



Merrimac Select Board

Select Board Meeting

06/10/24

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

1. Motion to approve the agenda

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

IV. MINUTES APPROVAL

1. Merrimac Select Board - Select Board Meeting - May 28, 2024 7:00 PM

Amend from

Gustison says there are a few things they come together on; He mentions a 150-year anniversary in 2026.
to

Gustison notes a few points to bring the local communities together, including a 150-year anniversary with Amesbury in 2026.

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

V. APPROVAL OF PAYROLL AND VENDOR WARRANT OF MAY 28, 2024

1. Motion to approve

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

VI. CORRESPONDENCE

1. GFS Environmental Assessment Proposal-9 Burnside

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.

Town owned land used by the light department. Should be environmentally tested. Received a copy of a proposal. Needs further discussion. Put on agenda for next meeting. Bruno says \$3000 quote seems very light. Gorzynski feels they need to have Mary Usovicz back. Manni says he feels step one is getting the land back. Manni says he feels it would be returned to the original state. Gorzynski and Adams will meet with Usovicz. Usovicz could not attend tonight. Manni says we should to stick to facts and public forums should not be misleading to residents.

2. FY24-LC-LCC-1965_Merrimac Cultural Council_Contract
3. SME 20240529_Merrimac_WWTF Upgrade Final
4. ABCC ADVISORY FOOD AND BEVERAGES CONTAINING HEMP DERIVED CBD and or THC 05302024 Final

Manni says it's a board of health matter. Chief Shears says he is not aware of any sale of products in town.

2. Motion to file correspondence

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

VII. OLD BUSINESS

None.

VIII. AGENDA ITEMS

1. Town Administrator's Report

Manni notes that report doesn't say what the cost for Exeter is. Add to next meeting and use Exeter as stop gap. Manni recuses himself from any discussion about cleaning quote as he knows the contact.

3. Motion to approve the year end transfers and send to the Finance Committee

Discussion regarding yet for \$80,000 for highway. Shorthanded for the majority of the year. Opportunity to acquire a piece of equipment for the snow removal from sidewalks to bring it in house. Less than \$1,000 left in the snow and ice budget. Sinibaldi says equipment wouldn't be more than \$80,000. We outsourced last year for the clearing of sidewalks. Gorzynski asks to table. We can move forward but talk with Chris Gaudet of Commission On Disabilities next meeting about what the intentions are. Sinibaldi says they are not in need of COD money.

Motion to approve and send to the finance committee

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

8. Motion to approve the insurance proposal for 28 School St.

Gustison asks about the history of the building. Bruno says this item is for property insurance. Less than half the building currently standing was the original fire house. Other parts were added later. No significant value in the building. Building is not being used for storage now.

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

12. Motion to accept Michelle Barry's reivew and offer the 1%

Manni says Michelle Barry does a great job, and she is an expert in her field. McLeod recommends the 1%

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

15. Motion for chair to sign

EPA and litigation update. Merrimac MA Retainer

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

2. Select Board Priorities

As a board they want to publicly state their priorities but these do not preclude an individual member from pursuing another area. Avoiding an override is a priority.

Gustison- to increase the state contribution to the school-engage legislators; public awareness campaigns; collect data; he went to the MMA training. What he took away was coalition building. Conducting COLA study; working chamber of commerce; status of municipal bonds. Status of grants

Gorzynski- having more visibility into grant information consolidated to identify what's missing and feels grant writing is a big priority. Manni says the process is decentralized right now.

In regard to staying within 2 1/2% Bruno notes we may at some point have to do an override to cover public safety, road problems in town. Manni agrees. Sinibaldi says we have a grant writer, Denise McClure is contract employee. Manni says they can reach out to her individually.

Adams says in the days and years to come it will be challenging to keep level services. Gorzynski asks about the solar roof on the PRSD building. Adams talks about the regional agreement and Whittier renovations. He will get Gorzynski the information.

Master plan-execute it; critically important document. Top priority for the board

Chapter 70-historically a lot of conversation has filtered through the chair; they need more people engaging elected officials;

Attracting businesses-from a board perspective, we can put it as a priority, but we have to think about action items. He thinks plugging the 150th anniversary of Merrimac is an opportunity to use it as a springboard. Gustison talks about the possibility of giving incentives.

Manni says he's had a lot of those questions. He says as a 5-member board they could reach out to local businesses.

Top 5 priorities

Stay within 2 1/2 %

Ch. 70 and advocacy

Executing the Master Plan

Whittier Tech

Attracting Small Businesses

3. Select Board Representative Annual Appointments

ZBA-Gustison is a liaison, but he would volunteer as alternate as well
Affordable Housing Board and Rent Control Board-Gorzynski
Capital Planning Comm and OPEB -Manni
Motion to amend document and make appointments

Appointment ceremony; let Gwen Lay Sabbagh know ahead of time; last year it was done before a select board's meeting.

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

4. Mass Council on Aging FY24 Grant Contract - Amended 5.29.24

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

5. Community One Stop Application Support Letters

Motion for chair to sign

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

6. 8695 : Gregory Pickering Letter of Resignation

Shears says effective June 25 2024; motion to accept resignation and thank him for years of service
Amesbury and Salisbury share services; Shears could reach out to use their services. Manni has talked about collaborating and feels it is a discussion worth having; Shears is not opposed, he just needs to fill the position.
Adams says Shears has presented 2 good options. Shears will look into posting it and also speak with Salisbury about an agreement. Shears will update the board as things happen.

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

7. Property Use Permit- Fundraiser for Santa Committee

Motion to approve

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

8. Logic Automation Services Invoice 2069

Motion to pay the bill

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

9. Master Plan Reimbursement Request

Gorzynski asks what the \$10,000 is for. Grant money being appropriated. Motion for the chair to sign

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

10. Wastewater Phase One Services for Survey and Existing Conditions

Contract for Phase One services. Motion to approve

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

11. Annual Performance Review - Town Clerk

Gustison thanks her. Bruno says she handles everything well; Bruno says she and Lay Sabbagh had spoken about a proposal of increasing her space; Extra storage and working space needed for early voting by mail. Sabbagh says Homeland Security has been out to do an assessment. She will put together a proposal. Motion to approve the 1%

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

12. Annual Performance Review- Justin Craig

Sinibaldi says Craig's a hard worker and instrumental to the department. Recommends that he get the 1%; motion to approve the 1%

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

13. Schedule Annual Performance Review for Larry Fisher

Manni and Gustison can do it together. Manni will schedule

14. Time Off Request-Jen Penney

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

15. Board Management of Employees

Bruno brings up boards managing own employees; she doesn't understand how a Principal Assessor reports to the Finance Director. Gorzynski says as long as they report to someone; she wants to revisit when Carol McLeod gets back. Gustison needs more clarification. Bruno believes the assessor should report to the Board of Assessors. Agenda item for next meeting.

IX. ADJOURN

1. Motion to adjourn at 8:30 PM

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

**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.

Minutes Acceptance: Minutes of May 28, 2024 7:00 PM (Minutes Approval)

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

Minutes Acceptance: Minutes of May 28, 2024 7:00 PM (Minutes Approval)

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

Minutes Acceptance: Minutes of May 28, 2024 7:00 PM (Minutes Approval)



Merrimac Select Board

2 School Street
Merrimac, MA 01860

Meeting: 06/10/24 07:00 PM

Department: Merrimac Select Board

Category: Information

Prepared By: Jennifer Penney

Initiator: Jennifer Penney

Sponsors:

SCHEDULED

~~CORRESPONDENCE (ID # 8701)~~

~~DOC ID: 8701~~

GFS Environmental Assessment Proposal-9 Burnside

COMMENTS - Current Meeting:

Town owned land used by the light department. Should be environmentally tested. Received a copy of a proposal. Needs further discussion. Put on agenda for next meeting. Bruno says \$3000 quote seems very light. Gorzynski feels they need to have Mary Usovicz back. Manni says he feels step one is getting the land back. Manni says he feels it would be returned to the original state. Gorzynski and Adams will meet with Usovicz. Usovicz could not attend tonight. Manni says we should to stick to facts and public forums should not be misleading to residents.



GEOLOGICAL FIELD SERVICES, INC.

June 3, 2024

Merrimac Light
Ms. Mary Usovicz
10 West Main Street
Merrimac, MA 01860

RE: 9 Burnside Lane
Merrimac, MA 01860

Dear Ms. Usovicz;

This proposal is for conducting an environmental assessment of the above referenced property in accordance with the general processes of the American Society for Testing and Materials (ASTM) E1527-21 Phase I Standard Practice for Environmental Site Assessments (Phase I). The property's current use and history will be reviewed to evaluate if there are any "*recognized environmental conditions*" as defined in the Standard and/or reportable releases of oil and/or hazardous materials in accordance with the Massachusetts Contingency Plan (MCP) 310 CMR 40.0000. GFS will use Environmental Data Resources Radius Map for available Right-to-Know from the state, federal and local governments, conduct a site visit and review local files to prepare the Phase I. Work will take approximately 2-3 weeks to complete for a cost of \$3,000.

Thank you for this opportunity, please contact me with any questions.

Sincerely:
GEOLOGICAL FIELD SERVICES, INC.

A handwritten signature in dark ink, appearing to read 'L. Fabbri', is written over a light blue horizontal line.

Luke Fabbri
President, LSP

**Merrimac Select Board**

2 School Street

Merrimac, MA 01860

Meeting: 06/10/24 07:00 PM

Department: Merrimac Select Board

Category: Grant

Prepared By: Jennifer Penney

Initiator: Jennifer Penney

Sponsors:

SCHEDULED~~CORRESPONDENCE (ID # 8700)~~~~DOC ID: 8700~~**FY24-LC-LCC-1965_Merrimac Cultural Council_Contract**



February 13, 2024

Dear Chris Manni,

Thank you for your participation in the Mass Cultural Council's Local Cultural Council Program. We are pleased to inform you that Town of Merrimac for Merrimac Cultural Council has been approved for a Local Cultural Council Allocation grant of \$7,100 (FY24-LC-LCC-1965) from the Mass Cultural Council.

Thanks to vigorous advocacy from the cultural sector, the Legislature once again showed strong, bipartisan support for the Mass Cultural Council, and its programs and services in the FY24 state budget. This allows us to continue to support Massachusetts' dynamic artists and creative individuals, communities, cultural organizations, schools, and creative youth development across the Commonwealth.

Below you will find a contract package that contains award instructions and reporting requirements. Please review these documents carefully and **sign the document electronically within 14 days of the date on this letter**. This will help us process your grant as quickly as possible. For questions about the contract, please contact Marc Sulmonte at 617-858-2823 or marc.sulmonte@mass.gov.

Culture is ultimately about you. You play an integral role in creating and supporting a cultural life in Massachusetts that is vital, accessible, and thriving. Thank you for all that you do to elevate our rich cultural life in Massachusetts.

A handwritten signature in black ink that reads 'Marc Carroll'.

Marc Carroll
Chair

A handwritten signature in black ink that reads 'Michael J. Bobbitt'.

Michael. J. Bobbitt
Executive Director

Contract Package Instructions

Instructions for Completing this Standard Contract Document

In this e signature document, you will complete the following:

1. **Standard Contract:** Review this document and sign and date it. In order to read the content that is hyperlinked in this document, save this document as a pdf to review it, then return here to sign.
2. **Attachment A:** Defines how the funds are to be expended following Mass Cultural Council regulations. Review this document and initial it to acknowledge that you have read and understand.

If you have any questions about this document, contact Marc Sulmonte at 617-858-2823 or marc.sulmonte@mass.gov.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions and Contractor Certifications](#), the [Commonwealth Terms and Conditions for Human and Social Services](#) or the [Commonwealth IT Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: Town of Merrimac for Merrimac Cultural Council (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Massachusetts Cultural Council MMARS Department Code: ART	
Legal Address: (W-9, W-4): Town Hall 2 School Street Merrimac MA 01860-1915		Business Mailing Address: 10 Saint James Ave., 3 rd Fl., Boston, MA 02116	
Contract Manager: Chris Manni	Phone: 978-346-8862	Billing Address (if different):	
E-Mail: selectman2@townofmerrimac.com	Fax:	Contract Manager: Marc Sulmonte	Phone: 617-858-2823
Contractor Vendor Code: VC6000191880		E-Mail: marc.sulmonte@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): RFR/Procurement or Other ID Number: FY24-LC-LCC-1965	
<u>X</u> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <u> </u> Statewide Contract (OSD or an OSD-designated Department) <u> </u> Collective Purchase (Attach OSD approval, scope, budget) <u> </u> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <u> </u> Emergency Contract (Attach justification for emergency, scope, budget) <u> </u> Contract Employee (Attach Employment Status Form, scope, budget) <u> </u> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<u> </u> CONTRACT AMENDMENT Enter Current Contract End Date <i>Prior</i> to Amendment: <u> </u> , 20 <u> </u> . Enter Amendment Amount: \$ <u> </u> . (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <u> </u> Amendment to Date, Scope or Budget (Attach updated scope and budget) <u> </u> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <u> </u> Contract Employee (Attach any updates to scope or budget) <u> </u> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <u> </u> Commonwealth Terms and Conditions <u> </u> Commonwealth Terms and Conditions for Human and Social Services <u> </u> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . <u> </u> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <u> </u> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). \$7,100			

Attachment: FY24-LC-LCC-1965_Merrimac Cultural Council_Contract (FY24-LC-LCC-1965_Merrimac Cultural Council_Contract)

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting **accelerated** payments must identify a PPD as follows: Payment issued within 10 days % PPD; Payment issued within 15 days % PPD; Payment issued within 20 days % PPD; Payment issued within 30 days % PPD. If PPD percentages are left blank, identify reason: agree to standard 45 day cycle statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.)

This is a grant of financial assistance to the Merrimac Cultural Council to participate in the Local Cultural Council Program.

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

 1. may be incurred as of the Effective Date (latest signature date below) and **no** obligations have been incurred **prior** to the Effective Date.

 2. may be incurred as , **20** , a date **LATER** than the Effective Date below and **no** obligations have been incurred **prior** to the Effective Date.

 X 3. were incurred as of **July 01, 2023**, a date **PRIOR** to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of a obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claim related to these obligations.

CONTRACT END DATE : Contract performance shall terminate as of **June 30, 2024**, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments or during any lapse between amendments.

CERTIFICATIONS : Notwithstanding verbal or other representations by the parties, the **"Effective Date"** of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X: DocuSigned by:

Chris Manni
F9EC54E535904BB...

Date:

06/03/2024

Print Name:

Chris Manni

Print Title:

Chair, Select Board

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: DocuSigned by:

[Signature]
4367D43D2ACA4EA...

Date:

06/03/2024

Print Name: Catherine Cheng-Anderson

Print Title: Senior Director of Business Operations and Chief Financial Officer

For Internal Use Mass Cultural Council Fiscal Department:

Fiscal Review Completed:

DocuSigned by:
Marc Sulmonte
60F9421CE5B348D...

Attachment: FY24-LC-LCC-1965_Merrimac Cultural Council_Contract (FY24-LC-LCC-1965_Merrimac Cultural Council_Contract)

Attachment A: Scope of Services

The allocated amount or maximum obligation for the contracted city or town will be deposited in the local account for the local or regional cultural council, provided that the city or town:

- Maintain a revolving account for the local or regional cultural council as required by Massachusetts General Law, Chapter 10, Section 58
- Report on said fund annually by completing the Massachusetts Cultural Council's Local Cultural Council Account Form

RESTRICTIONS: This grant to Town of Merrimac is restricted for use by Merrimac Cultural Council. The local or regional cultural council will expend the funds following the procedures outlined in the [Local Cultural Council Program Guidelines](#)

I have read and understood Attachment A:

Initial

CM

Attachment: FY24-LC-LCC-1965_Merrimac Cultural Council_Contract (FY24-LC-LCC-1965_Merrimac Cultural Council_Contract)



Merrimac Select Board

2 School Street
Merrimac, MA 01860

SCHEDULED

Meeting: 06/10/24 07:00 PM

Department: Merrimac Select Board

Category: Contract

Prepared By: Jennifer Penney

Initiator: Jennifer Penney

Sponsors:

~~CORRESPONDENCE (ID # 8705)~~

~~DOC ID: 8705~~

SME 20240529_Merrimac_WWTF Upgrade Final



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

May 29, 2024

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

Any and all payments which the Town is required to make under this Agreement shall be subject to appropriation or other availability of funds as certified by the Town. SME shall proceed only with work for which the Town has appropriated funds for the Task as defined in writing. In the absence of appropriation or availability as certified herein, SME shall not proceed beyond the budget and scope which had already been approved. SME shall pause work until the Town authorizes additional Tasks in writing. Said pause shall be without liability for damages, penalties or other charges to the Town.

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 20240529_Merrimac_WWTF Upgrade Final (SME 20240529_Merrimac_WWTF Upgrade Final)



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 20240529_Merrimac_WWTF Upgrade Final (SME 20240529_Merrimac_WWTF Upgrade Final)

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.

**Merrimac Select Board**

2 School Street

Merrimac, MA 01860

Meeting: 06/10/24 07:00 PM

Department: Merrimac Select Board

Category: Information

Prepared By: Jennifer Penney

Initiator: Jennifer Penney

Sponsors:

SCHEDULED~~CORRESPONDENCE (ID # 8704)~~~~DOC ID: 8704~~**ABCC ADVISORY FOOD AND BEVERAGES CONTAINING
HEMP DERIVED CBD and or THC 05302024 Final****COMMENTS - Current Meeting:**

Manni says it's a board of health matter. Chief Shears says he is not aware of any sale of products in town.



Jean M. Lorizio, Esq.
Chairman

Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150

ALCOHOLIC BEVERAGES CONTROL COMMISSION (“ABCC”) ADVISORY
REGARDING FOOD AND BEVERAGES CONTAINING HEMP DERIVED CBD
AND/OR THC ON LICENSED PREMISES

On May 29, 2024, the Massachusetts Department of Public Health and the Massachusetts Department of Agricultural Resources issued a joint notice regarding food and beverages containing hemp derived CBD and/or THC. A copy of the notice can be found attached.

Please be advised that it is unlawful to manufacture and/or sell food or beverages containing hemp derived CBD and/or THC. This applies to alcoholic and non-alcoholic beverages. These products must be taken off the shelf immediately. Any licensee found in violation of importing, manufacturing, transporting, selling, and/or possessing on its licensed premises food and/or beverages containing hemp derived CBD and/or THC faces potential suspension or revocation of its license. Wholesalers must retrieve all food and beverages containing hemp derived CBD and/or THC sold and/or delivered by them to retail licensed premises at or before their next delivery to each establishment. This Advisory does not apply to marijuana products manufactured under the jurisdiction of the Cannabis Control Commission.

As always, all licensees must ensure that they comply with the laws of the Commonwealth of Massachusetts, and that sales of alcoholic beverages take place only as authorized by federal, state, and local law.

Questions concerning food and beverages containing hemp derived CBD and/or THC may be directed to the Massachusetts Department of Public Health at 617-983-6754 or fpp.dph@mass.gov and the Massachusetts Department of Agricultural Resources at mahemp@mass.gov. Questions concerning this Advisory may be directed to Ralph Sacramone, Executive Director of the Massachusetts Alcoholic Beverages Control Commission at (617) 727-3040 x 731.

(Issued 5/30/2024)



The Commonwealth of Massachusetts
Executive Office of Health and Human Services
Department of Public Health
250 Washington Street, Boston, MA 02108-4619

6.4.a

MAURA T. HEALEY
Governor

KIMBERLEY DRISCOLL
Lieutenant Governor

KATHLEEN E. WALSH
Secretary

ROBERT GOLDSTEIN, MD, F
Commissioner

Tel: 617-624-6000
www.mass.gov/dph

To: Local Boards of Health and DPH-licensed or Inspected Facilities

From: Massachusetts Department of Public Health and the Massachusetts Department of Agricultural Resources

Date: May 29, 2024

RE: Hemp Derived CBD and THC Not Allowed in Food and Beverages Manufactured or Sold in Massachusetts pursuant to 105 CMR 500.00: *Good Manufacturing Practices for Food* and 105 CMR 590.00: *Minimum Sanitation Standards for Food Establishments*

In order to address questions regarding the recent influx of products manufactured or sold in Massachusetts containing cannabidiol (CBD) and/or delta-8-tetrahydrocannabinol¹ and/or delta-9-tetrahydrocannabinol (THC), the Massachusetts Department of Public Health (DPH) and the Massachusetts Department of Agricultural Resources (MDAR) issue the following Frequently Asked Questions to make clear that addition of CBD and/or THC to food manufactured or sold in Massachusetts is illegal. This does not apply to edible marijuana products licensed and sold under the jurisdiction of the Cannabis Control Commission.

The Cannabis Control Commission and Marijuana Products

In Massachusetts, marijuana and edible marijuana products are regulated by the Cannabis Control Commission (CCC). This notice does not apply to marijuana products manufactured under the jurisdiction of the Cannabis Control Commission pursuant to G.L. c. 94G. Instead, this notice applies to food and beverages regulated by MDPH under its regulations 105 CMR 500.00 and 105 CMR 590.00.

