBILE COVERAGE PART	\$ _____
COMMERCIAL GENERAL LIABILITY COVERAGE PART	\$ _____
COMMERCIAL INLAND MARINE COVERAGE PART	\$ _____
COMMERCIAL LIABILITY UMBRELLA	\$ _____
COMMERCIAL PROPERTY COVERAGE PART	\$ _____
CRIME AND FIDELITY COVERAGE PART	\$ 65.00
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART	\$ _____
EQUIPMENT BREAKDOWN COVERAGE PART	\$ _____
FARM COVERAGE PART	\$ _____
LIQUOR LIABILITY COVERAGE PART	\$ _____
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART	\$ _____
POLLUTION LIABILITY COVERAGE PART	\$ _____
	\$ _____
TOTAL ADVANCE PREMIUM:	\$ 65.00
Policy Fee	\$ 47.40
Surplus Line Tax	\$ 2.60
	\$ _____
	\$ _____
	\$ _____
GRAND TOTAL:	\$ 115.00
Premium shown is payable: \$65.00 at inception. \$ _____	

Attachment: Fidelity Bond Policy - CR2023AIM13410 (Property Use Permits Request - Sweetsir School)

FORMS APPLICABLE TO ALL COVERAGE PARTS (SHOW NUMBERS):**See Schedule of Forms and Endorsements**

Countersigned: Elgin B Allen Jr.	By: 
(Date) 12/6/2023	(Authorized Representative)

NOTE

OFFICERS' FACSIMILE SIGNATURES MAY BE INSERTED HERE, ON THE POLICY COVER OR ELSEWHERE AT THE COMPANY'S OPTION.

This policy is insured by a company which is not admitted to transact insurance in the commonwealth, is not supervised by the commissioner of insurance and, in the event of an insolvency of such company, a loss shall not be paid by the Massachusetts Insurers Insolvency Fund under chapter 175D.

POLICY NUMBER: CR2023AIM13410

CRIME AND FIDELITY
CR DS 02 08 13

COMMERCIAL CRIME POLICY DECLARATIONS

In return for the payment of the premium, and subject to all the terms and conditions of this Policy, we agree with you to provide the insurance as stated in this Policy.

Coverage Is Written:

☒ Primary ☐ Excess ☐ Coindemnity ☐ Concurrent

Company Name Area:	Concert Specialty Insurance Company 1701 Golf Road, Suite 1-1110 Rolling Meadows, IL 60008
Producer Name Area:	AIM Association Insurance Management, Inc. PO Box 742946 Dallas, TX 75374
Named Insured:	Merrimac PTO
(Also list any Employee Benefit Plan(s) included as Insureds)	
Mailing Address:	104 Church St Merrimac, MA 01860
Policy Period	
From:	11/3/2023
To:	11/3/2024 12:01 AM at your mailing address shown above.

Insuring Agreements	Limit Of Insurance Per Occurrence	Deductible Amount Per Occurrence
1. Employee Theft	\$ \$25,000 Limit	\$250
2. Forgery Or Alteration	\$ \$25,000 Limit	\$250
3. Inside The Premises – Theft Of Money And Securities	\$ \$25,000 Limit	\$250
4. Inside The Premises – Robbery Or Safe Burglary Of Other Property	\$ \$25,000 Limit	\$250
5. Outside The Premises	\$ \$25,000 Limit	\$250
6. Computer And Funds Transfer Fraud	\$ \$25,000 Limit	\$250
7. Money Orders And Counterfeit Money	\$ \$25,000 Limit	\$250
Coverage is provided only if an amount is shown opposite an Insuring Agreement. If the amount is left blank or "Not Covered" is inserted, such Insuring Agreement and any other reference thereto in this Policy are deleted.		

Attachment: Fidelity Bond Policy - CR2023AIM13410 (Property Use Permits Request - Sweetsir School)

If Added By Endorsement:		
Insuring Agreement	Limit Of Insurance Per Occurrence	Deductible Amount Per Occurrence
	\$	\$
	\$	\$
	\$	\$

Endorsements Forming Part Of This Policy When Issued:

See Schedule of Forms and Endorsements

Cancellation Of Prior Insurance Issued By Us:

By acceptance of this Policy, you give us notice cancelling prior Policy Numbers

; the cancellation to be effective at the time this Policy becomes effective.

Countersignature Of Authorized Representative**Name:** Elgin B Allen Jr.**Title:** CEO**Signature:** **Date:** 12/6/2023

SIGNATURE PAGE

In witness whereof, Concert Specialty Insurance Company has caused this policy to be signed by its president and secretary.



Matthew Wagner

President and Secretary

Attachment: Fidelity Bond Policy - CR2023AIM13410 (Property Use Permits Request - Sweetsir School)

Named Insured: **Merrimac PTO**

Policy #: **CR2023AIM13410**

Policy Period: **11/3/2023**

11/3/2024

CS IL 00 01 05 19

SCHEDULE OF FORMS AND ENDORSEMENTS

NAMED INSURED Merrimac PTO	EFFECTIVE DATE 11/3/2023	POLICY NUMBER CR2023AIM13410																																																						
IF THIS ENDORSEMENT IS LISTED IN THE POLICY DECLARATIONS, IT IS IN EFFECT FROM THE TIME COVERAGE UNDER THIS POLICY COMMENCES. OTHERWISE, THE EFFECTIVE DATE OF THIS ENDORSEMENT IS AS SHOWN ABOVE AT THE SAME TIME OR HOUR OF THE DAY AS THE POLICY BECAME EFFECTIVE.		COUNTERSIGNED BY:  AUTHORIZED REPRESENTATIVE																																																						
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Attachment: Fidelity Bond Policy - CR2023AIM13410 (Property Use Permits Request - Sweetsir School)

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

SERVICE OF SUITS

Service of Suit

It is agreed that in the event of our failure to pay any amount claimed to be due under this policy, we agree to submit to the jurisdiction of any court of competent jurisdiction within the United States in which a suit for those amounts may be brought. Nothing in this condition constitutes or should be understood to constitute a waiver of our right to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States.

It is further agreed that service of process in such suit may be made upon:

Concert Specialty Insurance Company
1701 Golf Road, Suite 1-1110
Rolling Meadows, IL 60008
Attn: General Counsel

and in any suit instituted against such person upon this policy, the insurer will abide by the final decision of such court or of any Appellate Court in the event of an appeal.

Pursuant to any provision of any statute of any state, territory, or district of the United States, we hereby designate the Superintendent, Commissioner or Director of Insurance, or other officer specified for that purpose in the statute, or his successor or successors in office, as our true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by you or on your behalf or any beneficiary hereunder arising out of this policy, and we hereby designate the above named Counsel as the person to whom the said officer is authorized to mail such process or a true copy thereof.

All other terms and conditions of this policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM)

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is or is not covered.

Throughout this Policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F. Definitions.

A. Insuring Agreements

Coverage is provided under the following Insuring Agreements for which a Limit Of Insurance is shown in the Declarations and applies to loss that you sustain resulting directly from an "occurrence" taking place during the Policy Period shown in the Declarations, except as provided in Condition E.1.k. or E.1.l., which is "discovered" by you during the Policy Period shown in the Declarations or during the period of time provided in the Extended Period To Discover Loss Condition E.1.g.:

1. Employee Theft

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from "theft" committed by an "employee", whether identified or not, acting alone or in collusion with other persons.

For the purposes of this Insuring Agreement, "theft" shall also include forgery.

2. Forgery Or Alteration

a. We will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:

- (1) Made or drawn by or drawn upon you; or
- (2) Made or drawn by one acting as your agent;

or that are purported to have been so made or drawn.

For the purposes of this Insuring Agreement, a substitute check as defined in the Check Clearing for the 21st Century Act shall be treated the same as the original it replaced.

- b. If you are sued for refusing to pay any instrument covered in Paragraph 2.a., on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. The amount that we will pay for such legal expenses is in addition to the Limit of Insurance applicable to this Insuring Agreement.

3. Inside The Premises – Theft Of Money And Securities

We will pay for:

- a. Loss of "money" and "securities" inside the "premises" or "financial institution premises":
 - (1) Resulting directly from "theft" committed by a person present inside such "premises" or "financial institution premises"; or
 - (2) Resulting directly from disappearance or destruction.
- b. Loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "theft" of "money" and "securities", if you are the owner of the "premises" or are liable for damage to it.
- c. Loss of or damage to a locked safe, vault, cash register, cash box or cash drawer located inside the "premises" resulting directly from an actual or attempted "theft" of, or unlawful entry into, those containers.

4. Inside The Premises – Robbery Or Safe Burglary Of Other Property

We will pay for:

- a. Loss of or damage to "other property":
 - (1) Inside the "premises" resulting directly from an actual or attempted "robbery" of a "custodian"; or
 - (2) Inside the "premises" in a safe or vault resulting directly from an actual or attempted "safe burglary".

- b. Loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "robbery" or "safe burglary" of "other property", if you are the owner of the "premises" or are liable for damage to it.
- c. Loss of or damage to a locked safe or vault located inside the "premises" resulting directly from an actual or attempted "robbery" or "safe burglary".

5. Outside The Premises

We will pay for:

- a. Loss of "money" and "securities" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from "theft", disappearance or destruction.
- b. Loss of or damage to "other property" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from an actual or attempted "robbery".

6. Computer And Funds Transfer Fraud

a. We will pay for:

- (1) Loss resulting directly from a fraudulent:
 - (a) Entry of "electronic data" or "computer program" into; or
 - (b) Change of "electronic data" or "computer program" within;
 any "computer system" owned, leased or operated by you, provided the fraudulent entry or fraudulent change causes, with regard to Paragraphs 6.a.(1)(a) and 6.a.(1)(b):
 - (i) "Money", "securities" or "other property" to be transferred, paid or delivered; or
 - (ii) Your account at a "financial institution" to be debited or deleted.
- (2) Loss resulting directly from a "fraudulent instruction" directing a "financial institution" to debit your "transfer account" and to transfer, pay or deliver "money" or "securities" from that account.

- b. As used in Paragraph 6.a.(1), fraudulent entry or fraudulent change of "electronic data" or "computer program" shall include such entry or change made by an "employee" acting, in good faith, upon a "fraudulent instruction" received from a computer software contractor who has a written agreement with you to design, implement or service "computer programs" for a "computer system" covered under this Insuring Agreement.

7. Money Orders And Counterfeit Money

We will pay for loss resulting directly from your having, in good faith, accepted in exchange for merchandise, "money" or services:

- a. Money orders issued by any post office, express company or "financial institution" that are not paid upon presentation; or
- b. "Counterfeit money" that is acquired during the regular course of business.

B. Limit Of Insurance

The most we will pay for all loss resulting directly from an "occurrence" is the applicable Limit Of Insurance shown in the Declarations.

If any loss is covered under more than one Insuring Agreement or coverage, the most we will pay for such loss shall not exceed the largest Limit of Insurance available under any one of those Insuring Agreements or coverages.

C. Deductible

We will not pay for loss resulting directly from an "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the Declarations. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance.

D. Exclusions

1. This insurance does not cover:

a. Acts Committed By You, Your Partners Or Your Members

Loss resulting from "theft" or any other dishonest act committed by:

- (1) You; or
- (2) Any of your partners or "members"; whether acting alone or in collusion with other persons.

b. Acts Committed By Your Employees Learned Of By You Prior To The Policy Period

Loss caused by an "employee" if the "employee" had also committed "theft" or any other dishonest act prior to the effective date of this insurance and you or any of your partners, "members", "managers", officers, directors or trustees, not in collusion with the "employee", learned of such "theft" or dishonest act prior to the Policy Period shown in the Declarations.

c. Acts Committed By Your Employees, Managers, Directors, Trustees Or Representatives

Loss resulting from "theft" or any other dishonest act committed by any of your "employees", "managers", directors, trustees or authorized representatives:

- (1) Whether acting alone or in collusion with other persons; or
- (2) While performing services for you or otherwise;

except when covered under Insuring Agreement A.1.

d. Confidential Or Personal Information

Loss resulting from:

- (1) The disclosure or use of another person's or organization's confidential or personal information; or
- (2) The disclosure of your confidential or personal information. However, this Paragraph 1.d.(2) does not apply to loss otherwise covered under this insurance that results directly from the use of your confidential or personal information.

For the purposes of this exclusion, confidential or personal information includes, but is not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

e. Data Security Breach

Fees, costs, fines, penalties and other expenses incurred by you which are related to the access to or disclosure of another person's or organization's confidential or personal information including, but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

f. Governmental Action

Loss resulting from seizure or destruction of property by order of governmental authority.

g. Indirect Loss

Loss that is an indirect result of an "occurrence" covered by this insurance including, but not limited to, loss resulting from:

- (1) Your inability to realize income that you would have realized had there been no loss of or damage to "money", "securities" or "other property";
- (2) Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this insurance; or
- (3) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.

h. Legal Fees, Costs And Expenses

Fees, costs and expenses incurred by you which are related to any legal action, except when covered under Insuring Agreement A.2.

i. Nuclear Hazard

Loss or damage resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

j. Pollution

Loss or damage caused by or resulting from pollution. Pollution means the discharge, dispersal, seepage, migration, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

k. Virtual Currency

Loss involving virtual currency of any kind, by whatever name known, whether actual or fictitious including, but not limited to, digital currency, crypto currency or any other type of electronic currency.

l. War And Military Action

Loss or damage resulting from:

- (1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

2. Insuring Agreement A.1. does not cover:

a. Inventory Shortages

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

(1) An inventory computation; or

(2) A profit and loss computation.

However, where you establish wholly apart from such computations that you have sustained a loss, then you may offer your inventory records and actual physical count of inventory in support of the amount of loss claimed.

b. Trading

Loss resulting from trading, whether in your name or in a genuine or fictitious account.

c. Warehouse Receipts

Loss resulting from the fraudulent or dishonest signing, issuing, cancelling or failing to cancel, a warehouse receipt or any papers connected with it.

3. Insuring Agreements A.3., A.4. and A.5. do not cover:

a. Accounting Or Arithmetical Errors Or Omissions

Loss resulting from accounting or arithmetical errors or omissions.

b. Exchanges Or Purchases

Loss resulting from the giving or surrendering of property in any exchange or purchase.

c. Fire

Loss or damage resulting from fire, however caused, except:

(1) Loss of or damage to "money" and "securities"; and

(2) Loss from damage to a safe or vault.

d. Money Operated Devices

Loss of property contained in any money operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.

e. Motor Vehicles Or Equipment And Accessories

Loss of or damage to motor vehicles, trailers or semitrailers or equipment and accessories attached to them.

f. Transfer Or Surrender Of Property

(1) Loss of or damage to property after it has been transferred or surrendered to a person or place outside the "premises" or "financial institution premises":

(a) On the basis of unauthorized instructions; or

(b) As a result of a threat including, but not limited to:

(i) A threat to do bodily harm to any person;

(ii) A threat to do damage to any property;

(iii) A threat to introduce a denial of service attack into any "computer system";

(iv) A threat to introduce a virus or other malicious instruction into any "computer system" which is designed to damage, destroy or corrupt "electronic data" or "computer programs" stored within the "computer system";

(v) A threat to contaminate, pollute or render substandard your products or goods; or

(vi) A threat to disseminate, divulge or utilize:

i. Your confidential information;

ii. Confidential or personal information of another person or organization; or

iii. Weaknesses in the source code within any "computer system".

(2) However, this exclusion does not apply under Insuring Agreement **A.5.** to loss of "money", "securities" or "other property" while outside the "premises" in the care and custody of a "messenger" if you:

- (a) Had no knowledge of any threat at the time the conveyance began; or
- (b) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

g. Vandalism

Loss from damage to the "premises" or its exterior, or to any safe, vault, cash register, cash box, cash drawer or "other property" by vandalism or malicious mischief.

h. Voluntary Parting Of Title To Or Possession Of Property

Loss resulting from your, or anyone else acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

4. Insuring Agreement A.6. does not cover:

a. Authorized Access

Loss resulting from a fraudulent:

- (1) Entry of "electronic data" or "computer program" into; or
- (2) Change of "electronic data" or "computer program" within;

any "computer system" owned, leased or operated by you by a person or organization with authorized access to that "computer system", except when covered under Insuring Agreement **A.6.b.**

b. Credit Card Transactions

Loss resulting from the use or purported use of credit, debit, charge, access, convenience, identification, stored-value or other cards or the information contained on such cards.

c. Exchanges Or Purchases

Loss resulting from the giving or surrendering of property in any exchange or purchase.

d. Fraudulent Instructions

Loss resulting from an "employee" or "financial institution" acting upon any instruction to:

- (1) Transfer, pay or deliver "money", "securities" or "other property"; or

(2) Debit or delete your account;

which instruction proves to be fraudulent, except when covered under Insuring Agreement **A.6.a.(2)** or **A.6.b.**

e. Inventory Shortages

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

- (1) An inventory computation; or
- (2) A profit and loss computation.

E. Conditions

The following conditions apply in addition to the Common Policy Conditions:

1. Conditions Applicable To All Insuring Agreements

a. Additional Premises Or Employees

If, while this insurance is in force, you establish any additional "premises" or hire additional "employees", other than through consolidation or merger with, or purchase or acquisition of assets or liabilities of, another entity, such "premises" and "employees" shall automatically be covered under this insurance. Notice to us of an increase in the number of "premises" or "employees" is not required, and no additional premium will be charged for the remainder of the Policy Period shown in the Declarations.

b. Concealment, Misrepresentation Or Fraud

This insurance is void in any case of fraud by you as it relates to this insurance at any time. It is also void if you or any other Insured, at any time, intentionally conceals or misrepresents a material fact concerning:

- (1) This insurance;
- (2) The property covered under this insurance;
- (3) Your interest in the property covered under this insurance; or
- (4) A claim under this insurance.

c. Consolidation – Merger Or Acquisition

If you consolidate or merge with, or purchase or acquire the assets or liabilities of, another entity:

- (1) You must give us written notice as soon as possible and obtain our written consent to extend the coverage provided by this insurance to such consolidated or merged entity or such purchased or acquired assets or liabilities. We may condition our consent by requiring payment of an additional premium; but
- (2) For the first 90 days after the effective date of such consolidation, merger or purchase or acquisition of assets or liabilities, the coverage provided by this insurance shall apply to such consolidated or merged entity or such purchased or acquired assets or liabilities, provided that all "occurrences" causing or contributing to a loss involving such consolidation, merger or purchase or acquisition of assets or liabilities, must take place after the effective date of such consolidation, merger or purchase or acquisition of assets or liabilities.

d. Cooperation

You must cooperate with us in all matters pertaining to this insurance as stated in its terms and conditions.

e. Duties In The Event Of Loss

After you "discover" a loss or a situation that may result in loss of or damage to "money", "securities" or "other property", you must:

- (1) Notify us as soon as possible. If you have reason to believe that any loss (except for loss covered under Insuring Agreement **A.1.** or **A.2.**) involves a violation of law, you must also notify the local law enforcement authorities;
- (2) Give us a detailed, sworn proof of loss within 120 days;
- (3) Cooperate with us in the investigation and settlement of any claim;
- (4) Produce for our examination all pertinent records;
- (5) Submit to examination under oath at our request and give us a signed statement of your answers; and

- (6) Secure all of your rights of recovery against any person or organization responsible for the loss and do nothing to impair those rights.

f. Employee Benefit Plans

The "employee benefit plans" shown in the Declarations (hereinafter referred to as Plan) are included as Insureds under Insuring Agreement **A.1.**, subject to the following:

- (1) If any Plan is insured jointly with any other entity under this insurance, you or the Plan Administrator is responsible for selecting a Limit of Insurance for Insuring Agreement **A.1.** that is sufficient to provide a Limit of Insurance for each Plan that is at least equal to that required under ERISA as if each Plan were separately insured.

- (2) With respect to loss sustained or "discovered" by any such Plan, Insuring Agreement **A.1.** is replaced by the following:

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from fraudulent or dishonest acts committed by an "employee", whether identified or not, acting alone or in collusion with other persons.

- (3) If the first Named Insured is an entity other than a Plan, any payment we make for loss sustained by any Plan will be made to the Plan sustaining the loss.
- (4) If two or more Plans are insured under this insurance, any payment we make for loss:

- (a) Sustained by two or more Plans; or
- (b) Of commingled "money", "securities" or "other property" of two or more Plans;

resulting directly from an "occurrence", will be made to each Plan sustaining loss in the proportion that the Limit of Insurance required under ERISA for each Plan bears to the total of those limits.