The Federal Farm Bill and Hemp-derived CBD and THC

In 2018, the federal Agricultural Improvement Act of 2018 (Farm Bill) removed hemp (as defined by the Farm Bill) from the federal Controlled Substances Act and deemed it an agricultural commodity that could be lawfully produced in the United States. The Farm Bill, however, did not remove the existing federal prohibition of adding CBD or THC to food or beverages.² This prohibition still exists regardless of whether the CBD or THC is hemp derived as further discussed below.

Food and Beverages Regulated by MDPH and Hemp Products Regulated by MDAR

This notice applies to food and beverages regulated by MDPH under its regulations 105 CMR 500.00 and 105 CMR 590.00, which include bottled water and non-alcoholic carbonated beverages As explained

¹ The MDAR Hemp Program does not allow hemp-derived delta-8 THC products to be processed or sold in Massachusetts. <https://www.mass.gov/guides/hemp-in-massachusetts-faqs>

² The Farm Bill did not change the law regarding certain food ingredients derived from hemp (such as CBD and THC) and expressly provided that it did not make any changes to the authority of the U.S. Food and Drug Administration (FDA).

further below, retail and wholesale manufacturers, distributors and sellers of food, water, alcohol, and dietary supplements, are reminded that CBD and/or THC may not be added to food manufactured or sold in Massachusetts in accordance with MDPH regulations 105 CMR 500.00 and 105 CMR 590.00. These prohibitions apply whether such hemp products are processed or manufactured outside of the Commonwealth or by a licensee of the Massachusetts Department of Agricultural Resources (MDAR) operating under its Hemp Program pursuant to M.G.L. c. 128, Sections 116 through 123 and the regulation promulgated at 330 CMR 32.00.

MDPH regulation 105 CMR 500.00 requires that all food must be from approved sources that comply with federal, state, and local law and must not contain any prohibited ingredients. The FDA has concluded that, under 21 U.S.C. § 331(l), federal law prohibits the addition of CBD and delta-9 THC (THC) to food products because CBD and THC are active ingredients in FDA-approved drugs. Since CBD and THC are not approved ingredients under 21 U.S.C. § 331(l), they may not be added to manufactured foods, which also includes, but is not limited to, bottled water and non-alcoholic carbonated beverages. For more information about manufactured foods, please contact the Food Protection Program at fpp.dph@mass.gov.

MDPH regulation 105 CMR 590.00 incorporates the FDA's Food Code, which requires that food be obtained from sources that comply with federal, state, and local laws and must not contain any prohibited ingredients. As noted above, the FDA has concluded that 21 U.S.C. § 331(l) prohibits the addition of CBD or THC to food products because CBD and THC are active ingredients in FDA-approved drugs. Since CBD and THC are not approved ingredients under 21 U.S.C. § 331(l), they may not be added to foods distributed at retail.

For any questions related to 105 CMR 500.00 or 105 CMR 590.00, please contact the Food Protection Program at DPH 617-983-6754 or fpp.dph@mass.gov.

For questions related to MDAR's Hemp Program, please email mahemp@mass.gov.

Cc: Massachusetts Cannabis Control Commission
Alcoholic Beverages Control Commission

CBD and THC in Food Manufactured or Sold in Massachusetts

Below are the Massachusetts Department of Public Health's (MDPH) answers to some frequently asked questions about whether it is allowable in Massachusetts to add cannabidiol (CBD) or delta-9-tetrahydrocannabinol (THC) to food or to cosmetics. The below FAQs do not apply to marijuana products regulated by the Massachusetts Cannabis Control Commission

In 2018, the federal Agricultural Improvement Act of 2018 (Farm Bill) removed hemp, (as defined by the Farm Bill) from the federal Controlled Substances Act and deemed it an agricultural commodity that could be lawfully produced in the United States. The Farm Bill, however, did not remove the existing prohibition under the Federal Food, Drug and Cosmetic Act of adding CBD or THC to food or beverages. This prohibition still exists regardless of whether the CBD or THC is hemp derived as further discussed, below.

It is not legal to manufacture or sell food with CBD and/or THC in Massachusetts. These FAQs concern MDPH's regulations 105 CMR 500.00 and 105 CMR 590.00. They do not apply to marijuana products regulated by the Massachusetts Cannabis Control Commission.

Frequently Asked Questions

If I have a Massachusetts license or permit under 105 CMR 500 (Regulations for Good Manufacturing Practices for Food) to manufacture food, is it legal to add hemp-derived CBD or THC to food?

No. The Massachusetts Department of Public Health (DPH) regulates food manufacturing in the Commonwealth (see [105 CMR 500](#)). These regulations require that all food must be from approved sources that comply with federal, state, and local laws and must not contain any prohibited ingredients. The [FDA has concluded](#) that the Federal Food, Drug and Cosmetic Act prohibits the addition of hemp-derived CBD and THC to food products because CBD and THC are active ingredients in FDA-approved drugs. Since CBD and THC are not approved ingredients under the Food, Drug and Cosmetic Act, they may not be added to manufactured foods. For more information about manufactured foods, please contact the Food Protection Program at fpp.dph@mass.gov.

If I have a Massachusetts permit under 105 CMR 590 (Regulations for Minimum Sanitation Standards for Food Establishments) as a Food Establishment, is it legal to add hemp-derived CBD or THC to food I distribute at retail?

No. DPH sets minimum sanitary standards for food establishments in the Commonwealth. These regulations are enforced by local boards of health in partnership with the state (see [105 CMR 590](#)). The regulations incorporate the FDA's Food Code, which requires that food be obtained from sources that comply with federal, state, and local laws and must not contain any prohibited ingredients. As noted above, the [FDA has](#)

concluded that federal law prohibits the addition of CBD or THC to food products because CBD and THC are active ingredients in FDA-approved drugs. Since CBD and THC are not approved ingredients under federal law, they may not be added to foods distributed at retail. For more information about food sold in retail, please contact your local board of health.

I manufacture a carbonated non-alcoholic beverage that includes hemp-derived CBD and/or THC as an ingredient. May I sell this product in Massachusetts?

No. The bottling and sale of water and non-alcoholic carbonated beverages is regulated by Massachusetts law, including the Regulations for Good Manufacturing Practices for Food discussed above (see G.L. c. 94 §10A; 105 CMR 500.090 et seq). As with other food, since CBD and THC are not approved ingredients under the Federal Food, Drug and Cosmetic Act, they may not be added to bottled water and carbonated non-alcoholic beverages.

Other resources regarding bottled water are available here:

<https://www.mass.gov/lists/bottled-water-resources>.

I hold an alcoholic beverage retail license. May I sell a carbonated non-alcoholic beverage that includes hemp-derived CBD and/or THC as an ingredient?

No. The bottling and sale of water and non-alcoholic carbonated beverages is regulated by Massachusetts law, including the Regulations for Good Manufacturing Practices for Food discussed above (see G.L. c. 94 §10A; 105 CMR 500.090 et seq). As with other food, because CBD and THC are not approved ingredients under the Federal Food, Drug and Cosmetic Act, they may not be added to bottled water and carbonated non-alcoholic beverages. Only retail establishments licensed and regulated by the Cannabis Control Commission may sell beverages that include THC as an ingredient.

I manufacture a product that contains “full-spectrum,” “broad-spectrum,” or “whole plant” hemp extracts. Can these extracts be added to food or beverages in Massachusetts?

No. Because “full-spectrum,” “broad-spectrum” and “whole plant” hemp extracts are made from parts of the hemp plant that include hemp flower, they contain CBD, THC, and other cannabinoids. Whether the product label indicates the presence or concentration of these cannabinoids, they contain CBD and/or THC and may not be added to food.

If I am licensed or permitted as a food manufacturer or retailer in Massachusetts, is it legal to add hulled hemp seeds, hemp seed protein, and/or hemp seed oil to food I manufacture and/or sell at retail?

Yes. The FDA has completed its evaluation of generally recognized as safe (GRAS) notices for hulled hemp seeds, hemp seed protein and hemp seed oil. These products can be legally added to human food, provided they comply with all other requirements.

I have a license issued by the Massachusetts Department of Agricultural Resources (MDAR) to process hemp. Is it legal for me to add CBD or THC to manufactured or retail food?

No. The [MDAR Hemp Program](#) does not provide an exception to the Food, Drug and Cosmetic Act's prohibition against adding CBD or THC into food products.

May I market my hemp products (e.g., hulled hemp seeds, hemp seed protein and hemp seed oil) by making therapeutic claims without FDA approval?

No. The [FDA has reiterated](#) that cannabis products (hemp-derived or otherwise) that are marketed with claims of therapeutic benefit or any other disease claim must be approved by the FDA.

Is it legal to process or sell hemp-derived delta-8 THC products in Massachusetts?

No. The [MDAR Hemp Program](#) has [stated](#) that because delta-8 THC is not naturally occurring in hemp (except for possible trace amounts), to produce delta-8 THC in commercial quantities it must be derived from hemp synthetically. While the Farm Bill did remove hemp from the Controlled Substances Act, it did not impact the control status of synthetically derived cannabinoids, thus delta-8 THC remains a controlled substance, regardless of the source. As a result, the MDAR Hemp Program does not allow hemp-derived delta-8 THC products to be processed or sold in Massachusetts.

May I sell cosmetic products containing hemp, CBD, or THC at retail in Massachusetts?

The FDA has advised that under the FD&C Act, cosmetic products and ingredients are not subject to premarket approval by FDA, except for most color additives. Certain cosmetic ingredients are prohibited or restricted by regulation, but currently that is not the case for any cannabis or cannabis-derived ingredients. Ingredients not specifically addressed by regulation must nonetheless comply with all applicable requirements, and no ingredient – including a cannabis or cannabis-derived ingredient – can be used in a cosmetic if it causes the product to be adulterated or misbranded in any way.

For more information on cannabis and cannabis-derived ingredients in cosmetics, please visit the FDA's [Frequently Asked Questions](#).

What can I do if I had an adverse reaction to a cosmetic product labeled as containing CBD or THC?

You can report a cosmetic related complaint [directly to the FDA](#). FDA tracks these through their [Adverse Events Reporting System \(FAERS\)](#).

Where can I find additional information on medical and adult use marijuana, or hemp in Massachusetts?

For more information regarding medical and adult use marijuana, please contact the [Cannabis Control Commission](#).

For more information regarding hemp-derived products, please contact the [Massachusetts Department of Agricultural Resources \(MDAR\)](#).



Agenda Item
Finance
06/10/24

Town Administrator's Report

Subject:

Attachments:

Town Administrator's Report 6-5-2024

Finance Request for Transfer

BOH Request for Appropriation Transfer

Planning Board Request for Transfer

Highway Year End Transfer 6.4.24

Merrimac Proposal 28 School St.

Merrimac Acords - 28 School St.

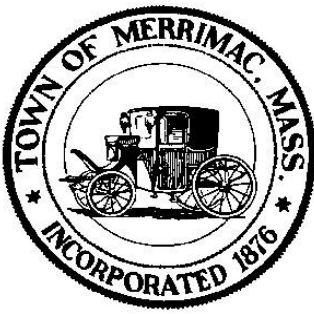
Merrimac TRIA - 28 School St.

Agenda 6-4-2024

EPA and Lit. Update (May 6)(MA)

Merrimac MA Retainer

Library Year End Transfer Request



MEMO

DATE: 6/5/2024

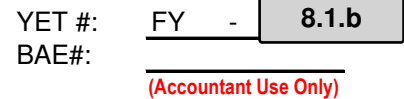
TO: Select Board

FROM: Carol McLeod

RE: Bi-Weekly Update

-
1. **Organizational Chart** – I have requested department review the employee list, then I will work on updating the chart.
 2. **Exeter Occupational Health** – I reviewed the Portsmouth Occupation Health Center and the Exeter Occupational Health Center, and based upon the pricing estimates, feel Exeter will be the primary location for the Town and Portsmouth can be the secondary if necessary.
 3. **Year End Transfer Request** – Please find the following Year End Transfer Requests for your review and considerations. I would need the Board to vote, then I will have the Finance Committee review for consideration at their meeting on June 24th at 6 PM.
 - Finance Request \$72.00
 - BOH Request \$1,000.00
 - Planning Request \$1,900.00
 - Highway Request \$80,000.00
 - Library Request \$6,000.00
 4. **28 School St Insurance Proposal** – Please see attached insurance proposal for 28 School St. This is in line with the estimate included in the FY2025 Budget.
 5. **Michelle Barry's Performance Review and 1% Increase Request** – Please see the attached performance review for Michelle Barry. As you see, I consider Michelle a valuable member of the Finance Team. Michelle does what ever is needed to keep the Tax Office running smoothly. I am requesting the additional 1% for Michelle.
 6. **Department Head Packet** – Attached is the agenda and material for the Department Head Meeting held on June 3rd. You are welcome to attend these, with the holiday, I neglected to provide you advance notice. The next one is September 4th.
 7. **PFAS Class Action** – I received the attached information from the Town of Groveland regarding a class action suit for PFAS. The Town does have detects; however, they are not above the allowable limits. This makes the Town eligible for funds from the class action. I need the Retainer attached signed by the Chair to have them represent the Town. I had Lisa Mead review, she said it is OK. I filed for the Town.

8. **Town Buildings Cleaning** – Jen and I met with Aila Colburn and Joelle Mather to meet with Tara Demaso, to review a proposal from City Wide Facility Solutions to clean the Library, Police Station and Town Hall. She did offer a bundled package if all 3 building decide to contract with them. The pricing is slightly higher than the current cleaning contract we are in, however we do feel it is for a much deeper regular cleaning. We have all expressed the same issues with the current cleaning, which led us to explore a new contractor. We are reviewing the proposal and will decide on a recommendation soon.



Date: 6/4/2024

Packet Pg. 43

Attachment: Finance Request for Transfer (Town Administrator's Report)



Request for Appropriation Transfers Between or Within Departments

Date: June 3, 2024

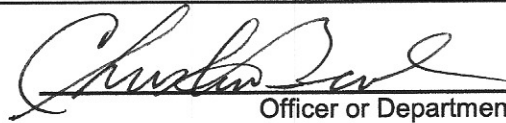
Board of Selectmen & Finance Committee

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	\$ 1,000.00
To be Transferred From (Name of Approp): <u>BOH ADMIN ASST WAGES</u>	GL#01-512-5112-000000
Present Balance in Above Appropriation	\$2,295.21
To be Transferred To (Name of Approp): <u>BOH POSTAGE & MAILING</u>	GL#01-512-5345-000000
Present Balance in Source of Appropriation	\$8.81

Request Submitted By (Signature Required):



Officer or Department Head

Reasons for Transfer:

Postage and mail reminder for the Keeping of Animals permits.

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.



(To be submitted in quadruplicate with documentation)

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:

AMOUNT REQUESTED:	1,900.00
To be Transferred From: Line# () Name of Approp:	GL# 01-175-5112
Present Balance in Above Appropriation:	2,566.00
To be Transferred To: Line# () Name of Approp:	GL# 01-175-5300
Present Balance in Above Appropriation:	369.00

Request Submitted By (Signature Required): David G. Cressman
Officer or Department Head

Reasons for Transfer:

Housing Production Plan invoice from MVPC. Merrimac's portion is \$2,500.

[illegible]

Board of Selectmen Date of Meeting / / Signatures: Transfer Disapproved (checkmark):	Finance Committee Date of Meeting: / / Number Present & Voting: Approved By Majority (list vote): Transfer Disapproved (checkmark): Signature: Chairman, Finance Committee
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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. *This procedure may not be used to transfer more than three (3) percent of a department's annual budget, or \$5,000, whichever is greater.*
4. *Signed originals of this request **(required in quadruplicate)** will be distributed to the Selectmen, Finance Committee, Town Accountant & requesting dept.*



Request for Appropriation Transfers Between or Within Departments

Date: 06/04/2024

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	\$ 80,000.00
To be Transferred From (Name of Approp): <u>Highway Salaries and Wages</u>	GL# 01-420-5118
Present Balance in Above Appropriation	\$ 86,200.97
To be Transferred To (Name of Approp): <u>Highway Vehicle/Equip Repair</u>	GL# 01-420-5242
Present Balance in Source of Appropriation	\$ 4,751.08

Request Submitted By (Signature Required): _____

Officer or Department Head

Reasons for Transfer:

Transfer excess in Salaries and Wages due to understaffing to Highway Vehicle/Equipment Repair & Maintenance to address long term equipment needs.

Board of Selectmen	Finance Committee
Date of Meeting: ____ / ____ / ____	Date of Meeting: ____ / ____ / ____
Signatures:	Number Present & Voting: _____
_____	Approved By Majority (list vote): _____
_____	Transfer Disapproved (checkmark): _____
_____	Signature: _____
Transfer Disapproved (checkmark): _____	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.



Cabot Risk
Strategies, LLC

TOWN OF MERRIMAC



Emma DeLuccia, CISR, CPIA

Account Manager

May 29, 2024

Insurance Proposal

Attachment: Merrimac Proposal 28 School St. (Town Administrator's Report)

Cabot Risk Strategies LLC

Customized Risk Management Services

Cabot Risk Strategies serves thousands of individuals and families and hundreds of public entities, non-profits, health care and real estate businesses. Each year we manage over 4500 claims through our TPA Services. Our client base continues to expand, both within the region and within the industries we serve. We recognize that every client is different, with varying degrees of risk appetite and service specifications. That's why we work with a flexible service model. At Cabot, we provide customized risk management services to meet the unique needs of our clients. This approach offers clients complete 360° of protection.



Brokerage Services

Each client presents a specialized set of risks and exposures requiring a specialized solution. Whether for business and commercial risk or personal and family, we provide the right solution at the right price. To complement the management of retained risk, Cabot offers a full-service brokerage portfolio to deliver insured, guaranteed cost insurance products. Our goal is to help our clients establish a balanced mix of insured and self-insured products and services that will achieve the most desired, cost effective program.

Our Team

Our employees are dedicated professionals, and experts at what they do. They're client-focused individuals who enjoy resolving issues and developing innovative solutions. Cabot Risk Strategies is an independent, regional TPA with a New England focus. You'll find that makes us a little different. Our people are down-to-earth, always willing to share their expertise and take the time to get things right. Doing business with Cabot Risk Strategies means doing business with real people. And in these times of consolidations and constant change, that can make all the difference in the world.

Carriers

We work directly with over one hundred insurers. Among these are an elite group of superlative companies we have designated as our core insurer partners. We have chosen them for their:

- Strong service ethic and excellence
- Commitment to improving our clients' loss ratios
- Shared values of integrity, honesty, and business principles
- Innovation, flexibility, and ability to "think out of the box"
- Willingness to work as team members and partners
- Commitment to the local independent agency and the local community

AM Best Rating

A++ and A+ (Superior)

Assigned to companies which have, on balance, superior balance sheet strength, operating performance and business profile when compared to the standards established by the A.M. Best Company. These companies, in A.M. Best's opinion, have a very strong ability to meet their ongoing obligations to policyholders.

A and A- (Excellent)

Assigned to companies which have, on balance, excellent balance sheet strength, operating performance and business profile when compared to the standards established by the A.M. Best Company. These companies, in A.M. Best's opinion, have strong ability to meet their ongoing obligations to policyholders.

Financial Size Categories (FSC)

Assigned to all companies by A.M. Best, the FSC reflects company size based on capital, surplus and conditional reserve funds in millions of U.S. dollars using the scale below. The FSC is designed to provide the subscriber with a convenient indicator of the size of a company in terms of its statutory surplus and related accounts. Many insurance buyers only want to consider buying insurance coverage from companies that they believe have sufficient financial capacity to provide the necessary policy limits to insure their risks. Although companies utilize reinsurance to reduce their net retention on the policy limits they underwrite, many buyers still feel more comfortable buying from companies perceived to have greater financial capacity.