- (5) The Deductible Amount applicable to Insuring Agreement **A.1.** does not apply to loss sustained by any Plan.

g. Extended Period To Discover Loss

We will pay for loss that you sustained prior to the effective date of cancellation of this insurance, which is "discovered" by you:

- (1) No later than one year from the date of that cancellation. However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by you, whether from us or another insurer, replacing in whole or in part the coverage afforded under this insurance, whether or not such other insurance provides coverage for loss sustained prior to its effective date.
- (2) No later than one year from the date of that cancellation with regard to any "employee benefit plan".

h. Joint Insured

- (1) If more than one Insured is named in the Declarations, the first Named Insured will act for itself and for every other Insured for all purposes of this insurance. If the first Named Insured ceases to be covered, then the next Named Insured will become the first Named Insured.
- (2) If any Insured, or partner, "member", "manager", officer, director or trustee of that Insured has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every Insured.
- (3) An "employee" of any Insured is considered to be an "employee" of every Insured.
- (4) If this insurance or any of its coverages are cancelled as to any Insured, loss sustained by that Insured is covered only if it is "discovered" by you:
 - (a) No later than one year from the date of that cancellation. However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by that Insured, whether from us or another insurer, replacing in whole or in part the coverage afforded under this insurance, whether or not such other insurance provides coverage for loss sustained prior to its effective date.
 - (b) No later than one year from the date of that cancellation with regard to any "employee benefit plan".

- (5) We will not pay more for loss sustained by more than one Insured than the amount we would pay if all such loss had been sustained by one Insured.

- (6) Payment by us to the first Named Insured for loss sustained by any Insured, or payment by us to any "employee benefit plan" for loss sustained by that Plan, shall fully release us on account of such loss.

i. Legal Action Against Us

You may not bring any legal action against us involving loss:

- (1) Unless you have complied with all the terms of this insurance;
- (2) Until 90 days after you have filed proof of loss with us; and
- (3) Unless brought within two years from the date you "discovered" the loss.

If any limitation in this condition is prohibited by law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

j. Liberalization

If we adopt any revision that would broaden the coverage under this insurance without additional premium within 45 days prior to or during the Policy Period shown in the Declarations, the broadened coverage will immediately apply to this insurance.

k. Loss Sustained During Prior Insurance Issued By Us Or Any Affiliate**(1) Loss Sustained Partly During This Insurance And Partly During Prior Insurance**

If you "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place:

- (a) Partly during the Policy Period shown in the Declarations; and
- (b) Partly during the policy period(s) of any prior cancelled insurance that we or any affiliate issued to you or any predecessor in interest;

and this insurance became effective at the time of cancellation of the prior insurance, we will first settle the amount of loss that you sustained during this Policy Period. We will then settle the remaining amount of loss that you sustained during the policy period(s) of the prior insurance.

(2) Loss Sustained Entirely During Prior Insurance

If you "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place entirely during the policy period(s) of any prior cancelled insurance that we or any affiliate issued to you or any predecessor in interest, we will pay for the loss, provided:

- (a) This insurance became effective at the time of cancellation of the prior insurance; and
- (b) The loss would have been covered under this insurance had it been in effect at the time of the "occurrence".

We will first settle the amount of loss that you sustained during the most recent prior insurance. We will then settle any remaining amount of loss that you sustained during the policy period(s) of any other prior insurance.

(3) In settling loss under Paragraphs k.(1) and k.(2):

- (a) The most we will pay for the entire loss is the highest single Limit of Insurance applicable during the period of loss, whether such limit was written under this insurance or was written under the prior insurance issued by us.
- (b) We will apply the applicable Deductible Amount shown in the Declarations to the amount of loss sustained under this insurance. If no loss was sustained under this insurance, we will apply the Deductible Amount shown in the Declarations to the amount of loss sustained under the most recent prior insurance.

If the Deductible Amount is larger than the amount of loss sustained under this insurance, or the most recent prior insurance, we will apply the remaining Deductible Amount to the remaining amount of loss sustained during the prior insurance.

We will not apply any other Deductible Amount that may have been applicable to the loss.

- (4) The following examples demonstrate how we will settle losses subject to this condition:

Example Number 1

The Insured sustained a covered loss of \$10,000 resulting directly from an "occurrence" taking place during the terms of Policy **A** and Policy **B**.

Policy A

The current policy. Written at a Limit of Insurance of \$50,000 and a Deductible Amount of \$5,000.

Policy B

Issued prior to Policy **A**. Written at a Limit of Insurance of \$50,000 and a Deductible Amount of \$5,000.

Settlement Of Loss

The amount of loss sustained under Policy **A** is \$2,500 and under Policy **B**, \$7,500.

The highest single Limit of Insurance applicable to this entire loss is \$50,000 written under Policy **A**. The Policy **A** Deductible Amount of \$5,000 applies. The loss is settled as follows:

- (a) The amount of loss sustained under Policy **A** (\$2,500) is settled first. The amount we will pay is nil (\$0.00) because the amount of loss is less than the Deductible Amount (i.e., \$2,500 loss - \$5,000 deductible = \$0.00).
- (b) The remaining amount of loss sustained under Policy **B** (\$7,500) is settled next. The amount recoverable is \$5,000 after the remaining Deductible Amount from Policy **A** of \$2,500 is applied to the loss (i.e., \$7,500 loss - \$2,500 deductible = \$5,000).

The most we will pay for this loss is \$5,000.

Example Number 2

The Insured sustained a covered loss of \$250,000 resulting directly from an "occurrence" taking place during the terms of Policy **A** and Policy **B**.

Policy A

The current policy. Written at a Limit of Insurance of \$125,000 and a Deductible Amount of \$10,000.

Policy B

Issued prior to Policy **A**. Written at a Limit of Insurance of \$150,000 and a Deductible Amount of \$25,000.

Settlement Of Loss

The amount of loss sustained under Policy **A** is \$175,000 and under Policy **B**, \$75,000.

The highest single Limit of Insurance applicable to this entire loss is \$150,000 written under Policy **B**. The Policy **A** Deductible Amount of \$10,000 applies. The loss is settled as follows:

- (a) The amount of loss sustained under Policy **A** (\$175,000) is settled first. The amount we will pay is the Policy **A** Limit of \$125,000 because \$175,000 loss - \$10,000 deductible = \$165,000, which is greater than the \$125,000 policy limit.
- (b) The remaining amount of loss sustained under Policy **B** (\$75,000) is settled next. The amount we will pay is \$25,000 (i.e., \$150,000 Policy **B** limit - \$125,000 paid under Policy **A** = \$25,000).

The most we will pay for this loss is \$150,000.

Example Number 3

The Insured sustained a covered loss of \$2,000,000 resulting directly from an "occurrence" taking place during the terms of Policies **A**, **B**, **C** and **D**.

Policy A

The current policy. Written at a Limit of Insurance of \$1,000,000 and a Deductible Amount of \$100,000.

Policy B

Issued prior to Policy **A**. Written at a Limit of Insurance of \$750,000 and a Deductible Amount of \$75,000.

Policy C

Issued prior to Policy **B**. Written at a Limit of Insurance of \$500,000 and a Deductible Amount of \$50,000.

Policy D

Issued prior to Policy **C**. Written at a Limit of Insurance of \$500,000 and a Deductible Amount of \$50,000.

Settlement Of Loss

The amount of loss sustained under Policy **A** is \$350,000; under Policy **B**, \$250,000; under Policy **C**, \$600,000; and under Policy **D**, \$800,000.

The highest single Limit of Insurance applicable to this entire loss is \$1,000,000 written under Policy **A**. The Policy **A** Deductible Amount of \$100,000 applies. The loss is settled as follows:

- (a) The amount of loss sustained under Policy **A** (\$350,000) is settled first. The amount we will pay is \$250,000 (i.e., \$350,000 loss - \$100,000 deductible = \$250,000).
- (b) The amount of loss sustained under Policy **B** (\$250,000) is settled next. The amount we will pay is \$250,000 (no deductible is applied).
- (c) The amount of loss sustained under Policy **C** (\$600,000) is settled next. The amount we will pay is \$500,000, the policy limit (no deductible is applied).
- (d) We will not make any further payment under Policy **D**, as the maximum amount payable under the highest single Limit of Insurance applying to the loss of \$1,000,000 under Policy **A** has been satisfied.

The most we will pay for this loss is \$1,000,000.

I. Loss Sustained During Prior Insurance Not Issued By Us Or Any Affiliate

- (1) If you "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place during the policy period of any prior cancelled insurance that was issued to you or a predecessor in interest by another company, and the period of time to discover loss under that insurance had expired, we will pay for the loss under this insurance, provided:
 - (a) This insurance became effective at the time of cancellation of the prior insurance; and
 - (b) The loss would have been covered under this insurance had it been in effect at the time of the "occurrence".

(2) In settling loss subject to this condition:

- (a)** The most we will pay for the entire loss is the lesser of the Limits of Insurance applicable during the period of loss, whether such limit was written under this insurance or was written under the prior cancelled insurance.
- (b)** We will apply the applicable Deductible Amount shown in the Declarations to the amount of loss sustained under the prior cancelled insurance.

(3) The insurance provided under this condition is subject to the following:

- (a)** If loss covered under this condition is also partially covered under Condition **E.1.k.**, the amount recoverable under this condition is part of, not in addition to, the amount recoverable under Condition **E.1.k.**
- (b)** For loss covered under this condition that is not subject to Paragraph **I.(3)(a)**, the amount recoverable under this condition is part of, not in addition to, the Limit of Insurance applicable to the loss covered under this insurance and is limited to the lesser of the amount recoverable under:
 - (i)** This insurance as of its effective date; or
 - (ii)** The prior cancelled insurance had it remained in effect.

m. Other Insurance

If other valid and collectible insurance is available to you for loss covered under this insurance, our obligations are limited as follows:

(1) Primary Insurance

When this insurance is written as primary insurance, and:

- (a)** You have other insurance subject to the same terms and conditions as this insurance, we will pay our share of the covered loss. Our share is the proportion that the applicable Limit Of Insurance shown in the Declarations bears to the total limit of all insurance covering the same loss.