FSC I	less	than	1
FSC II	1	to	2
FSC III	2	to	5
FSC IV	5	to	10
FSC V	10	to	25
FSC VI	25	to	50
FSC VII	50	to	100
FSC VIII	100	to	250
FSC IX	250	to	500
FSC X	500	to	750
FSC XI	750	to	1,000
FSC XII	1,000	to	1,250
FSC XIII	1,250	to	1,500
FSC XIV	1,500	to	2,000
FSC XV	greater	than	2,000

COMMERCIAL PROPERTY

Named Insured: Town of Merrimac
Insurance Company: Mt. Vernon Fire Insurance Company – AM Best Rating “A++”
Policy Number: RENEWAL OF CF2565361B
Policy Period: July 1, 2024 – July 1, 2025
Description: Town Owned Vacant Former Senior Center
Covered Location[s]: 28 School Street, Merrimac, MA 01860

Property

	<u>Limit</u>	<u>Coverage</u>
Limits & Coverages:	\$ 220,150	Building, 4,389 sq. ft. at \$50 per sq. ft. We have determined \$50 per square foot to be an average value. By signing this proposal, you are agreeing to this valuation.
	Included	Equipment Breakdown
Deductible:	\$ 5,000	Building - Basic Perils (<i>see below</i>)
	\$ 1,000	Equipment Breakdown

Terms & Conditions: Causes of Loss – Basic Form, (fire, lightning, explosion, smoke, windstorm, hail, riot, civil commotion, aircraft, vehicles, vandalism) excluding Sprinkler Leakage
 Functional Building Valuation
 80% Coinsurance
 Vacancy Permit

Commercial Property continued,**Exclusions:**

Include, but not limited to:

- Mold, Fungus, Bacteria, Virus, or Organic Pathogen
- Asbestos Material
- Lead Contamination
- Absolute Pollution
- Theft
- Water
- Sprinkler Leakage
- Fungus, Wet Rot, Dry Rot and Bacteria
- Certain Computer-Related Losses

Subjectivities:

Warranted Property Condition Endorsements:

- Premises Fully Secured and Locked
- Vacant Building Protection

SIGNED ACORD Application

SIGNED Warranted Property Condition Endorsements

SIGNED Terrorism Notice indicating Terrorism coverage is
accepted or rejected

Quotation is valid until July 1, 2023

POLICY NUMBER: TBD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**PROTECTIVE SAFEGUARDS**

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART

SCHEDULE*

Prem. No.	Bldg. No.	Protective Safeguards Symbols Applicable
Location Address:	28 School Street, Merrimac, MA 01860	
Describe any "P-9":	DOMESTIC WATER SHUT OFF WARRANTY: PIPES DRAINED OR HEAT MAINTAINED AT 60 DEGREES DURING THE DATES OF 10/1 THROUGH 5/1 TO PREVENT FREEZING PIPES	
* Information required to complete this Schedule, if not shown on this endorsement will be shown in the Declarations		

1. The following is added to the:Commercial Property Conditions
General Conditions in the Farm Property Coverage Form
General Conditions in the Mobile Agricultural Machinery and Equipment Coverage Form
General Conditions in the Livestock Coverage Form**PROTECTIVE SAFEGUARDS**

- a. As a condition of this insurance, you are required to maintain the protective devices or services listed in the Schedule above.
- b. The protective safeguards to which this endorsement applies are identified by the following symbols:

"P-1" Automatic Sprinkler System, including related supervisory services.

Automatic Sprinkler System means:

- (1) Any automatic fire protective or extinguishing system, including connected:
- (a) Sprinklers and discharge nozzles;
- (b) Ducts, pipes, valves and fittings;

(c) Tanks, their component parts and supports; and

(d) Pumps and private fire protection mains.

(2) When supplied from an automatic fire protective system:

- (a) Non-automatic fire protective systems; and
- (b) Hydrants, standpipes and outlets.

"P-2" Automatic Fire Alarm, protecting the entire building, that is:

- (1) Connected to a central station; or
- (2) Reporting to a public or private fire alarm station.

"P-3" Security Service, with a recording system or watch clock, making hourly rounds covering the entire building, when the premises are not in actual operation.**"P-4" Service Contract** with a privately owned fire department providing fire protection service to the described premises.**"P-9"** The protective system described in the Schedule.

* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

Attachment: Merrimac Proposal 28 School St. (Town Administrator's Report)

2. The following is added to the EXCLUSIONS section of:

CAUSES OF LOSS – BASIC FORM
 CAUSES OF LOSS – BROAD FORM
 CAUSES OF LOSS – SPECIAL FORM
 MORTGAGE HOLDERS ERRORS AND
 OMISSIONS COVERAGE FORM
 STANDARD PROPERTY POLICY
 FARM PROPERTY COVERAGE FORM
 MOBILE AGRICULTURAL MACHINERY AND
 EQUIPMENT COVERAGE FORM
 LIVESTOCK COVERAGE FORM

We will not pay for loss or damage caused by or resulting from fire if, prior to the fire, you:

- a. Knew of any suspension or impairment in any protective safeguard listed in the Schedule above and failed to notify us of that fact; or
- b. Failed to maintain any protective safeguard listed in the Schedule above, and over which you had control, in complete working order.

If part of an Automatic Sprinkler System is shut off due to breakage, leakage, freezing conditions or opening of sprinkler heads, notification to us will not be necessary if you can restore full protection within 48 hours.

Location Address:

28 School Street, Merrimac, MA 01860

ACCEPTED BY: X _____

DATE: X _____

POLICY NUMBER: TBD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**PROTECTIVE SAFEGUARDS**

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART

SCHEDULE*

Prem. No.	Bldg. No.	Protective Safeguards Symbols Applicable
Location Address:	28 School Street, Merrimac, MA 01860	
Describe any "P-9":	BUILDING LOCKED AND SECURED TO PREVENT ILLEGAL ENTRY	
* Information required to complete this Schedule, if not shown on this endorsement will be shown in the Declarations		

1. The following is added to the:Commercial Property Conditions
General Conditions in the Farm Property Coverage Form
General Conditions in the Mobile Agricultural Machinery and Equipment Coverage Form
General Conditions in the Livestock Coverage Form**PROTECTIVE SAFEGUARDS**

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- (a) Sprinklers and discharge nozzles;
- (b) Ducts, pipes, valves and fittings;

(c) Tanks, their component parts and supports; and

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- (2) When supplied from an automatic fire protective system:

- (a) Non-automatic fire protective systems; and
- (b) Hydrants, standpipes and outlets.

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 FARM PROPERTY COVERAGE FORM
 MOBILE AGRICULTURAL MACHINERY AND
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 LIVESTOCK COVERAGE FORM

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Location Address:

28 School Street, Merrimac, MA 01860

ACCEPTED BY: X _____

DATE: X _____

PREMIUM SUMMARY

Coverage	Carrier	Premium
Commercial Property	Mt. Vernon Fire Insurance Co.	
Premium		\$ 1,485.00
Policy Fee		\$ 150.00
Property Excluding Terrorism		\$ 1,635.00
Terrorism Premium & Tax		\$ 100.00
Property Including Terrorism		\$ 1,735.00

NOTE: 25% MINIMUM EARNED PREMIUM

RENEWAL BILLING PROCEDURE: Once coverage is bound, the Town will receive an invoice from our billing company: Renaissance Alliance Insurance Services, LLC. Please remit payment directly to them.

Accepted By: _____

Date: _____

This is a coverage summary, not a legal contract. This summary is provided to assist in your understanding of your insurance program. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss. Specimen copies of all policies are available for review prior to the binding of coverage.

In evaluating your exposure to loss, we have been dependent upon information provided by you. If there are other areas that need to be evaluated prior to binding of coverage, please bring these areas to our attention. Should any of your exposures change after coverage is bound, such as your beginning new operation, hiring employees in new states, buying additional property, etc., please let us know so proper coverage(s) can be discussed.

Higher limits may be available. Please contact us if you would like a quote for

Information Concerning Our Compensation: Unless otherwise specifically negotiated and agreed to with our client, our professional compensation is customarily based on commission calculated as a percentage of the premium collected by the insurer and are paid to us by the insurer. We may also receive from insurers and insurance intermediaries additional compensation (monetary and non-monetary), which is contingent on volume, profitability or other factors pursuant to agreements we may have with them relating to all or part of the business we place with those insurers or through those intermediaries. Such agreements may be in effect with one or more of the insurers with whom your insurance is placed, or with the insurance intermediary we use to place your insurance. In addition to commissions, we may charge fees to you provided however, such fees will always be identified separately and in agreement with you. We will be pleased to discuss with you further details of any contingent compensation agreements pertinent to your placement upon your request.

CLAIMS REPORTING

In the event you have a Claim to report, we have a full service Claims Department to assist you.

Options for reporting claims:

- Email report to claims@cabotrisk.com
- Fax report to (781) 376-9907
- Call (800) 222-5963
- Call or email your Account Manager

OCCURRENCE VS. CLAIMS MADE LIABILITY COVERAGE

Liability Policies can be on an Occurrence Basis or a Claims Made Basis. It is important to know what basis your policy(ies) is/are as there is a difference in timing of reporting claims. Please review your policy and contact us if you have any questions.

Occurrence based policies cover incidents that happen during your policy period, regardless of when you file a claim.

Claims Made based policies cover incidents that happen during your policy period (or after the retroactive date) and are also reported *during the policy period* or during the extended reporting period. It is very important to report a claim immediately if your policy is Claims Made.



COMMERCIAL INSURANCE APPLICATION

APPLICANT INFORMATION SECTION

8.1.i
DATE (MM/DD/YYYY)
05/31/2024

AGENCY Cabot Risk Strategies, LLC 15 Cabot Road Woburn MA 01801		CARRIER Mount Vernon Fire Ins. Co.		NAIC CODE
		COMPANY POLICY OR PROGRAM NAME		PROGRAM CODE
		POLICY NUMBER R/O CF2565361B		
CONTACT NAME: Emma Deluccia		UNDERWRITER	UNDERWRITER OFFICE	
PHONE (A/C, No, Ext): (800) 222-5963				
FAX (A/C, No): (781) 376-9907				
E-MAIL ADDRESS: emma.deluccia@cabotrisk.com				
CODE:	SUBCODE:			
AGENCY CUSTOMER ID: 00000345				
		STATUS OF TRANSACTION	☒ QUOTE ☐ BOUND (Give Date and/or Attach Copy): ☐ CHANGE ☐ CANCEL	☐ ISSUE POLICY ☐ RENEW DATE 07/01/2024 TIME 12:01 ☒ AM ☐ PM

LINES OF BUSINESS

INDICATE LINES OF BUSINESS	PREMIUM		PREMIUM		PREMIUM
☐ BOILER & MACHINERY	\$		☐ CYBER AND PRIVACY	\$	
☐ BUSINESS AUTO	\$		☐ FIDUCIARY LIABILITY	\$	
☐ BUSINESS OWNERS	\$		☐ GARAGE AND DEALERS	\$	
☐ COMMERCIAL GENERAL LIABILITY	\$		☐ LIQUOR LIABILITY	\$	
☐ COMMERCIAL INLAND MARINE	\$		☐ MOTOR CARRIER	\$	
☒ COMMERCIAL PROPERTY	\$		☐ TRUCKERS	\$	
☐ CRIME	\$		☐ UMBRELLA	\$	

ATTACHMENTS

☐ ACCOUNTS RECEIVABLE / VALUABLE PAPERS	☐ GLASS AND SIGN SECTION	☐ STATEMENT / SCHEDULE OF VALUES
☐ ADDITIONAL INTEREST SCHEDULE	☐ HOTEL / MOTEL SUPPLEMENT	☐ STATE SUPPLEMENT (If applicable)
☐ ADDITIONAL PREMISES INFORMATION SCHEDULE	☐ INSTALLATION / BUILDERS RISK SECTION	☐ VACANT BUILDING SUPPLEMENT
☐ APARTMENT BUILDING SUPPLEMENT	☐ INTERNATIONAL LIABILITY EXPOSURE SUPPLEMENT	☐ VEHICLE SCHEDULE
☐ CONDO ASSN BYLAWS (for D&O Coverage only)	☐ INTERNATIONAL PROPERTY EXPOSURE SUPPLEMENT	
☐ CONTRACTORS SUPPLEMENT	☐ LOSS SUMMARY	
☐ COVERAGES SCHEDULE	☐ OPEN CARGO SECTION	
☐ DEALERS SECTION	☐ PREMIUM PAYMENT SUPPLEMENT	
☐ DRIVER INFORMATION SCHEDULE	☐ PROFESSIONAL LIABILITY SUPPLEMENT	
☐ ELECTRONIC DATA PROCESSING SECTION	☐ RESTAURANT / TAVERN SUPPLEMENT	

POLICY INFORMATION

PROPOSED EFF DATE 07/01/2024	PROPOSED EXP DATE 07/01/2025	BILLING PLAN ☒ DIRECT ☐ AGENCY	PAYMENT PLAN	METHOD OF PAYMENT	AUDIT	DEPOSIT \$	MINIMUM PREMIUM \$	POLICY PREMI \$ 0.00
--	--	---	---------------------	--------------------------	--------------	----------------------	------------------------------	--------------------------------

APPLICANT INFORMATION

NAME (First Named Insured) AND MAILING ADDRESS (including ZIP+4) Town of Merrimac 4 School St. Merrimac MA 01860		GL CODE	SIC	NAICS	FEIN OR SOC SEC #
		BUSINESS PHONE #: (978)346-8863			
		WEBSITE ADDRESS			
☐ CORPORATION	☐ JOINT VENTURE	☐ NOT FOR PROFIT ORG	☐ SUBCHAPTER "S" CORPORATION		
☐ INDIVIDUAL	☐ LLC NO. OF MEMBERS AND MANAGERS: _____	☐ PARTNERSHIP	☐ TRUST		
NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4)		GL CODE	SIC	NAICS	FEIN OR SOC SEC #
		BUSINESS PHONE #:			
		WEBSITE ADDRESS			
☐ CORPORATION	☐ JOINT VENTURE	☐ NOT FOR PROFIT ORG	☐ SUBCHAPTER "S" CORPORATION		
☐ INDIVIDUAL	☐ LLC NO. OF MEMBERS AND MANAGERS: _____	☐ PARTNERSHIP	☐ TRUST		
NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4)		GL CODE	SIC	NAICS	FEIN OR SOC SEC #
		BUSINESS PHONE #:			
		WEBSITE ADDRESS			
☐ CORPORATION	☐ JOINT VENTURE	☐ NOT FOR PROFIT ORG	☐ SUBCHAPTER "S" CORPORATION		
☐ INDIVIDUAL	☐ LLC NO. OF MEMBERS AND MANAGERS: _____	☐ PARTNERSHIP	☐ TRUST		

CONTACT INFORMATION

CONTACT TYPE: Contact				CONTACT TYPE:			
CONTACT NAME: Carol McLeod				CONTACT NAME:			
PRIMARY PHONE # ☐ HOME ☒ BUS ☐ CELL		SECONDARY PHONE # ☐ HOME ☐ BUS ☐ CELL		PRIMARY PHONE # ☐ HOME ☐ BUS ☐ CELL		SECONDARY PHONE # ☐ HOME ☐ BUS ☐ CELL	
(978) 346-0524							
PRIMARY E-MAIL ADDRESS: cmcleod@townofmerrimac.com				PRIMARY E-MAIL ADDRESS:			
SECONDARY E-MAIL ADDRESS:				SECONDARY E-MAIL ADDRESS:			

PREMISES INFORMATION (Attach ACORD 823 for Additional Premises)

LOC #	STREET 28 School St		CITY LIMITS	INTEREST	# FULL TIME EMPL	ANNUAL REVENUES: \$
1			INSIDE	OWNER		OCCUPIED AREA: SQ
BLD #	CITY: Merrimac	STATE: MA	OUTSIDE	TENANT	# PART TIME EMPL	OPEN TO PUBLIC AREA: SQ
	COUNTY:	ZIP: 01860				TOTAL BUILDING AREA: SQ
DESCRIPTION OF OPERATIONS:						ANY AREA LEASED TO OTHERS? Y / N
LOC #	STREET		CITY LIMITS	INTEREST	# FULL TIME EMPL	ANNUAL REVENUES: \$
			INSIDE	OWNER		OCCUPIED AREA: SQ
BLD #	CITY:	STATE:	OUTSIDE	TENANT	# PART TIME EMPL	OPEN TO PUBLIC AREA: SQ
	COUNTY:	ZIP:				TOTAL BUILDING AREA: SQ
DESCRIPTION OF OPERATIONS:						ANY AREA LEASED TO OTHERS? Y / N
LOC #	STREET		CITY LIMITS	INTEREST	# FULL TIME EMPL	ANNUAL REVENUES: \$
			INSIDE	OWNER		OCCUPIED AREA: SQ
BLD #	CITY:	STATE:	OUTSIDE	TENANT	# PART TIME EMPL	OPEN TO PUBLIC AREA: SQ
	COUNTY:	ZIP:				TOTAL BUILDING AREA: SQ
DESCRIPTION OF OPERATIONS:						ANY AREA LEASED TO OTHERS? Y / N
LOC #	STREET		CITY LIMITS	INTEREST	# FULL TIME EMPL	ANNUAL REVENUES: \$
			INSIDE	OWNER		OCCUPIED AREA: SQ
BLD #	CITY:	STATE:	OUTSIDE	TENANT	# PART TIME EMPL	OPEN TO PUBLIC AREA: SQ
	COUNTY:	ZIP:				TOTAL BUILDING AREA: SQ
DESCRIPTION OF OPERATIONS:						ANY AREA LEASED TO OTHERS? Y / N

NATURE OF BUSINESS

☐ APARTMENTS	☐ CONTRACTOR	☐ MANUFACTURING	☐ RESTAURANT	☐ SERVICE	☐	DATE BUSINESS STARTED (MM/DD/YYYY)
☐ CONDOMINIUMS	☐ INSTITUTIONAL	☐ OFFICE	☐ RETAIL	☐ WHOLESALE	☐	

DESCRIPTION OF PRIMARY OPERATIONS

Former Senior Center - NOW VACANT.

\$220,150 (MIIA coverage limit)

Include Vacancy Permit.

RETAIL STORES OR SERVICE OPERATIONS % OF TOTAL SALES:	INSTALLATION, SERVICE OR REPAIR WORK %	OFF PREMISES INSTALLATION, SERVICE OR REPAIR WORK %
---	--	---

DESCRIPTION OF OPERATIONS OF OTHER NAMED INSUREDS

ADDITIONAL INTEREST (Not all fields apply to all scenarios - provide only the necessary data) Attach ACORD 45 for more Additional Interests

INTEREST	NAME AND ADDRESS	RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER		
☐ ADDITIONAL INSURED ☐ BREACH OF WARRANTY ☐ CO-OWNER ☐ EMPLOYEE AS LESSOR ☐ LEASEBACK OWNER ☐ LENDER'S LOSS PAYABLE	☐ LIENHOLDER ☐ LOSS PAYEE ☐ MORTGAGEE ☐ OWNER ☐ REGISTRANT ☐ TRUSTEE	REFERENCE / LOAN #: LIEN AMOUNT:				INTEREST END DATE: PHONE (A/C, No, Ext): FAX (A/C, No):			
REASON FOR INTEREST:		E-MAIL ADDRESS:							

GENERAL INFORMATION**EXPLAIN ALL "YES" RESPONSES**

Y / N

1a. IS THE APPLICANT A SUBSIDIARY OF ANOTHER ENTITY ?

PARENT COMPANY NAME

RELATIONSHIP DESCRIPTION

% OWNED

1b. DOES THE APPLICANT HAVE ANY SUBSIDIARIES?

SUBSIDIARY COMPANY NAME

RELATIONSHIP DESCRIPTION

% OWNED

2. IS A FORMAL SAFETY PROGRAM IN OPERATION?

☐ SAFETY MANUAL☐ SAFETY POSITION☐ MONTHLY MEETINGS☐ OSHA☐

3. ANY EXPOSURE TO FLAMMABLES, EXPLOSIVES, CHEMICALS?

4. ANY OTHER INSURANCE WITH THIS COMPANY? (List policy numbers)

LINE OF BUSINESS

POLICY NUMBER

LINE OF BUSINESS

POLICY NUMBER

5. ANY POLICY OR COVERAGE DECLINED, CANCELLED OR NON-RENEWED DURING THE PRIOR THREE (3) YEARS FOR ANY PREMISES OR OPERATIONS? (Missouri Applicants - Do not answer this question)

☐ NON-PAYMENT☐ AGENT NO LONGER REPRESENTS CARRIER☐☐ NON-RENEWAL☐ UNDERWRITING☐ CONDITION CORRECTED (Describe):

6. ANY PAST LOSSES OR CLAIMS RELATING TO SEXUAL ABUSE OR MOLESTATION ALLEGATIONS, DISCRIMINATION OR NEGLIGENT HIRING?

7. DURING THE LAST FIVE YEARS (TEN IN RI), HAS ANY APPLICANT BEEN INDICTED FOR OR CONVICTED OF ANY DEGREE OF THE CRIME OF FRAUD, BRIBERY, ARSON OR ANY OTHER ARSON-RELATED CRIME IN CONNECTION WITH THIS OR ANY OTHER PROPERTY?
(In RI, this question must be answered by any applicant for property insurance. Failure to disclose the existence of an arson conviction is a misdemeanor punishable by a sentence of up to one year of imprisonment).

8. ANY UNCORRECTED FIRE AND/OR SAFETY CODE VIOLATIONS?

OCCUR DATE

EXPLANATION

RESOLUTION

RESOLVE DATE

9. HAS APPLICANT HAD A FORECLOSURE, REPOSSESSION, BANKRUPTCY OR FILED FOR BANKRUPTCY DURING THE LAST FIVE (5) YEARS?

OCCUR DATE

EXPLANATION

RESOLUTION

RESOLVE DATE

10. HAS APPLICANT HAD A JUDGEMENT OR LIEN DURING THE LAST FIVE (5) YEARS?

OCCUR DATE

EXPLANATION

RESOLUTION

RESOLVE DATE

11. HAS BUSINESS BEEN PLACED IN A TRUST? NAME OF TRUST:

12. ANY FOREIGN OPERATIONS, FOREIGN PRODUCTS DISTRIBUTED IN USA, OR US PRODUCTS SOLD / DISTRIBUTED IN FOREIGN COUNTRIES?
(If "YES", attach ACORD 815 for Liability Exposure and/or ACORD 816 for Property Exposure)

13. DOES APPLICANT HAVE OTHER BUSINESS VENTURES FOR WHICH COVERAGE IS NOT REQUESTED?

14. DOES APPLICANT OWN / LEASE / OPERATE ANY DRONES? (If "YES", describe use)

15. DOES APPLICANT HIRE OTHERS TO OPERATE DRONES? (If "YES", describe use)

REMARKS / PROCESSING INSTRUCTIONS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**PRIOR CARRIER INFORMATION**

YEAR	CATEGORY	GENERAL LIABILITY	AUTOMOBILE	PROPERTY	OTHER:
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				

PRIOR CARRIER INFORMATION (continued)

YEAR	CATEGORY	GENERAL LIABILITY	AUTOMOBILE	PROPERTY	OTHER:
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				

LOSS HISTORY

Check if none (Attach Loss Summary for Additional Loss Information)

ENTER ALL CLAIMS OR LOSSES (REGARDLESS OF FAULT AND WHETHER OR NOT INSURED) OR OCCURRENCES THAT MAY GIVE RISE TO CLAIMS FOR THE LAST ____ YEARS

TOTAL LOSSES: \$

DATE OF OCCURRENCE	LINE	TYPE / DESCRIPTION OF OCCURRENCE OR CLAIM	DATE OF CLAIM	AMOUNT PAID	AMOUNT RESERVED	SUBRO-GATION Y / N	CL / OP Y / N

SIGNATURE

Copy of the Notice of Information Practices (Privacy) has been given to the applicant. (Not required in all states, contact your agent or broker for your state's requirements.)