- (b)** You have other insurance covering the same loss other than that described in Paragraph **m.(1)(a)**, we will only pay for the amount of loss that exceeds:

- (i)** The Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not; or
- (ii)** The Deductible Amount shown in the Declarations;

whichever is greater. Our payment for loss is subject to the terms and conditions of this insurance.

(2) Excess Insurance

- (a)** When this insurance is written excess over other insurance, we will only pay for the amount of loss that exceeds the Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not. Our payment for loss is subject to the terms and conditions of this insurance.
- (b)** However, if loss covered under this insurance is subject to a deductible, we will reduce the Deductible Amount shown in the Declarations by the sum total of all such other insurance plus any Deductible Amount applicable to that other insurance.

n. Ownership Of Property; Interests Covered

The property covered under this insurance is limited to property:

- (1)** That you own or lease;
- (2)** That is held by you in any capacity; or
- (3)** For which you are legally liable, provided you were liable for the property prior to the time the loss was sustained.

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization. Any claim for loss that is covered under this insurance must be presented by you.

o. Records

You must keep records of all property covered under this insurance so we can verify the amount of any loss.

p. Recoveries

- (1) Any recoveries, whether effected before or after any payment under this insurance, whether made by us or by you, shall be applied net of the expense of such recovery:
 - (a) First, to you in satisfaction of your covered loss in excess of the amount paid under this insurance;
 - (b) Second, to us in satisfaction of amounts paid in settlement of your claim;
 - (c) Third, to you in satisfaction of any Deductible Amount; and
 - (d) Fourth, to you in satisfaction of any loss not covered under this insurance.
- (2) Recoveries do not include any recovery:
 - (a) From insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or
 - (b) Of original "securities" after duplicates of them have been issued.

q. Territory

This insurance covers loss that you sustain resulting directly from an "occurrence" taking place within the United States of America (including its territories and possessions), Puerto Rico and Canada.

r. Transfer Of Your Rights Of Recovery Against Others To Us

You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You must also do everything necessary to secure those rights and do nothing after loss to impair them.

s. Valuation – Settlement

The value of any loss for purposes of coverage under this insurance shall be determined as follows:

(1) Money

Loss of "money" but only up to and including its face value. We will, at your option, pay for loss of "money" issued by any country other than the United States of America:

- (a) At face value in the "money" issued by that country; or

- (b) In the United States of America dollar equivalent, determined by the rate of exchange published in The Wall Street Journal on the day the loss was "discovered".

(2) Securities

Loss of "securities" but only up to and including their value at the close of business on the day the loss was "discovered". We may, at our option:

- (a) Pay the market value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities"; or
- (b) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities". However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:
 - (i) Market value of the "securities" at the close of business on the day the loss was "discovered"; or
 - (ii) Limit of Insurance applicable to the "securities".

(3) Property Other Than Money And Securities

- (a) Loss of or damage to "other property" or loss from damage to the "premises" or its exterior for the replacement cost of the property without deduction for depreciation. However, we will not pay more than the least of the following:
 - (i) The Limit of Insurance applicable to the lost or damaged property;
 - (ii) The cost to replace the lost or damaged property with property of comparable material and quality and used for the same purpose; or
 - (iii) The amount you actually spend that is necessary to repair or replace the lost or damaged property.

- (b) We will not pay on a replacement cost basis for any loss or damage to property covered under Paragraph **s.(3)(a)**:

- (i) Until the lost or damaged property is actually repaired or replaced; and
- (ii) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage.

If the lost or damaged property is not repaired or replaced, we will pay on an actual cash value basis.

- (c) We will, at your option, pay for loss or damage to such property:
- (i) In the "money" of the country in which the loss or damage was sustained; or
 - (ii) In the United States of America dollar equivalent of the "money" of the country in which the loss or damage was sustained, determined by the rate of exchange published in The Wall Street Journal on the day the loss was "discovered".
- (d) Any property that we pay for or replace becomes our property.

2. Conditions Applicable To Insuring Agreement A.1.

a. Termination As To Any Employee

This Insuring Agreement terminates as to any "employee":

- (1) As soon as:
 - (a) You; or
 - (b) Any of your partners, "members", "managers", officers, directors or trustees not in collusion with the "employee";

learn of "theft" or any other dishonest act committed by the "employee" whether before or after becoming employed by you; or

- (2) On the date specified in a notice mailed to the first Named Insured. That date will be at least 30 days after the date of mailing.

We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

b. Territory

We will pay for loss caused by any "employee" while temporarily outside the territory specified in Territory Condition **E.1.q.** for a period of not more than 90 consecutive days.

3. Conditions Applicable To Insuring Agreement A.2.

a. Deductible Amount

The Deductible Amount does not apply to legal expenses paid under Insuring Agreement **A.2.**

b. Electronic And Mechanical Signatures

We will treat signatures that are produced or reproduced electronically, mechanically or by other means the same as handwritten signatures.

c. Proof Of Loss

You must include with your proof of loss any instrument involved in that loss or, if that is not possible, an affidavit setting forth the amount and cause of loss.

d. Territory

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world. Territory Condition **E.1.q.** does not apply to Insuring Agreement **A.2.**

4. Conditions Applicable To Insuring Agreements A.4. And A.5.

a. Armored Motor Vehicle Companies

Under Insuring Agreement **A.5.**, we will only pay for the amount of loss you cannot recover:

- (1) Under your contract with the armored motor vehicle company; and
- (2) From any insurance or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company.

b. Special Limit Of Insurance For Specified Property

We will only pay up to \$5,000 for any one "occurrence" of loss of or damage to:

- (1) Precious metals, precious or semiprecious stones, pearls, furs, or completed or partially completed articles made of or containing such materials that constitute the principal value of such articles; or

- (2) Manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them.

5. Conditions Applicable To Insuring Agreement A.6.

a. Special Limit Of Insurance For Specified Property

We will only pay up to \$5,000 for any one "occurrence" of loss of or damage to manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them.

b. Territory

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world. Territory Condition **E.1.q.** does not apply to Insuring Agreement **A.6.**

F. Definitions

1. "Computer program" means a set of related electronic instructions, which direct the operation and function of a computer or devices connected to it, which enable the computer or devices to receive, process, store or send "electronic data".
2. "Computer system" means:
 - a. Computers, including Personal Digital Assistants (PDAs) and other transportable or handheld devices, electronic storage devices and related peripheral components;
 - b. Systems and applications software; and
 - c. Related communications networks; by which "electronic data" is collected, transmitted, processed, stored or retrieved.
3. "Counterfeit money" means an imitation of "money" which is intended to deceive and to be taken as genuine.
4. "Custodian" means you, or any of your partners or "members", or any "employee" while having care and custody of property inside the "premises", excluding any person while acting as a "watchperson" or janitor.
5. "Discover" or "discovered" means the time when you first become aware of facts which would cause a reasonable person to assume that a loss of a type covered by this insurance has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of loss may not then be known.
6. "Electronic data" means information, facts, images or sounds stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software) on data storage devices, including hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
7. "Employee":
 - a. Means:
 - (1) Any natural person:
 - (a) While in your service and for the first 30 days immediately after termination of service, unless such termination is due to "theft" or any dishonest act committed by the "employee";
 - (b) Whom you compensate directly by salary, wages or commissions; and
 - (c) Whom you have the right to direct and control while performing services for you;
 - (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for a permanent "employee", as defined in Paragraph **7.a.(1)**, who is on leave; or
 - (b) To meet seasonal or short-term work load conditions; while that person is subject to your direction and control and performing services for you;
 - (3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary "employee" as defined in Paragraph **7.a.(2)**;
 - (4) Any natural person who is:
 - (a) A trustee, officer, employee, administrator or manager, except an administrator or manager who is an independent contractor, of any "employee benefit plan"; or

- (b) Your director or trustee while that person is engaged in handling "money", "securities" or "other property" of any "employee benefit plan";
 - (5) Any natural person who is a former "employee", partner, "member", "manager", director or trustee retained by you as a consultant while performing services for you;
 - (6) Any natural person who is a guest student or intern pursuing studies or duties;
 - (7) Any natural person employed by an entity merged or consolidated with you prior to the effective date of this insurance; and
 - (8) Any natural person who is your "manager", director or trustee while:
 - (a) Performing acts within the scope of the usual duties of an "employee"; or
 - (b) Acting as a member of any committee duly elected or appointed by resolution of your board of directors or board of trustees to perform specific, as distinguished from general, directorial acts on your behalf.
- b. Does not mean:**
- Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character not specified in Paragraph 7.a.
- 8. "Employee benefit plan" means any welfare or pension benefit plan shown in the Declarations that you sponsor and that is subject to the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments thereto.**
- 9. "Financial institution" means:**
- a. With regard to Insuring Agreement A.3.:**
 - (1) A bank, savings bank, savings and loan association, trust company, credit union or similar depository institution; or
 - (2) An insurance company.
 - b. With regard to Insuring Agreement A.6.:**
 - (1) A bank, savings bank, savings and loan association, trust company, credit union or similar depository institution;
 - (2) An insurance company; or
 - (3) A stock brokerage firm or investment company.
- c. Other than Insuring Agreements A.3. and A.6., any financial institution.**
- 10. "Financial institution premises" means the interior of that portion of any building occupied by a "financial institution" as defined in Paragraph F.9.a.**
- 11. "Forgery" means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.**
- 12. "Fraudulent instruction" means:**
- a. With regard to Insuring Agreement A.6.a.(2):**
 - (1) A computer, telefacsimile, telephone or other electronic instruction directing a "financial institution" to debit your "transfer account" and to transfer, pay or deliver "money" or "securities" from that "transfer account", which instruction purports to have been issued by you, but which in fact was fraudulently issued by someone else without your knowledge or consent; or
 - (2) A written instruction (other than those covered under Insuring Agreement A.2.) issued to a "financial institution" directing the "financial institution" to debit your "transfer account" and to transfer, pay or deliver "money" or "securities" from that "transfer account", through an electronic funds transfer system at specified times or under specified conditions, which instruction purports to have been issued by you, but which in fact was issued, forged or altered by someone else without your knowledge or consent.
 - b. With regard to Insuring Agreement A.6.b.:**

A computer, telefacsimile, telephone or other electronic, written or voice instruction directing an "employee" to enter or change "electronic data" or "computer programs" within a "computer system" covered under the Insuring Agreement, which instruction in fact was fraudulently issued by your computer software contractor.
- 13. "Manager" means a natural person serving in a directorial capacity for a limited liability company.**
- 14. "Member" means an owner of a limited liability company represented by its membership interest who, if a natural person, may also serve as a "manager".**

15. "Messenger" means you, or your relative, or any of your partners or "members", or any "employee" while having care and custody of property outside the "premises".
16. "Money" means:
- a. Currency, coins and bank notes in current use and having a face value;
 - b. Traveler's checks and money orders held for sale to the public; and
 - c. In addition, includes:
 - (1) Under Insuring Agreements **A.1.** and **A.2.**, deposits in your account at any "financial institution"; and
 - (2) Under Insuring Agreement **A.6.**, deposits in your account at a "financial institution" as defined in Paragraph **F.9.b.**
17. "Occurrence" means:
- a. Under Insuring Agreement **A.1.:**
 - (1) An individual act;
 - (2) The combined total of all separate acts whether or not related; or
 - (3) A series of acts whether or not related; committed by an "employee" acting alone or in collusion with other persons, during the Policy Period shown in the Declarations, except as provided under Condition **E.1.k.** or **E.1.l.**
 - b. Under Insuring Agreement **A.2.:**
 - (1) An individual act;
 - (2) The combined total of all separate acts whether or not related; or
 - (3) A series of acts whether or not related; committed by a person acting alone or in collusion with other persons, involving one or more instruments, during the Policy Period shown in the Declarations, except as provided under Condition **E.1.k.** or **E.1.l.**
 - c. Under all other Insuring Agreements:
 - (1) An individual act or event;
 - (2) The combined total of all separate acts or events whether or not related; or
 - (3) A series of acts or events whether or not related; committed by a person acting alone or in collusion with other persons, or not committed by any person, during the Policy Period shown in the Declarations, except as provided under Condition **E.1.k.** or **E.1.l.**
18. "Other property" means any tangible property other than "money" and "securities" that has intrinsic value. "Other property" does not include "computer programs", "electronic data" or any property specifically excluded under this insurance.
19. "Premises" means the interior of that portion of any building you occupy in conducting your business.
20. "Robbery" means the unlawful taking of property from the care and custody of a person by one who has:
- a. Caused or threatened to cause that person bodily harm; or
 - b. Committed an obviously unlawful act witnessed by that person.
21. "Safe burglary" means the unlawful taking of:
- a. Property from within a locked safe or vault by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior; or
 - b. A safe or vault from inside the "premises".
22. "Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or property and includes:
- a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
 - b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you; but does not include "money".
23. "Theft" means the unlawful taking of property to the deprivation of the Insured.
24. "Transfer account" means an account maintained by you at a "financial institution" from which you can initiate the transfer, payment or delivery of "money" or "securities":
- a. By means of computer, telefacsimile, telephone or other electronic instructions; or
 - b. By means of written instructions (other than those covered under Insuring Agreement **A.2.**) establishing the conditions under which such transfers are to be initiated by such "financial institution" through an electronic funds transfer system.
25. "Watchperson" means any person you retain specifically to have care and custody of property inside the "premises" and who has no other duties.

**CRIME AND FIDELITY
CR 25 09 10 10**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INCLUDE VOLUNTEER WORKERS AS EMPLOYEES

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL CRIME POLICY
EMPLOYEE THEFT AND FORGERY POLICY
GOVERNMENT CRIME COVERAGE FORM
GOVERNMENT CRIME POLICY
GOVERNMENT EMPLOYEE THEFT AND FORGERY POLICY

The definition of "employee" is amended to include any noncompensated natural person:

1. Other than one who is a fund solicitor, while performing services for you that are usual to the duties of an "employee"; or
2. While acting as a fund solicitor during fundraising campaigns.

Attachment: Fidelity Bond Policy - CR2023AIM13410 (Property Use Permits Request - Sweetsir School)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM EARNED PREMIUM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
COMMERCIAL EXCESS LIABILITY COVERAGE PART
DIRECTORS AND OFFICERS LIABILITY COVERAGE PART
MISCELLANEOUS PROFESSIONAL LIABILITY COVERAGE PART
LAWYERS PROFESSIONAL LIABILITY COVERAGE PART
ACCOUNTANTS PROFESSIONAL LIABILITY COVERAGE PART
COMMERCIAL CRIME COVERAGE PART

The following condition is added:

This policy is subject to a Minimum Earned Premium calculated as follows:

- A.** If this policy is cancelled, the Minimum Earned Premium is 100% of the full Policy Term Premium (including all taxes, fees and surcharges, if applicable) shown in the Declarations in the policy to which this endorsement attaches to.
- B.** This Minimum Earned Premium is not subject to short rate or pro rata rate adjustment.
- C.** In no event will the premium we retain be less than the Minimum Earned Premium regardless of the duration of coverage and regardless of any audit return premium, if applicable.

All other terms and conditions remain unchanged.

POLICY NUMBER: CR2023AIM13410

IL 09 53 01 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**EXCLUSION OF CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 STANDARD PROPERTY POLICY

SCHEDULE

The **Exception Covering Certain Fire Losses** (Paragraph C) applies to property located in the following state(s), if covered under the indicated Coverage Form, Coverage Part or Policy:

State(s)	Coverage Form, Coverage Part Or Policy
CA, GA, HI, IA, IL, ME, MO, NC, NY, OR, WA, WI, WV	All coverage parts modified by this endorsement except for the Commercial Inland Marine Coverage Part.
CA, ME, MO, OR, WI	Commercial Inland Marine Coverage Part
CT	Condominium Association Policies
NJ	Policies where premiums are less than \$10,000: All coverage parts modified by this endorsement except for the Commercial Inland Marine Coverage Part.
RI	Policies where the insured does not meet the definition of a commercial special risk as defined in Section 27-65-1 of the Rhode Island Insurance Code: All coverage parts modified by this endorsement except for the Commercial Inland Marine Coverage Part.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. The following definition is added with respect to the provisions of this endorsement:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

B. The following exclusion is added:

CERTIFIED ACT OF TERRORISM EXCLUSION

We will not pay for loss or damage caused directly or indirectly by a "certified act of terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

C. Exception Covering Certain Fire Losses

The following exception to the exclusion in Paragraph **B.** applies only if indicated and as indicated in the Schedule of this endorsement.

If a "certified act of terrorism" results in fire, we will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements which apply to those forms, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

D. Application Of Other Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

IL 09 35 07 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
STANDARD PROPERTY POLICY

- A.** We will not pay for loss ("loss") or damage caused directly or indirectly by the following. Such loss ("loss") or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss ("loss") or damage.
- 1.** The failure, malfunction or inadequacy of:
 - a.** Any of the following, whether belonging to any insured or to others:
 - (1)** Computer hardware, including micro-processors;
 - (2)** Computer application software;
 - (3)** Computer operating systems and related software;
 - (4)** Computer networks;
 - (5)** Microprocessors (computer chips) not part of any computer system; or
 - (6)** Any other computerized or electronic equipment or components; or
 - b.** Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **A.1.a.** of this endorsement;

due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.
 - 2.** Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph **A.1.** of this endorsement.
- B.** If an excluded Cause of Loss as described in Paragraph **A.** of this endorsement results:
- 1.** In a Covered Cause of Loss under the Crime and Fidelity Coverage Part, the Commercial Inland Marine Coverage Part or the Standard Property Policy; or
 - 2.** Under the Commercial Property Coverage Part:
 - a.** In a "Specified Cause of Loss", or in elevator collision resulting from mechanical breakdown, under the Causes of Loss - Special Form; or
 - b.** In a Covered Cause of Loss under the Causes Of Loss - Basic Form or the Causes Of Loss - Broad Form;

we will pay only for the loss ("loss") or damage caused by such "Specified Cause of Loss", elevator collision, or Covered Cause of Loss.
- C.** We will not pay for repair, replacement or modification of any items in Paragraphs **A.1.a.** and **A.1.b.** of this endorsement to correct any deficiencies or change any features.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART

A. The following is added to the Exclusions section:

1. We will not pay for loss or damage caused by or resulting from any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease.

This exclusion applies regardless of any other cause or event that directly or indirectly contributes concurrently to; or contributes in any sequence to, the loss or damage, even if such other cause or event would otherwise be covered.

This exclusion applies to, but is not limited to, any loss, cost, or expense as a result of:

- a. any contamination by any virus, bacterium, or other microorganism;
- b. any denial of access to property or loss of use of property due to any virus, bacterium, or other micro-organism; or
- c. fear of contamination due to any virus, bacterium, or other micro-organism.

- B.** This exclusion applies to all forms and endorsements that comprise this Coverage Part or Policy, including but not limited to forms and endorsements that cover any loss of income or extra expense, if provided.

- C.** The Pollutant Cleanup And Removal coverage, if provided, does not apply to any loss, cost or expense incurred as result of any virus, bacterium or other micro-organism.

- D.** The terms of this exclusion, or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this Coverage Part or Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CONDITIONS ADDED

If the Common Policy Conditions form is attached to this policy, then the following paragraphs are added to the Common Policy Conditions form and nothing is deleted or replaced from such form. If the Common Policy Conditions form is not attached to this policy, then the following is added to every Coverage Part attached to this policy and also added to any Coverage Form shown in the Schedule Of Forms attached to this policy.

A. Conformance:

Any terms of this policy that are in conflict with Federal Law, State law, statutes or regulations applicable to this policy are amended to conform to such laws, statutes and regulations.

B. Titles And Headings:

The titles and headings of the various paragraphs and of the forms attached to this policy are inserted solely for convenience or reference and are not to be deemed in any way to limit, alter or affect the provisions to which they relate.

C. Compliance With Economic Or Trade Sanctions:

Whenever coverage provided by this policy would be in violation of any U.S. economic or trade sanctions or any other applicable economic or trade sanctions, such coverage shall be null and void.

All other terms and conditions of this policy remain unchanged.

**COMMERCIAL CRIME
CS CR 10 00 09 20**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CRIME CONDITIONS ADDED

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE PART

The following Policy Conditions are added and are applicable to all insuring agreements under the Coverage Part shown above:

- A.** Your monthly bank statements are reviewed and signed each month by an individual of your organization who does not have authorization to sign checks.
- B.** Annual audits of your accounting records and books are conducted by an audit committee of yours or by a qualified accountant of yours or whom you hire.
- C.** Signed monthly bank statements and annual audits will be retained on file by you for at least three years and available for our review.