PERSONAL INFORMATION ABOUT YOU, INCLUDING INFORMATION FROM A CREDIT OR OTHER INVESTIGATIVE REPORT, MAY BE COLLECTED FROM PERSONS OTHER THAN YOU IN CONNECTION WITH THIS APPLICATION FOR INSURANCE AND SUBSEQUENT AMENDMENTS AND RENEWALS. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES WITHOUT YOUR AUTHORIZATION. CREDIT SCORING INFORMATION MAY BE USED TO HELP DETERMINE EITHER YOUR ELIGIBILITY FOR INSURANCE OR THE PREMIUM YOU WILL BE CHARGED. WE MAY USE A THIRD PARTY IN CONNECTION WITH THE DEVELOPMENT OF YOUR SCORE. YOU MAY HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND REQUEST CORRECTION OF ANY INACCURACIES. YOU MAY ALSO HAVE THE RIGHT TO REQUEST IN WRITING THAT WE CONSIDER EXTRAORDINARY LIFE CIRCUMSTANCES IN CONNECTION WITH THE DEVELOPMENT OF YOUR CREDIT SCORE. THESE RIGHTS MAY BE LIMITED IN SOME STATES. PLEASE CONTACT YOUR AGENT OR BROKER TO LEARN HOW THESE RIGHTS MAY APPLY IN YOUR STATE OR FOR INSTRUCTIONS ON HOW TO SUBMIT A REQUEST TO US FOR A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING PERSONAL INFORMATION. (Not applicable in AZ, CA, DE, KS, MA, MN, ND, NY, OR, VA, or WV. Specific ACORD 38s are available for applicants in these states.)

(Applicant's Initials):

Applicable in AL, AR, DC, LA, MD, NM, RI and WV: Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

Applicable in CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.

Applicable in KS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

Applicable in ME, TN, VA and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE INQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.

PRODUCER'S SIGNATURE 	PRODUCER'S NAME (Please Print) Joseph Callahan/CABED1	STATE PRODUCER LICENSE # (Required in Florida)
APPLICANT'S SIGNATURE	DATE	NATIONAL PRODUCER NUMBER



AGENCY CUSTOMER ID: 00000345

8.1.i

PROPERTY SECTION

DATE (MM/DD/YYYY)

05/31/2024

AGENCY NAME Cabot Risk Strategies, LLC		CARRIER Mount Vernon Fire Ins. Co.		NAIC CODE
POLICY NUMBER R/O CF2565361B		EFFECTIVE DATE 07/01/2024	NAMED INSURED(S) Town of Merrimac	

BLANKET SUMMARY

BLKT #	AMOUNT	TYPE	BLKT #	AMOUNT	TYPE

PREMISES INFORMATION

PREMISES #: 1 STREET ADDRESS: 28 School St

BUILDING #: BLDG DESCRIPTION:

SUBJECT OF INSURANCE	AMOUNT	COINS %	VALU- ATION	CAUSES OF LOSS	INFLATION GUARD %	DED	DED TYPE	BLKT #	FORMS AND CONDITIONS TO APPLY
Building	220,150	80	ACV	Basic form		5,000			

ADDITIONAL INFORMATION

BUSINESS INCOME / EXTRA EXPENSE - Attach ACORD 810

VALUE REPORTING INFORMATION - Attach ACORD 811

ADDITIONAL COVERAGES, OPTIONS, RESTRICTIONS, ENDORSEMENTS AND RATING INFORMATION

SPOILAGE COVERAGE (Y / N) ☐	DESCRIPTION OF PROPERTY COVERED	LIMIT \$	REFRIG MAINT AGREEMENT (Y / N) ☐	OPTIONS ☐ BREAKDOWN OR CONTAMINATION ☐ POWER OUTAGE ☐ SELLING PRICE
		DEDUCTIBLE \$		

SINKHOLE COVERAGE (Required in Florida)

ACCEPT COVERAGE

REJECT COVERAGE

LIMIT: \$

MINE SUBSIDENCE COVERAGE (Required in IL, IN, KY and WV)

ACCEPT COVERAGE

REJECT COVERAGE

LIMIT: \$

☐ PROPERTY HAS BEEN DESIGNATED AN HISTORICAL LANDMARK

OF OPEN SIDES ON STRUCTURE: _____

CONSTRUCTION TYPE	DISTANCE TO HYDRANT	FIRE STAT	FIRE DISTRICT	CODE NUMBER	PROT CL	# STORIES	# BASM'TS	YR BUILT	TOTAL AREA
Frame	FT	MI			4	2	1	1885	4389

BUILDING IMPROVEMENTS

☐ WIRING, YR:	☐ PLUMBING, YR:	BLDG CODE GRADE	TAX CODE	ROOF TYPE Tar & Gravel	OTHER OCCUPANCIES	
☐ ROOFING, YR:	☐ HEATING, YR:	WIND CLASS	SEMI- RESISTIVE	HEATING SOURCE INCL WOODBURNING STOVE OR FIREPLACE INSERT		DATE INSTALLED: _____
☐ OTHER: YR:	RESISTIVE			MANUFACTURER:		

PRIMARY HEAT

☐ BOILER	☐ SOLID FUEL	☐
IF BOILER, IS INSURANCE PLACED ELSEWHERE? ☐ Y / N		

SECONDARY HEAT

☐ BOILER	☐ SOLID FUEL	☐
IF BOILER, IS INSURANCE PLACED ELSEWHERE? ☐ Y / N		

RIGHT EXPOSURE & DISTANCE

LEFT EXPOSURE & DISTANCE

FRONT EXPOSURE & DISTANCE

REAR EXPOSURE & DISTANCE

BURGLAR ALARM TYPE

CERTIFICATE #

EXPIRATION DATE

CENTRAL
STATION☐ LOC
GONG

BURGLAR ALARM INSTALLED AND SERVICED BY

EXTENT

GRADE

GUARDS / WATCHMEN

CLOCK HOURLY

PREMISES FIRE PROTECTION (Sprinklers, Standpipes, CO2 / Chemical Systems)

% SPRNK

FIRE ALARM MANUFACTURER

CENTRAL STATIC

LOCAL GONG

ADDITIONAL INTEREST

ACORD 45 attached for additional names

INTEREST	NAME AND ADDRESS	RANK: _____	EVIDENCE: _____	CERTIFICATE	INTEREST IN ITEM NUMBER	
☐ LENDER'S LOSS PAYABLE					LOCATION: _____	BUILDING: _____
☐ LOSS PAYEE					ITEM CLASS: _____	ITEM: _____
☐ MORTGAGEE					ITEM DESCRIPTION	
☐						
REFERENCE / LOAN #: _____						

ACORD 140 (2016/03)

Attach to ACORD 125

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Packet Pg. 63

Attachment: Merrimac Acords - 28 School St. (Town Administrator's Report)

**ADDITIONAL
PREMISES INFORMATION**

PREMISES #:		STREET ADDRESS:							
BUILDING #:		BLDG DESCRIPTION:							
SUBJECT OF INSURANCE	AMOUNT	COINS %	VALU- ATION	CAUSES OF LOSS	INFLATION GUARD %	DED	DED TYPE	BLKT #	FORMS AND CONDITIONS TO APPLY
ADDITIONAL INFORMATION		BUSINESS INCOME / EXTRA EXPENSE - Attach ACORD 810				VALUE REPORTING INFORMATION - Attach ACORD 811			

ADDITIONAL COVERAGES, OPTIONS, RESTRICTIONS, ENDORSEMENTS AND RATING INFORMATION

SPOILAGE COVERAGE (Y / N) ☐	DESCRIPTION OF PROPERTY COVERED	LIMIT \$	REFRIG MAINT AGREEMENT (Y / N) ☐	OPTIONS
		DEDUCTIBLE \$		☐ BREAKDOWN OR CONTAMINATION ☐ POWER OUTAGE ☐ SELLING PRICE
SINKHOLE COVERAGE (Required in Florida)		ACCEPT COVERAGE	REJECT COVERAGE	LIMIT: \$
MINE SUBSIDENCE COVERAGE (Required in IL, IN, KY and WV)		ACCEPT COVERAGE	REJECT COVERAGE	LIMIT: \$
☐ PROPERTY HAS BEEN DESIGNATED AN HISTORICAL LANDMARK				# OF OPEN SIDES ON STRUCTURE: _____

CONSTRUCTION TYPE	DISTANCE TO HYDRANT FT	FIRE STAT MI	FIRE DISTRICT	CODE NUMBER	PROT CL	# STORIES	# BASM'TS	YR BUILT	TOTAL AREA
BUILDING IMPROVEMENTS	BLDG CODE GRADE	TAX CODE	ROOF TYPE	OTHER OCCUPANCIES					
☐ WIRING, YR:	☐ PLUMBING, YR:	WIND CLASS	SEMI- RESISTIVE	HEATING SOURCE INCL WOODBURNING STOVE OR FIREPLACE INSERT		DATE INSTALLED: _____			
☐ ROOFING, YR:	☐ HEATING, YR:			MANUFACTURER:					
☐ OTHER: YR:	☐ RESISTIVE								
PRIMARY HEAT				SECONDARY HEAT					
☐ BOILER ☐ SOLID FUEL ☐				☐ BOILER ☐ SOLID FUEL ☐					
IF BOILER, IS INSURANCE PLACED ELSEWHERE? ☐ Y / N				IF BOILER, IS INSURANCE PLACED ELSEWHERE? ☐ Y / N					
RIGHT EXPOSURE & DISTANCE		LEFT EXPOSURE & DISTANCE		FRONT EXPOSURE & DISTANCE			REAR EXPOSURE & DISTANCE		
BURGLAR ALARM TYPE		CERTIFICATE #				EXPIRATION DATE		CENTRAL STATION	☐ LOC GONG
BURGLAR ALARM INSTALLED AND SERVICED BY				EXTENT		GRADE		# GUARDS / WATCHMEN	CLOCK HOURLY
PREMISES FIRE PROTECTION (Sprinklers, Standpipes, CO2 / Chemical Systems)				% SPRNK	FIRE ALARM MANUFACTURER				CENTRAL STATIC LOCAL GONG

ADDITIONAL INTEREST**ACORD 45 attached for additional names**

INTEREST	NAME AND ADDRESS	RANK: _____	EVIDENCE: _____	CERTIFICATE	INTEREST IN ITEM NUMBER	
☐ LENDER'S LOSS PAYABLE	REFERENCE / LOAN #: _____				LOCATION:	BUILDING:
☐ LOSS PAYEE					ITEM CLASS:	ITEM:
☐ MORTGAGEE					ITEM DESCRIPTION	
☐						

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Applicable in AL, AR, DC, LA, MD, NM, RI and WV

Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

Applicable in CO

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.

Applicable in KS

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties* (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

Applicable in ME, TN, VA and WA

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

Applicable in NJ

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR

Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR

Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE INQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.

PRODUCER'S SIGNATURE 	PRODUCER'S NAME (Please Print) Joseph Callahan/CABED1	STATE PRODUCER LICENSE # (Required in Florida)
APPLICANT'S SIGNATURE	DATE	NATIONAL PRODUCER NUMBER

DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act ("the Act"), as amended, you have a right to purchase insurance coverage for losses arising out of acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been 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.

You should know that any coverage for losses caused by certified acts of terrorism is partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss covered by the federal government under the Act.

Coverage for "insured losses", as defined in the Act, is subject to the coverage terms, conditions, amounts and limits in this policy applicable to losses arising from events other than acts of terrorism.

You should know that the Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement, as well as insurers' liability, for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

You should also know that, under federal law, you are not required to purchase coverage for losses caused by certified acts of terrorism.

REJECTION OR SELECTION OF TERRORISM INSURANCE COVERAGE

Please "X" one of the boxes below and return this notice to the Company

☐ I decline to purchase Terrorism Coverage. I understand that I will have no coverage for losses arising from acts of Terrorism.
☐ I elect to purchase coverage for certified acts of Terrorism for a premium of \$ <u>100</u>.

Note: if you do not respond to our offer and do not return this notice to the Company, you will have no Terrorism Coverage under this policy.

Applicant Name (Print)

Town of Merrimac

Name Insured

Authorized Signature

Date

DEPARTMENT HEADS MEETING

AGENDA

June 4th – 9 AM

Town Hall – Sargent's Hall

1. Departmental Updates
2. Finance Committee Meeting – The Finance Committee met on June 26th for Year End Transfer requests. Please send any requests to me ASAP.
3. FY2025 Approved Budget and Payroll Rates
4. New Insurance Rates for FY2025
5. Open Enrollment for Insurance Changes thru June 13th.
6. Holiday Schedule for FY2025
7. Payroll Dates for FY2025
8. Vendor Dates for 1st Quarter of FY2025.
9. Expenditure Reports with balances as of 6/1/2024
10. Occupation Health in Amesbury – Closed 5/31 – Best option is Exeter Hospital Occupational Health
11. Open Discussion
12. Next Meeting – Wednesday September 4th
13. Adjourn

TOWN OF MERRIMAC BUDGET SUMMARY

REVENUE ESTIMATES

	Adopted	Departmental Requested Budget	Request ATM Budget	
	FY2024	FY2025	FY2025	
PROPERTY TAXES				
Tax Base	\$ 14,950,957	\$ 16,340,808	\$ 16,340,808	
2 1/2 % Increase	\$ 373,774	\$ 408,520	\$ 408,520	
Est New Growth	\$ 156,077	\$ 125,000	\$ 150,000	
General Override	\$ 860,000	-	-	
Unused Levy Capacity	\$ (265,335)	-	-	
PROPERTY TAXES	\$ 16,075,473	\$ 16,874,329	\$ 16,899,329	
STATE PROVIDED FUNDS				
Cherry Sheet/State Aid	\$ 1,164,467	\$ 1,195,873	\$ 1,195,873	
MSBA	\$ -	\$ -	\$ -	
SUBTOTAL: STATE FUNDS	\$ 1,164,467	\$ 1,195,873	\$ 1,195,873	
DEBT EXCLUSIONS				
New Library Construction	\$ 106,575	\$ -	\$ -	
Police Station	\$ 361,028	\$ 357,153	\$ 357,153	
PRSD Middle/High School	\$ 1,576,867	\$ 1,582,734	\$ 1,582,734	
SUBTOTAL	\$ 2,044,470	\$ 1,939,887	\$ 1,939,887	
PROJECTED LOCAL RECEIPTS				
Motor Vehicle Excise	\$ 1,066,000	\$ 1,066,000	\$ 1,100,000	
Penalties & Interest	\$ 44,700	\$ 44,700	\$ 32,000	
Other Excise (Marijuana)	\$ -	\$ -	\$ 32,000	
In Lieu of Tax	\$ 1,289	\$ 1,289	\$ 1,289	
Trash	\$ 143,000	\$ 143,000	\$ 150,000	
Ambulance	\$ 464,000	\$ 464,000	\$ 435,000	
Fees	\$ 46,000	\$ 46,000	\$ 47,000	
Rentals	\$ 145,500	\$ 145,500	\$ 140,000	
Cemetery	\$ 16,000	\$ 16,000	\$ 20,000	
Licenses & Permits	\$ 67,800	\$ 67,800	\$ 80,000	
Fines & Forfeitures	\$ 25,700	\$ 25,700	\$ 25,700	
Investment Income	\$ 164,800	\$ 164,800	\$ 200,000	
Misc Non Recurring	\$ 48,000	\$ 48,000	\$ 48,000	
Misc Recurring	\$ 41,300	\$ 41,300	\$ 60,000	
SUBTOTAL	\$ 2,274,089	\$ 2,274,089	\$ 2,370,989	
OTHER REVENUE				
Free Cash Approp	\$ 848,750	\$ 630,442	\$ 630,442	
Water Retained Earnings	\$ 150,000	\$ 92,000	\$ 92,000	
Other Revenue	\$ 185,098	\$ 177,110	\$ 177,110	
Wastewater Retained Earnings	\$ 85,000	\$ 317,000	\$ 317,000	
Wastewater I & I	\$ 55,000	\$ 125,000	\$ 125,000	
Bonded Capital	\$ -	\$ -	\$ -	
Water Enterprise	\$ 1,280,869	\$ 1,240,670	\$ 1,240,670	
Wastewater Enterprise	\$ 1,397,989	\$ 1,317,023	\$ 1,317,023	
Revenue to Reduce Tax Rate	\$ 38,000	\$ 38,000	\$ 38,000	
SUBTOTAL	\$ 4,040,706	\$ 3,937,245	\$ 3,937,245	
TOTAL REVENUE	\$ 25,599,205	\$ 26,221,422	\$ 26,343,322	

EXPENDITURE ESTIMATES

	Adopted	Departmental Requested Budget	Request ATM Budget	
	FY2024	FY2025	FY2025	% of Budget
ARTICLE 1 OMNIBUS				
General Government	\$ 1,322,545	\$ 1,539,508	\$ 1,519,575	14.90%
Public Safety	\$ 2,721,650	\$ 3,076,014	\$ 2,869,810	5.44%
Education	\$ 11,988,839	\$ 13,297,142	\$ 13,297,142	10.91%
Highway	\$ 677,512	\$ 689,777	\$ 689,777	1.81%
Cemetery	\$ 70,207	\$ 76,513	\$ 72,513	3.28%
Health & Sanitation	\$ 146,292	\$ 150,862	\$ 149,862	2.44%
Public Assistance	\$ 429,183	\$ 454,491	\$ 430,139	0.22%
Library	\$ 354,691	\$ 370,147	\$ 370,147	4.36%
Parks & Rec	\$ 11,520	\$ 11,520	\$ 11,520	0.00%
Town Gardens	\$ 600	\$ 600	\$ 600	0.00%
Long Term Principal	\$ 609,802	\$ 492,899	\$ 492,899	-19.17%
Long Term Interest	\$ 313,319	\$ 296,919	\$ 296,919	-5.23%
Gen Govt Unclassified	\$ 1,558,060	\$ 1,763,485	\$ 1,782,485	14.40%
SUBTOTAL	\$ 20,204,220	\$ 22,219,877	\$ 21,983,388	8.81%
CHARGES/ABATEMENTS/OTHER AMOUNTS TO BE RAISED				
State & County	\$ 117,469	\$ 120,022	\$ 120,022	
Tax Abateements	\$ 70,979	\$ 87,500	\$ 87,500	
Library Offset	\$ 16,529	\$ 16,649	\$ 16,649	
Overlay Deficit	\$ -	\$ -	\$ -	
Snow & Ice Deficit	\$ -	\$ -	\$ -	
Other Deficits	\$ -	\$ -	\$ -	
SUBTOTAL	\$ 204,977	\$ 224,171	\$ 224,171	
CURRENT YEAR SPECIAL ARTICLES				
Special Articles	\$ 5,180,008	\$ 4,245,335	\$ 4,245,335	
Transfer Articles	\$ 10,000	\$ -	\$ -	
SUBTOTAL	\$ 5,190,008	\$ 4,245,335	\$ 4,245,335	
BONDED ARTICLES				
Prior Year Bond Issues	\$ -	\$ -	\$ -	
Bond Authorization	\$ -	\$ -	\$ -	
SUBTOTAL	\$ -	\$ -	\$ -	
TOTAL EXPENSE	\$ 25,599,205	\$ 26,685,383	\$ 26,452,894	
SURPLUS/(DEFICIT)	\$ 0	\$ (467,961)	\$ (109,572)	