If any of the above conditions are not fully complied with, we will not provide any coverage under the Crime Coverage Part under any and all insuring agreements; including no defense coverage, no loss or damage coverage and no indemnity coverage.

All other terms and conditions of this policy remain unchanged.

Attachment: Fidelity Bond Policy - CR2023AIM13410 (Property Use Permits Request - Sweetsir School)

COMMERCIAL INTERLINE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - CHARTERED ORGANIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
DIRECTORS AND OFFICERS LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART

The following condition is added:

No groups or organizations, their employees or volunteers, having entered into a charter agreement with the named insured, are insureds under this policy.

All other terms and conditions remain unchanged.

Attachment: Fidelity Bond Policy - CR2023AIM13410 (Property Use Permits Request - Sweetsir School)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED PERIOD TO DISCOVER LOSS AMENDED

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM

Section **E. Conditions**, item 1.g **Extended Period To Discover Loss** is deleted in its entirety and replaced with the following:

g. Extended Period To Discover Loss

We will pay for loss that you sustained prior to the effective date of cancellation of this insurance, which is "discovered" by you:

(1) No later than one year from the date of that cancellation. However, this extended period to "discover" loss terminates immediately, in the event:

a. Coverage is replaced, whether by us or another insurer; and
b. Such coverage became effective at the time of cancellation of this insurance.

(2) No later than one year from the date of that cancellation with regard to any "employee benefit plan".

Report a Claim

Quick. Convenient. Focused.



Report Your Claim In 3 Simple Steps

1.

Visit our online portal and download a copy of the Claims Form.

2.

Complete the form electronically or fill out by hand.

3.

Submit the form to us via fax, mail or email.

Prefer to speak to
someone over the phone?



Phone

1-800-876-4044



Email

claims@aim-companies.com



Mail

AIM Insurance
12221 Merit Drive Suite 1670
Dallas, TX 75251



Fax

1-214-360-0802



Agenda Item
Merrimac Select Board
05/28/24

**Proposal for Engineering Services -SME 20231128_Merrimac_Wastewater Treatment Facility
Upgrade (002)**

Subject:

Attachments:

SME 20231128_Merrimac_WWTF Upgrade (002)



4 Blanchard Road, P.O. Box 85A
 Cumberland, ME 04021
 Tel: 207.829.5016 • Fax: 207.829.5692
 info@smemaine.com
 smemaine.com

November 28, 2023

Mr. Robert Sinibaldi, Director of Public Works
 Town Offices
 4 School Street
 Merrimac, MA 01860

Subject: Proposal for Engineering Services
 Wastewater Treatment Facility Upgrade
 Town of Merrimac Wastewater Department

Dear Bob:

Sevee & Maher Engineers, Inc. (SME) is pleased to provide this proposal for civil engineering services to assist with the design, permitting, bidding, and construction of the Merrimac Wastewater Treatment Facility (WWTF) Upgrade. This proposal provides a proposed Scope of Services, suggested budget, and anticipated schedule for the tasks listed below.

PROJECT UNDERSTANDING

SME previously contracted with Olver Associates, who specializes in evaluation of wastewater treatment plant processes, optimization, and operation, to complete a Facilities Plan of the WWTF. The Facilities Plan included an inspection of the WWTF to evaluate the condition of the entire facility, an evaluation of the treatment processes and operation, and recommended improvements and upgrades. The Massachusetts Department of Environmental Protection (MADEP) approved the Facilities Plan in October of 2022.

The Town is now interested in implementing the recommendations noted in the Facility Plan and completing a WWTF Upgrade. SME requested and received a proposal from Olver Associates to complete the design of the recommended WWTF Upgrades and improvements. Their proposal includes design engineering for the Preliminary Design, Final Design, Bidding, Construction Administration, and Post-Construction Phases. A copy of that proposal is attached for review and approval by the Town under separate contract from this agreement.

SME proposes to continue management of the WWTF Upgrade to support Olver's design effort, and to provide construction phase oversight and administration support for construction of the upgrades. For the purposes of this proposal, we aligned the Tasks to match the Phases included in Olver's proposal.

SME has prepared the following Scope of Services based on the information provided.

Task 1 – Preliminary Design Phase

SME will provide preliminary design phase services in collaboration with Olver Associates to assist the Town in evaluating funding opportunities and final design scope for the WWTF Upgrade. To support this effort, SME anticipates the following scope:

- A. Assist the Town with an evaluation of funding opportunities including available grants and the Massachusetts Clean Water State Revolving Fund (SRF). For the purposes of this proposal, SME has assumed the Town will apply for SRF funding for calendar year 2025 or 2026.
- B. Assist the Town with the preparation of a SRF application for the WWTF Upgrade including the Project Evaluation Form for the Intended Use Plan and the SRF Application for Financial Assistance.
- C. Coordinate with SRF Application design requirements with Olver Associates.
- D. Facilitate and manage Preliminary Design Phase as the Owner's Engineer.
- E. Attend Preliminary Design Phase Meetings with Olver and Wastewater staff. For the purposes of this proposal, we have assumed three (3) remote meetings and two (2) in person meetings.
- F. Attend meetings with Town officials to provide strategic project updates. For the purposes of this proposal, we have assumed three (3) in-person meetings.
- G. Meet with Town to review and evaluate the SRF results and available funding for the WWTF Upgrade. Evaluate the project scope and engineering proposals based on the available SRF Funding. SME and Olver shall revise engineering proposals accordingly.

SME included a typical scope and fee for the entire project below. This scope is subject to change (see Task 1.G above).

Task 2 – Final Design Phase

SME will coordinate with the Town and Olver Associates as the Owner's Engineer to prepare the final design of the WWTF Upgrades. At this time, the following Scope of Services is anticipated:

- A. Assist the Town with an evaluation of Preliminary Design of the WWTF Upgrades and coordinate desired changes with Olver.
- B. Assist Olver and the Town with contracting subconsultants including electrical, HVAC, survey, geotechnical, etc.
- C. Review and comment on three (3) rounds of final design plans and specifications prepared by Olver. For the purposes of this proposal, we have assumed a meeting with Town staff to review each round of plans and specifications.
- D. Assist Olver with the preparation of bid documents for filed sub-bidders including but not limited to electrical and HVAC. For the purposes of this proposal, we included three (3) filed sub-bids.
- E. Facilitate and manage Final Design Phase as the Owner's Engineer.

- F. Assist Olver with local, state and federal permitting of WWTF Upgrade. Coordinate and implement design comments from permitting authorities. For the purposes of this proposal, we have included two (2) meetings with state and federal permitting authorities.
- G. Attend meetings with Town officials to provide strategic updates on Final Design of plans and specifications. For the purposes of this proposal, we have assumed three (3) in-person meetings.

Task 3 – Bid Phase

At the completion of Task 2, SME will coordinate with the Town to facilitate bidding of the WWTF Upgrade scope to qualified contractors. To assist with this task, SME anticipates the following:

- A. Assist Olver with final bid documents.
- B. Advertise bid documents to filed sub-bidders and prime bidders.
- C. Attend pre-bid meetings, as necessary. SME and Olver will coordinate attendance at Pre-Bid Meetings. For the purposes of this proposal, we assumed that SME and Olver separately attend two (2) pre-bid meetings.
- D. Assist Olver with the response to bidder questions and the issuance of addenda.
- E. Attend filed sub-bidder and prime bid openings. For the purposes of this proposal, we included two (2) filed sub-bidder openings and one (1) prime bid opening.
- F. Review contractor bids for compliance with contract requirements. Assist Olver with the preparation bid tabulations. Prepare a recommendation of award to the Town. Transmit bid results to all bidders and project plan rooms.
- G. Meet with Wastewater staff to review bidders.
- H. Meet with the Town to present the bids and our Recommendation of Award.
- I. Assist with preparation of the Executed Contract Documents.
- J. Submit bid results to MADEP and execute funding.

Task 4 – Construction Phase

With the final project award, SME will provide Owner's Engineer services during the construction of the WWTF Upgrades, including daily oversight services and construction administration. For the purposes of this proposal, and to assist the Town with budgeting for the construction of the project, SME has included the following scope:

- A. Attend Pre-Construction conference and coordinate start of construction.
- B. Assist with the development of project construction schedules including progress intervals, schedule of submittals, and schedule of values.

- C. Review of construction submittals. For the purposes of this proposal, SME has included nominal time to assist with review of construction submittals, and anticipates that Olver would review and approve most construction submittals including all “or equal” equipment.
- D. Construction inspections. SME has included daily inspections for the proposed facility improvement. SME will coordinate with the Town to refine the scope for construction inspections during Task 2, Final Design Phase.
- E. Assist with Construction Change Orders. For the purposes of this proposal, SME assumes that Olver will prepare most of the Construction Change Orders.
- F. Assist with preparation of Payment Requisitions and the evaluation of completed construction quantities.
- G. Perform a site walk to evaluate Substantial Completion. Prepare Substantial Completion forms.
- H. Prepare SRF Payment Applications and construction progress reports.
- I. Assist the Town and coordinate with Olver for final Completion Documents.

SME provided an estimated fee for Task 4 below. The estimated fee is based on a 2-year construction schedule with full-time inspection. A final estimated fee for Task 4 will be provided to the Town during Task 2, Final Design Phase.

Task 5 – Post Construction Phase

As part of the final start up of the WWTF Upgrades, SME will provide final documentation.

- A. Conduct thorough walkthrough of completed WWTF Upgrade with the Town and Olver. During the walkthrough, all defective items or items needing corrective actions shall be identified and brought to the contractor’s attention.
- B. Assist with the preparation of As-Built Plans based on Contractor redlines. SME has not included time for on-site survey services. If required, SME will prepare an updated Scope of Services.

COMPENSATION

For the services described in the above Scope of Services, SME suggests that compensation be on a time and materials basis in accordance with the Fee Schedule contained in Attachment 1. We suggest that Town establish the budgets identified in the Consultant Fee Summary for the tasks described in this proposal:



CONSULTANT FEE SUMMARY

Task Number	Description	Suggested Budget
1	Preliminary Design Phase	\$40,000
2	Final Design Phase	\$50,000
3	Bid Phase	\$47,000
4	Construction Phase (To be Updated based on Final Design)	\$700,000
5	Post Construction Phase	\$14,000
	TOTAL	\$851,000

SCHEDULE

SME is prepared to begin work on Task 1 upon written authorization to proceed.