TOWN OF MERRIMAC
FY2025 PAYROLL DEDUCTIONS

PLAN	TYPE	Payroll Code	FY2024 TOWN'S MONTHLY PREMIUM	FY2025 TOWN'S MONTHLY PREMIUM	FY2024 EMPLOYEES BI-WEEKLY W/HOLDING	FY2025 EMPLOYEES BI-WEEKLY W/HOLDING	Bi-Weekly Change FY	% Increa
Altus Dental - Low	Individual	13B	\$ 38.28	\$ 40.58	\$ 8.83	\$ 9.36	\$ 0.53	6.0%
		13C	\$ 105.26	\$ 111.58	\$ 24.29	\$ 25.75	\$ 1.46	6.0%
Altus Dental - High	Individual	13D	\$ 48.92	\$ 51.86	\$ 11.29	\$ 11.97	\$ 0.68	6.0%
		13E	\$ 137.30	\$ 145.54	\$ 31.68	\$ 33.59	\$ 1.90	6.0%
HPI Network Plan 00101	Individual	15H	\$ 1,097.02	\$ 1,135.42	\$ 227.84	\$ 235.82	\$ 7.98	3.5%
		15I	\$ 2,443.25	\$ 2,528.76	\$ 507.44	\$ 525.20	\$ 17.76	3.5%
HPI Hospital Choice Network Plan 00102	Individual	15F	\$ 1,179.60	\$ 1,220.89	\$ 244.99	\$ 253.57	\$ 8.58	3.5%
		15G	\$ 2,626.53	\$ 2,718.46	\$ 545.51	\$ 564.60	\$ 19.09	3.5%
HPI Hospital Choice PPO Plan 00103	Individual	15J	\$ 1,450.83	\$ 1,501.61	\$ 301.33	\$ 311.87	\$ 10.55	3.5%
		15K	\$ 3,228.48	\$ 3,341.48	\$ 670.53	\$ 694.00	\$ 23.47	3.5%
Aetna Medicare Advantage PO	Individual		\$ 300.00 Effective 1/1/23	\$ 300.00 Effective 7/1/24	\$ 150.00	\$ 150.00 (Monthly)	\$ -	0.0%
H&W Police	Family		\$ 13.4625 Effective 1/1/23	\$ 13.4625 Effective 1/1/23	\$ 538.50 Effective 1/1/23	\$ 538.50	\$ -	
Altus Vision	Individual	34D	\$ 6.04	\$ 5.05		\$ 2.33		
		34E	\$ 10.27	\$ 10.10		\$ 4.66		
		34F	\$ 10.58	\$ 12.96		\$ 5.98		
		34G	\$ 16.62	\$ 19.81		\$ 9.14		
Life	Individual	17	\$ 7.50	\$ 7.50	\$ - \$ 1.73	\$ 1.73	\$ -	
Teamsters 170	Sewer (Including Mortuary)	22	\$ 66.00	\$ 66.00	\$ 30.46	\$ 30.46	\$ -	
		23	\$ 73.00 Effective 3/1/22	\$ 73.00 Effective 3/1/22	\$ 33.69 Effective 1/1/21	\$ 33.69 Effective 01/01/21	\$ -	
AFSCME Local 939 (Bi-Weekly)	Highway		Bi-Weekly Amount	Bi-Weekly Amount				
		1	\$ 21.69	\$ 21.69	\$ 21.69	\$ 21.69	\$ -	
		1	\$ 21.69	\$ 21.69	\$ 21.69	\$ 21.69	\$ -	
		1	\$ 21.69 Effective 5/23/23	\$ 21.69 Effective 5/23/23	\$ 21.69 Effective 5/23/23	\$ 21.69 Effective 5/23/23	\$ -	

Attachment: Agenda 6-4-2024 (Town Administrator's Report)

**Town of Merrimac — Hospital Choice Network Plan**

Medical Benefits for Group CD1 Effective 7/1/2024

	In-Network Providers
Deductible & Out-of-Pocket	
Plan Year Deductible	
Single	\$250
Family	\$750
Individual within Family	\$250
Plan Year Out-of-Pocket Maximum (includes Deductible, coinsurance and copays)	
Single	\$2,500
Family	\$5,000
Individual within Family	\$2,500
Prescription Plan Year Out of Pocket Maximum	
Single	\$1,000
Family	\$2,000
Individual within Family	\$1,000
Preventive Care	
Routine Physicals & Gynecological Exams	100%
Other Services	
Office Visit – Primary Care	\$20 copay
Office Visit – Specialist Care	\$35 copay
Chiropractic Visit (20 visits per plan year)	\$20 copay
Diagnostic Lab & X-Ray	100% after deductible
CT, MRI & PET Scan	\$100 copay after deductible
Outpatient Surgery	\$150 copay after deductible
Inpatient Hospital	
General Hospital	\$300 copay after deductible
High Cost Hospital	\$700 copay after deductible
Behavioral Health Hospital Service	\$200 copay after deductible
Behavioral Health Office Visit	\$15 copay
Occupational and Physical Therapy (30 visits each per plan year)	\$20 copay
Speech Therapy	\$20 copay
Ambulance (In and Out of Network)	100% after deductible
Emergency Room (In and Out of Network) (copay waived if admitted)	\$100 copay after deductible
Urgent Care	\$35 copay
Prescription Drug Benefits	
	Express Scripts
Retail Pharmacy (up to a 30-day supply)	\$10 (Generic) / \$25 (Preferred Brand) / \$50 (Non-Preferred Brand)
Mail Order (up to a 90-day supply)	\$20 (Generic) / \$50 (Preferred Brand) / \$110 (Non-Preferred Brand)

Attachment: Agenda 6-4-2024 (Town Administrator's Report)

NOTE: This Summary provides you with an overview of your Plan benefits and is not a complete statement of all Plan provisions, limitations and exclusions. Please refer to your Summary Plan Description and amendments for complete details. In the event of any inconsistency between this Summary and your Plan Document, the Plan Document and any applicable amendments will govern. Please refer to your Plan Document and Amendments for complete details as well as the services that require prior authorization.

**Town of Merrimac — Hospital Choice PPO Plan**

Medical Benefits for Group CD1 Effective 7/1/2024

	In Network Providers	Out of Network Providers
Deductible & Out-of-Pocket		
Plan Year Deductible		
Single	\$250	\$400
Family	\$750	\$800
Individual within Family	\$250	\$400
Plan Year Out-of-Pocket Maximum (includes Deductible, coinsurance and copays)		
Single	\$2,500	\$2,500
Family	\$5,000	\$5,000
Individual within Family	\$2,500	\$2,500
Prescription Plan Year Out of Pocket Maximum		
Single	\$1,000	N/A
Family	\$2,000	
Individual within Family	\$1,000	
Preventive Care		
Routine Physicals & Gynecological Exams	100%	80% after deductible
Other Services		
Office Visit – Primary Care	\$20 copay	80% after deductible
Office Visit – Specialist Care	\$35 copay	80% after deductible
Chiropractic Visit (20 visits per plan year)	\$20 copay	80% after deductible
Diagnostic Lab & X-Ray	100% after deductible	80% after deductible
CT, MRI & PET Scan	\$100 copay after deductible	80% after deductible
Outpatient Surgery	\$150 copay after deductible	80% after deductible
Inpatient Hospital		
General Hospital	\$300 copay after deductible	80% after deductible
High-Cost Hospital	\$700 copay after deductible	
Behavioral Health Hospital Service	\$200 copay after deductible	80% after deductible
Behavioral Health Office Visit	\$15 copay	80% after deductible
Occupational and Physical Therapy (30 visits each per plan year)	\$20 copay	80% after deductible
Speech Therapy	\$20 copay	80% after deductible
Ambulance	100% after deductible	
Emergency Room (copay waived if admitted)	\$100 copay after deductible	
Urgent Care	\$35 copay	80% after deductible
Prescription Drug Benefits		
Express Scripts		
Retail Pharmacy (up to a 30-day supply)	\$10 (Generic) / \$25 (Preferred Brand) / \$50 (Non-Preferred Brand)	
Mail Order (up to a 90-day supply)	\$20 (Generic) / \$50 (Preferred Brand) / \$110 (Non-Preferred Brand)	

NOTE: This Summary provides you with an overview of your Plan benefits and is not a complete statement of all Plan provisions, limitations and exclusions. Please refer to your Summary Plan Description and amendments for complete details. In the event of any inconsistency between this Summary and your Plan Document, the Plan Document and any applicable amendments will govern. Please refer to your Plan Document and Amendments for complete details as well as the services that require prior authorization.

**Town of Merrimac — Network Plan**

Medical Benefits for Group CD1 Effective 7/1/2024

	In-Network Providers
Deductible & Out-of-Pocket	
Plan Year Deductible	
Single	\$250
Family	\$750
Individual within Family	\$250
Plan Year Out-of-Pocket Maximum (includes Deductible, coinsurance and copays)	
Single	\$2,500
Family	\$5,000
Individual within Family	\$2,500
Prescription Plan Year Out of Pocket Maximum	
Single	\$1,000
Family	\$2,000
Individual within Family	\$1,000
Preventive Care	
Routine Physicals & Gynecological Exams	100%
Other Services	
Office Visit – Primary Care	\$20 copay
Office Visit – Specialist Care	\$35 copay
Chiropractic Visit (20 visits per plan year)	\$20 copay
Diagnostic Lab & X-Ray	100% after deductible
CT, MRI & PET Scan	\$100 copay after deductible
Outpatient Surgery	\$150 copay after deductible
Inpatient Hospital	\$300 copay after deductible
Behavioral Health Hospital Service	\$200 copay after deductible
Behavioral Health Office Visit	\$15 copay
Occupational and Physical Therapy (30 visits each per plan year)	\$20 copay
Speech Therapy	\$20 copay
Ambulance (In and Out of Network)	100% after deductible
Emergency Room (In and Out of Network) (copay waived if admitted)	\$100 copay after deductible
Urgent Care	\$35 copay
Prescription Drug Benefits	
	Express Scripts
Retail Pharmacy (up to a 30-day supply)	\$10 (Generic) / \$25 (Preferred Brand) / \$50 (Non-Preferred Brand)
Mail Order (up to a 90-day supply)	\$20 (Generic) / \$50 (Preferred Brand) / \$110 (Non-Preferred Brand)

Attachment: Agenda 6-4-2024 (Town Administrator's Report)

NOTE: This Summary provides you with an overview of your Plan benefits and is not a complete statement of all Plan provisions, limitations and exclusions. Please refer to your Summary Plan Description and amendments for complete details. In the event of any inconsistency between this Summary and your Plan Document, the Plan Document and any applicable amendments will govern. Please refer to your Plan Document and Amendments for complete details as well as the services that require prior authorization.

MSHG-TOWN OF MERRIMAC HIGH

Group Number: 3333-0002

Altus Dental Preferred Point of Service Option - Includes Connection Dental and DenteMax Networks

Exams, cleanings, bitewing x-rays, single x-rays, fluorides, sealants and full mouth/Panorex x-rays do not count against your annual maximum.

Annual Maximum

\$1,750

Elective Orthodontic Lifetime Maximum

\$1,000

Maximum Lifetime Cap

Unlimited

In-Network Deductible

Individual \$0

Family \$0

Out-of-Network Deductible

Individual \$50

Family \$150

Dependent Coverage

Dependent children are covered under these benefits up until the end of the month that they turn 26.

P Pre-treatment Estimate
Recommended

A Prior Authorization
Required

See back page for additional
information >

In Network: Plan pays 100%; Member Coinsurance 0%**Out of Network: Plan pays 100%; Member Coinsurance 0%**

- Oral exam twice per calendar year
- Cleaning three per calendar year
- Fluoride treatment for children under age 19 twice per calendar year
- Bitewing x-rays one set per calendar year
- Complete x-ray series or panoramic film once every 36 months.
- Single x-rays as required
- Sealants for children under age 16, once every 36 months on unrestored permanent molars
- Space maintainers unilateral space maintainers once per lifetime for lost deciduous (baby) teeth. Bilateral space maintainers once every 60 months for lost deciduous (baby) teeth

In Network: Plan pays 100%; Member Coinsurance 0%**Out of Network: Plan pays 80%; Member Coinsurance 20% - (Deductible Applies)**

- Palliative treatment (minor procedures necessary to relieve acute pain) twice per calendar year
- Amalgam (silver) fillings and composite (white) fillings
- Extractions and other routine oral surgery when not covered by a patient's medical plan
- General anesthesia or intravenous (I.V.) sedation for certain complex surgical procedures
- Root canal therapy on permanent teeth one procedure per tooth per lifetime.
- P • Root planing and scaling once per quadrant every 24 months
- P • Osseous (bone) surgery once per quadrant every 24 months (bone grafts are not covered)
- P • Gingivectomies once per site every 24 months
- P • Soft tissue grafts once per site every 60 months
- P • Crown lengthening once per site every 60 months
- Repairs to existing partial or complete dentures once per calendar year
- Recementing crowns or bridges once every 60 months
- Rebasement or relining of partial or complete dentures once every 60 months
- Periodontal maintenance following active therapy two per year

In Network: Plan pays 60%; Member Coinsurance 40%**Out of Network: Plan pays 50%; Member Coinsurance 50% - (Deductible Applies)**

- P • Crowns over natural teeth, build ups, posts and cores replacement limited to once every 60 months
- P • Bridges and crowns over implants replacement limited to once every 60 months
- P • Partial and complete dentures replacement limited to once every 60 months
- P • Surgical placement of endosteal implant and abutment replacement limited to once every 60 months

In Network: Plan pays 50%; Member Coinsurance 50%**Out of Network: Plan pays 50%; Member Coinsurance 50%**

- P • Elective braces and related services for dependent children under the age of 19. Subject to a lifetime maximum. No pre-approval required.

Monthly Rates: 07/01/2024 - 06/30/2026:

Individual: \$51.86

Family: \$145.54

This is a summary of benefits. The information shown here is not a guarantee of payment. Refer to the Certificate of Coverage for the full plan terms. The Certificate includes any limitations or exclusions not seen here. For a complete listing of frequencies and limitations go to www.altusdental.com/el. To be covered, services must be dentally necessary and appropriate as per our review guidelines.

Note: This plan does not include a missing tooth clause. In addition, if covered, crowns, bridges, partials and complete dentures are paid when the permanent structure is inserted (seated) by the dentist. Member coverage must be active on the date that the permanent structure is inserted and payment is based on benefits available on that day — for example, if the member's annual maximum has been paid prior to the insertion of the permanent structure, the service will not be paid.

* Time limits on services (e.g. 6, 12, 24, 36, or 60 months) are figured to the exact day. Services are then covered the following day. For example, when a service is covered once every 12 months, if the service was done on July 1, it will not be covered again until the following year on July 2 or after.

Out-of-Network Coverage

You have the freedom to choose any dentist, but it is important to know that your out-of-pocket costs may be higher when you visit a dentist who does not participate in our network. Non-participating dentists have not agreed to accept the Altus Dental allowance as payment in full, so services from an out-of-network dentist may cost you more. You may also have to pay the dentist at the time of service and file a claim yourself. To be eligible, all claims must be filed within one year of the date of service. To find a participating dentist near you, use our Find A Dentist tool at www.altusdental.com.

How to Find a Dentist

Choose from Altus Dental's extensive network of dentists, you're sure to find one that's right for you. Visit www.altusdental.com to use our online Find A Dentist tool. You can see if your current dentist participates with us or look for a new dentist by searching by name, location or specialty. Enter your address or other criteria important to you (extended hours, languages spoken, etc.), and our tool will return a list of dentists that meet your needs – as well as maps and driving directions.

Beyond Benefits

When you visit us at www.altusdental.com, you can access a wealth of important dental health information and manage your plan by:

- Checking your benefits and claims
- Reviewing your deductibles and maximums
- Using our Find A dentist tool to find a dentist in your area

Notice of Nondiscrimination and Accessibility Policy

Altus Dental does not discriminate on the basis of race, color, national origin, age, disability, or sex.

Español (Spanish): ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-877-223-0588.

Português (Portuguese): ATENÇÃO: Se fala português, encontram-se disponíveis serviços linguísticos, grátis. Ligue para 1-877-223-0588.

MSHG-TOWN OF MERRIMAC LOW PLAN

Group Number: 3333-0001

Altus Dental Plus - Includes Connection Dental and DenteMax Networks

Exams, cleanings, bitewing x-rays, single x-rays, fluorides, sealants and full mouth/Panorex x-rays do not count against your annual maximum.

Annual Maximum

\$1,500

Maximum Lifetime Cap

Unlimited

Deductible

Individual \$0

Family \$0

Dependent Coverage

Dependent children are covered under these benefits up until the end of the month that they turn 26.

P Pre-treatment Estimate
Recommended

A Prior Authorization
Required

See back page for additional
information >

Plan pays 100%; Member Coinsurance 0%

- Oral exam twice per calendar year
- Cleaning three per calendar year
- Fluoride treatment for children under age 19 twice per calendar year
- Bitewing x-rays one set per calendar year
- Complete x-ray series or panoramic film once every 36 months.
- Single x-rays as required
- Sealants for children under age 16, once every 36 months on unrestored permanent molars
- Space maintainers unilateral space maintainers once per lifetime for lost deciduous (baby) teeth. Bilateral space maintainers once every 60 months for lost deciduous (baby) teeth
- Periodontal maintenance following active therapy two per year

Plan pays 80%; Member Coinsurance 20%

- Palliative treatment (minor procedures necessary to relieve acute pain) twice per calendar year
- Amalgam (silver) fillings and composite (white) fillings
- Extractions and other routine oral surgery when not covered by a patient's medical plan
- General anesthesia or intravenous (I.V.) sedation for certain complex surgical procedures
- Root canal therapy on permanent teeth one procedure per tooth per lifetime.
- P • Root planing and scaling once per quadrant every 24 months
- P • Osseous (bone) surgery once per quadrant every 24 months (bone grafts are not covered)
- P • Gingivectomies once per site every 24 months
- P • Soft tissue grafts once per site every 60 months
- P • Crown lengthening once per site every 60 months
- Repairs to existing partial or complete dentures once per calendar year
- Recementing crowns or bridges once every 60 months
- Rebasing or relining of partial or complete dentures once every 60 months

Plan pays 50%; Member Coinsurance 50%

- P • Crowns over natural teeth, build ups, posts and cores replacement limited to once every 60 months
- P • Bridges and crowns over implants replacement limited to once every 60 months
- P • Partial and complete dentures replacement limited to once every 60 months
- P • Surgical placement of endosteal implant and abutment replacement limited to once every 60 months

Monthly Rates: 07/01/2024 - 06/30/2026:

Individual: \$40.58

Family: \$111.58

This is a summary of benefits. The information shown here is not a guarantee of payment. Refer to the Certificate of Coverage for the full plan terms. The Certificate includes any limitations or exclusions not seen here. For a complete listing of frequencies and limitations go to www.altusdental.com/el. To be covered, services must be dentally necessary and appropriate as per our review guidelines.

Note: This plan does not include a missing tooth clause. In addition, if covered, crowns, bridges, partials and complete dentures are paid when the permanent structure is inserted (seated) by the dentist. Member coverage must be active on the date that the permanent structure is inserted and payment is based on benefits available on that day — for example, if the member's annual maximum has been paid prior to the insertion of the permanent structure, the service will not be paid.

* Time limits on services (e.g. 6, 12, 24, 36, or 60 months) are figured to the exact day. Services are then covered the following day. For example, when a service is covered once every 12 months, if the service was done on July 1, it will not be covered again until the following year on July 2 or after.

Out-of-Network Coverage

You have the freedom to choose any dentist, but it is important to know that your out-of-pocket costs may be higher when you visit a dentist who does not participate in our network. Non-participating dentists have not agreed to accept the Altus Dental allowance as payment in full, so services from an out-of-network dentist may cost you more. You may also have to pay the dentist at the time of service and file a claim yourself. To be eligible, all claims must be filed within one year of the date of service. To find a participating dentist near you, use our Find A Dentist tool at www.altusdental.com.

How to Find a Dentist

Choose from Altus Dental's extensive network of dentists, you're sure to find one that's right for you. Visit www.altusdental.com to use our online Find A Dentist tool. You can see if your current dentist participates with us or look for a new dentist by searching by name, location or specialty. Enter your address or other criteria important to you (extended hours, languages spoken, etc.), and our tool will return a list of dentists that meet your needs – as well as maps and driving directions.

Beyond Benefits

When you visit us at www.altusdental.com, you can access a wealth of important dental health information and manage your plan by:

- Checking your benefits and claims
- Reviewing your deductibles and maximums
- Using our Find A dentist tool to find a dentist in your area

Notice of Nondiscrimination and Accessibility Policy

Altus Dental does not discriminate on the basis of race, color, national origin, age, disability, or sex.

Español (Spanish): ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-877-223-0588.

Português (Portuguese): ATENÇÃO: Se fala português, encontram-se disponíveis serviços linguísticos, grátis. Ligue para 1-877-223-0588.

FY2025 HOLIDAYS

INDEPENDENCE DAY	JULY 4 TH	THURSDAY
LABOR DAY	SEPTEMBER 2 nd	MONDAY
COLUMBUS DAY	OCTOBER 14 TH	MONDAY
VETERAN'S DAY	NOVEMBER 11 TH	MONDAY
THANKSGIVING DAY	NOVEMBER 28 TH	THURSDAY
DAY AFTER THANKSGIVING	NOVEMBER 29 TH	FRIDAY
CHRISTMAS DAY	DECEMBER 25 TH	WEDNESDAY
DAY AFTER CHRISTMAS	DECEMBER 26 TH	THURSDAY
NEW YEAR'S DAY	JANUARY 1 ST	WEDNESDAY
MARTIN LUTHER KING DAY	JANUARY 20 TH	MONDAY
PRESIDENT'S DAY	FEBRUARY 17 TH	MONDAY
PATRIOT'S DAY	APRIL 21 ST	MONDAY
MEMORIAL DAY	MAY 26 TH	MONDAY
JUNETEENTH	JUNE 19 TH	THURSDAY

HALF A WORKDAY BEFORE: NEW YEAR'S DAY, INDEPENDENCE DAY,
THANKSGIVING DAY, AND CHRISTMAS DAY

Payroll Dates for FY2025

Warrant Number	Period		Type	THU Due	THU Paid	
	SAT Start Date	FRI End Date				
W25 - 01P	*07/01/2024	- 07/05/2024	Bi-Weekly	*07/01/2024	07/11/2024	5 days
W25 - 02P	07/06/2024	- 07/19/2024	Bi-Weekly	07/18/2024	07/25/2024	Monthly 1 JUL
W25 - 03P	07/20/2024	- 08/02/2024	Bi-Weekly	08/01/2024	08/08/2024	
W25 - 04P	08/03/2024	- 08/16/2024	Bi-Weekly	08/15/2024	08/22/2024	Monthly 2 AUG
W25 - 05P	08/17/2024	- 08/30/2024	Bi-Weekly	*08/28/2024	09/05/2024	
W25 - 06P	08/31/2024	- 09/13/2024	Bi-Weekly	09/12/2024	09/19/2024	Monthly 3 SEP
W25 - 07P	09/14/2024	- 09/27/2024	Bi-Weekly	09/26/2024	10/03/2024	Senior Work Off
W25 - 08P	09/28/2024	- 10/11/2024	Bi-Weekly	*10/09/2024	10/17/2024	
W25 - 09P	10/12/2024	- 10/25/2024	Bi-Weekly	10/24/2024	10/31/2024	Monthly 4 OCT
W25 - 10P	10/26/2024	- 11/08/2024	Bi-Weekly	*11/06/2024	11/14/2024	
W25 - 11P	11/09/2024	- 11/22/2024	Bi-Weekly	11/21/2024	11/28/2024	Monthly 5 NOV
W25 - 12P	11/23/2024	- 12/06/2024	Bi-Weekly	12/05/2024	12/12/2024	BOS/LIGHT/CEM
W25 - 13P	12/07/2024	- 12/20/2024	Bi-Weekly	*12/17/2024	12/26/2024	Monthly 6 DEC
W25 - 14P	12/21/2024	- 01/03/2025	Bi-Weekly	01/02/2025	01/09/2025	
W25 - 15P	01/04/2025	- 01/17/2025	Bi-Weekly	*01/15/2025	01/23/2025	Monthly 7 JAN
W25 - 16P	01/18/2025	- 01/31/2025	Bi-Weekly	01/30/2025	02/06/2025	
W25 - 17P	02/01/2025	- 02/14/2025	Bi-Weekly	*02/12/2025	02/20/2025	Monthly 8 FEB
W25 - 18P	02/15/2025	- 02/28/2025	Bi-Weekly	02/27/2025	03/06/2025	
W25 - 19P	03/01/2025	- 03/14/2025	Bi-Weekly	03/13/2025	03/20/2025	Monthly 9 MAR
W25 - 20P	03/15/2025	- 03/28/2025	Bi-Weekly	03/27/2025	04/03/2025	
W25 - 21P	03/29/2025	- 04/11/2025	Bi-Weekly	04/10/2025	04/17/2025	Monthly 10 APR
W25 - 22P	04/12/2025	- 04/25/2025	Bi-Weekly	04/24/2025	05/01/2025	
W25 - 23P	04/26/2025	- 05/09/2025	Bi-Weekly	05/08/2025	05/15/2025	
W25 - 24P	05/10/2025	- 05/23/2025	Bi-Weekly	*05/21/2025	05/29/2025	Monthly 11 MAY
W25 - 25P	05/24/2025	- 06/06/2025	Bi-Weekly	06/05/2025	06/12/2025	BOS/LIGHT/CEM
W25 - 26P	06/07/2025	- 06/20/2025	Bi-Weekly	*06/17/2025	06/26/2025	Monthly 12 JUN
W25 - 27P	06/21/2025	- *06/30/2025	Bi-Weekly	*06/26/2025	07/10/2025	10 days

* Dates in bold - Change due to Holidays

W25 - 01P *07/01/2024 - 5 Pay Days

W25 - 05P	*08/28/2024 - WED - Timesheets due by Noon on Wednesday, August 28th - due to upcoming Labor Day holiday.
W25 - 08P	*10/09/2024 - WED - Timesheets due by Noon on Wednesday, October 9th - due to upcoming Indigenous Day holiday.
W25 - 10P	*11/06/2024 - WED - Timesheets due by Noon on Wednesday, November 6th - due to upcoming Veterans Day holiday.
W25 - 13P	*12/17/2024 - TUE - Timesheets due by Noon on Tuesday, December 17th - due to upcoming Christmas holiday.
W25 - 15P	*01/15/2025 - WED - Timesheets due by Noon on Wednesday, January 15th - due to upcoming MLK Jr. holiday.
W25 - 17P	*02/12/2025 - WED - Timesheets due by Noon on Wednesday, February 12th - due to upcoming Presidents Day MLK holiday.
W25 - 24P	*05/21/2025 - WED - Timesheets due by Noon on Wednesday, May 21st - due to upcoming Memorial Day holiday.
W25 - 26P	*06/17/2025 - TUE - Timesheets due by Noon on Tuesday, June 17th - due to upcoming Juneteenth Day holiday.
W25 - 27P	*06/26/2025 - THU - Timesheets due by Noon on Thursday, June 26th - due to fiscal year end.



CENTER FOR OCCUPATIONAL & EMPLOYEE HEALTH (COEH)

The Center for Occupational and Employee Health (COEH) delivers comprehensive occupational health services to our corporate and industrial clients through the COEH Occupational Health Clinic in Exeter, onsite at our client companies, or through the Employee Assistance Program.

Abe Timmons, DO, MPH, FACOEM medical director for COEH, is highly experienced in workers' compensation illness and injury management. Dr. Timmons has directed occupational medicine services for several large employers in New England and for the US Air Force's largest aircraft logistics center.

ABE TIMMONS, DO, MPH, FACOEM / JENNIFER HALE, APRN, COHN / SHILOH HAVEN, APRN

Programs and services include:

Occupational Health Clinic

- Workers' Compensation injury/illness management
- Pre-placement and specialty physicals for:
 - Firefighters
 - Law enforcement
 - Department of Transportation (DOT)
 - Military, maritime
 - OSHA respirator medical qualification
- Medical surveillance
- Fitness for Duty (work performance / impairment concerns)
- Drug & alcohol testing/MRO services
- Vaccinations

Employee Assistance Program (EAP)

- Local, confidential management-focused program
- Valuable and inexpensive employee/management benefit
- Policy and training programs
- Substance Abuse Professional (SAP) Services
- Services for employers/families with personal problems

Management of Random Drug and Alcohol Testing Programs

- DOT Small Business Consortium
- DOT supervisory training
- Company specific random testing programs

Work Site Health Services

- Employer based clinics staffed by occupational health professionals
- Ergonomics
- First Aid/CPR/AED training
- Onsite vaccinations and drug testing
- Health and wellness education

COEH Clinic Location:

6 Hampton Road, Exeter, NH 03833
603-580-6635

Monday – Thursday 7:00 a.m. – 5:00 p.m.
Friday 7:00 a.m. – 4:30 p.m.

For more information please visit: exeterhospital.com/services/center-for-occupational-employee-health
or email COEH1@ehr.org



EXETER HOSPITAL

an exeter health resource | The Art of Wellness

Center for Occupational & Employee Health

5 Alumni Drive, Exeter, NH 03833 | exeterhospital.com

Like us on Facebook
for more information
& medical services

Packet Pg. 79

May 6, 2024

**PFAS COST RECOVERY PROGRAM URGENT NOTICE
3M, DUPONT, AND TYCO FIRE PRODUCTS
SETTLEMENTS ANNOUNCED
CLAIM DEADLINES FOR \$14.5 BILLION DOLLARS
AVAILABLE FOR WATER REMEDIATION
EPA MANDATE TO BE ENFORCED**

As you know, on April 10th, the Environmental Protection Agency established the first ever national legally enforceable drinking water standard for PFOA and PFAS at a maximum contaminate level (MCL) of 4.0 parts per trillion (ppt). Utilities in excess of this figure will be required to remediate.

This action makes it incredibly important for water utilities to participate in the following settlements.

SETTLEMENTS:

Napoli Shkolnik previously announced Court approval of both the \$12.5 billion settlement with 3M Company and \$1.185 billion settlement with DuPont in the ongoing Court case over the contamination of drinking water with toxic per- and polyfluoroalkyl substances (“PFAS”).

We are now proud to announce an additional proposed settlement of \$750 million with TYCO Fire Products.

These settlements are available to water utilities with any level of detects.

Attachment: EPA and Lit. Update (May 6)(MA) (Town Administrator's Report)



URGENT TIME SENSITIVITY – DEADLINES:

3M: The deadline for filing a claim in the 3M settlement is June 30 , 2024,

DuPont: The deadline for filing a claim into the DuPont settlement is June 17, 2024.

TYCO: The deadline to perform at least baseline testing of a water district's water sources is MAY 15TH. (Note: All Massachusetts utilities have already been tested and will automatically comply with this date.) The deadline for filing a claim will be 90 days after Judge Gergel's final ruling. We will keep you updated.

Sign up here:

CONTACT:

Please contact Hank Naughton, Managing Partner for the PFAS Cost Recovery Program at (978) 852-3643 or hnaughton@napolilaw.com.

Sign up here: <https://www.napolilaw.com/nrwa-pfas>

(Note: If your utility has no detects at this time but has baseline testing, a claim can be made as a placeholder for remediation of future detects.)



RETAINER AGREEMENT

THIS CONTRACT IS SUBJECT TO ARBITRATION UNDER THE FEDERAL ARBITRATION ACT AND THE STATE OF MASSACHUSETTS GENERAL ARBITRATION STATUTE

The Town of Merrimac, Massachusetts retains the Law Firm of Napoli Shkolnik, as our attorneys to prosecute any legal claim for negligence (or other viable causes of action) against any and all parties individuals and/or corporations that are found to be liable under the law for injuries and/or property damages suffered by us and/or our members arising out of the contamination of water supplies and wastewater by per- and polyfluoroalkyl substances (PFAS), 1-4 Dioxane and other hazardous water contaminants. We specifically agree as follows:

1. FEE PERCENTAGE: Client and Law Firm agree that the Law Firm shall be paid Twenty-Five Percent (25%), or such other sum as is approved by the Court, whichever is lower, of the sum recovered, whether by suit, settlement or otherwise. Client will not be liable to pay the Law Firm any legal fee if there is not any form of recovery.

2. DISBURSEMENTS: In the event there is no recovery, the Client shall not be obligated to pay the Law Firm a legal fee for services rendered. Disbursements may include some of the following expenses: court filing fees, sheriff fees, medical and hospital report/record fees, doctor's report, court stenographer fees, deposition costs, expert fees for expert depositions and court appearances, trial exhibits, computer on-line search fees, express mail, postage, photocopy charges, document management charges, long distance telephone charges among other charges. Document management charges are the fees charged by the law firm for processing documents during litigation, such as medical records, documents produced by defendant(s) and/or other parties, etc. Processing of the documents may include but is not limited to the following: (1) scanning; (2) conversion of native files to PDF documents; (3) OCR (optical code recognition); and/or (4) indexing. At the time of settlement and distribution of proceeds, these expenses shall be deducted from the Client's share after computation of the Attorney's Fee.

3. COMPUTATION OF FEES. The contingency fee shall be computed on the gross recovery, resulting in a net settlement (or judgment), from which all appropriate disbursements in connection with the institution and prosecution of this claim is



deducted, as set forth in paragraph 2 above. Examples of how a contingency fee is computed are as follows:

Gross settlement	\$100.00
25% Attorney's Fee	\$ 25.00
Net settlement	\$ 75.00
Disbursements	-\$ 10.00
Net to Client	\$ 65.00

4. CONTINGENCY FEE PAYMENT SCHEDULE: As set forth above, the Client agrees to pay the Attorney a contingency fee for legal services rendered upon settlement or conclusion of the matter. If the payments to the Client are not a single lump payment but to be paid over a period of time i.e. "installment payments", such Attorney Contingency Fees will be paid in full from the first installment, or installments paid by Defendant(s). If the initial payment is insufficient to fund the full amount of Attorney's Fees due then in subsequent payments by the Defendant(s), any additional amounts recovered or received annually, the Attorney shall have the right to collect the agreed-upon contingency fee from those subsequent amounts recovered or received from the Defendant or any QSF administrator first. Irrespective of the method of payment i.e., lump sum or installment, the amount of Attorney Fees shall not exceed the contingency amount as set forth herein. To the extent this Amendment differs from the original retainer this Amendment shall control.

5. WITHDRAWAL: The Law Firm expressly reserves the right to withdraw its representation at any time upon reasonable notification to the client. In the event that the client advises the Law Firm to discontinue the handling of this claim, or if the client fails to cooperate with the Law Firm in the handling of this claim, client agrees to compensate the Law Firm a reasonable amount for its services, and for the time spent on this claim on an hourly basis or under such other arrangement that may be agreed upon by the parties. The client understands that the Law Firm have conditionally accepted this case based upon independent confirmation of all facts and injuries claimed to have been sustained by Client. In the event that the client desires to transfer the file from this office, the client shall be responsible to compensate the Law Firm for the reasonable value of their services. Such transfer shall not include documents or attorney work product regarding the general liability of the defendants.

6. APPEALS: The above contingency fee does not contemplate any appeal. The Law Firm are under no duty to perfect or prosecute such appeal until a satisfactory fee arrangement is made in writing regarding costs and counsel fees.



7. **STATUTE OF LIMITATIONS:** We understand that any lawsuit must be commenced within a certain limited time period, (that may vary, depending upon the defendant) starting from the "discovery of the injury" or of "the date when through the exercise of reasonable diligence such injury should have been discovered... whichever is earlier". We further understand that the Statute of Limitations period for any case must be investigated, and that this Agreement is made subject to that investigation as well as an investigation of the entire case.

8. **FINANCING OF CASE:** If the firm borrows money from any lending institution to finance the cost of the client's case, the amounts advanced by this firm to pay the cost of prosecuting or defending a claim or action or otherwise protecting or promoting the client's interest will bear interest at the highest lawful rate allowed by applicable law. In no event will the interest be greater than the amount paid by the firm to the lending institution.

9. **RESULTS NOT GUARANTEED:** No attorney can accurately predict the outcome of any legal matter, accordingly, no representations are made, either expressly or impliedly, as to the final outcome of this matter. We further understand that we must immediately report any changes in address and telephone number to the Law Firm.

10. **APPROVAL NECESSARY FOR SETTLEMENT:** Attorneys are hereby granted a power of attorney so that they may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to conclude this representation, including settlement and/or reducing to possession any and all monies or other things of value due to the Client under the claim as fully as the Client could do so in person. Attorneys are also authorized and empowered to act as Client's negotiator in any and all negotiations concerning the subject of this Agreement.

11. **ASSOCIATION OF OTHER ATTORNEYS:** The Law Firm may, at its own expense, use or associate other attorneys in the representation of the aforesaid claims of the Client. Client understands that Law Firm employs numerous attorneys that may work on Client's case.

12. **ASSOCIATE COUNSEL:** The Law Firm may participate in the division of fees in this case and assume joint responsibility for the representation of the client either in the event that the Attorney retains associate counsel or that the client later chooses new counsel, provided that the total fee to the client does not increase as a result of the division of fees and that the attorneys involved have agreed to the division of fees and assumption



of joint responsibility. The Client will be advised of such joint responsibility and full disclosure will be made to Client regarding the division of fees so that the consent of the Client can be obtained.

13. MASSACHUSETTS OR APPLICABLE LAW TO APPLY: This Agreement shall be considered construed under and in accordance with the laws of the State of Massachusetts or applicable law and the rights, duties, and obligations of Client and of Attorneys regarding Attorney's representation of Client and regarding anything covered by this Agreement shall be governed by the laws of the State of Massachusetts or applicable law.

14. ARBITRATION: Any and all disputes, controversies, claims or demands arising out of or relating to (1) this Agreement or (2) any provision hereof or (3) the providing of services by the Law Firm to Client or (4) the relationship between the Law Firm and Client, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association. Any such arbitration proceeding shall be conducted in Massachusetts County, Massachusetts. This arbitration provision shall be enforceable in either federal or state court in Massachusetts County, Massachusetts pursuant to the substantive federal laws established by the Federal Arbitration Act. Any party to any award rendered in such arbitration proceeding may seek a judgment upon the award and that judgment may be entered by any Supreme Court in Massachusetts County, Massachusetts having jurisdiction.

15. PARTIES BOUND: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors, and assigns. Client or the Law Firm can execute this document electronically, by indicating "I agree" (or similar language) via electronic mail after receiving the Agreement via electronic mail. By indicating "I agree" (or similar language) Client will be bound by the terms of the Agreement and is executing the document electronically via Client's electronic signature, indicated as "/s/" in the signature field and elects the Law Firm advance disbursements.

16. LEGAL CONSTRUCTION: In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.



17. PRIOR AGREEMENTS SUPERSEDED: This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

We certify and acknowledge that we have had the opportunity to read this Agreement and have answered any questions pertaining thereto. We further state that we have voluntarily entered into this Agreement fully aware of the terms and conditions.

SIGNED AND ACCEPTED ON THIS ____ day of _____,
20____

**THIS CONTRACT IS SUBJECT TO ARBITRATION
UNDER THE FEDERAL ARBITRATION ACT AND
THE MASSACHUSETTS GENERAL ARBITRATION STATUTE**

[CLIENT]

NAPOLI SHKOLNIK,

By:

Printed Name

**HANK NAUGHTON
PARTNER**

Email Address:

Title: _____

Address: _____

Phone:

Attachment: Merrimac MA Retainer (Town Administrator's Report)



Request for Appropriation Transfers Between or Within Departments

Date: 06/06/2024

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	\$6000.00
To be Transferred From (Name of Approp): <u>01-610-5118-000000</u>	GL#
Present Balance in Above Appropriation	\$
To be Transferred To (Name of Approp): <u>01-610-5585-000000</u>	GL#
Present Balance in Source of Appropriation	\$

Request Submitted By (Signature Required):



Officer or Department Head

Reasons for Transfer:

Due to unexpected legal fees the library is short in funds for collection materials. The library have some extra funds in payroll from the FY24 budget due to change in staff. The transfer will help balance the collection material budget for FY24.

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



Agenda Item
Merrimac Select Board
06/10/24

Select Board Priorities

Subject:



Agenda Item
Merrimac Select Board
06/10/24

Select Board Representative Annual Appointments

Subject:

Attachments:

SB Member Annual Appointment

Annual Appointments

Dept/Committee/Commission	Name		Notes										
	Last	First											
Affordable Housing Board of Trustees													
Capital Planning Committee	Manni	Chris											
OPEB	Manni	Chris											
Rent Control Board	Gorzynski	Irina											
ZBA													

Attachment: SB Member Annual Appointment (Select Board Representative Annual Appointments)



Agenda Item
Merrimac Select Board
06/10/24

Mass Council on Aging FY24 Grant Contract - Amended 5.29.24

Subject:

Needs board vote.

Attachments:

FY24 SIG Contract - Merrimac - SCM - Amended 5.29.24 - signed needs board vote



Massachusetts Councils On Aging

M COA Direct Grant Agreement (FY2024) - AM ENDED

This Direct Grant Agreement (this “Agreement”) is entered into by and between the Massachusetts Association of Council on Aging and Senior Center Directors, Inc. (“MCOA”), and COA (the “GRANTEE”).

GRANTOR		GRANTEE	
Massachusetts Association of Council on Aging & Senior Center Directors, Inc. 116 Pleasant Street, Suite 306 Easthampton, M A 01027 413-527-6425 Primary Contact: Madeline Noonan Email: madeline@mcoaonline.com		Entity: Merrimac COA and Senior Center Address: 100 East Main St., Merrimac, M A 01860 Phone: 978-346-9549 Primary Contact: Brienne Walsh Email: bwalsh@townofmerrimac.com	
GRANT PERIOD	December 7, 2023 – June 30, 2024		
Maximum Funds Awarded for Period:		~~\$5,000~~ Amended to \$9,000 on 5/29/24. \$4,000 transferred from Transportation grant. This action nullifies the previously issued Transportation contract.	
Field Demonstration Project Area: Senior Center Modernization			
Funding Source:	FY24 Grant from Massachusetts Executive Office of Elder Affairs		
Method of Payment	[X] Cost Reimbursement		
Approved for MCOA by:		Approved for GRANTEE by AUTHORIZING AGENT:	
Name: Elizabeth H. Connell		Name: Chris Manni	
Title: Executive Director		Title: Chair, Town of Merrimac Select Board	

MCOA/FIELD DEMONSTRATION PROJECTS FY2024

WITNESSETH

WHEREAS, it is the mission of MCOA to support the independence of older adults in the Commonwealth of Massachusetts by advocating for programs and services to meet their needs, promote the growth and quality of Councils on Aging and senior centers, and strengthen the professional skills of Council on Aging staff; and

WHEREAS, the GRANTEE wishes to provide certain services, as detailed below, in furtherance of MCOA's mission; and

WHEREAS, in compensation for the GRANTEE's services, the parties desire to enter into an agreement whereby MCOA will distribute certain funds received under its Fiscal Year 2024 Service Incentive Grant from the Massachusetts Executive Office of Elder Affairs to the GRANTEE;

NOW, THEREFORE, in consideration of the mutual promises and representations set forth herein, it is agreed by and between the parties hereto as follows:

I. PURPOSE

The GRANTEE understands and agrees that the purpose of this Agreement is to implement new programs for the benefit of older adults, generally sixty (60) years of age and older, in the Commonwealth of Massachusetts, based upon the program and project descriptions set forth in Exhibit 1 hereto.