AUTHORIZATION

Your signature below constitutes authorization to proceed on the work described herein. Please sign and return a scanned copy for our files.

SME appreciates this opportunity to provide professional services. Should questions arise or additional information be desired, please do not hesitate to contact Michael Roy, or me at 207.829.5016.

Very truly yours,

SEVEE & MAHER ENGINEERS, INC.

Daniel P. Diffin, P.E., LEED AP BD+C
Vice President/Senior Civil Engineer

ACCEPTED and AGREED TO:

Signature

Printed Name

Date

- Attachment 1 Fee Schedule
Attachment 2 Schedule of Contract Conditions

ATTACHMENT 1**FEE SCHEDULE**

Attachment: SME 20231128_Merrimac_WWTF Upgrade (002) (Proposal for Engineering Services-SME 20231128_Merrimac_Wastewater



FEE SCHEDULE

PRINCIPAL	\$200/hr
SR. CHEMIST/SR. TOXICOLOGIST	\$225/hr
PROGRAM MANAGER	\$180/hr
PROJECT MANAGER/SR. ENGINEER/SR. GEOLOGIST/SR. SCIENTIST	\$170/hr
ENGINEER/GEOLOGIST/SCIENTIST	\$145/hr
SENIOR FIELD ENGINEER	\$145/hr
FIELD ENGINEER/FIELD GEOLOGIST	\$115/hr
SENIOR TECHNICIAN	\$115/hr
SENIOR CADD	\$105/hr
CADD	\$95/hr
TECHNICIAN	\$95/hr
JUNIOR TECHNICIAN	\$65/hr
ADMINISTRATIVE SUPPORT	\$65/hr
COMMUNICATIONS	3% of labor
COMPANY VEHICLE USE	\$0.75/mi
PERSONAL VEHICLE USE	IRS Prevailing Rate
SUBCONTRACTORS	Cost + 15%
PERMIT/APPLICATION FEES	Cost + 10%
DIRECT EXPENSES	Cost + 10%

Invoices will be submitted every 30 days. Payment shall be made to Sevee & Maher Engineers within 30 days of receipt of invoice. A 1.5% finance charge will be assessed on all past due invoices.

ATTACHMENT 2

SCHEDULE OF CONTRACT CONDITIONS

Attachment: SME 20231128_Merrimac_WWTF Upgrade (002) (Proposal for Engineering Services-SME 20231128_Merrimac_Wastewater

Schedule of Contract Conditions

Scope of Services

Sevee & Maher Engineers, Inc. (SME) shall perform the professional services designated and described in the letter agreement dated November 28, 2023 between SME and Town of Merrimac (hereafter referred to as the Client) which constitutes a part of this Schedule.

Ownership of Documents

All documents, including Drawings, Specifications, estimates, field notes, and other data, prepared or furnished under the scope of services described in the letter agreement are instruments of service in respect to the Project and shall remain the property of SME whether or not the Project is completed. Client may make copies thereof as is necessary to occupy and operate the Project by Client or others, however, such documents are not intended or represented to be suitable for additions, extensions, or completion of the Project by another engineer, use on any other project or use by anyone other than the client. Any reuse without written verification or adaptation by SME for the specific purpose intended is at Client's sole risk and without liability or legal exposure to SME or their independent contractors or consultants.

Opinions of Cost

In providing estimates of probable construction cost, the Client understands that SME has no control over the cost or availability of labor, equipment, or materials, or over market conditions or the Contractor's method of pricing, and that SME's estimates of probable construction costs are made on the basis of SME's professional judgment and experience. SME makes no warranty, expressed or implied, that the bids or the negotiated cost of the Work will not vary from SME's estimate of probable construction cost.

Health and Safety

SME shall be responsible for, and its employees shall follow, health and safety precautions which meet federal, state, and local standards, statutes, and regulations. SME shall not specify construction procedures, manage or supervise construction, or implement or be responsible for health and safety procedures for other than its own employees or subconsultants. SME shall not share any responsibility for the acts, errors, or omissions of its subconsultants or other parties on the Project nor have control or change of, or be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs.

SME observation and testing of portions of the work of other parties on the Project shall not relieve such other parties from their responsibilities for performing their work in accordance with applicable health and safety requirements.

Risk Allocation

The Client hereby agrees to limit SME's total liability for any claims or damages of any nature whatsoever to a maximum amount equal to the total compensation received by SME under this agreement.

SME observation and testing of portions of the work of other parties on the Project shall not relieve other parties from their responsibilities for performing their work in accordance with applicable plans, and specifications.

Indemnification

Client agrees to defend, indemnify, and hold SME harmless from any and all claims, liabilities, fines, administrative penalties, or other costs, including court costs and attorney's fees, by any third parties arising out of or relating to health and safety procedures for other than its own employees or subconsultants, or arising out of or related to the acts, errors, or omissions of contractors, subcontractors, independent consultants, subconsultants, or other parties on the Project.

Project Suspension/Abandonment

If the Project is suspended or abandoned in whole or in part for more than three months, SME will be compensated for all services performed prior to receipt of written notice from the Client of such suspension or abandonment, together with payment of reimbursable expenses then due. If the Project is resumed after being suspended for more than three months, SME's compensation shall be equitably adjusted.

Dispute Resolution

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and SME agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation.

The Client and SME further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

Compliance with Applicable Law

The Consultant shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes, and regulations in effect as of the date of the letter proposal. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Consultant to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

Payment(s) for Services Rendered

Each invoice, upon submittal, is due and payable by Client. Invoices are past due after 30 days unless other payment terms have been agreed upon. Past due amounts are subject to a charge on the outstanding balance of the lesser of one and one-half percent per month or part thereof (18 percent per annum) or the maximum permissible by law. Client agrees to pay SME's attorney's fees, interest, and all other costs incurred in collecting past due amounts. Unless otherwise agreed, SME shall be paid in full at the contract rates for any additional services performed at Client's request more than those stated in this Agreement. The Client's obligation to pay for the Services contracted for is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or upon the Client's successful completion of a project. The Client shall remain obligated to pay SME for the services even though the test results or report produced by SME may contain conclusions unfavorable to the Client's interests.



Agenda Item
Merrimac Select Board
05/28/24

Property at Burnside Ln. Substation

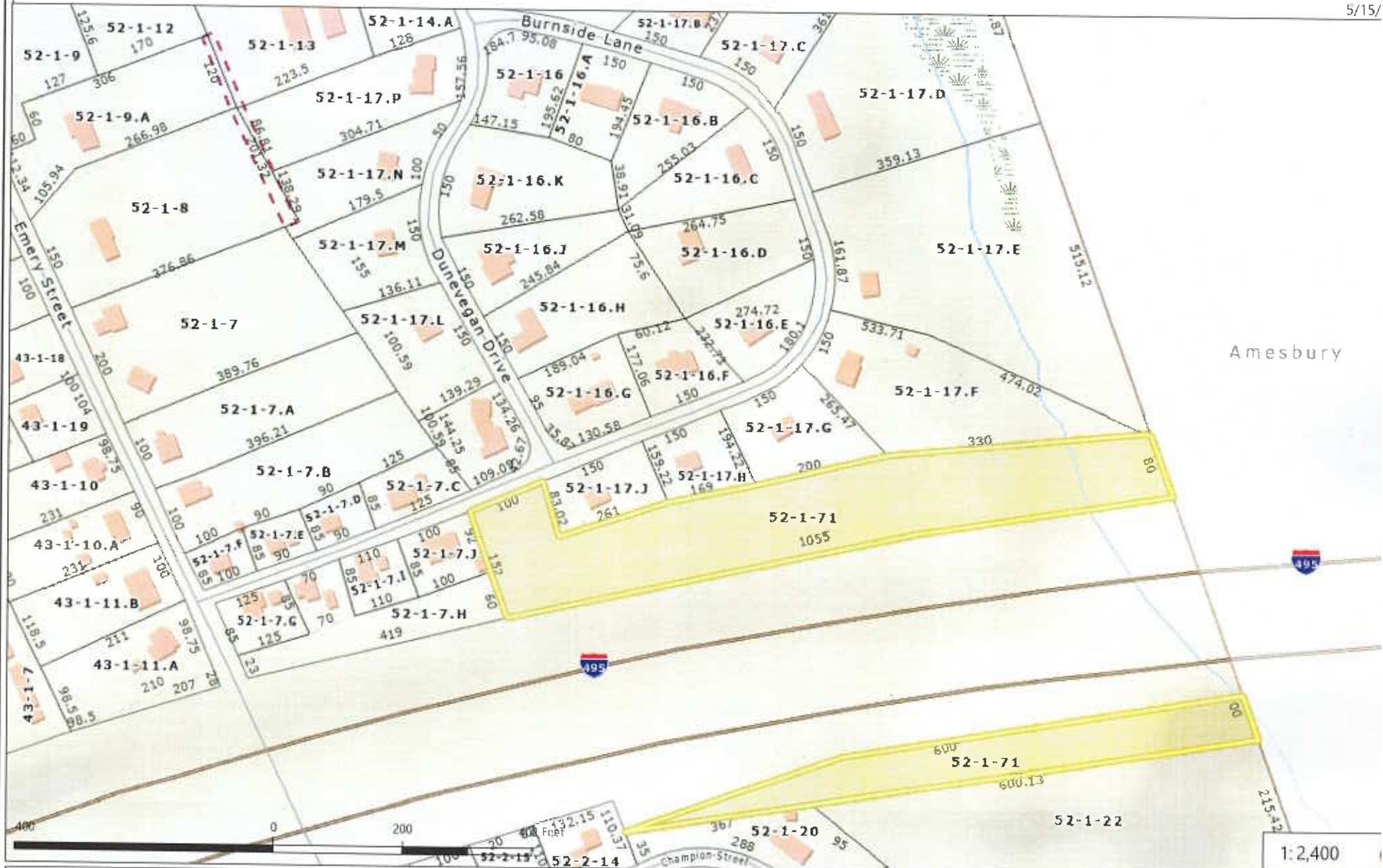
Subject:

Attachments:

Burnside Parcel Map

Town of Merrimac

5/15/



Attachment: Burnside Parcel Map (Property at Burnside Ln. Substation)

Data Sources: Produced by Merrimac Valley Planning Commission (MVPC) using data provided by the Town of Merrimac & MassGIS. MVPC AND THE TOWN OF MERRIMAC MAKE NO WARRANTY, EXPRESSED OR IMPLIED, CONCERNING THE ACCURACY, COMPLETENESS, RELIABILITY, OR SUITABILITY OF THESE DATA. THE TOWN OF MERRIMAC AND MVPC DOES NOT ASSUME ANY LIABILITY ASSOCIATED WITH THE USE OR MISUSE OF THIS INFORMATION.

- | | | | | | |
|--------------------|------------|----------------------|-----------|-----------------------|-----------|
| Municipal Boundary | Parcels | Local Road | Legend | Streams | Wet lands |
| Interstate | Major Road | Other Local Interest | Easements | Hydrographic Features | |



1:2,400

52 1 71
Map Block Lot

1 of 1
CARD

Town of Merrimac

APPRaised: 370,900/
USE VALUE: 370,900/
ASSESSed: 370,900/ 370,900

Total Card / 8.12.a
370,900/
370,900/
370,900/ 370,900



Patriot Properties

USER DEFINED

Prior Id # 1:
Prior Id # 2:
Prior Id # 3:
Prior Id # 1:
Prior Id # 2:
Prior Id # 3:
Prior Id # 1:
Prior Id # 2:
Prior Id # 3:
ASR Map: 39
Fact Dist:
Reval Dist:
Year:
Land Reason:
Bld Reason:
Civil District:
Ratio:

Attachment: Burnside Parcel Map (Property at Burnside Ln. Substation)

PROPERTY LOCATION

No	Alt No	Direction/Street/City
RR		EMERY ST, MERRIMAC

OWNERSHIP

Owner 1:	TOWN OF MERRIMAC
Owner 2:	LIGHT DEPT SUB STATION
Owner 3:	
Street 1:	2-8 SCHOOL ST
Street 2:	
Twn/City:	MERRIMAC
St/Prov:	MA
Postal:	01860

PREVIOUS OWNER

Owner 1:	
Owner 2:	
Street 1:	
Twn/City:	
St/Prov:	
Postal:	

NARRATIVE DESCRIPTION

This Parcel contains 2.1 ACRES of land mainly classified as MUNICIPAL

OTHER ASSESSMENTS

Code	Descrip/No	Amount	Com. Int
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PROPERTY FACTORS

Item	Code	Description	%	Item	Code	Description
Z	SR	SR		water		
o				Sewer		
n				Electri		
Census:				Exmpt		
Flood Haz:						
D				Topo	1	LEVEL
s				Street	1	PAVED
t				Gas:	2	LIGHT

LAND SECTION (First 7 lines only)

Use Code	Description	LUC Fact	No of Units	Depth / Price/Units	Unit Type	Land Type	LT Factor	Base Value	Unit Price	Adj	Neigh Infl	Neigh Mod	Infl 1	%	Infl 2	%	Infl 3	%	Appraised Value	Alt Class	%	Spec Land	J Code	Fact	Use Value	Notes
930	MUNICIPAL		87120		SQUARE FESITE			0	4.25	1.00	3								370,260						370,300	
930	MUNICIPAL		0.1		ACRES EXCESS			0	6,000.	1.00	3								600						600	

IN PROCESS APPRAISAL SUMMARY

Use Code	Land Size	Building Value	Yard Items	Land Value	Total Value	Legal Description	User Acct
930	2.100			370,900	370,900		
Total Card	2.100			370,900	370,900	Entered Lot Size	
Total Parcel	2.100			370,900	370,900	Total Land:	
Source:	Market Adj Cost	Total Value per SQ unit /Card: N/A		/Parcel: N/A		Land Unit Type:	

PREVIOUS ASSESSMENT

Tax Yr	Use	Cat	Bldg Value	Yrd Items	Land Size	Land Value	Total Value	Asses'd Value	Notes	Date
2024	930	FV		0	2.1	370,900	370,900		Year End Roll	1/8/2024
2024	930	PTCH		0	2.1	314,200	314,200	314,200	patch	4/20/2023
2023	930	FV		0	2.1	314,200	314,200	314,200	Year End Roll	1/23/2023
2022	930	FV		0	2.1	253,200	253,200	253,200	Year End Roll	1/24/2022
2021	930	FV		0	2.1	231,500	231,500	231,500	Year End Roll	1/11/2021
2020	930	FV		0	2.1	231,500	231,500	231,500		4/24/2020
2019	930	FV		0	2.1	201,000	201,000	201,000	Year End Roll	1/4/2019
2018	930	FV		0	2.1	187,900	187,900	187,900	Year End Roll	1/11/2018

SALES INFORMATION

Grantor	Legal Ref	Type	Date	Sale Code	Sale Price	V	Tst	Verif	Notes
	05470-0685		8/29/1967			No	No		

BUILDING PERMITS

Date	Number	Descrip	Amount	C/O	Last Visit	Fed Code	F. Descrip	Comment
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ACTIVITY INFORMATION

Date	Result	By	Name
9/19/2022	VACANT LOT	501	ED DAVIS
7/10/2012	VACANT LOT	501	ED DAVIS
1/1/2002	VACANT LOT	500	ASSESSORS

Sign: VERIFICATION OF VISIT NOT DATA

Total AC/HA: 2.10000 Total SF/SM: 91476 Parcel LUC: 930 MUNICIPAL Prime NB Desc: DTWN MER

Total: 370,860 Sp/ Credit Total: Packet Pg. 134

Disclaimer: This Information is believed to be correct but is subject to change and is not warranted.

Database: AssessPro - Merrimac

hroche

2025

TOWN OF MERRIMAC
OFFICE OF ASSESSOR

BLOCK No. 52-1-17

LOT No. _____

GRANTEE	GRANTOR	DATE OF RECORD	BOOK No.	PAGE No.	REMARKS
town of Merrimac	Omni Realty, Inc.	8-29-67	4864 5470	146 685	Now 52-1-7

Packet Pg. 135

BK 5470 PG 685

Omni Realty, Inc.

a corporation duly established under the laws of Massachusetts
and having its usual place of business at Amesbury, Essex

County, Massachusetts, for consideration paid
grants to The Inhabitants of the Town of Merrimac, a municipal corpora-
tion in the County of Essex and the Commonwealth of Massachusetts

the land in Merrimac, bounded and described as follows:- with quitclaim covenants

A certain parcel of land situated on the Northerly side of Inter-
state Route 495 and bounded and described as follows:

Beginning at the Southeasterly corner thereof at the Northerly line
of said Route 495 at the Merrimac and Amesbury town line; thence run-
ning, Westerly along said Route 495, 1055 feet, more or less, to point of
land now or formerly of Eaton, said point being about 40 feet Westerly
from a Massachusetts highway bound at the Northerly line of said Inter-
state Route 495; thence turning and running Northerly along said Eaton
land and land now or formerly of Bisson 152 feet, more or less, to the
end of Burnside Lane; thence turning and running Easterly along the
southerly line of the proposed extension of said Burnside Lane 100 feet
to a bound; thence turning and running Southerly along remaining land
of Omni Realty, Inc., 83 feet, more or less, to a bound, said bound
being 80 feet Northerly from the Northerly line of said U.S. Interstate
Route 495; thence turning and running Easterly in a line 80 feet from
and parallel to the Northerly line of U.S. Route 495, 960 feet, more or
less, to the said Merrimac and Amesbury line; thence turning and running
Southerly along said Merrimac, Amesbury line 80 feet, more or less to
the point of beginning.

Together with the right of way over an extension of Burnside Lane
running Easterly from the end thereof for a distance of 100 feet. Said
right of way to be 40 feet in width.

In witness Whereof the said Omni Realty, Inc.

has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and
delivered in its name and behalf by Lionel Maurice
its treasurer hereto duly authorized, this 15th
day of August in the year one thousand nine hundred and sixty-seven.

Signed and sealed in presence of

Drum E. Nicholson

OMNI REALTY, INC.

by

Lionel Maurice

The Commonwealth of Massachusetts

MIDDLESEX

August 15 1967

Then personally appeared the above named Lionel Maurice

and acknowledged the foregoing instrument to be the free act and deed of the Omni Realty, Inc.

before me



My commission expires

November 4, 1968



ANNUAL TOWN MEETING

DK 5470 PG 687

COPY OF VOTE

February 27, 1967

Article 27.

The Town voted to acquire by purchase from the Omni Realty, Inc., the following described parcel of land to be used by the Town for the purposes of establishing a sub-station and power lines for the Merrimac Light Department and to raise and appropriate the sum of One thousand dollars (\$1000)

for the payment therefor; "A certain parcel of land situated on the Northerly side of Interstate Route 495 and bounded and described as follows:

Beginning at the Southeasterly corner thereof at the Northerly line of said Route 495 at the Merrimac and Amesbury town line; thence running

Westerly along said Route 495, 1055 feet, more or less, to point of land now or formerly of Eaton, said point being about 40 feet Westerly from a Massachusetts highway bound at the Northerly line of said Interstate Route 495; thence turning and running

Northerly along said Eaton land and land now or formerly of Bisson 152 feet, more or less, to the end of Burnside Lane; thence turning and running

Easterly along the Southerly line of the proposed extension of said Burnside Lane 100 feet to a bound; thence turning and running

Southerly along remaining land of Omni Realty, Inc., 83 feet, more or less, to a bound, said bound being 80 feet Northerly from the Northerly line of said U.S. Interstate Route 495; thence turning and running

Easterly in a line 80 feet from and parallel to the Northerly line of U.S. Route 495, 960 feet, more or less, to the said Merrimac and Amesbury line; thence turning and running

Southerly along said Merrimac, Amesbury line 80 feet, more or less, to the point of beginning

Together with the right of way over an extension of Burnside Lane running Easterly from the end thereof for a distance of 100 feet. Said right of way to be 40 feet in width.

A unanimous vote.

A true copy.

Attest:

Edward J. King
Town Clerk

Essex ss. Recorded Aug. 29, 1967. 26 m. past 11





Agenda Item
Merrimac Select Board
05/28/24

Field Conditions

Subject:

Request to discuss upkeep of sports fields.