In the event that the GRANTEE is unable to perform any of the above-described services, or any of the services described in Exhibit 1, consistent with the letter and spirit of this Agreement, the GRANTEE shall immediately so notify MCOA in writing, and MCOA shall have the right (but not the obligation) to terminate this Agreement for cause.

II. PARTIES' RELATIONSHIP

A. Grantee's Legal Authority

MCOA/FIELD DEMONSTRATION PROJECTS FY2024

The GRANTEE represents that the GRANTEE is in compliance with all applicable state and federal requirements and standards, and that it possesses the legal authority pursuant to any proper, appropriate and official motion, resolution or action passed or taken, giving the GRANTEE authority to enter into this Agreement, receive the funds authorized by this Agreement, and to perform the services the GRANTEE has obligated itself to perform under this Agreement.

The person or persons signing and executing this Agreement on behalf of the GRANTEE, or representing themselves as persons authorized to sign and execute this Agreement on behalf of the GRANTEE, do hereby represent that they have been fully authorized by the GRANTEE to execute this Agreement on behalf of the GRANTEE and to validly and legally bind the GRANTEE to all terms, conditions, performances and provisions set forth in this Agreement.

MCOA shall terminate this Agreement for cause, effective immediately, if it becomes apparent to MCOA that the GRANTEE, or any person acting or purporting to act on behalf of the GRANTEE, lacks legal authority to enter into this Agreement. In such event, the GRANTEE shall immediately reimburse and repay MCOA for any and all monies received from MCOA under the terms of or in connection with this Agreement.

B. Independent Contractors

Each of the parties is an independent contractor and neither party is, nor shall be considered to be, an agent, distributor or representative of the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other. Neither party has authorization to enter into any contracts, assume any obligations or make any warranties or representations on behalf of the other party. Nothing in this Agreement shall be construed to establish a relationship of co-partner or joint venture between the parties. MCOA shall not be responsible and shall have no obligation to GRANTEE, the employees of GRANTEE or any governing body to withhold Federal, State, or local income tax, or MCOA's employee portion of FICA or other payroll taxes, and other taxes relating from any individual assigned by GRANTEE to provide services under this Agreement; GRANTEE shall indemnify, defend and hold MCOA harmless from all liabilities, costs and expenses, including without limitation reasonable attorneys' fees resulting from all third party claims brought against MCOA for any FICA, FUTA, or SU1 contributions and any other

payroll taxes or any claims of any nature, by GRANTEE or other resources providing the Services under this Agreement.

C. Lobbying Prohibited

The person signing this Agreement on behalf of the GRANTEE certifies, to the best of his or her knowledge and belief, that:

1. The GRANTEE will not attempt to influence any member of the Congress, or any State or local legislator, to favor or oppose any legislation or appropriation with respect to this Agreement.
2. Grant funds shall not be used for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or film presentation designed to support or defeat legislation pending before the Congress, or any State or local legislature.
3. Grant funds shall not be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriation pending before the Congress, or any State or local legislature.

D. Subcontracting Restrictions

The GRANTEE shall not subcontract or delegate any work under this Agreement to any third party except with MCOA's prior written consent, which must include MCOA's written approval of any sub-contracting agreement. The GRANTEE shall be solely responsible for the performance of any subcontractor, subsidiary or affiliate organization, and shall be liable for and indemnify, defend and hold MCOA harmless for any wrongdoing by any such subsidiary, affiliate or subcontractor, including without limitation the misuse or misappropriation of any funds.

E. Publicity

1. Either party may freely use in advertising, publicity, web sites, press releases, or otherwise, the name of the other party, or refer to the existence of this Agreement and the project(s) funded herein.
2. Any materials produced with grant funding should contain an acknowledgement to the effect that "This [service or product] has been produced in [part] [full] from a grant awarded to the Massachusetts Association of Councils on Aging by the Massachusetts Executive Office of Elder Affairs. Any opinions expressed herein are solely those of [GRANTEE]."
3. Use of MCOA's logo is encouraged.

III. ADMINISTRATIVE PROVISIONS

A. Term of Agreement

The term of this Agreement shall be the Grant Period specified in the table at page 1 above.

B. Grantee's Reporting Requirements

1. The GRANTEE shall respond promptly to the MCOA's emails and communications, and web-based surveys aimed at gathering information, such as case studies and best practices, which will be helpful to the other organizations in their outreach and enrollment efforts. The GRANTEE shall share samples of materials and tools that are developed under this project.
2. The GRANTEE shall provide a final report by **Wednesday, July 31, 2024**, containing supporting documentation of work activities conducted through the grant, including number of events/ activities/ services conducted, number of individuals served, what your organization learned and with what entities you plan to share that knowledge with as well as how you plan to utilize that knowledge to advance your organization's field demonstration project efforts. This report shall also contain the best practices identified through this project, as well as the grantee's evaluation of the project's impacts and outcomes.
3. The Grantee shall incur all project costs before **Sunday, June 30, 2024**.

C. Total Funds Awarded

MCOA/FIELD DEMONSTRATION PROJECTS FY2024

The GRANTEE shall be compensated in accordance with the payment schedule shown on Page 1 and at Section III.D. below. Payments will be distributed by check only after the parties' execution of this Agreement, and in satisfaction of complete and valid invoices submitted by the GRANTEE to MCOA. It is expressly understood that in no event shall the total distribution of funds to the GRANTEE under the terms of this Agreement exceed the amount set forth in the table on Page 1.

If the GRANTEE receives a legislative earmark for this SIG project proposal for FY 2024, the GRANTEE will no longer be eligible to receive full SIG funds; in such a case, SIG funding will be reduced by the amount of the earmark.

D. Payment Schedule

Disbursements to the GRANTEE shall be in the form of reimbursement for the GRANTEE's actual expenditures during the period, following MCOA's receipt and approval of an invoice for the period. To be considered complete and valid, the invoice is to have backup receipts or documentation of incurred expenses. The frequency of invoice submission will vary according to the nature of GRANTEE'S project. It is suggested that GRANTEES submit invoices monthly but no less frequently than quarterly. All grant funds must be spent by the end of the fiscal year.

If the GRANTEE needs to amend the project budget for any reason, the GRANTEE must confer with and gain authorization from MCOA. Any final invoice shall also contain an explanation of any variance in spending of ten percent (10%) or greater.

If the GRANTEE anticipates they will be unable to spend the total funding awarded by June 30, 2024, it is imperative that the GRANTEE notify MCOA as soon as possible, and no later than March 1, 2024.

The GRANTEE shall be solely responsible for ensuring the accuracy of all invoices and any supporting documentation submitted to MCOA. MCOA shall terminate this Agreement for cause, effective immediately, if it becomes apparent to MCOA that the GRANTEE has, knowingly or otherwise, submitted falsified invoices or other documentation.

MCOA may, with the consent of the GRANTEE, adjust or correct any invoice. A copy of any adjusted or corrected invoice shall be promptly sent to the GRANTEE.

Contingent upon MCOA's receipt of grant funding from the Executive Office of Elder Affairs, all complete and valid invoices shall, to the extent possible, be satisfied by MCOA within thirty (30) days of receipt. MCOA shall promptly notify the GRANTEE of any expected delay of payment beyond the specified period.

The GRANTEE shall use MCOA's Field Demonstration Project Invoice Form which is a separate document with your approved budget.

E. Termination

1. Termination for Cause

In the event that either party fails to substantially perform under the terms of this Agreement, the other party shall be entitled to terminate this Agreement for cause in accordance with Section 3 ("Notice of Termination") below.

If the GRANTEE fails to provide any of the services contemplated herein, or fails to make sufficient progress, so as to endanger performance, MCOA shall notify the GRANTEE of such unsatisfactory performance in writing. The GRANTEE shall have ten (10) business days in which to respond with a written plan, acceptable to MCOA, for promptly addressing the deficiencies. The GRANTEE's failure to respond satisfactorily within the appointed time shall entitle (but not obligate) MCOA to terminate this Agreement for cause.

2. Termination for Convenience

Either party shall be entitled to terminate this Agreement without cause on thirty (30) days written notice. In the event of such termination, and subject to Section III.B ("Total Funds Awarded") above, the GRANTEE shall be entitled to equitable compensation for any allowable services actually and satisfactorily performed under this Agreement through the effective date of termination, and such compensation shall constitute the extent and entirety of the GRANTEE's recourse against MCOA in connection with this Agreement.

3. Notice of Termination

Termination shall be effectuated by one party's delivery to the other party of a Notice of Termination, specifying whether the termination is for cause or for convenience. In the event of termination for cause, the Notice of Termination shall also include a brief description of reason(s) for termination. Except as otherwise provided in this Agreement, the effective date of termination shall be ten (10) days from a party's receipt of a Notice of Termination for cause, and thirty (30) days from a party's receipt of a Notice of Termination for Convenience. Notice of Termination shall be delivered electronically or by certified mail to the party's address first set forth above. If the Notice of Termination is delivered electronically, an original copy must also be submitted by certified mail.

IV. MISCELLANEOUS

A. Severability

The provisions of this Agreement are severable and if for any reason a clause, sentence, paragraph or other part of this Agreement shall be determined to be invalid by a court, federal agency, board or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect those provisions of this Agreement which can be given effect without the invalid provision.

B. Successors and Assigns

The GRANTEE shall not assign, transfer or delegate any of the rights or obligations under this Agreement without the prior written consent of MCOA. This Agreement and all of its provisions shall inure to the benefit of and become binding upon the parties and the successors and permitted assigns of the respective parties.

C. Survival

Any provision of this Agreement which by its nature must survive termination or expiration in order to achieve the fundamental purposes of this Agreement shall survive any termination or expiration of this Agreement.

D. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts. Any action brought under or in relation to this

Agreement shall be brought in a court having subject matter jurisdiction and located Hampshire County, Massachusetts.

E. Entire Agreement

This Agreement, together with the Exhibits hereto, constitutes the parties' entire agreement concerning the work and services to be performed hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

**MASSACHUSETTS ASSOCIATION OF
COUNCIL ON AGING and SENIOR
CENTER DIRECTORS, INC.**

GRANTEE: Council on Aging

By



Name: Elizabeth H. Connell

Title: Executive Director

Date: 5/29/24

By:

Chris Manni

Chris Manni (Jun 3, 2024 10:37 EDT)

Authorizing Agent Name:

Title: _____

Date: _____

By: _____

Primary Contact (Implementation Manager)

Name:

Title: _____

Date: _____

EXHIBIT #1
M COA DIRECT GRANT PROGRAM S– FY2024

Senior Center Modernization-Merrimac COA Library Improvement Project

The Merrimac COA has been in existence since 1974. It has been in its current location at 100 E. Main Street in Merrimac since 2001, in what was once a Masonic lodge. In the last 22 years, there have been many changes in COA's and modernizing Senior Centers. In Merrimac, we have been focusing in the last year on improving our Library. The Library is a wonderful resource packed with hardcover and paperback books, audio books, puzzles, games, education materials and low vision reading materials. We recently underwent a major undertaking of cataloging and organizing all of our books and have over 2,000 titles to choose from. We also provide digital learning opportunities through seven tablets that we obtained through a 2021 digital grant through the Wadleigh Foundation. All of these items have allowed us to amass quite the collection of learning and enjoyment material. We are seeking to modernize the furniture including shelving, club chairs, tables for reading, games and puzzle making as well as having a new television installed for educational seminars and virtual library programming opportunities. This grant would also allow us to increase the usage of the library by making it a warm and inviting area to read, listen to music, play a game or work on a puzzle. Once complete, we hope to resume our Merrimac COA Book Club which has been on hold since March 2020 due to COVID. We would love to welcome the club back to the COA Library in a reinvigorated and reenergized space! All of these things will be possible if we are awarded this grant.

We also see this as an opportunity for those looking for a relaxing space within the Center to unwind and recharge. So much of what we do at the COA revolves around activities, programming and social interaction. But there are those that also need quiet spaces to decompress and relax. We also started two new monthly groups this fall, a Women's Open Discussion Group and a Grief Support Group. Both groups are held in the COA Library and having that space be renovated would contribute so much to the healing and overall peace of the space for that purpose as well. The COA Library is a space that so many take comfort in and having it be modern, welcoming and inviting is a priority for the COA staff. We want the community residents to feel at home in our Center and having an appealing and inviting Library will help to be able to continue to craft the vision that we have for the Merrimac COA and Senior Center.

For this grant, we are asking for \$5000 to complete this project. This will go towards funding for many items, specifically furniture, ottomans, chairs, additional shelves, ottomans and décor. These items will allow us to bring the COA Library into the 21st century and transform it from dull and drab to beautiful and bright, encouraging residents to visit, bring their friends and stay awhile! We also hope to utilize a current counter space area to offer a coffee, tea and snack area where those using the library can make a cup of tea, coffee, or hot chocolate and relax with a snack while enjoying the space!

We expect this to impact at least 50 to 100 people per month, bringing new members into the Center to see the renovated library and take advantage of its offerings. With the updated furnishings, we will be able to hold more small gatherings in this room and allow it to be booked for programming like the grief support and open discussion groups but also to have Open Library blocks where people can simply relax and enjoy a good book! This room will have a footprint that is accessible to those that are mobility challenged and will also provide a space for those that have low vision disabilities and need specialized equipment to read, use a digital device or participate in various groups.

The date for this project will be tracked using MySeniorCenter for registrations as well as Excel spreadsheets with the books being signed in and out. Additionally, programs and groups that occur in the room over the six-month period will be tracked. We expect the impact to be far reaching as the COA Library has always been enjoyed by our patrons of the Senior Center and having a renovated space will increase that participation. The outcomes would be increased usage of COA space, providing a safe and comfortable space for groups, providing innovative education material access and promoting a wellness initiative as well as being a social isolation combat tool by offering a welcoming space to the residents of our older adult community.

Field Demonstration Project - FY2024 Budget

indicate type of project: ☐ Age & Dementia Friendly ☐ Caregiver Respite ☐ Nutrition ☐ Memo
☐ Outreach & Marketing ☐ Transportation ☐ Public Health ☒ Senior Center Modernization

Grantee Name: Merrimac COA

<u>Budget Item</u>	<u>Description</u>	<u>Budget Amount</u>
Library furnishings	table plus 2 chairs(puzzle)	500.00
Library furnishings	table plus 2 chairs(coffee/bistro)	500.00
Library furnishings	4 club chairs	1500.00
Library furnishings	long table for laptops/low vision	500.00
Library furnishings	coffee/tea station items	250.00
Wooden blinds x 8 windows	window treatments	2000.00
Library furnishings	puzzles	250.00
Misc. Items	tech /equipment for lap tops and tv	500.00
2-3 laptops	computer classes/tech enrichment	2000.00
2 television screens	for movie screenings/ed.presentations	1000.00
Books	new titles for library	1000.00
		9000.00

Submitted by: Brienne R. Walsh

Date: 05/28/24

FY24 SIG Contract - Merrimac - SCM - Amended 5.29.24

Final Audit Report

2024-06-03

Created:	2024-05-29
By:	Brienne Walsh (bwalsh@townofmerrimac.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_e1fxi0P1IL5J4wmpYOax2KOqflb9L_x

"FY24 SIG Contract - Merrimac - SCM - Amended 5.29.24" History

-  Document created by Brienne Walsh (bwalsh@townofmerrimac.com)
2024-05-29 - 4:38:52 PM GMT
-  Document emailed to Chris Manni (selectman2@townofmerrimac.com) for signature
2024-05-29 - 4:38:58 PM GMT
-  Email viewed by Chris Manni (selectman2@townofmerrimac.com)
2024-05-30 - 12:33:56 PM GMT
-  Document e-signed by Chris Manni (selectman2@townofmerrimac.com)
Signature Date: 2024-06-03 - 2:37:47 PM GMT - Time Source: server
-  Agreement completed.
2024-06-03 - 2:37:47 PM GMT



Agenda Item
Merrimac Select Board
06/10/24

Community One Stop Application Support Letters

Subject:

Attachments:

Winter St.

Littles Ct.



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

June 3, 2024

Secretary Yvonne Hao
 Executive Office of Economic Development
 1 Ashburton Place, Room 2101
 Boston, MA 02108

Dear Secretary Hao:

The Town of Merrimac will be submitting a Community One Stop application to replace the existing 6-inch water line on Winter Street with a 12-inch water line. This project is vital to improving our water quality.

The existing 6-inch water line is restricting flow throughout Town. When the flow is restricted, it negatively affects the Town's water quality. Furthermore, it creates issues pertaining to fire safety in Town. The project will also provide a new tie the new water line to all 16 single family residences and an 18-unit multi family residence. This project will improve the Town's water quality and allow for our Fire Department to better protect our citizens. In addition, this project will complete the Town's water transfer from one water tank to the other, thus creating a looped system which will greatly improve water quality and flow while reducing the strain on our existing well fields.

Please accept this letter as support of this project which is vital in the Town's safety and water quality.

Sincerely,


 Chris Manni, Chairman

Attachment: Winter St. (Community One Stop Application Support Letters)



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

June 3, 2024

Secretary Yvonne Hao
 Executive Office of Economic Development
 1 Ashburton Place, Room 2101
 Boston, MA 02108

Dear Secretary Hao:

The Town of Merrimac will be submitting a Community One Stop application to remove the existing foundation at 2 Littles Court and complete the clean up of this site to ready it for development.

The project site is a long abandoned industrial property located adjacent to the Town's Center. The Town retained ownership of the parcel in 2002 after a lengthy tax title process. Since the Town gained ownership, we have invested both time and funds to cleaning up the site and demolishing the building to create a safe site ready for development. The removal of the foundation is the final piece that will allow us to have a vacant site ready for development. We have a developer eager to construct approximately 28 affordable housing units on this site.

Please accept this letter as support of this project which is vital in the Town's both economic development objectives and need to provide affordable housing to its residents.

Sincerely,


 Chris Manni, Chairman

Attachment: Littles Ct. (Community One Stop Application Support Letters)



Agenda Item
Merrimac Select Board
06/10/24

Gregory Pickering Letter of Resignatiion

Subject:

Attachments:

Gregory Pickering Letter of Resignatiion_Redacted

From: [Eric M. Shears](#)
To: [Jennifer Penney - Select Board \(X3080\)](#)
Cc: [Eric M. Shears](#)
Subject: FW: Letter of Resignatiion
Date: Friday, May 31, 2024 12:13:45 PM
Attachments: [image002.png](#)

Good afternoon,

Please see the below listed email from ACO Greg Pickering. He called me this morning and then followed up with this email. I would respectfully request that the Select Board accept his resignation **effective June 25, 2024**. I would also like to thank him for his service to our community for the last several years.

Further, I would like to get onto the Board's agenda to discuss this matter. Specifically, I would like to discuss the options moving forward.

1. Posting the open position and continuing as we have.
2. Look for a regional animal control solution moving forward.

Thank you for your consideration on this matter.

Respectfully submitted,

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!”



From: Greg Pickering [REDACTED]
Sent: Friday, May 31, 2024 11:26 AM
To: Eric M. Shears <eshears@merrimacpolice.org>
Subject: Letter of Resignatiion

May 31, 2024

Chief Eric Shears

Attachment: Gregory Pickering Letter of Resignation_Redacted (Gregory Pickering Letter of Resignation)

Merrimac Police Department
2 Jana way Merrimac Ma 01860

Dear Chief. I cannot believe that it has been over five years since I started working for you and the Town of Merrimac as the Animal Control Officer. That said, I regret to tell you that I, Gregory F Pickering, intend to resign as Animal Control Officer/ Animal Inspector for the Town of Merrimac effective on the 25th day of June 2024. As you are aware I have taken another job as a driver for Salter Transportation. I would like to be able to work both jobs, however the increase in hours puts me well over the total hours I am allowed to work. This fact would mean that I would have to pay the Commonwealth of Massachusetts retirement system any money earned over my hours.

I would like to thank you and the entire staff of the Police Department for making my time as Animal Control Officer an enjoyable experience. I will not miss the late-night dog calls that turn out to be cow statues, but I will miss the people and friends that I have made.

Respectfully Submitted
Gregory F Pickering

Greg Pickering

Attachment: Gregory Pickering Letter of Resignation_Redacted (Gregory Pickering Letter of Resignation)



Agenda Item
Merrimac Select Board
06/10/24

Property Use Permit- Fundraiser for Santa Committee

Subject:

Attachments:

Property Use Permit- Donation Fund Raiser for Santa Committee_Redacted

Re_ SANTA COMMITTEE_Redacted

COI Santa Committee Boot Drive

From: [ThomasMerrimac Square Jordan](#)
To: [Jennifer Penney - Select Board \(X3080\)](#)
Subject: New submission from Property Use Permit
Date: Monday, June 3, 2024 11:45:56 AM

Date	06/03/2024
Property Requested	Merrimac Square
Date and Time Property Requested For	8/10/24 8AM to Noon
Purpose of Request	Donation fund raiser for Santa Committee
Organization Name	Merrimac Santa Committee
Is your group a for profit entity?	no
Name of Applicant	Thomas Jordan
Address	[REDACTED]
Email	[REDACTED]
Phone	978-998-5133
Additional Event Details	
Is the event open to the public?	yes
Will an admission be charged?	no
Is this a fundraiser?	yes
Will there be music?	no
Will refreshments be served?	

no
If Yes, name vendor
n/a
Will alcohol be served?
no
Yes please see application for One Day license
n/a
Will event take place on town roads?
Yes, Merrimac Square
Application Agreement
 I agree.

From: [Rick Pinciaro](#)
To: [Thomas Jordan](#)
Cc: [Jennifer Penney - Select Board \(X3080\)](#); [Art Amirault](#); [Carol McLeod - Finance \(X3040\)](#); [Lorin Clark](#)
Subject: Re: SANTA COMMITTEE
Date: Monday, June 3, 2024 11:28:27 AM

Tom

File the form with a request to have insurance requirements waived

On Mon, Jun 3, 2024, 11:24 AM Thomas Jordan [REDACTED] > wrote:

Jennifer,

I have not submitted a property use request as of yet as it states that a \$1M liability must be submitted along with the request. Arthur Amirault is looking into that with Rick Pinciaro. Not sure where that stands at this moment. I was told that Rick was going to contact Carol.

Tom Jordan
[REDACTED]

On Jun 3, 2024, at 9:44 AM, Jennifer Penney - Select Board (X3080)
<selectmen@townofmerrimac.com> wrote:

As of right now, I have not received a property use request from the Santa Committee. Once received, I will put it on the agenda and will attach the information below. Thank you.

Best,

Jennifer Penney

Executive Assistant, Notary Public
Office of the Select Board
Town of Merrimac

[4 School St.](#)

[Merrimac, MA 01860](#)

P: 978-346-8862

Hours: Monday 8-7; Tue.-Thur. 8-4

<https://townofmerrimac.com/select-board/>

Notice:

This email is subject to [MGL: Chpt.66, Sec.10 Public Records Law](#).

From: rick@westnewburyinsurance.net <rick@westnewburyinsurance.net>

Attachment: Re_ SANTA COMMITTEE_Redacted (Property Use Permit- Fundraiser for Santa Committee)

Sent: Friday, May 31, 2024 8:31 AM

To: Jennifer Penney - Select Board (X3080) <selectmen@townofmerrimac.com>;

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

Cc: [REDACTED]

Subject: RE: SANTA COMMITTEE

PAGE 2, SECTION 3, of the Town Use Policy form states that “ In all cases where it is deemed desirable” regarding insurance coverage. This leads me to believe that the Selectmen can waive this requirement.

This event is for limited hours, with adult participation, and the cost of insurance with be more than the anticipated donations.

Please present this letter to the Selectmen at their next meeting as a request to have the insurance requirement waived.

Thank you

Rick

Ricky J. Pinciario

President

West Newbury Insurance Agency, Inc.

(978)363-5285; F (978)363-1228

Hours:

MON/TUES/THURS: 8:30-3

WED: 8:30-NOON

FRIDAY: 8:30-2

CALL FOR APPOINTMENTS

[RICK@WESTNEWBURYINSURANCE.NET](mailto:rick@westnewburyinsurance.net)

CELEBRATING OUR 38TH YEAR

Coverage cannot be changed, altered or bound by voicemail, email or fax. The documents and information contained in and attached to this electronic transmission may include information that is confidential and/or privileged and is for specific individual(s) to whom it is addressed. If you are not the intended recipient of the email, you are hereby notified that any unauthorized use, dissemination or copying of the email or the information contained in or attached to is strictly prohibited. If you received this email in error, please immediately notify the person above by email and delete this file. This also confirms that this email and any attachments have been scanned for the presence of computer viruses.

From: Jennifer Penney - Select Board (X3080) <selectmen@townofmerrimac.com>

Sent: Thursday, May 30, 2024 2:51 PM

To: rick@westnewburyinsurance.net; Carol McLeod - Finance (X3040)

<cmcleod@townofmerrimac.com>

Subject: RE: SANTA COMMITTEE

Attachment: Re_ SANTA COMMITTEE_Redacted (Property Use Permit- Fundraiser for Santa Committee)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/04/2024

8.7.c

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY(IES) BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER West Newbury Insurance Agency, Inc. 322 Main St. P.O. Box 150 West Newbury, MA 01985	CONTACT NAME: RICK PINCIARO	
	PHONE (A/C, No, Ext): 978 363 5285 FAX (A/C, No): (978) 363-1228	
INSURED Merrimac Santa Parade Comm 2 SCHOOL ST Merrimac, MA 01860	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: BALANCE PARTNERS LLC	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

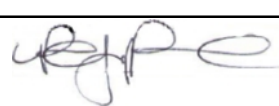
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		RBS0261037	01/12/2024	01/12/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 3,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ACTIVITIES OF THE MERRIMAC SANTA COMMITTEE ON TOWN PROPERTY

CERTIFICATE HOLDER TOWN OF MERRIMAC TOWN HALL SCHOOL STREET MERRIMAC, MA 01860	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Agenda Item
Merrimac Select Board
06/10/24

Logic Automation Services Invoice 2069

Subject:

Request to use Town Building Maintenance Account for repairs

Attachments:

Logic Automation Services Invoice 2069



Bill To

Town of Merrimac
ATTN: Jennifer Penney
4 School Street
Merrimac, MA 01860 US

Invoice 2069	Jun 3, 2024
Job Number	24-111
Payment Terms	Net 30
Total Due	\$1,111.32
Due Date	Jul 3, 2024

CUSTOMER NAME	PROPERTY NAME	PROPERTY ADDRESS
Town of Merrimac	Merrimac Town Hall	2 School Street Merrimac, MA 01860
AUTHORIZED BY	CUSTOMER WO	NTE
Alyssa Sexton		

Invoice Summary

- REASON FOR CALL:
- o Replace AHU2 freeze-stat to an automatic reset freeze-stat
- ACTIONS:
- o Changed manual reset freeze-stat to automatic reset
 - o Performed backup of system

Total	\$1,111.32
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Terms of Service

Service calls are subject to a minimum labor charge equal to 2 hours (service agreement) or 4 hours (no service agreement). All service calls are subject to a zone based travel fee. The travel fee is assessed per technician per day. Terms NET 30 unless otherwise specified. Balances past 30 days are subject to a service charge of 1.5% per month (or the maximum legal rate allowed). Purchaser agrees to pay all costs of collection, including attorney's fees.

Attachment: Logic Automation Services Invoice 2069 (Logic Automation Services Invoice 2069)



Agenda Item
Public Works
06/10/24

Master Plan Reimbursement Request

Subject:

Attachments:

FY23 HC Invoice 3-Town of Merrimac



TOWN OF MERRIMAC
Inspectional Services Department
 2 School Street, Merrimac, MA. 01860 | 978.346.0525

INVOICE
 FY2023 Housing Choice Grant

Invoice Date	06/03/2024	Invoice No.	HC23 Merrimac 3
Grantee	Town of Merrimac	Vendor Code	VC6000191880
Grantee Contact Name	Alyssa Sexton	Other Project Contact Name	<i>[If applicable]</i>
Address	4 School Street, Merrimac, MA 01860	Other Project Contact Email	<i>[If applicable]</i>
Email	asexton@townofmerrimac.com	Other Project Contact Phone	<i>[If applicable]</i>
Phone	(978) 346-0525		

Project Name:	Town of Merrimac Master Plan
Contract document #: <i>See page 1 of contract</i>	SCOCD321023330000265
Date(s) of Service:	3/26/2024 to 5/21/2024
Description of Service:	Inventory and assessment
Total Amount Due this Invoice:	10,000
Approved by:  <i>Signature of Authorized Signatory</i>	

Attachment: FY23 HC Invoice 3-Town of Merrimac (Master Plan Reimbursement Request)



Agenda Item
Public Works
06/10/24

Wastewater Phase One Services for Survey and Existing Conditions

Subject:

SGC Surveying proposal for surveying services associated with the preparation of existing conditions, Boundary and Topographic survey for the Wastewater Treatment Facility Upgrade.

Attachments:

SME Merrimac MA WWTF Proposal_Revised5-31-24



May 31, 2024

Revised

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

Re: Proposal for Professional Survey Services for Existing Conditions, Boundary and Topographic survey for the Wastewater Treatment Facility in Merrimac, Massachusetts

Dear Bob,

SGC Engineering, LLC (SGC) is pleased to submit this proposal for surveying services associated with the preparation of existing conditions, Boundary and Topographic survey for the Wastewater Treatment Facility in Merrimac, Massachusetts. Please be advised that this proposal is valid for thirty days and is based on the following:

Assumptions and Clarifications

- All work will be supervised, reviewed, and directed by a Registered Professional Land Surveyor for the Commonwealth of Massachusetts.
- We assume Sevee & Maher Engineers, Inc. will provide all relevant CAD files, solar design layout, access-utilities design, and zoning prior to notice to proceed for the Existing Conditions Survey Portion.
- SGC presumes that upon issuance of Notice to Proceed, permission to access these properties will be in place, including adjoining lands as required.
- SGC's survey personnel are not trained in the recognition of hazardous materials and will not be held responsible for not identifying potentially hazardous materials that may exist within the project boundaries.
- We assume that sufficient monumentation exists on the ground and that boundary evidence is not in substantial conflict with title. Additionally, it is assumed that record deeds and plans contain sufficient information to allow for the compilation of property boundaries. We also assume that the properties – property lines within the solar areas affected are the limits of this survey and not the entire Locus boundary (see attached EXHIBIT "A" for limits. If either of these





assumptions proves false, additional cost may be incurred before property boundaries may be published on final plans.

- It is assumed that all monumentation exists on the ground and no new additional monuments will need to be set either on the property corners, proposed solar Lease area, and the access – utility areas. If this proves false, a separate cost estimate can be prepared to complete the requested scope of work.

1.0 SCOPE OF SERVICES

1.1 EXISTING CONDITIONS - BOUNDARY SURVEY

- 1.1.1. This Project and research will be developed, reviewed, and directed by a Registered Professional Land Surveyor (RPLS) of Massachusetts, and he will be responsible for defining the property, existing easements if any, generated solar lease - easements, and reviewing the deliverables for correctness, consistency, and completeness.
- 1.1.2. SGC will provide layout of the points in the field shown in attached Exhibit B.
- 1.1.3. Horizontal control will be based on Massachusetts State Plane Coordinates, NAD 83 - 2011 (Mainland Zone) and the Vertical Datum will be referenced to NAVD 88 (North American Vertical Datum).
- 1.1.4. SGC will locate and show on the plan any substantial features, improvements, aboveground utilities, and accesses within the solar developable areas. This will include visible utilities, utility poles, tanks, manholes, pipe inverts, paving, tree line, gas, water, sewer utilities, exterior of buildings, and major landscaped areas.
- 1.1.5. SGC will perform research at the town of Merrimac, Massachusetts assessing departments to recover names of current owner-abutting property - landowners.
- 1.1.6. SGC will review and address the most recent flood prone area study from F.I.R.M. (Flood Insurance Rate Maps) as to, if any, effects on the development.
- 1.1.7. SGC will provide an AutoCAD Civil-3D 2018 file of the Existing Conditions Plan with necessary hard copy (PDF) sealed and signed plans.

1.2 TOPOGRAPHIC SURVEY

- 1.2.1. SGC will Utilize RTK GPS to obtain the elevations on site. 2-foot contour interval will be generated from a combination of NGS LiDAR files and GPS ground shots by SGC Surveyors





2.0 SCHEDULE

At present, we are prepared to begin work on this project within two weeks following receipt of written authorization to proceed. SGC anticipates submitting a final plan for review within three (3) weeks of the initial start date presuming access permissions are in place at NTP and a timely receipt of all title policies and documents. In the case of inclement weather or other factors outside of our control, SGC reserves the right to revise the proposed completion date if necessary.

3.0 COMPENSATION

Work will be billed on a Lump Sum Basis - Pricing per Scope of Services Item 1.0 above:

Existing Conditions, Boundary and Topographic Survey \$10,900.00

Reimbursable expenses such as copy fees, mileage, and equipment rental are included in the pricing.

4.0 PAYMENT

Invoices for services will be submitted monthly or upon completion of the survey, whichever is less. By the signing of this proposal, it is agreed and understood that payment will be made upon receipt of the invoice. The owner/client agrees to limit the liability of SGC, to the owner/client and to all construction contractors and subcontractors on the project arising from SGC's negligent acts, errors, or omissions such that the total aggregate liability of SGC will not exceed the contract amount. It is further understood that any balances on this account remaining unpaid for a period of 60 days will incur a service charge of 1-1/2% per month (expressed as an annual percentage rate, the charge is 18%). It is further agreed that if said account is turned over for collection, reasonable attorney's fees and costs of collection shall be added to the unpaid balances, whether legal action is instituted.

GENERAL CONTRACT CONDITIONS

By signing this letter, you indicate your acceptance of the terms and conditions contained herein and you give us authorization to proceed with the scope of work indicated.





Very truly yours,

SGC ENGINEERING, LLC

Todd L. Hunter, Senior Project Manager
SGC Engineering, LLC / Cell: 207 749 3542
501 County Road
Westbrook, Maine 04092

APPROVED BY:

Print

Authorized Signature

Date



Exhibit "A" Wastewater Treatment Facility Merrimac, Massachusetts

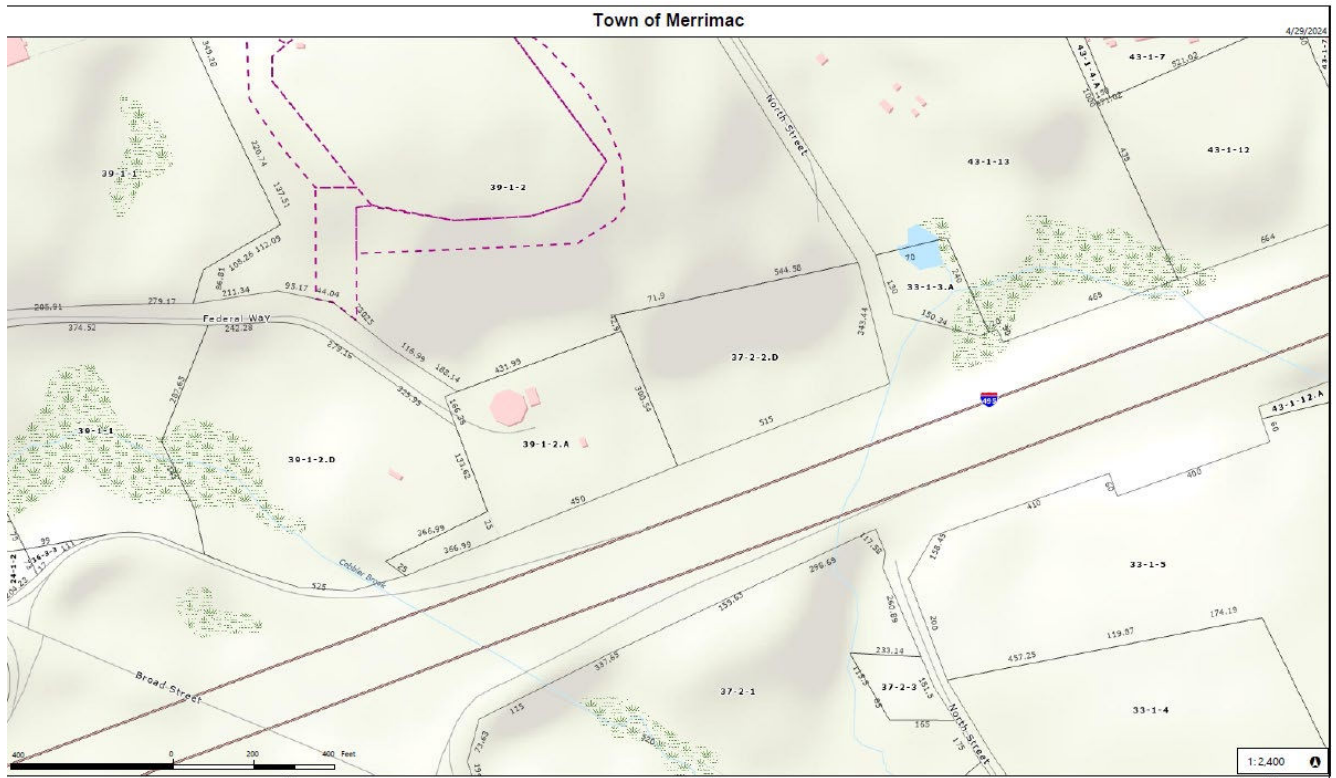
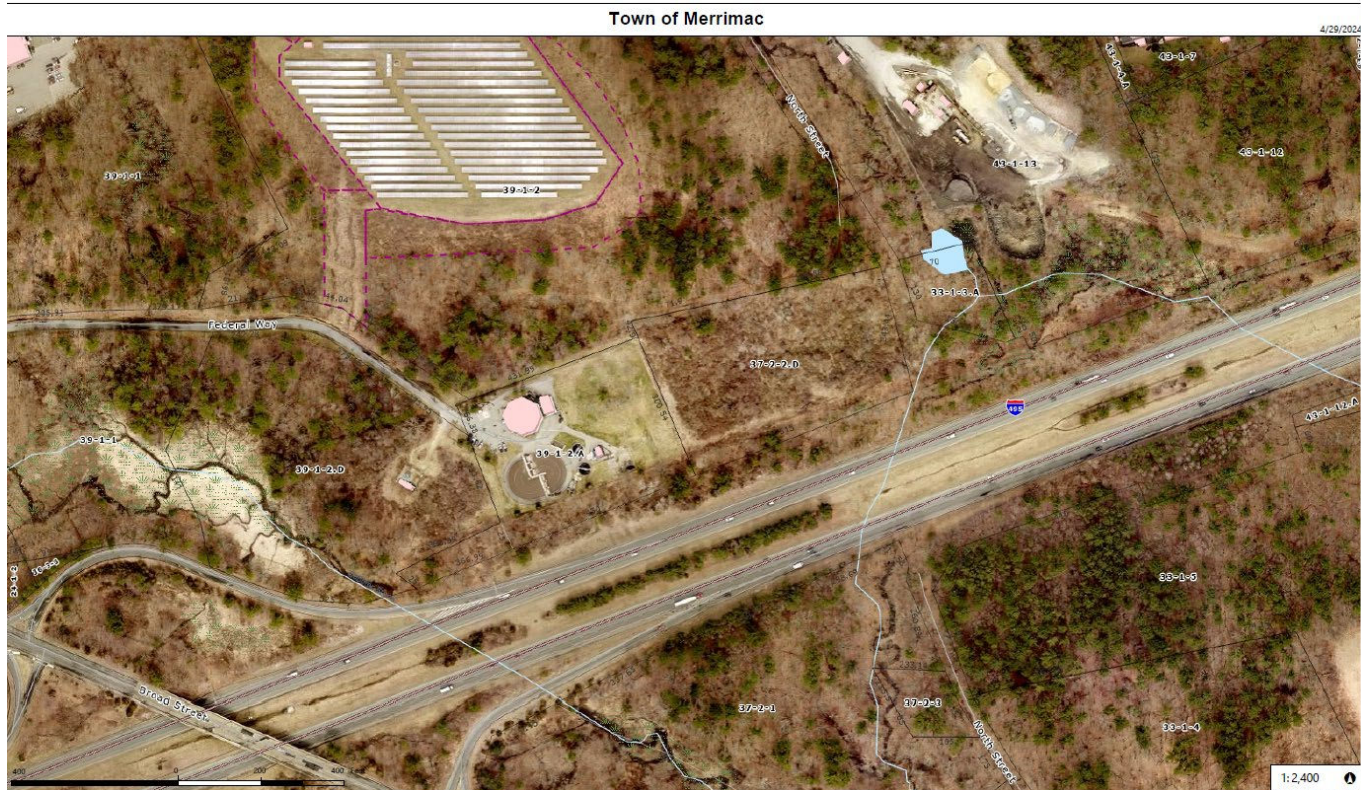


Exhibit “B “ Wastewater Treatment Facility Merrimac, Massachusetts





Agenda Item
Town Clerk
06/10/24

Annual Performance Review - Town Clerk

Subject:

To The Honorable Select Board;

Please see the attached annual review for the Town Clerk.

Thank you,

Gwendolyn Lay Sabbagh, Town Clerk



Agenda Item
Public Works
06/10/24

Annual Performance Review- Justin Craig

Subject:



Agenda Item
Merrimac Select Board
06/10/24

Schedule Annual Performance Review for Larry Fisher

Subject:

June 4th Anniversary Date



Agenda Item
Merrimac Select Board
06/10/24

Time Off Request-Jen Penney

Subject: