



Merrimac Select Board
Select Board Meeting
06/24/24

I. CALL TO ORDER

PRESENT: Gustison, Manni, Gorzynski, Bruno, Adams

ABSENT:

II. APPROVE AGENDA

1. Motion to approve agenda

Will move Carol Traynor up to appointments

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

III. MINUTES APPROVAL

1. Merrimac Select Board - Select Board Meeting - Jun 10, 2024 7:00 PM

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

IV. APPROVAL OF PAYROLL AND VENDOR WARRANT OF 06/10/24

1. Motion to approve

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

V. APPOINTMENTS

1. Recognition Pat True's Posthumous Gift to Affordable Housing Board

Carol Traynor talks of losing Pat True last December. True wanted her house to go to an affordable housing program. Traynor says True's dad had instilled the importance of having a home. Rather than donating the house itself-she donated the proceeds of her home sale to the affordable housing trust. Edward Greeley paid Greeley in the amount of 510,000. Sandy Venner as chair of Affordable Housing Board of Trustees talks of True's legacy through the donation. They appreciate the very generous check. Colleen Fiorello Thanks Carol Traynor for the care she gave True. Manni says it's an incredible gift to help citizens.

2. 7:00 PM Vanessa Johnson-Hall Greenbelt Conservation Restriction

Hoyt family has reached an agreement with greenbelt to acquire the property of 2025. Currently farmed by Leszciska. Greenbelt would apply for a grant. They would request a letter of intent from the town to hold a

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.

conservation restriction to an include with their grant. Bruno asks if the town has any rights to the property; just holding conservation restriction; greenbelt maintains the property. Greenbelt will be the landowners. Motion to write and sign the letter of intent for the conservation partnership

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

VI. CORRESPONDENCE

1. Departmental Reports
2. Fire Chief's New Command Vehicle
3. Merrimac COA Awarded New EV Vehicle through MEVA Collaboration
4. Merrimac COA Library Renovation Ribbon Cutting 07/18/24
5. Merrimac COA Awarded \$2500 Grant for Bike Audit by AARP
6. Commission on Disabilities

Chris Gaudet speaks to the piece of plowing equipment and is fine with the use of \$9000 of funds.

7. Motion to file correspondence

Manni says COA Director Brienne Walsh does a great job with grants. Minimal cost through the town because of partnership with Meva. Awarded bike audit grant-Bridget Bachellor and Walsh worked on it. They would like to eventually start an e bike system. Library renovation ribbon cutting on 7/18-renovations were funded through a grant. Manni thanks her for her effort and persistence.

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

VII. OLD BUSINESS

1. GFS Environmental Assessment Proposal-9 Burnside

Wayne Adams said he and Irina Gorzynski met for an hour with Mary Usovicz and light dept. Shares that Usovicz said there are 44 communities with light depts and are running into the same problems. Adams says it sounds slightly adversarial. Gorzynski says the items are separate from the Burnside Ln issue. Gorzynski believes Usovicz signed a contract to move forward on the study. Gorzynski says their main switch with National Grid is at 9 Burnside Ln. Due to potential future needs, they need to maintain the property. Gustison's understanding was they weren't asking to keep it as a substation. Gorzynski says the light dept is not doing anything until the study is done. Bruno says last time Mary said there was a study for \$3000. Gorzynski would like to table. Focus was about making sure the site is clean. They are not certain that light dept is involved in the master plan. Manni notes you return something the way it was or better. Manni and McLeod feel the land should be a town meeting issue. Bruno is concerned about what is being done with the \$30,000 proposal study Gorzynski mentioned. Manni says he would like to talk next meeting about the substation. Bruno asks that they get the contract. McLeod will contact the planning board about including the light dept in the master plan.

VIII. AGENDA ITEMS

1. Year End Transfer Requests

Finance committee has already approved

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

2. FY25 Annual Appointments by the Select Board

Manni and Town Clerk Gwen Lay Sabbagh discuss doing a swearing in ceremony at 6:30 before meeting on 7/8. Jen Penney will send appointments to the clerk.

Motion to appoint everyone is on the list including the members of the Council of Aging Board discusses vacancy-they should announce vacancies and put on website.

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

3. Swearing in Ceremony for New Appointments

4. Apply for Electrify Merrimac Grant

Carol Traynor asks to apply for Electrify Merrimac grant for the clock tower. The select board says they support it.

5. Discussion Regarding Board of Assessors

A new position added for a principal assessor. McLeod says the select board voted the job description-as read. Heather Roche says that she was hired as a clerk by McLeod and reported to same. All the work Roche does is signed off by the Board of Assessors. Everything she does in the office also has to be approved by the state. Asst. assessor would report to the principal assessor. Bruno brought it up because with the other elected boards, their person reports to the board. McLeod says they adopted the MA state legislation. McLeod's concern is what happens when you have a board managing on an human resources level. Gustison doesn't see that the current process is broke. Gorzynski feels it works as is. That the position should circle back to finance.

6. Master Plan Reimbursement

Invoice for the consultant they hired; motion for the chair to sign the housing choice invoice

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

7. Fire Chief and Asst. Chief Vacation Transfer Request

McLeod says the maximum of one week could be carried over; a motion is not needed if it's only a week

8. Active Transportation Infrastructure Investment Program ATTIP Support Letter

Motion to approve and sign

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

9. Municipal Notice: Host Community Agreement Determination: (MTC1245)

Host agreement; McLeod will send it to legal after July 1.

10. Resignation of James Killelea from Police Department

Motion to accept resignation

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

11. Rescind Conditional Offer Letter Thistlewood 061724

Motion to sign

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

12. Softball Field Fencing

Sinibaldi says they should just take care of any necessary safety concerns. Suggests breaking down the repairs into phases. He will reach out to the vendor to look at the proposal and separate into 4 action items.

13. Performance Evaluation-Danielle Cataldo-PHN

Brienne Walsh Danielle Cataldo works for Board of Health and Council on Aging. Walsh said it was delayed because she was waiting for feedback from the Board of Health. The hours are sufficient for what the needs are. Gorzynski says they are very lucky to have Cataldo in our employ. Walsh recommends the 1%.

Motion to accept Danielle Cataldo's review and approve the 1%

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

14. Comcast- Merrimac_ Letter of Support, Requested_ MBI Broadband Infrastructure Gap Networks Grant Program

15. Verizon-State Broadband Infrastructure Grant (MBI) - Merrimac

Gustison says last he heard they are not expanding fiber; mcLeod says they can offer support to both Verizon and Comcast; these are just letters of support. They sent sample letters. Motion to support both

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

16. Schedule Performance Evaluation- Carol McLeod

Manni will do it

17. Request for Approval for Funds from Town Buildings Account

Asking to have the funds moved from town hall maintenance. Motion to approve

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

IX. ADJOURN

1. Motion to adjourn at 8:20 PM

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



Merrimac Select Board

2 School Street

Merrimac, MA 01860

Meeting: 06/24/24 07:00 PM

Department: Merrimac Select Board

Category: Recognition

Prepared By: Jennifer Penney

Initiator: Jennifer Penney

Sponsors:

SCHEDULED

CORRESPONDENCE (ID # 8717)

DOC ID: 8717

Recognition Pat True's Posthumous Gift to Affordable Housing Board

Per request from Carol Traynor

COMMENTS - Current Meeting:

Carol Traynor talks of losing Pat True last December. True wanted her house to go to an affordable housing program. Traynor says True's dad had instilled the importance of having a home. Rather than donating the house itself-she donated the proceeds of her home sale to the affordable housing trust. Edward Greeley paid Greeley in the amount of 510,000. Sandy Venner as chair of Affordable Housing Board of Trustees talks of True's legacy through the donation. They appreciate the very generous check. Colleen Fiorello Thanks Carol Traynor for the care she gave True. Manni says it's an incredible gift to help citizens.



Agenda Item
Merrimac Select Board
06/24/24

7:00 PM Vanessa Johnson-Hall Greenbelt Conservation Restriction

Subject:

Attachments:

Request for Town to Hold Conservation Restriction on Greenbelt land

CR to Town Book 37616 Pg 208

eea-dcs-model-conservation-restriction May 2022 - Greenbelt Adapted

HoytFarmConservationProj_6.14.24

Merrimac Commitment to Hold CR 071618

From: [Vanessa Johnson-Hall](#)
To: [Chris Manni - Chairman](#); [Jennifer Penney - Select Board \(X3080\)](#); [Jerome Mathieu](#)
Cc: [Lucy Abisalih](#)
Subject: Request for Town to Hold Conservation Restriction on Greenbelt land
Date: Friday, June 14, 2024 2:41:39 PM
Attachments: [Merrimac Commitment to Hold CR 071618.pdf](#)
[eea-dcs-model-conservation-restriction May 2022 - Greenbelt Adapted.docx](#)
[CR to Town Book 37616 Pg 208.pdf](#)
[HoytFarmConservationProj_6.14.24.pdf](#)

Dear Chris, Jennifer, and Jerome,

I'm writing to request to appear before the Select Board at the upcoming June 24th meeting to request whether the Town would be willing to hold a Conservation Restriction on a future Greenbelt acquisition. As it is typically the Conservation Commission that has care and control of Conservation Restrictions, I would be pleased to also discuss this with the Conservation Commission. Greenbelt has a purchase & sale agreement with the George Williams Hoyt Trust to acquire Hoyt Farm in Merrimac. Our intention is to keep the property an active, commercial farm, while allowing public access on designated trails that will connect to the Town Forest. Greenbelt has until June 2025 to acquire the property.

As part of Greenbelt's fundraising, we are applying for a Commonwealth of Massachusetts Executive Office of Energy & Environmental Affairs [Conservation Partnership Grant](#) (deadline July 15). A requirement of this program is that Greenbelt grant a Conservation Restriction to another entity. We are hoping that the Town will agree to hold this Conservation Restriction.

You may recall that the Town holds a Conservation Restriction on the first of Greenbelt's Beaver Pond Conservation Area acquisitions (attached). Greenbelt was awarded a Conservation Partnership grant that assisted with our funding for that acquisition. At that time, the Town acquired the CR for \$10,000, which also helped Greenbelt with our fundraising effort. Greenbelt is not requesting any Town funds for the acquisition of Hoyt Farm; only that the Town hold the CR on an approximately 83-acre portion of Hoyt Farm. As we did for Beaver Pond, Greenbelt will draft the Conservation Restriction, manage all CR approvals, and pay for all recording fees, minimizing the Town's efforts and costs.

Greenbelt is requesting a letter of commitment from the Town indicating a willingness to hold the CR. Ideally, we'd have this letter in-hand by July 10. If the grant is awarded, Town Meeting would still have to authorize the Town to hold the Conservation Restriction. I have attached the letter of commitment the Town previously submitted to Greenbelt for our Conservation Partnership application for Beaver Pond.

I would be pleased to attend the Select Board meeting to share maps and additional information. We do not yet have a draft of a conservation restriction, but it would be based upon the Massachusetts Model CR (attached), allowing for agricultural activities and public trails.

Please let me know if you have any questions.

Thank you,
Vanessa

Vanessa Johnson-Hall
Director, Land Conservation Division
Greenbelt | Essex County's Land Trust
82 Eastern Avenue
MAIL TO: P.O. Box 1026
Essex, MA 01929
vkjohnson@ecga.org
Office / Mobile: (978) 768-7241 **x116**
ecga.org



GRANTOR: Essex County Greenbelt Association, Inc.
GRANTEE: Town of Merrimac
FOR GRANTOR'S TITLE SEE: Essex South District
 Registry of Deeds at Book 37397, Page 1, and Book
 37229 Page 133.

CONSERVATION RESTRICTION

The undersigned, ESSEX COUNTY GREENBELT ASSOCIATION, INC., a Massachusetts not for profit corporation having its principal office at 82 Eastern Avenue, Essex, Essex County, Massachusetts 01929, for our successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, hereby grant, with QUITCLAIM COVENANTS to the TOWN OF MERRIMAC, a Massachusetts municipal corporation, acting by and through its Conservation Commission by authority of Section 8C of Chapter 40 of the Massachusetts General Laws, having its principal office at 2 School Street, Merrimac, Essex County, Massachusetts 01860, and its permitted successors and assigns ("Grantee"), for consideration of \$10,000.00, IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction (the "Conservation Restriction" or the "Restriction") on land located in the Town of Merrimac, Essex County, Massachusetts containing the entirety of a 22.907-acre parcel of land ("Premises"), which Premises is shown as Lot 70-1-4 on a plan entitled "Boundary Plan Land of Jeffrey P. and Deborah F. Liacos Tax Map 7 Lot 1-4, November 16, 2016, Meridian Land Services, Inc.," recorded with the Essex South District Registry of Deeds in Plan Book 462, Plan 32, a reduced copy of which is attached hereto and incorporated herein as Exhibit A (see also the scrivener's affidavit recorded at Book 37229 Page 133).

I. PURPOSES

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the General Laws and otherwise by law. The purpose of this Conservation Restriction is to assure that the Premises will be maintained in perpetuity for conservation purposes, in a natural, scenic and undeveloped condition, and to prevent any use or change that would impair or interfere with its conservation and preservation values ("conservation values").

The Town of Merrimac, pursuant to Vote on Article 29 of the April 30, 2018 Town Meeting, approved of the acquisition of this Conservation Restriction and a copy of said Town Meeting Vote is attached hereto as Exhibit B.

The Premises was acquired utilizing, in part, assistance from the Conservation Partnership program which requires, by Chapter 312 of the Acts of 2008, the conveyance of this Conservation Restriction.

Address of Premises: 20-24 Battis Road, Merrimac, MA

Attachment: CR to Town Book 37616 Pg 208 (7:00 PM Vanessa Johnson-Hall Greenbelt Conservation Restriction)

The conservation values include the following:

- A. The Premises contributes to the protection of the scenic and natural character of Merrimac, and the protection of the Premises will enhance the open-space value of the Premises and nearby lands; and
- B. The Premises is abutting the 300-acre Merrimac Town Forest, owned by the Town of Merrimac, thereby increasing the ecological viability and scenic values of the area by further protecting wetlands and open space and creating robust landscape connectivity; and
- C. The Grantor has purchased the Premises for conservation purposes and for public enjoyment of this natural area, and intends to open the Premises to the public for passive recreation, including creating footpaths to further public access; and
- D. The Premises is identified as a "Tier 2" Conservation Focus Area in the 2016 Merrimac Valley Regional Conservation Plan, which Plan prioritizes the most critical lands to protect in the Merrimack watershed; and
- E. Protection of the Premises will further Goals 1 and 3 in the 2010 Merrimac Open Space & Recreation Plan by expanding the North-South open space corridor and preserving the water resources of Cobbler Brook; and
- F. The Premises contains approximately 15.75 acres of Prime 2 Forest Land, as identified by the Prime Forest Land data created by MassGIS and the USDA Natural Resources Conservation Service, thus this Restriction preserves an important forest resource; and
- G. The Premises contains approximately 3.25 acres of wetlands classified by the Massachusetts Dept. of Environmental Protection as wooded deciduous swamp. These wetlands are within an area of approximately 18.5 acres mapped as BioMap2 Core Aquatic Habitat and Critical Natural Landscape for Upland Buffer of Aquatic Core, as defined by the Massachusetts Natural Heritage and Endangered Species Program (2010). BioMap2 was designed to guide strategic biodiversity conservation in Massachusetts by focusing land protection and stewardship on the areas that are most critical for ensuring the long-term persistence of rare and other native species and their habitats, exemplary natural communities, and a diversity of ecosystems. BioMap2 is also designed to include the habitats and species of conservation concern identified in the State Wildlife Action Plan. Preserving the Core Aquatic Habitat and Upland Buffer of Aquatic Core is critical to the long-term health of the aquatic ecosystem; and
- H. Protection of the Premises will further protection of drinking water quality in a region that relies entirely on well-water by maintaining intact forest and healthy waterways; and
- I. The Premises contains "Slightly Above Average Landscape Diversity," as mapped by the Resilient and Connected Landscapes for Terrestrial Conservation dataset produced by The Nature Conservancy in 2016, which study identified sites that have the conditions necessary to support wildlife as species respond to climate change; and
- J. These and other conservation values of the Premises, as well as its current uses and state of improvement, are described in a Baseline Documentation Report ("87Baseline Report") prepared by Grantee with the cooperation of the Grantor, consisting of maps, photographs, and other documents and on file with the Grantee and referenced herein. The Baseline Report (i) is acknowledged by Grantor and Grantee to be a complete and accurate representation of the

condition and values of the Premises as of the date of this Conservation Restriction, (ii) is intended to fully comply with applicable Treasury Regulations, and (iii) is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein. Notwithstanding the foregoing, the parties may utilize other evidence of the condition of the Premises at the time of this grant other than the Baseline Report, should the Baseline Report be unavailable or if it does not adequately address the issues presented.

II. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, AND PERMITTED USES

A. Prohibited Acts and Uses. Subject to the exceptions set forth herein, the Grantor will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Premises:

1. Constructing, placing or allowing to remain any temporary or permanent building, structure, facility, or improvement, including but not limited to tennis courts, landing strips, mobile homes, swimming pools, asphalt or concrete pavement, signs, fences, billboards or other advertising displays, antennae, utility poles, towers, solar panels, solar arrays, conduits, lines or other temporary or permanent structures, facilities, or improvements on, above or under the Premises.
2. Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise making topographical changes to the area.
3. Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings generated off-site, waste or other substances or material whatsoever or the installation of underground storage tanks.
4. Cutting, removing or otherwise destroying native trees, grasses or other vegetation;
5. Planting, broadcasting, placement, disposal, transfer, destruction, composting, dumping, or otherwise preventable introduction of "invasive" plant species or any other nuisance or disease carrying species, as defined in *A Guide to Invasive Plants in Massachusetts* (Somers P. et al. 2006) or as amended or contained in a similar professionally acceptable publication available in the future.
6. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, wildlife habitat, or archaeological conservation.
7. Use, parking or storage of vehicles including cars, trucks, motorcycles, mopeds, all-terrain vehicles, trail bikes, or any other motorized vehicles on the Premises except for vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) in carrying out their official duties or as necessary for the mobility impaired.
8. Subdivision or conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), and no portion of the Premises may be used towards building or development requirements on this or any other parcel.

9. The use of the Premises for business, residential or industrial use, or for more than *de minimis* commercial recreation as defined in Section 2031(c) of the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder or any successor statute or regulation.
10. The disruption, removal, or destruction of the stone walls or granite fence posts on the Premises.
11. Any other use of the Premises or activity which is inconsistent with the purpose of this Conservation Restriction or which would impair the conservation values unless such use or activity is necessary in an emergency in the opinion of the Grantee and at the Grantee's sole discretion for the protection of the conservation values that are the subject of this Conservation Restriction.

B. Reserved Rights and Exceptions to Prohibited Acts and Uses. The Grantor reserves the right to conduct or permit the following activities and uses on the Premises, but only if such uses and activities do not impair the conservation values or purposes of this Conservation Restriction.

1. Vegetation Management. The selective minimal removal, pruning and cutting of vegetation to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Premises, including woods roads, trails, stone walls, and meadows, and the right to plant and maintain native vegetation.
2. Invasive Species Management. The removal of non-native or invasive species, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality.
3. Composting. The stockpiling and / or composting of stumps, trees, brush, limbs, and similar biodegradable materials originating predominantly on the Premises, provided that such stockpiling and composting is in locations where the presence of such activities will not impair the conservation values (including scenic values) of this Conservation Restriction. No such activities will take place closer than one hundred (100) feet from any wetland, waterbody or stream. Exercise of this reserved right shall take into account sensitive areas.
4. Habitat Improvement. Measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species of flora or fauna, including selective planting of native trees, shrubs and plant species, temporary fencing, and placement of bird nesting boxes.
5. Passive Recreational Activities. Passive recreational activities such as hiking, snowshoeing, cross-country skiing, and other like non-motorized outdoor recreational activities. Hunting and fishing is allowed with written Grantor permission and as otherwise allowed by law. Passive recreational activities are allowed provided that they do not materially alter the landscape or degrade environmental quality.
6. Trails. The marking, construction, clearing, maintenance and relocation of unpaved trails for Passive Recreational Activities by the public, provided said trails are not to exceed eight (8) feet in width. Trails may be constructed of dirt, stone dust, gravel or other natural and pervious material; in no case may they be paved.

7. Parking Area. With prior approval of the Grantee, the construction, repair, maintenance and replacement of one unpaved parking area for up to six (6) cars to accommodate public use of the Premises.
 8. Signage. The installation, maintenance, and replacement of signs and kiosks with respect to trail access, the location of boundary lines, the Grantee's interest in the Premises and the protected conservation values, permitted and prohibited uses and other regulations with respect to public use, as well as interpretive, informational or other similar signs designed to enhance public use.
 9. Limited Outdoor Recreational Structures. The construction, maintenance, repair and replacement of temporary structures and improvements directly related to or in support of Passive Recreational Activities described in Section II(B)5 above, including but not limited to boardwalks, one (1) wildlife viewing platform, fencing, and benches. Any said structure shall be supported by no more than minimal footings, piers, or sonotubes, and shall have no basement or slab;
 10. Site Restoration. Any work undertaken in conjunction with the Reserved Rights described in this Paragraph B shall seek to minimize disturbance to the conservation values and other natural features within the Premises that may be impacted as a result of exercising of any of the Reserved Rights described herein. Upon completion of any site work performed in conjunction with the Reserved Rights described in this Paragraph B, any disturbed areas shall be restored substantially to the condition with respect to soil material, grade, and vegetated ground cover as documented in the Baseline Report, as applicable, or in conformance with the condition with respect to soil material, grade, and vegetated ground cover that existed prior to said work, if said work is done in any area not documented in the Baseline Report.
 11. Archaeological Investigations. The right to conduct archaeological activities, including without limitation archaeological research, surveys, excavation and artifact retrieval, but only (a) after written notification to and approval by Grantee, and (b) in accordance with an archaeological field investigation plan prepared by or on behalf of the Grantor and approved in advance of such activity, in writing, by the Massachusetts Historic Commission ("MHC") State Archaeologist as required by Massachusetts General Laws. A copy of the results of any scientific investigation on the Premises is to be provided to the Grantee. Plans for restoration of the site of any archaeological activity shall be submitted to the Grantee in advance of restoration, and such restoration shall be conducted only in accordance with a plan approved by the Grantee.
 12. Other Activities. Such other non-prohibited activities or uses of the Premises may be permitted with the prior approval of the Grantee provided that the Grantee has made a finding, such finding to be documented in writing and kept on file at the office of the Grantee, that such activities are consistent with the Reserved Rights or, as applicable, are included in an approved Forest Stewardship Plan, do not impair the conservation values and purposes of this Conservation Restriction, and, where feasible, result in a net gain in conservation value of the Premises.
- C. **Best Management Practices.** Prior to exercising any right reserved by Grantor under Section II, Paragraph B that may result in more than *de minimis* surface alterations, the Grantor shall consult, if available, established, up to date, and regionally-applicable Best Management Practices or similar standards developed by a governmental agency such as the USDA Natural

Resources Conservation Service (NRCS) through its Massachusetts Field Office Technical Guide, Dept. of Conservation and Recreation (DCR), the Mass. Dept. of Agricultural Resources, or other entity with known expertise in the area of practice and designed to protect the natural features potentially affected by the action(s).

D. Permits, Regulations, Laws. The exercise of any right reserved by Grantor under Section II, Paragraph B shall be in compliance with then-current building, zoning, planning, and conservation regulations, bylaws, or ordinances applicable to the Premises, the Wetlands Protection Act (MGL Chapter 131, Section 40), and all other applicable federal, state and local laws, rules, regulations, and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth of Massachusetts takes any position whether such permit should be issued.

E. Notice and Approval.

1. Whenever notice to or approval by Grantee is required, Grantor shall notify Grantee, by a method requiring proof of receipt, in writing not less than 60 days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within 60 days of receipt of Grantor's request. Grantee's approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not impair the purposes of this Conservation Restriction.
2. Subject to any applicable law or regulation, failure of Grantee to respond in writing within 60 days shall be deemed to constitute approval by Grantee of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after 60 days in the notice, the requested activity is not prohibited herein, and the activity will not impair the conservation values or purposes of this Conservation Restriction. Where Grantee's written approval or finding is required, this Section II(E)(2) shall not apply.

III. LEGAL RIGHTS AND REMEDIES OF THE GRANTEE

- A. Legal and Injunctive Relief.** The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to their condition prior to the time of the injury complained of (it being agreed that the Grantee will have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction. Grantee agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the conservation values of the Conservation Restriction.
- B. Reimbursement of Costs of Enforcement.** Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred.

- C. **Boundary Disputes.** In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey and to have the boundaries permanently marked.
- D. **Non-Waiver.** Enforcement of the terms of this Conservation Restriction shall be at the discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.
- E. **Disclaimer of Liability.** By acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.
- F. **Acts Beyond the Grantor's Control.** Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes.
- G. **Actions to Prevent or Remedy Violations.** The Grantee shall have the right to take appropriate actions to prevent, abate, or remedy violations of this Conservation Restriction, including violations by non-parties.

IV. ACCESS

- A. **Access by the Grantee.** The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction. The Grantor also grants to the Grantee, after notice of a violation and failure of the Grantor to cure said violation, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines. The Grantee shall have the right to erect and from time to time replace, at appropriate locations near the boundaries of the Premises, suitable signs identifying the Grantee as the holder of this Conservation Restriction.
- B. **Access by the Public.** This Conservation Restriction also grants to the general public the right to enter upon any future trails developed by the Grantor for non-motorized, passive recreational purposes including, but not limited to, walking, jogging, hiking, wildlife observation, cross-country skiing, and snow shoeing. The Grantor and its successors and assigns shall permit the continuance of such entry by the public, provided that, in connection therewith, (1) any such activity shall be limited to daylight hours only unless Grantor provides permission for an exception; (2) all such activities shall be confined to the limits of designated trails; (3) no motor vehicles of any kind shall be permitted; (4) no hunting, trapping or discharge of firearms shall be conducted except with prior written permission of the Grantor; (5) no dumping, waste disposal, or littering of any kind is allowed; (6) no activity of more than a *de minimis* commercial nature is allowed; and (7) the public shall adhere to such reasonable rules and regulations as the Grantor or Grantee may establish and post from time to time regarding the access provided in this paragraph. Grantor may temporarily close trails from time-to-time as may be necessary in

order to conduct property and trail maintenance, vegetation management, and other reserved rights that may be incompatible with public use. To the extent permitted by law, the Grantor and the Grantee hereby expressly disclaim any duty to maintain the Premises or warn persons who may enter upon the same. Pursuant to M.G.L. Chapter 21, Section 17C, neither the Grantor nor the Grantee is liable to any member of the public for injuries to person or property sustained by such person or property while on the Premises in the absence of willful, wanton, or reckless conduct.

V. EXTINGUISHMENT

- A. **Termination only by Judicial Proceeding and Grantee's Right to Recover Proportional Value.** If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this Restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Commonwealth of Massachusetts Secretary of the Executive Office of Energy and Environmental Affairs. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph B below, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds and after complying with the terms of any gift, grant, or funding requirements. Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes set forth herein.
- B. **Proceeds.** Grantor and Grantee agree that the grant of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction bears to the value of the unrestricted Premises determined at the time of conveyance and represents all land development rights associated with the Premises, except as such rights may have been specifically retained pursuant to this Conservation Restriction. Such proportionate value of the Grantee's property right shall remain constant. Any proceeds will be distributed only after complying with the terms of any gift, grant, or other funding requirements.
- C. **Grantor/Grantee Cooperation Regarding Public Action.** Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in accordance with Paragraph B above, after complying with the terms of any law, gift, grant, or funding requirements. If less than a fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds like a continuing trust in a manner consistent with the conservation purposes of this grant.

VI. DURATION & ASSIGNABILITY

- A. **Running of the Burden.** The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable in perpetuity against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises, by the Grantee, its successors and assigns acting by and through its duly designated boards, commissions, employees, representatives or agents as holders of this Restriction.

- B. Execution of Instruments.** The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; the Grantor, on behalf of itself and its successors and assigns, appoints the Grantee its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree themselves to execute any such instruments upon request.
- C. Assignability; Running of the Benefit.** The benefits of this Conservation Restriction shall run to the Grantee, shall be deemed to be in gross and shall not be assignable by the Grantee, except the Grantee and its successors and assigns shall have the right to assign all or a portion of its right, title and interest hereunder to a "Qualified Organization" as defined in Section 170(h)(3) of the Internal Revenue Code provided that such assignee shall also be an eligible grantee of a conservation restriction as set forth in Chapter 184, Section 32 of the General Laws of Massachusetts, that such assignee is not an owner of the fee in the Premises, and provided further that, as a condition of such assignment, the assignee is required to hold this Conservation Restriction and enforce its terms for conservation purposes and ensure that the purposes of this Conservation Restriction continue to be carried out. Any assignment will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VII. SUBSEQUENT TRANSFERS

- A. Reference to Conservation Restriction in Future Deeds and Required Notification of Transfers.** The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which divests any interest in all or a portion of the Premises, including any leasehold interest or option, and to notify the Grantee in writing not less than thirty (30) days prior to the execution of such transfer. Any transfers shall receive prior approval by Grantee to assure that the Premises is transferred to a qualified conservation organization. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.
- B. Termination of Rights and Obligations.** The Grantor shall not be liable for violations occurring after their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

VIII. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within sixty (60) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance or non-compliance with any obligation of the Grantor contained in this Conservation Restriction.

IX. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title to, any part of the Premises without having first assigned this Conservation Restriction to a non-fee owner that is qualified under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder and is eligible to receive this Conservation

Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts in order to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

X. AMENDMENT

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31-33 of Chapter 184 of the General Laws of Massachusetts. Any amendments to this Conservation Restriction shall occur only in exceptional circumstances. The Grantee will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Conservation Restriction, shall not affect its perpetual duration, shall be approved by the Secretary of Energy and Environmental Affairs and if applicable, shall comply with the provisions of Article 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be recorded in the Essex South District Registry of Deeds.

XI. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the General Laws have been obtained, and it has been recorded in a timely manner in the Essex South District Registry of Deeds.

XII. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: Essex County Greenbelt Association, Inc.
ATTN: Director of Stewardship
82 Eastern Avenue
Essex, MA 01929
Phone: 978-768-7241

To Grantee: Town of Merrimac
Conservation Commission
2 School Street
Merrimac, MA 01860

With a
copy to: Town of Merrimac
Select Board
2 School Street
Merrimac, MA 01860

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

XIII. GENERAL PROVISIONS

- A. **Controlling Law.** The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.
- B. **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purpose of this Conservation Restriction and the policy and purposes of Chapter 184, Sections 31, 32, and 33 of the Massachusetts General Laws. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.
- C. **Severability.** If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of this Conservation Restriction shall not be affected thereby.
- D. **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Restriction, all of which are merged herein.

XIV. AFFIRMATIVE COVENANTS OF THE GRANTOR

- A. **Payment of Taxes.** The Grantor shall pay before delinquency all taxes, assessments, betterments, liens, fees and charges levied on or assessed against the Premises by any federal, state, or local government authority or other competent authority or entity (collectively "taxes"), and shall furnish the Grantee with satisfactory evidence of payment upon request.
- B. **Subordination of Mortgage.**
The Grantor attests that there is no mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises
- C. **Adverse Possession.** The Grantor represents and warrants that to the best of its knowledge no person has occupied or used the Premises without the Grantor's permission or has openly claimed ownership of the Premises as against the Grantor or the Grantor's predecessors in title or has conducted continuous activities or uses on the Premises (such as, but not limited to, logging, camping or similar uses). The Grantor agrees that if any such activity is observed now or in the future, the Grantor shall immediately notify the Grantee and shall cooperate with the Grantee to notify such persons of their wrongful entry onto the Premises.

XIV. MISCELLANEOUS

- A. **Pre-existing Public Rights.** Approval of this Conservation Restriction pursuant to Chapter 184, Section 32 of the Massachusetts General Laws by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

- B. Representations of the Grantee.** The Grantee represents that it is a "Qualified Organization" as that term is defined in Section 170(h)(3) of the Internal Revenue Code of 1986, as amended, and that it is an eligible donee of a conservation restriction as set forth in Chapter 184, Section 32 of the General Laws of Massachusetts, as amended.
- C. Prior Encumbrances.** This Conservation Restriction shall be in addition to and not in substitution of any other restrictions or easements of record affecting the Premises.
- D. Signature Pages and Exhibits.** Attached hereto and incorporated herein by reference are the following:

Grantor: Essex County Greenbelt Association, Inc.

Grantee: Town of Merrimac Conservation Commission

Approval by Town of Merrimac Select Board

Approval of the Secretary of Energy and Environmental Affairs

Exhibit A: Reduced Copy of Plan of Premises

Exhibit B: Certified Copy of Town Vote for Purchase of Conservation Restriction

WITNESS our hand and seal this 28th day of May, 2019,

ESSEX COUNTY GREENBELT ASSOCIATION, INC.

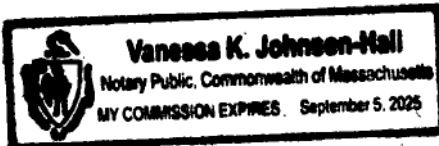
By: [Signature]
 Name: Katherine Bowditch
 Title: President
 Hereunto duly authorized

By: [Signature]
 Name: Kent Wosepka
 Title: Treasurer
 Hereunto duly authorized

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss:

On this 28th day of May, 2019, before me, the undersigned notary public, personally appeared Katherine Bowditch, and proved to me through satisfactory evidence of identification which was known personally to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose on behalf of Essex County Greenbelt Association, Inc.



[Signature]
 Notary Public
 My Commission Expires: 9/5/25

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss:

On this 28th day of May, 2019, before me, the undersigned notary public, personally appeared Kent Wosepka, and proved to me through satisfactory evidence of identification which was known personally to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of Essex County Greenbelt Association, Inc.

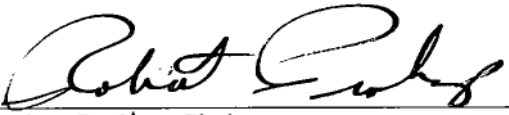


[Signature]
 Notary Public
 My Commission Expires: 9/5/25

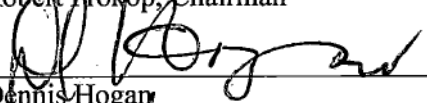
ACCEPTANCE OF GRANT BY TOWN OF MERRIMAC CONSERVATION COMMISSION

We, the undersigned, being a majority of the Conservation Commission of the Town of Merrimac, Massachusetts, hereby certify that at a public meeting duly held on May 28, 2019, the Conservation Commission voted to approve and accept the foregoing Conservation Restriction from Essex County Greenbelt Association, Inc. pursuant to M.G.L. Chapter 184 Section 32 and Chapter 40 Section 8C and do hereby accept the foregoing Conservation Restriction.

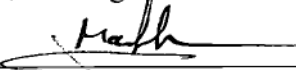
TOWN OF MERRIMAC CONSERVATION COMMISSION:


Robert Prokop, Chairman

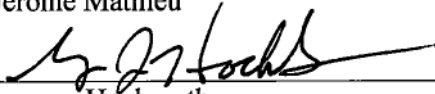
Jon Pearson

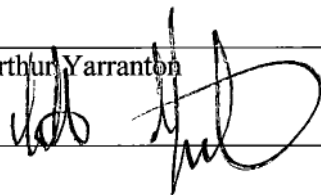

Dennis Hogan

Janet Terry


Jerome Mathieu

Arthur Yarranton

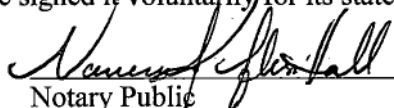

Gregory Hochmuth



COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss:

On this 28th day of May, 2019, before me, the undersigned notary public, personally appeared Robert Prokop, member of the Merrimack Conservation Commission, and proved to me through satisfactory evidence of identification which was known personally to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.


Notary Public
My Commission Expires:



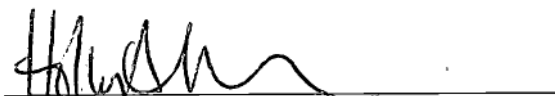
APPROVAL OF SELECT BOARD

We, the undersigned, being a majority of the Select Board of the Town of Merrimac, hereby certify that at a public meeting duly held on May 28, 2019, the Select Board voted to approve the foregoing Conservation Restriction from Essex County Greenbelt Association, Inc. to the Town of Merrimac acting by and through its Conservation Commission in the public interest pursuant to Section 32 of Chapter 184 of the General Laws of Massachusetts.

SELECT BOARD:


Joel D. Breen, Chairman

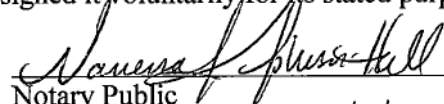

Ralph W. Spencer, Clerk

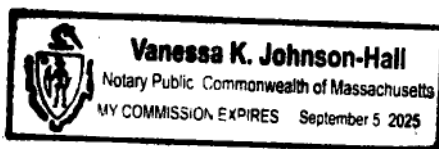

Holly Moran

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss:

On this 28th day of May, 2019, before me, the undersigned notary public, personally appeared Joel D. Breen, Chair, member of the Merrimac ~~Select Board~~ ^{Conservation Commission}, and proved to me through satisfactory evidence of identification which was known personally to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.


Notary Public
My Commission Expires: 9/5/25



**APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from Essex County Greenbelt Association, Inc. to the Town of Merrimac acting by and through its Conservation Commission has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: 6/21/19, 2019

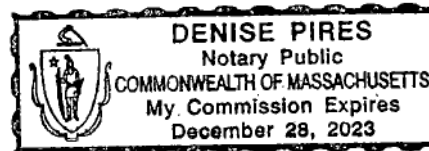
K. Theoharides
KATHLEEN A. THEOHARIDES
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this day of 6/21, 2019, before me, the undersigned notary public, personally appeared KATHLEEN A. THEOHARIDES, and proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Denise Pires
Notary Public
My Commission Expires: 12/28/23



Attachment: CR to Town Book 37616 Pg 208 (7:00 PM Vanessa Johnson-Hall Greenbelt Conservation Restriction)

EXHIBIT A: Reduced Copy of Plan of Premises

For official full size plan see Essex South District Registry of Deeds Plan Book 462, Plan 32, and scrivener's affidavit recorded at Book 37229 Page 133.

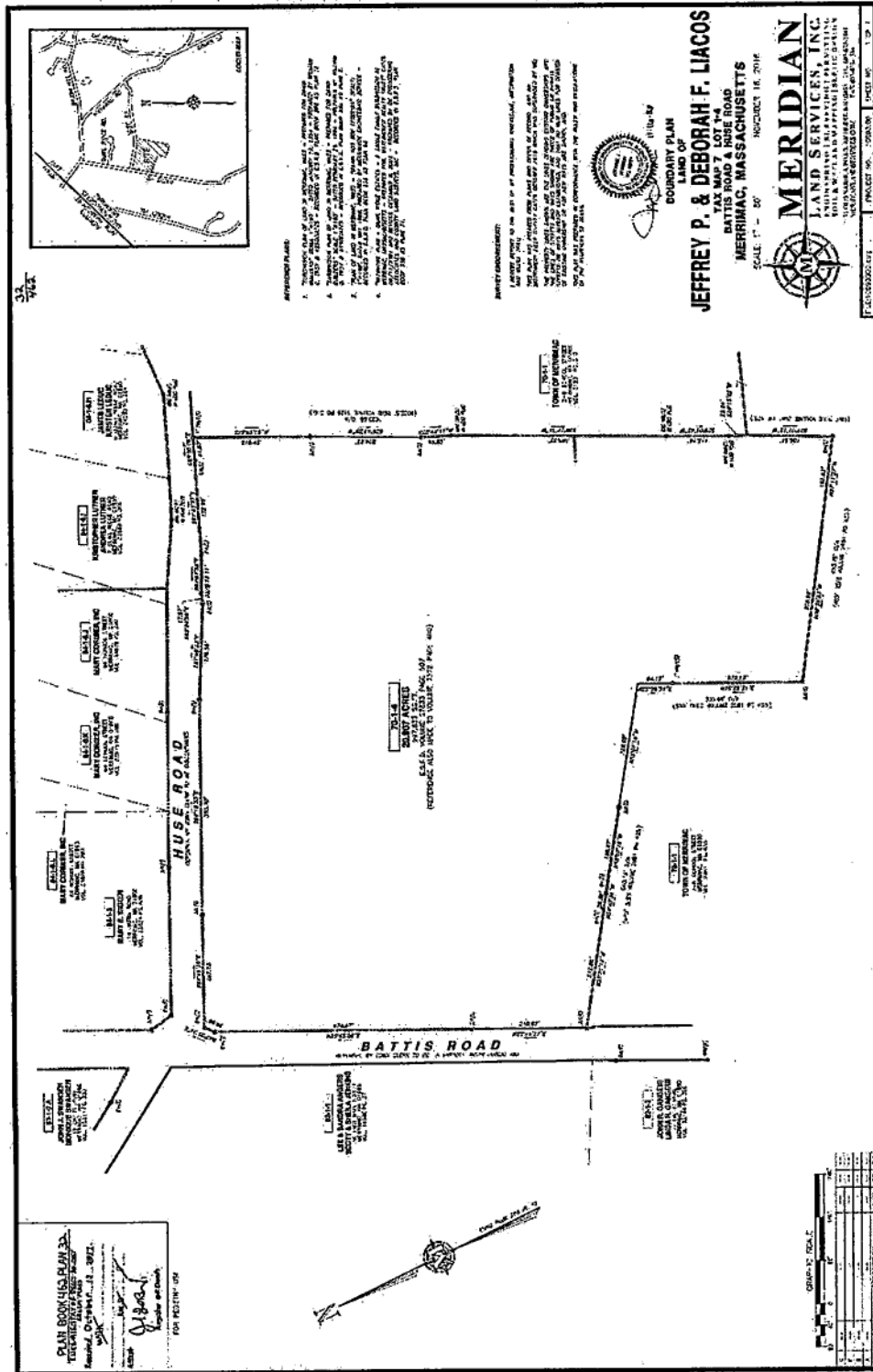


EXHIBIT B:
Certified Copy of Town Vote for Purchase of Conservation Restriction

Attachment: CR to Town Book 37616 Pg 208 (7:00 PM Vanessa Johnson-Hall Greenbelt Conservation Restriction)



Office of the Town Clerk
2 School Street, Town Hall
Merrimac, MA 01860

ANNUAL TOWN MEETING, APRIL 30, 2018

COPY OF ARTICLE WARRANT

Article 29: To see if the Town of Merrimac will vote to appropriate and transfer from the Open Space Fund the sum of **\$10,000** to purchase a Conservation Restriction from Essex County Greenbelt Association, Inc. on a 22 +/- acre parcel of land located at 22-24 Battis Road, Merrimac, shown as Assessor's Parcel Map 70-1-4, said Conservation Restriction to be held in the care, custody and control of the Conservation Commission in accordance with MGL Chapter 40, Section 8C for conservation and passive recreation purposes, and authorize the Board of Selectmen, Conservation Commission, and/or other boards and committees to enter into all agreements and execute any and all instruments as may be necessary or convenient on behalf of the Town on such terms as they deem appropriate to effectuate the purposes of this article, or take any action thereon or relative thereto.

COPY OF THE VOTE: April 30, 2018

Article 29: The Town voted to appropriate and transfer from the Open Space Fund the sum of **\$10,000** to purchase a Conservation Restriction from Essex County Greenbelt Association, Inc. on a 22 +/- acre parcel of land located at 22-24 Battis Road, Merrimac, shown as Assessor's Parcel Map 70-1-4, said Conservation Restriction to be held in the care, custody and control of the Conservation Commission in accordance with MGL Chapter 40, Section 8C for conservation and passive recreation purposes, and authorize the Board of Selectmen, Conservation Commission, and/or other boards and committees to enter into all agreements and execute any and all instruments as may be necessary or convenient on behalf of the Town on such terms as they deem appropriate to effectuate the purposes of this article.

2/3 vote required

Hand Vote
Unanimous
Article Adopted

A TRUE COPY ATTEST

Gwendolyn Lay
GWENDOLYN LAY, Town Clerk
Merrimac, Massachusetts

A TRUE COPY

ATTEST:

TOWN CLERK

Attachment: CR to Town Book 37616 Pg 208 (7:00 PM Vanessa Johnson-Hall Greenbelt Conservation Restriction)

Some information contained in this document refers to federal income tax deductions. Nothing contained herein shall be construed as legal advice for those seeking federal income tax deductions. Anyone seeking a federal income tax deduction is encouraged to seek legal counsel and other professional assistance.

Italics indicate guidance to drafter

[plain text in brackets is optional or alternate language]

****NOTE TO DRAFTER:** Please use track changes and comments to show and explain deviations from the Model CR. This will be very helpful for the EEA CR Reviewer**

GRANTOR:

GRANTEE: Essex County Greenbelt Association,
Inc.

ADDRESS OF PREMISES:

FOR GRANTOR’S TITLE SEE: Southern Essex
District Registry of Deeds at Book _____, Page

GRANT OF CONSERVATION RESTRICTION

I. STATEMENT OF GRANT

[Enter Grantor name(s), marital status if applicable, address, County (and state or country if not in MA)], being the [enter ownership – sole, joint, etc...] owner of the Premises as defined herein, constituting all of the owner(s) of the Premises as defined herein, for my successors and assigns (“Grantor”), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grant, with QUITCLAIM COVENANTS, to [enter Grantee(s) legal name and address. If more than one Grantee, specify Primary Grantee and Secondary Grantee (see Paragraph III for further references to CRs with two grantees). If the Grantee is a municipality, insert name of municipality, acting by and through its Conservation Commission by authority of Section 8C of Chapter 40 of the Massachusetts General Laws, if Grantee is a Water Commission, then by authority of Section 41 of Chapter 40 of the Massachusetts General Laws, or if held by another government body then it must be eligible to hold a CR and add citation to the relevant statutory authority.], their permitted successors and assigns (“Grantee”), for [Enter the amount of the consideration or enter “for nominal consideration” or “for charitable consideration as this conveyance is to be considered and characterized as a gift [in accordance with 26.U.S.C. Section 170(h)]” but DO NOT use “and other valuable consideration”], IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on land located in [Name of City or Town] containing [Enter either: “the entirety of a XX-acre parcel of land” OR “a XX-acre portion of a XX-acre property] (“Premises”), which Premises is

more particularly described in Exhibit A¹ and shown in the attached reduced copy of a survey plan in Exhibit B², both of which are incorporated herein and attached hereto. *[Use the following sentence if the CR has two Grantees: As used herein, the terms “Grantee” and “Grantees” shall refer to the Primary Grantee and the Secondary Grantee collectively.]*

The [fee interest in the Premises *or* Conservation Restriction] was acquired utilizing, in part, Community Preservation Act funds pursuant to Chapter 44B of the Massachusetts General Laws, which funds were authorized for such purposes by a vote of the [enter municipality name] Town Meeting [or City Council Meeting] held on [enter date of Town Meeting or City Council Meeting that authorized use of CPA funds], an attested copy of which vote is attached hereto as Exhibit C (the “CPA Vote”). Pursuant to Section 12(b) of Chapter 44B of the Massachusetts General Laws, and pursuant to the CPA Vote, the fee interest in the Premises, and therefore the management of the Premises, is under the care, custody, and control of the Conservation Commission of the City/Town of _____.

II. PURPOSES

This Conservation Restriction is defined in and authorized by Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purposes of this Conservation Restriction (“Purposes”) are to ensure that the Premises will be maintained in perpetuity in its natural, scenic, or open condition *[and, if applicable, choose which may apply, and available for agricultural use, forestry use, passive outdoor recreational use, or community park use]*, and to prevent any use or change that would materially impair the Conservation Values (as defined below).

[Choose from below, if applicable, for CRs connected with state or federal funding, permits, etc]

[Permit Requirement] This Conservation Restriction is required by *[Describe all permits by issuing agency and permit number and recording information and a brief description of the permitted activity or project, i.e., commercial development, subdivision, etc.]*

[LAND Grant] The [fee interest in the Premises *or* Conservation Restriction] was acquired utilizing, in part, assistance from the Local Acquisitions for Natural Diversity (LAND) program pursuant to Section 11 of Chapter 132A of the Massachusetts General Laws and Section 2A of Chapter 286 of the Acts of 2014, and therefore the Premises is subject to a LAND Grant Project Agreement (“Project Agreement”) recorded at the [enter proper name] Registry of Deeds in Book _____ Page _____.

[Conservation Partnership] The [fee interest in the Premises *or* Conservation Restriction] was acquired utilizing, in part, assistance from the Conservation Partnership program which requires,

¹ The Legal Description of a CR must contain metes and bounds measurements pursuant to MGL c. 184 s. 26(c) – this requirement can be satisfied with a narrative metes and bounds description OR with a reference to a recorded plan that contains metes and bounds measurements. When using a plan, identify the following: the name or label for the pertinent parcel or CR area, the title of the plan, etc.

² If a recorded plan is being used as the legal description, attach a reduced copy of the recorded plan in Exhibit B. The CR area and any excluded areas or building envelopes must be clearly marked.

pursuant to Section 2A of Chapter 286 of the Acts of 2014, the conveyance of this Conservation Restriction.

[Landscape Partnership] The [fee interest in the Premises *or* Conservation Restriction] was acquired utilizing, in part, assistance from the Landscape Partnership program pursuant to Section 2A of Chapter 286 of the Acts of 2014 (the “Landscape Partnership Grant”), and therefore the Premises is subject to a Landscape Partnership Grant Program Project Agreement (“Project Agreement”) recorded at the [enter county] County Registry of Deeds at Book _____ Page _____.

[PARC] The [fee interest in the Premises *or* Conservation Restriction] was acquired utilizing, in part, assistance from the Parkland Acquisitions and Renovations for Communities (PARC) program pursuant to Section 2A of Chapter 286 of the Acts of 2014, and therefore the Premises is subject to a Project Agreement (“PARC Project Agreement”) recorded at the [enter county] County Registry of Deeds at Book _____ Page _____.

[Drinking Water Supply Protection Program] The [fee interest in the Premises *or* Conservation Restriction] was acquired utilizing, in part, assistance from the Drinking Water Supply Protection program, pursuant to Chapter 312 of the Acts of 2008, § 2A, 2200-7017 and therefore the Premises is subject to a Project Agreement recorded with [enter county] Registry of Deeds at Book _____, Page _____.

[Land and Water Conservation Fund] The [fee interest in the Premises *or* Conservation Restriction] was acquired utilizing, in part, assistance from the National Park Service Land and Water Conservation Fund (L&WCF), authorized by the Land and Water Conservation Fund Act of 1965, Stat. 897 (1964), Public Law 88-578, as it may be amended, such assistance described under Project Agreement Number #_____, recorded at the [enter county] Registry of Deeds at Book _____ Page _____.

[Conservation Land Tax Credit] The [fee interest in the Premises *or* Conservation Restriction] was acquired utilizing, in part, the Conversation Land Tax Credit Program authorized under the Chapter 509 Acts of 2008 Sections 1-4 as amended by Chapter 409 Acts of 2010 Sections 4-13 of the Massachusetts General Court.

The Conservation Values protected by this Conservation Restriction include the following:

[Use the examples listed below that apply to the Premises and adapt them to the specific conditions of the Premises and add other Conservation Values not stated below as applicable. Provide detailed information rather than broad generalities. The Conservation Values should sufficiently describe the features of the Premises that necessitate its permanent protection and that provide a significant public benefit.]

- A. **Open Space.** The Premises contributes to the protection of the scenic and natural character of [Municipality]. The Premises abuts land already conserved, including *[If applicable, list abutting or nearby lands already conserved, e.g., ‘the 12,455 acre Mount Greylock*

State Reservation’] and the protection of the Premises will enhance the open-space value of these lands.

- B. **Floodplain.** The *[Enter ‘majority’ or acreage or ‘a portion of’, as applicable]* of the Premises lies within the 100-year floodplain of the *[Enter the name of the river/stream/water body and reference the data source]*. The protection of this floodplain will ensure the continued availability of this flood storage during major storm events.
- C. **Soils and Soil Health.** The Premises includes ____ *[Enter acreage or ‘a majority of’ or ‘a portion of’ as preferred]* of *[Enter all Farm and Forest Land soil types that apply, e.g., Prime Farmland, Farmland of Unique Importance, Farmland of Statewide Importance, Prime Forest Land, Forest Land of Statewide Importance, Forest Land of Local Importance, etc. Use Mass GIS’ OLIVER to explore these soil types - http://maps.massgis.state.ma.us/map_ol/oliver.php]* as identified by the USDA Natural Resources Conservation Service. The protection of the Premises will promote healthy soils and healthy soils practices as such terms are defined in Chapter 358 of the Acts of 2020, which added definitions of these terms to Section 7A of Chapter 128 of the Massachusetts General Laws.
- D. **Wildlife Habitat.** The Premises includes areas designated by the MA Division of Fisheries and Wildlife acting by and through its Natural Heritage and Endangered Species Program (NHESP) as “Priority Habitats of Rare and Endangered Species”, the protection of which aligns with NHESP’s wildlife and habitat protection objectives. *[Look for other NHESP characteristics, such as vernal pools, potential habitat, and natural communities]*
- E. **Public Access.** Public access to the Premises will be allowed for *[Enter activities, e.g., passive outdoor recreation, education, nature study. Also explain here how the Premises connects with other Public Access opportunities, if applicable. E.g., ‘The Premises will permanently conserve 1.3 miles of the Bay Circuit Trail & Greenway, a 230-mile trail that connects 37 towns in the Greater Boston area from Plum Island to Kingston Bay and provides close-to-home multi-use recreational opportunities to millions of Massachusetts residents.’]*
- F. **Biodiversity.** The Premises includes areas designated as *[Enter here the components of BioMap2 that overlap with the Premises, e.g., Core Habitat, Critical Natural Landscape, - <http://maps.massgis.state.ma.us/dfg/biomap2.htm>]*, as defined by the Massachusetts Natural Heritage and Endangered Species Program. BioMap2, published in 2010, was designed to guide strategic biodiversity conservation in Massachusetts over the next decade by focusing land protection and stewardship on the areas that are most critical for ensuring the long-term persistence of rare and other native species and their habitats, exemplary natural communities, and a diversity of ecosystems. *BioMap2* is also designed to include the habitats and species of conservation concern identified in the State Wildlife Action Plan.
- G. **Habitat Connectivity and Ecosystem Integrity.** The Premises includes areas identified by the UMass Conservation Assessment and Prioritization System (CAPS) as *[Describe*

here the CAPS designation –

<https://www.umass.edu/landeco/research/caps/data/iei/iei.html>]. CAPS measures the ecosystem integrity of land and can be used to demonstrate the value of land as having outstanding unfragmented habitat value

- H. **Water Quality.** *[Explain here how protection of the Premises will maintain or improve water quality on the Premises or in a connected water body. E.g., ‘Protection of a Forest Core area or other large, forested landscape can help maintain water quality for public drinking water; protection of a riparian corridor can help maintain water quality critical to cold water fisheries’];*
- I. **Wetlands.** The *[Enter type of wetland]* wetlands on the Premises provide valuable habitat for a diverse array of wildlife species as well as provide the many other public benefits of wetlands protection recognized by the Commonwealth of Massachusetts (Section 40 of Chapter 131 of the Massachusetts General Laws).
- J. **Indigenous Cultural Landscape.** *Explain here how the protection of the Premises ensures protection of an area important to Indigenous cultural heritage. E.g., “The Premises is identified by _____ as an Indigenous cultural landscape with attributes relevant to the intrinsic values of contemporary Indigenous communities within the Commonwealth of Massachusetts.*
- K. **Working Farmland and/or Forest Land.** The protection of the Premises will ensure that the open fields and forests contained on the Premises will be permanently available for agriculture and forestry that is consistent with the Purposes.
- L. **Climate Change Resiliency.** The Premises is identified as an area of _____ *[average, slightly above average, above average, far above average]* Terrestrial *[or Coastal, as applicable]* Resilience according to The Nature Conservancy’s (TNC) Resilient Land Mapping Tool, including _____ Landscape Diversity and _____ Local Connectedness. TNC’s Resilient Land Mapping Tool was developed in order to map ‘climate-resilient’ sites that are ‘more likely to sustain native plants, animals, and natural processes into the future.’ The protection of these climate resilient sites is an important step in both reducing human and ecosystem vulnerability to climate change and adapting to changing conditions. *[Link to TNC’s Resilient Land Mapping Tool: <http://maps.tnc.org/resilientland/>]*
- a. Also see the UMass Amherst I-CARES model, which may be used to demonstrate significant climate resilience for reducing heat islands and flooding.
- M. **Heritage Landscape Inventory.** The Premises is located within a Massachusetts Department of Conservation and Recreation (DCR) *[Insert here ‘Agricultural’, ‘Archaeological’, ‘Civic’, etc.]* Heritage Landscape, as determined by the DCR Heritage Landscape Inventory of 2012. Heritage Landscapes are vital to the history, character, and quality of life of communities. Heritage landscapes are the result of human interaction with the natural resources of an area, which influence the use and development of land and

contain both natural and cultural resources, such as cemeteries, parks, estates, and agricultural properties.

- a. *[Explore heritage landscapes here: <http://maps.massgis.state.ma.us/dcr/hli/>]*
- N. **Historic and Archaeological Resources.** Conservation and appropriate management of the Premises has an important public benefit by preserving historic and archeological resources within the Premises. *[Consult with the Massachusetts Historical Commission for specific information to include in this stipulation.]*
- O. **Water Supply.** The Premises includes [Zone I, II Wellhead Protection Areas, Zone A, B, C Surface Water Supply Protection Areas– as identified by the MA Department of Environmental Protection], the protection of which is critical to maintaining the public drinking water supply.
- P. **Consistency with Clearly Delineated Federal, State, or Local Governmental Conservation Policy.** *[Explain here how protection of the Premises advances a governmental policy regarding conservation of natural resources, such as the State Wildlife Action Plan, the Statewide Comprehensive Outdoor Recreation Plan, a local Comprehensive or Open Space and Recreation Plan, or any other federal, state, or local governmental conservation policy, report, etc. This is where CRs commonly cite the IRS definitions of ‘conservation purposes’ found at 26 CFR 1.170A-14(d)(1), or other IRS definitions regarding ‘qualified conservation contributions’ found at 26 CFR 1.170A-14.]*
- Q. *[Add any other applicable conservation values that the CR will help to protect]*

III. PROHIBITED and PERMITTED ACTS AND USES

A. Prohibited Acts and Uses

The Grantor will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Premises:

1. Structures and Improvements. Constructing, placing, or allowing to remain any temporary or permanent structure including without limitation any building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, graveled area, roads, sign, fence, gate, billboard or other advertising, antenna, utilities or other structures, utility pole, tower, solar panel, solar array, conduit, line, septic or wastewater disposal system, storage tank, or dam;
2. Extractive Activities/Uses. Mining, excavating, dredging, withdrawing, or removing soil, loam, peat, gravel, sand, rock, surface water, ground water, or other mineral substance or natural deposit, or otherwise altering the topography of the Premises;

3. Disposal/Storage. Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings, liquid or solid waste or other substance or material whatsoever;
4. Adverse Impacts to Vegetation. Cutting, removing, or destroying trees, shrubs, grasses or other vegetation;
5. Adverse Impacts to Water, Soil, and Other Features. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, natural habitat, archaeological conservation, or ecosystem function;
6. Introduction of Invasive Species. Planting or introducing any species identified as invasive by the Massachusetts Invasive Plant Advisory Group or identified as invasive in such recognized inventories as the Massachusetts Introduced Pests Outreach Project, the Northeast Aquatic Nuisance Species Panel, or other such inventories, and any successor list as mutually agreed to by Grantor and Grantee;
7. Motor Vehicles. Using, parking, or storing motorized vehicles, including motorcycles, mopeds, all-terrain vehicles, off-highway vehicles, motorboats or other motorized watercraft, snowmobiles, launching or landing aircraft, or any other motorized vehicles, acknowledging that vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) may have a legal right to enter the Premises;
8. Subdivision. Subdividing or conveying a part or portion of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), it being the Grantor's and Grantee's intention to maintain the entire Premises under unified ownership;
9. Use of Premises for Developing Other Land. Using the Premises towards building or development requirements on this or any other parcel;
10. Adverse Impacts to Stone Walls, Boundary Markers. *[Add, delete, or edit, if applicable]* Disrupting, removing, or destroying stone walls, granite fence posts, or any other boundary markers;
11. *[Add any other prohibited acts or uses on the Premises;]*
12. Residential or Industrial Uses. Using the Premises for residential or industrial purposes;
13. Inconsistent Uses. Using the Premises for commercial purposes that are inconsistent with the Purposes or that would materially impair the Conservation Values, or for any other uses or activities that are inconsistent with the Purposes or that would materially impair the Conservation Values.

B. Permitted Acts and Uses

Notwithstanding the Prohibited Acts and Uses described in Paragraph III.A., the Grantor may conduct or permit the following acts and uses on the Premises, provided they do not materially impair the Purposes and/or Conservation Values. In conducting any Permitted Act and Use, Grantor shall minimize impacts to the Conservation Values to ensure any such impairment thereto is not material.

[Add, delete, or edit any acts or uses the Grantor wishes to engage in or permit and provide comments in the margins explaining the intention behind such addition(s), deletion(s), and/or edit(s).]

1. Vegetation Management. Maintaining vegetation, including pruning, trimming, cutting, and mowing, and removing brush, all to prevent, control, and manage hazards, disease, insect or fire damage, and/or in order to maintain the condition of the Premises as documented in the Baseline Report (see Paragraph XV.);
2. Non-native, Nuisance, or Invasive species. Removing non-native, nuisance, or invasive species, interplanting native species, and controlling species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
3. Composting. Stockpiling and composting stumps, trees, brush, limbs, and similar biodegradable materials originating on the Premises. *[Add fact specific limitations as needed, such as wetland setbacks];*
4. Natural Habitat and Ecosystem Improvement. With prior written approval of the Grantee, conducting measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, ecosystem function, or rare or endangered species including planting native trees, shrubs, and other vegetation;
5. Indigenous Cultural Practices. *[With prior written notice or approval of the Grantee],* allowing indigenous peoples to:
 - a. Conduct cultural land ceremonial uses. Cultural practices are defined, for the purposes of this Conservation Restriction, as including traditional spiritual ceremonies, seasonal celebrations, offerings, and cultural, educational, and interpretive programming; and
 - b. Harvest plant-life for traditional cultural practices, using methods which, in the sole judgment of the Grantee, ensure sustainable populations of the harvested species within the Premises, including regrowth and replanting; *[in some areas there are published lists, so this could be added: Plants and plant materials that may be removed include those referenced in _____.]*
6. Trails. Maintaining and constructing trails as follows:
 - a. Trail Maintenance. Conducting routine maintenance of trails, which may include widening trail corridors up to X (X) feet in width overall, with a treadway up to Y (Y) feet in width. *[drafters are encouraged to review*

professional guidance for appropriate trail and treadway widths, such as AMC's or DCR's guidance.]

- b. New Trails. With prior written approval of the Grantee, constructing new trails or relocating existing trails, provided that any construction or relocation results in trails that conform with the width limitations above.
 - c. Trail Features. With prior written approval of the Grantee, constructing bog bridging, boardwalks, footbridges, railings, steps, culverts, benching, cribbing, contouring, or other such features, together with the use of motorized equipment to construct, repair or replace such features;
7. Signs. Constructing, installing, maintaining, and replacing signs and informational kiosks with respect to the Permitted Acts and Uses, the Purposes, the Conservation Values, trespass, public access, identity and address of the Grantor, sale of the Premises, the Grantee's interest in the Premises, boundary and trail markings, any gift, grant, or other applicable source of support for the conservation of the Premises;
 8. Motorized Vehicles. Using motorized vehicles by persons with mobility impairments [provided however the manner of such motorized vehicle use is approved in advance by Grantee] [and as otherwise permitted herein]. *[Add references to other Permitted Acts and Uses for which motorized vehicles may be used, such as Forest Management, Agricultural Activities, etc.]*
 9. Outdoor Passive Recreational and Educational Activities. Fishing, canoeing and other non-motorized boating, swimming, hunting, trapping *[delete if hunting is to be prohibited or clarify whether Grantor reserves right unto him/herself and/or that hunting may only be allowed with express permission of the Grantor], [include, delete from, or supplement the following list]* hiking, horseback riding, cross-country skiing, snowshoeing, ice-skating, nature observation, nature and educational walks and outings, outdoor educational activities, and other non-motorized outdoor recreational and educational activities;
 10. Forest Management. *[If the CR is to allow harvest of forest products, or other forest management activities that exceed the scope of those described in sub-paragraph (c), include sub-paragraphs (a) and (b) below, otherwise delete (a) and (b) and allow (c) to stand alone]*
 - a. Permitted Activities. Conducting sound silvicultural uses of the Premises, including the right to harvest forest products (as such term may be defined from time to time in Section 1 of Chapter 61 of the Massachusetts General Laws, or successor law) or conduct other forest management activities, reestablish historic woods roads and establish new woods roads, and the use of motorized vehicles, all as necessary to conduct such activities ("Forestry Activities"), provided that any Forestry Activities are carried out pursuant to a Forest Stewardship Plan (as defined below). All Forestry Activities shall avoid any stone structures or historical and cultural resources and shall prevent damage thereto to the extent feasible. All cutting operations shall be supervised by a licensed forester.

- b. Requirement of a Forest Stewardship Plan. Before any Forestry Activities occur on the Premises, Grantor shall submit a Forest Stewardship Plan to the Grantee, the Massachusetts Department of Conservation and Recreation (“DCR”) or appropriate successor agency, and to any other required state agencies for their approval. The Forest Stewardship Plan shall:
 - i. be prepared by a forester licensed through DCR and shall follow the “Directions for the Preparation of the Chapter 61 Forest Management Plans and Forest Stewardship Plans” (as such guidelines may be amended by DCR or its successor agency) and such statutes, regulations and directions in effect at the time of the approval of said Forest Stewardship Plan; and
 - ii. include provisions designed to comply with the recommended activities and guidelines and required best management practices established in the Massachusetts Forestry Best Management Practices Manual (Catanzaro, Fish & Kittredge, University of Massachusetts, Amherst & DCR; 2013) and subsequent versions as may be approved by the Massachusetts Bureau of Forest Fire Control and Forestry (“Forestry BMPs”); and
 - iii. address how the Forest Stewardship Plan complies with this Paragraph II.B.10; and
 - iv. be effective for a ten (10) year period and shall be resubmitted once every ten (10) years as necessary if additional Forestry Activities are desired.
- c. Harvesting For Personal Use. The sustainable cutting of trees only for the Grantor’s personal use, not to exceed xxx board feet [*consider property-specific advice from forester*] or XX cords [*consider 0.5 cords/acre/year*] or equivalent volume, shall not require a Forestry Plan provided that any such cutting complies with the Forestry BMPs.

11. Agricultural Activities.

- a. Permitted Activities. “Agricultural Activities” are collectively defined as “Animal Husbandry” and “Horticulture,” defined below:
 - i. Animal Husbandry. Raising animals, including but not limited to dairy cattle, beef cattle, poultry, sheep, swine, horses, ponies, mules, goats, and bees, for the purpose of using, consuming, or selling such animals or a product derived from such animals in the regular course of business; or when primarily and directly used in a related manner which is incidental thereto and represents a customary and necessary use in raising such animals and preparing them or the products derived therefrom for use, consumption, or market.
 - ii. Horticulture. Raising fruits, vegetables, berries, nuts, and other foods for human consumption, feed for animals, flowers, trees, nursery or greenhouse products, and ornamental plants and shrubs, all for the purpose of selling such products in the regular course of business; or

when primarily and directly used in raising forest products under a Forest Stewardship Plan designed to improve the quantity and quality of a continuous crop for the purpose of using, consuming, or selling these products in the regular course of business; or when primarily and directly used in a related manner which is incidental to those uses and represents a customary and necessary use in raising such products and preparing them for use, consumption, or market.

- b. Requirement to Follow Best Agricultural Practices. Agricultural Activities shall be conducted in a manner consistent with generally accepted best management practices for sustainable farming as those practices may be identified from time to time by appropriate governmental or educational institutions such as the USDA Natural Resources Conservation Service (NRCS), UMass Extension, Northeast Organic Farming Association (NOFA), Massachusetts Department of Agricultural Resources, and the like, (collectively, “Best Agricultural Practices”) and in a manner that promotes healthy soils and healthy soil practices, as such terms are defined in Chapter 358 of the Acts of 2020, which added definitions of these terms to Section 7A of Chapter 128 of the Massachusetts General Laws (“Healthy Soils and Practices”), and in a manner that does not hinder the ability of future generations to engage in Agricultural Activities on the Premises;
- c. Requirement for a Farm Conservation Plan. Agricultural Activities shall require a farm conservation plan, such as an NRCS Conservation Plan (“Farm Conservation Plan”), prepared for the Premises, and approved in writing by the Grantee. The Farm Conservation Plan shall be developed in accordance with generally-accepted Best Agricultural Practices, and shall, at a minimum, address the following:
 - i. establish wetland buffers and/or filter strips to prevent adverse impacts to the water quality of existing wetlands and waterways;
 - ii. in the event animal husbandry activities are proposed, establish and govern the type and number of each type of animal unit permitted on the Premises, and analyze the pasturage potential of the Premises and establish and govern the cycling of pasturage, and any other measures necessary to ensure the carrying capacity of the Premises is not exceeded in order to protect water quality, prevent soil erosion, and otherwise protect the Conservation Values; and
 - iii. describe how Agricultural Activities will maximize soil and water conservation, and promote Healthy Soils and Practices.
- d. Agricultural Structures and Improvements. Constructing and maintaining structures and improvements to conduct Agricultural Activities, provided:
 - i. The total footprint (as defined herein) of all permanent structures and any temporary structures (as defined below) that have a roof shall not exceed two percent (2%) of the total area of the Premises in the

aggregate. For the purposes of this Conservation Restriction, the term “footprint” shall mean that measurement encompassing the enclosed ground floor area, as measured from the exterior, at the point of contact with the ground.

- ii. Grantor must obtain prior written approval from the Grantee for the following improvements:
 - 1. Wells, including but not limited to artesian wells, and any irrigation structures that require subsurface installation;
 - 2. *[List any other specific structures that need prior approval. Allowances for permanent structures must receive prior written approval]*
- iii. The following improvements are permitted without prior approval from the Grantee:
 - 1. Temporary Structures. Constructing, using, maintaining, repairing, and/or replacing temporary structures and improvements directly related to or in support of Agricultural Activities, including, but not limited to, fencing, hayracks, “run-in” shelters or other three-sided shelters, hoop houses (also known as “high tunnels”), and the like. For the purposes of this Conservation Restriction, the term “temporary” shall mean any improvement without a foundation that can be constructed or removed without significant disturbance of the soil;
 - 2. *[List any other improvements that don’t require prior approval]*

- e. Agri-tourism. The use of the Premises for “Agri-tourism” activities, which activities shall be defined as ancillary commercial activities and events that support the financial viability of the use of the Premises for Agricultural Activities, which activities shall be limited to farm-based entertainment such as harvest festivals and farm-based education addressing the subjects of sustainable agriculture, food production and nutrition, and/or environmental conservation and ecology; with prior approval of the Grantee, Grantor may host unrelated educational activities such as painting or yoga classes, and the like, and up to four (4) recreational events, weddings, or similar types or scale of events per year, provided that said events shall be incidental and subordinate to the primary use of the Premises for Agricultural Activities.

- 12. Archaeological Investigations. Conducting archaeological activities, including without limitation archaeological research, surveys, excavation and artifact retrieval, but only in accordance with an archaeological field investigation plan, which plan shall also address restoration following completion of the archaeological investigation, prepared by or on behalf of the Grantor and approved in advance of such activity, in writing, by the Massachusetts Historical Commission State Archaeologist (or appropriate successor official) and by the Grantee. A copy of the results of any such investigation on the Premises is to be provided to the Grantee;

13. Green Energy. With prior written approval of the Grantee, constructing energy producing structures and associated transmission lines that produce negligible or no pollution or carbon emissions (“Green Energy Structures”) to supply power for any Permitted Acts and Uses on the Premises. In addition to the terms of Paragraph III.E., when considering whether to grant approval, the Grantee will take into consideration the energy needs related to the relevant Permitted Act(s) and Use(s). While it is agreed that some power may be fed back into the public power grid during high production periods, such Green Energy Structures shall be limited to a capacity not higher than that necessary to meet, or exceed by up to 20% at the time of installation, the power requirements of the Permitted Acts and Uses;
14. Other Activities. Such other non-prohibited activities or uses of the Premises may be permitted with the prior approval of the Grantee provided that the Grantee has made a finding, such finding to be documented in writing and kept on file at the office of the Grantee, that such activities are consistent with the Reserved Rights, do not impair the conservation values and purposes of this Conservation Restriction, and, where feasible, result in a net gain in conservation value of the Premises.

*[C. **Special Use Area.** For CRs with residential areas or other special use areas, insert this and continue lettering below for Site Restoration at “D”. Special use areas must be in fixed locations and must be described either by metes and bounds, shown on a recorded plan, or shown on a sketch map. Consider adding language to the Purpose paragraph to explain the importance of including a Special Use Area in the CR, and to explain how the location of such Special Use Area and the activities allowed within it will not materially impair the Conservation Values.]*

The Grantor reserves the right to conduct or permit the following activities and uses only within the area shown on the Plan as “_____” in addition to the Permitted Acts and Uses described in Paragraph III.B., and otherwise subject to this Conservation Restriction:

1. Using, maintaining, repairing, and replacing the existing single-family dwelling, as documented in the Baseline Report, with the same footprint at grade of _____ square feet and a maximum height of any part of the dwelling of _____ feet, provided that there shall be no more than one (1) single-family dwelling at any one time within the Special Use Area [OR: The right to construct, use, repair, and replace one (1) single-family dwelling within the Special Use Area, such a dwelling not to exceed _____ square feet of footprint at grade and a maximum height of any part of the dwelling of _____ feet, provided that there shall be no more than one (1) single-family dwelling at any one time within the Residential Area];
2. Constructing, using, maintaining, repairing, improving, or replacing, the existing driveway, yard, parking area, well, and septic system (“Improvements”) but not to locate such Improvements outside of the Residential Area unless a qualified professional certifies in writing that there is no feasible location for any such improvement within the Special Use Area, such a finding not to consider financial feasibility, and the Grantee approves of any such Improvements to be located outside

of the Special Use Area, and further provided that any of these Improvements serves only the permitted single family dwelling located within the Special Use Area.

3. *[Add, delete, or edit, any other additional permitted uses and activities allowed within the Special Use Area]*

C. Site Restoration

Upon completion of any Permitted Acts and Uses, any disturbed areas shall be restored substantially to the conditions that existed prior to said activities, including with respect to soil material, grade, and vegetated ground cover.

D. Compliance with Permits, Regulations, Laws

The exercise of any Permitted Acts and Uses under Paragraph III.B. shall be in compliance with all applicable federal, state and local laws, rules, regulations, zoning, and permits, and with the Constitution of the Commonwealth of Massachusetts. The inclusion of any Permitted Act or Use requiring a permit, license or other approval from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit, license, or other approval should be issued.

E. Notice and Approval

1. Notifying Grantee. Whenever notice to or approval by Grantee is required, Grantor shall notify or request approval from Grantee, by a method requiring proof of receipt, in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question, unless a different time period is specified herein. The notice shall:
 - a. Describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity;
 - b. Describe how the proposed activity complies with the terms and conditions of this Conservation Restriction, and will not materially impair the Purposes and/or Conservation Values;
 - c. Identify all permits, licenses, or approvals required for the proposed activity, and the status of any such permits, licenses, or approvals; and
 - d. Describe any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the Purposes and Conservation Values.
2. Grantee Review. *[Use this paragraph for CRs with 1 Grantee]* Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within sixty (60) days of receipt of Grantor's request. Grantee's approval shall only be granted upon a showing that the proposed activity will minimize impacts to the Conservation Values and will not materially impair the Purposes and/or Conservation Values. Grantee may

require Grantor to secure expert review and evaluation of a proposed activity by a mutually agreed upon party.

[Use this paragraph for CRs with 2 Grantees] Where Grantee's approval is required, the Secondary Grantee, within thirty (30) days of receipt of Grantor's request, shall notify the Primary Grantee of the Secondary Grantee's decision. Within sixty (60) days of the Primary Grantee's receipt of Grantor's request, the Primary Grantee shall either affirm, amend or reverse the decision of the Secondary Grantee, shall notify the Secondary Grantee thereof in writing, and shall issue its decision to the Grantor in writing. The Primary Grantee's decision shall in all cases be the final and controlling decision binding on both Grantees. In the event that no decision is received from the Secondary Grantee within thirty (30) days, the Primary Grantee shall proceed to issue its decision within sixty (60) days of Grantor's request. Grantee's approval shall only be granted upon a showing that the proposed activity will minimize impacts to the Conservation Values and will not materially impair the Purposes and/or Conservation Values. Grantee may require Grantor to secure expert review and evaluation of a proposed activity by a mutually agreed upon party.

3. Resubmittal. Grantee's failure to respond within sixty (60) days of receipt shall not constitute approval of the request. Grantor may subsequently submit the same or a similar request for approval.

IV. INSPECTION AND ENFORCEMENT

A. Entry onto the Premises

The Grantor hereby grants to the Grantee, and its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction.

B. Legal and Injunctive Relief

1. Enforcement. The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain compensatory relief, [including without limitation, compensation for interim losses (i.e., ecological and public use service losses that occur from the date of the violation until the date of restoration)] and equitable relief against any violations, including, without limitation, injunctive relief and relief requiring restoration of the Premises to its condition prior to the time of the injury (it being agreed that the Grantee will have no adequate remedy at law in case of an injunction). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction.
2. Notice and Cure. In the event the Grantee determines that a violation of this Conservation Restriction has occurred and intends to exercise any of the rights described herein, the Grantee shall, before exercising any such rights, notify the

Grantor in writing of the violation. The Grantor shall have thirty (30) days from receipt of the written notice to halt the violation and remedy any damage caused by it, after which time Grantee may take further action, including instituting legal proceedings and entering the Premises to take reasonable measures to remedy, abate or correct such violation, without further notice. Provided, however, that this requirement of deferment of action for thirty (30) days applies only if Grantor immediately ceases the violation and Grantee determines that there is no ongoing violation. In instances where a violation may also constitute a violation of local, state, or federal law, the Grantee may notify the proper authorities of such violation.

3. Reimbursement of Costs and Expenses of Enforcement. Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including counsel fees) incurred by the Grantee in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey by a Massachusetts licensed professional land surveyor and to have the boundaries permanently marked.
4. Coordination between Primary and Secondary Grantee. Whenever there is a question of whether there is a violation of this Conservation Restriction, or how to proceed in addressing the violation, the Primary Grantee shall consult with the Secondary Grantee. The Primary Grantee shall then determine whether there is a violation and how to proceed in addressing the violation. The Primary Grantee's decision shall in all cases be the final and controlling decision binding on both Grantees. In the event that no response is received from the Secondary Grantee within thirty (30) days, the Primary Grantee shall notify Grantor and proceed as provided in Paragraph IV.B.2.

C. Non-Waiver

Enforcement of the terms of this Conservation Restriction shall be at the sole discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

D. Disclaimer of Liability

By acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

E. Acts Beyond the Grantor's Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from natural causes beyond the Grantor's control, including but not limited to fire, flood, weather,

climate-related impacts, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. In the event of any such occurrence, the Grantor and Grantee will cooperate in the restoration of the Premises, if desirable and feasible.

V. PUBLIC ACCESS

This Conservation Restriction does not grant any right of access to the general public and the Grantor retains its rights to prohibit access to the Premises by the general public.

OR

[Delete if public access is not being granted] Subject to the provisions of this Conservation Restriction, the Grantor hereby grants access to the Premises to the general public and agrees to take no action to prohibit or discourage access to and use of the Premises by the general public, but only for daytime use and only as described in Paragraph III.B.10. provided that such agreement by Grantor is subject to the Grantor's reserved right to establish reasonable rules, regulations, and restrictions on such permitted recreational use by the general public for the protection of the Purposes and Conservation Values. Grantor has the right to control, limit, or prohibit by posting and other reasonable means activities or uses of the Premises not authorized in Paragraph III.B.10. The Grantee may require the Grantor to post the Premises against any use by the public that results in material impairment of the Conservation Values. This grant of public access to the Premises is solely for the purposes described in Section 17C of Chapter 21 of the Massachusetts General Laws and the Grantor and Grantee hereto express their intent to benefit from exculpation from liability to the extent provided in such section.

VI. TERMINATION/RELEASE/EXTINGUISHMENT

A. Procedure

If circumstances arise in the future that render the Purposes impossible to accomplish, this Conservation Restriction can only be terminated, released, or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, or successor official ("Secretary"), and any other approvals as may be required by Section 32 of Chapter 184 of the Massachusetts General Laws.

B. Grantor's and Grantee's Right to Recover Proceeds

If any change in conditions ever gives rise to termination, release, or extinguishment of this Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph VI.C., subject, however, to any applicable law which expressly provides for a different disposition of the proceeds, and after complying with the terms of any gift, grant, or funding requirements. The Grantee shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

C. Grantee's Receipt of Property Right

[This language to be used for a donated CR for which a deduction will be taken] Grantor and Grantee agree that the conveyance of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction, determined at the time of the conveyance, bears to the value of the unrestricted Premises. The proportionate value of the Grantee's property right as of the Effective Date (See Paragraph XII.) was determined to be ____ %. Such proportionate value of the Grantee's property right shall remain constant. *[Drafter's alternative for the previous sentence in cases where a proportionate value for the CR is not established at the time of its recording: The proportionate value of the Grantee's property right is as of the Effective Date (See Paragraph XII.) and will be determined by an appraisal. Such proportionate value of the Grantee's property right shall remain constant.]*

[This language to be used for a CR for which NO deduction will be taken] Grantor and Grantee agree that the conveyance of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction bears to the value of the unrestricted Premises. The proportionate value of the Grantee's property right will be determined as of the date of termination, release, or extinguishment.

[This language to be used for a CR for which the Grantee is receiving no proportionate value] Grantor and Grantee agree that the conveyance of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, for the purpose of enforcing this Conservation Restriction, but does not entitle Grantee, upon extinguishment, release, or termination, to any proceeds received by the Grantor from the subsequent sale, exchange or involuntary conversion of the Premises. Any proceeds that result from any such extinguishment, release, or termination will be distributed only after complying with the terms of any gift, grant, or other funding requirements.

D. Cooperation Regarding Public Action

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in accordance with Paragraph VI.B. and Paragraph VI.C. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

VII. DURATION and ASSIGNABILITY

A. Running of the Burden

The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. Execution of Instruments

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction. The Grantor, on behalf of itself and its successors and assigns, appoints the Grantee its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit

The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except when all of the following conditions are met:

1. the Grantee requires that the Purposes continue to be carried out;
2. the assignee is not an owner of the fee in the Premises;
3. the assignee, at the time of the assignment, qualifies under and 26.U.S.C. 170(h), and applicable regulations thereunder, if applicable, and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the Massachusetts General Laws; and
4. the assignment complies with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VIII. SUBSEQUENT TRANSFERS

A. Procedure for Transfer

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee not less than twenty (20) days prior to the effective date of such transfer. *[If the Premises was acquired by a Land Trust or similar conservation organization with a Conservation Partnership grant, insert the following: Any transfers shall receive prior approval by Grantee to assure that the Premises is transferred to a qualified conservation organization.]* Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. If the Grantor fails to reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, then the Grantee may record, in the applicable registry of deeds, or register in the applicable land court registry district, and at the Grantor's expense, a notice of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

B. Grantor's Liability

The Grantor shall not be liable for violations occurring after their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

IX. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within thirty (30) [*60 days for municipalities unless otherwise agreed upon*] days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance or non-compliance with any obligation of the Grantor contained in this Conservation Restriction.

X. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction following the terms set forth in Paragraph VII.C to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

XI. AMENDMENT

A. Limitations on Amendment

Grantor and Grantee may amend this Conservation Restriction only to correct an error or oversight, clarify an ambiguity, maintain or enhance the overall protection of the Conservation Values, or add real property to the Premises, provided that no amendment shall:

1. affect this Conservation Restriction's perpetual duration;
2. be inconsistent with or materially impair the Purposes;
3. affect the qualification of this Conservation Restriction as a "qualified conservation contribution" or "interest in land" under any applicable laws, including 26 U.S.C. Section 170(h), and related regulations;
4. affect the status of Grantee as a "qualified organization" or "eligible donee" under any applicable laws, including 26 U.S.C. Section 170(h) and related regulations, and Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws;
5. create an impermissible private benefit or private inurement in violation of federal tax law, as determined by an appraisal, conducted by an appraiser selected by the Grantee, of the economic impact of the proposed amendment;
6. alter or remove the provisions described in Paragraph VI (Termination/Release/Extinguishment);
7. cause the provisions of this Paragraph XI to be less restrictive;
8. cause the provisions described in Paragraph VII.C (Running of the Benefit) to be less restrictive

B. Amendment Approvals and Recording

No amendment shall be effective unless documented in a notarized writing executed by Grantee and Grantor, approved by the [Town/City of Name of Municipality] and by the Secretary in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, and recorded in the applicable registry of deeds or registered in the applicable land court registry district.

XII. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the Massachusetts General Laws have been obtained, and it has been recorded in the applicable registry of deeds or registered in the applicable land court registry district.

XIII. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: Name(s)
 Address
 Municipality, State, Zip code

To Grantee: Essex County Greenbelt Association, Inc.
 ATTN: Director of Stewardship
 P.O. Box 1026
 Essex, MA 01929

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

XIV. GENERAL PROVISIONS

A. Controlling Law

The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in order to effect the Purposes and the policy and purposes of Sections

31, 32, and 33 of Chapter 184 of the Massachusetts General Laws. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the Purposes that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability

If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Restriction shall not be affected thereby.

D. Entire Agreement

This instrument sets forth the entire agreement of the Grantor and Grantee with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Restriction, all of which are merged herein.

XV. BASELINE DOCUMENTATION REPORT

The Conservation Values, as well as the natural features, current uses of, and existing improvements on the Premises, such as, but not limited to, trails, woods roads, structures, meadows or other cleared areas, agricultural areas, and scenic views, as applicable, are described in a Baseline Documentation Report (“Baseline Report”) prepared by Grantee with the cooperation of the Grantor, consisting of maps, photographs, and other documents and on file with the Grantee and included by reference herein. The Baseline Report (i) is acknowledged by Grantor and Grantee to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, (ii) is intended to fully comply with applicable Treasury Regulations, (iii) is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein, and (iv) may be supplemented as conditions on the Premise change as allowed over time. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant in addition to the Baseline Report.

XVI. MISCELLANEOUS

A. Pre-existing Public Rights

Approval of this Conservation Restriction pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws by any municipal officials and by the Secretary, is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

B. Release of Homestead

The Grantor attests that there is no residence on or abutting the Premises (including areas excluded from the Premises) that is occupied or intended to be occupied as a principal residence by a spouse,

former spouse, or children of the grantor, or a spouse, former spouse, or children of a beneficiary of the trust, if Premises is owned by a trust.

Or

The Grantor hereby agrees to waive, subordinate, and release any and all Homestead rights pursuant to Chapter 188 of the Massachusetts General Laws it may have in favor of this Conservation Restriction with respect to any portion of the Premises affected by this Conservation Restriction, and hereby agrees to execute, deliver and/or record any and all instruments necessary to effectuate such waiver, subordination and release. In all other respects, the Grantor reserves and retains any and all Homestead rights, subject to this Conservation Restriction, pursuant to Section 10(e) of Chapter 188 of the Massachusetts General Laws.

C. Subordination

The Grantor shall record at the applicable registry of deeds or shall register in the applicable land court registry district simultaneously with this Conservation Restriction all documents necessary to subordinate any mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

OR

C. No Surety Interest

The Grantor attests that there is no mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

D. Executory Limitation

[Use this paragraph for CRs with 1 Grantee] If Grantee shall cease to exist or to be qualified to hold conservation restrictions pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, or to be qualified organization under 26 U.S.C. 170(h), and applicable regulations thereunder, if applicable, and a prior assignment is not made pursuant to Paragraph VII, then Grantee's rights and obligations under this Conservation Restriction shall vest in such organization as a court of competent jurisdiction shall direct pursuant to the applicable Massachusetts law and with due regard to the requirements for an assignment pursuant to Paragraph VII.

[Use this paragraph for CRs with 2 Grantees] If either Grantee shall cease to exist or to be qualified to hold conservation restrictions pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, or to be qualified organization under 26 U.S.C. 170(h), and applicable regulations thereunder, if applicable, and a prior assignment is not made pursuant to Paragraph VII, then that Grantee's rights and obligations under this Conservation Restriction shall run to the other Grantee. If both Grantees shall cease to exist or to be qualified to hold conservation restrictions pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, or to be qualified organization

under 26 U.S.C. 170(h), and applicable regulations thereunder, if applicable, and a prior assignment is not made pursuant to Paragraph VII, then their rights and obligations under this Conservation Restriction shall run to the [Town/City of Name of Municipality] Conservation Commission. If the [Town/City of Name of Municipality] Conservation Commission is no longer in existence at the time the rights and obligations under this Conservation Restriction would otherwise vest in it, or if the [Town/City of Name of Municipality] Conservation Commission is not qualified or authorized to hold conservation restrictions as provided for assignments pursuant to Paragraph VII, or if it shall refuse such rights and obligations, then the rights and obligations under this Conservation Restriction shall vest in such organization as a court of competent jurisdiction shall direct pursuant to the applicable Massachusetts law and with due regard to the requirements for an assignment pursuant to Paragraph VII.

E. Prior Encumbrances

This Conservation Restriction shall be in addition to and not in substitution of any other restrictions or easements of record affecting the Premises.

F. The following signature pages are included in this Grant:

Grantor

Grantee Acceptance

Approval of Select Board or City Council and Mayor

[Enter any other applicable signatures or certifications]

Approval of the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts.

G. The following exhibits are attached and incorporated herein:

Exhibit A: Legal Description of Premises

Exhibit B: Reduced Copy of Recorded Plan of Premises

[Applies to CPA purchases]

Exhibit C: Town or City Vote Authorizing the Use of CPA Funds

EEA-DCS Model Conservation Restriction May 2022

WITNESS my hand and seal this ____ day of _____, 2021,

_____, duly authorized
[Name of Grantor and Title if Grantor is corporate entity or Trust.]

THE COMMONWEALTH OF MASSACHUSETTS

_____ County, ss:

On this ____ day of _____, 2021, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose.

 Notary Public
 My Commission Expires:

GRANT AND APPROVAL OF [TOWN] SELECT BOARD*[Use this signature page if Grantor is a Town]*

We, the undersigned, being a majority of the Select Board of the [Town] of _____, Massachusetts, hereby certify that at a public meeting duly held on _____, 2021, the Select Board voted to approve in the public interest and grant the foregoing Conservation Restriction to [GRANTEE] pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws and do hereby approve in the public interest and grant the foregoing Conservation Restriction.

TOWN OF _____ SELECT BOARD:

_____	_____
_____	_____
_____	_____
_____	_____

THE COMMONWEALTH OF MASSACHUSETTS

Essex County, ss:

On this _____ day of _____, 2024, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

 Notary Public
 My Commission Expires:

GRANT AND APPROVAL OF MAYOR OF CITY OF _____*[Use this signature page if Grantor is a City]*

The undersigned, Mayor of the City of _____, Massachusetts, hereby approves in the public interest and grants the foregoing Conservation Restriction to [GRANTEE] pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

[Name], Mayor of the City of _____, duly authorized

THE COMMONWEALTH OF MASSACHUSETTS

ESSEX County, ss:

On this _____ day of _____, 2024, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that s/he/they signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

EEA-DCS Model Conservation Restriction May 2022

[If Grantor is a Conservation Commission]

We, the undersigned, being a majority of the Conservation Commission of the [Town/City] of _____, Massachusetts, hereby certify that at a public meeting duly held on _____, 202__, the Conservation Commission voted to approve in the public interest and grant the foregoing Conservation Restriction to [GRANTEE] pursuant to Section 32 of Chapter 184 and Section 8C of Chapter 40 of the Massachusetts General Laws and do hereby approve in the public interest and grant the foregoing Conservation Restriction.

[TOWN/CITY] OF _____ CONSERVATION COMMISSION:

_____	_____
_____	_____
_____	_____
_____	_____

THE COMMONWEALTH OF MASSACHUSETTS

Essex County, ss:

On this _____ day of _____, 2021, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public

My Commission Expires:

ACCEPTANCE OF GRANT

This Conservation Restriction from _____ was accepted by Essex County Greenbelt Association, Inc. this _____ day of _____, 2024.

By: _____

Katherine Bowditch

Its: President, duly authorized

By: _____

Timothy Fritzinger

Its: Treasurer, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Essex, ss:

On this _____ day of _____, 2024, before me, the undersigned notary public, personally appeared Katherine Bowditch, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Essex, ss:

On this _____ day of _____, 2024, before me, the undersigned notary public, personally appeared Timothy Fritzinger, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public

My Commission Expires:

**ACCEPTANCE OF [TOWN/CITY] OF _____ CONSERVATION
COMMISSION**

We, the undersigned, being a majority of the Conservation Commission of the [Town/City] of _____, Massachusetts, hereby certify that at a public meeting duly held on _____, 2021, the Conservation Commission voted to approve and accept the foregoing Conservation Restriction from [GRANTOR] pursuant to Section 32 of Chapter 184 and Section 8C of Chapter 40 of the Massachusetts General Laws and do hereby accept the foregoing Conservation Restriction.

[TOWN/CITY] OF _____ CONSERVATION COMMISSION:

THE COMMONWEALTH OF MASSACHUSETTS

Essex County, ss:

On this _____ day of _____, 2021, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

APPROVAL OF TOWN OF _____ SELECT BOARD

The undersigned, Chair of the Select Board of the Town of _____, hereby certifies that at a public meeting duly held on _____, 2021, the Select Board voted to approve the foregoing Conservation Restriction from [*GRANTOR*] to [*GRANTEE*] in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

[*NAME*], Chair of the Town of _____ Select Board, duly authorized

THE COMMONWEALTH OF MASSACHUSETTS

Essex County, ss:

On this _____ day of _____, 2021, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as Select Board Member.

Notary Public
My Commission Expires:

APPROVAL OF TOWN OF _____ SELECT BOARD

We the undersigned, being a majority of the Select Board of the Town of _____, hereby certify that at a public meeting duly held on _____, 202__, the Select Board voted to approve the foregoing Conservation Restriction from [GRANTOR] to [GRANTEE] in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

TOWN OF [TOWN NAME] SELECT BOARD:

_____	_____
_____	_____
_____	_____
_____	_____

THE COMMONWEALTH OF MASSACHUSETTS

Essex County, ss:

On this _____ day of _____, 202__, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

 Notary Public
 My Commission Expires:

APPROVAL OF MAYOR OF _____

The undersigned, Mayor of the City of _____, hereby approves the foregoing Conservation Restriction from [GRANTOR] to [GRANTEE] in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

[NAME], Mayor of the City of _____, duly authorized

THE COMMONWEALTH OF MASSACHUSETTS

Essex County, ss:

On this _____ day of _____, 202__, before me, the undersigned notary public, personally appeared _____ proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose as _____.

Notary Public
My Commission Expires:

APPROVAL OF _____ CITY COUNCIL

The undersigned, President of the City Council of the City of _____ hereby certifies that at a meeting duly held on _____, 202__ the City Council voted to approve the foregoing Conservation Restriction from [*GRANTOR*] to [*GRANTEE*] in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

[NAME], _____ City Council President, duly authorized

THE COMMONWEALTH OF MASSACHUSETTS

Essex County, ss:

On this _____ day of _____, 2021, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification which was personal knowledge to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose as a City Counselor.

Notary Public
My Commission Expires:

APPROVAL OF _____ CITY COUNCIL

We, the undersigned, being a majority of the City Council of the City of _____ hereby certify that at a meeting duly held on _____, 2021, the City Council voted to approve the foregoing Conservation Restriction from [*GRANTOR*] to [*GRANTEE*] in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

CITY OF _____ CITY COUNCIL:

_____	_____
_____	_____
_____	_____
_____	_____

THE COMMONWEALTH OF MASSACHUSETTS

Essex County, ss:

On this _____ day of _____, 202__, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public

My Commission Expires:

**APPROVAL OF SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS OF
THE COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby approves the foregoing Conservation Restriction from [*GRANTOR*] to Essex County Greenbelt Association, Inc. in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

Dated: _____, 202__

Rebecca Tepper
Secretary of Energy and Environmental Affairs

THE COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this _____ day of _____, 2021, before me, the undersigned notary public, personally appeared Rebecca Tepper, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

EXHIBIT ALegal Description of Premises

If you do not have a survey plan for the Premises, or if you choose to provide a written description in addition to the survey plan, insert that written description here.

ALL Building Envelopes and Exclusion areas MUST be defined by metes and bounds.

If providing a written metes and bounds description along with a survey plan, the written metes and bounds and those shown on the survey MUST match.

OR

If Exhibit B is a reduced copy of a survey plan and you will not provide a written metes and bounds description, follow the template provided below. This is the recommended option if you have a survey plan.]

Description of the Premises

The land in [TOWN/CITY, COUNTY], Massachusetts, containing _____ acres, +/-, shown as [Insert parcel name as given on plan, i.e., "Parcel A" or "Lot 10"] on a plan of land titled [Insert Plan Name], dated [Insert Plan Date], by [Insert Plan creator / professional land surveyor / company name, address], recorded at [Insert recording information].

EXHIBIT B[Reduced Copy of OR Sketch] Plan of Premises

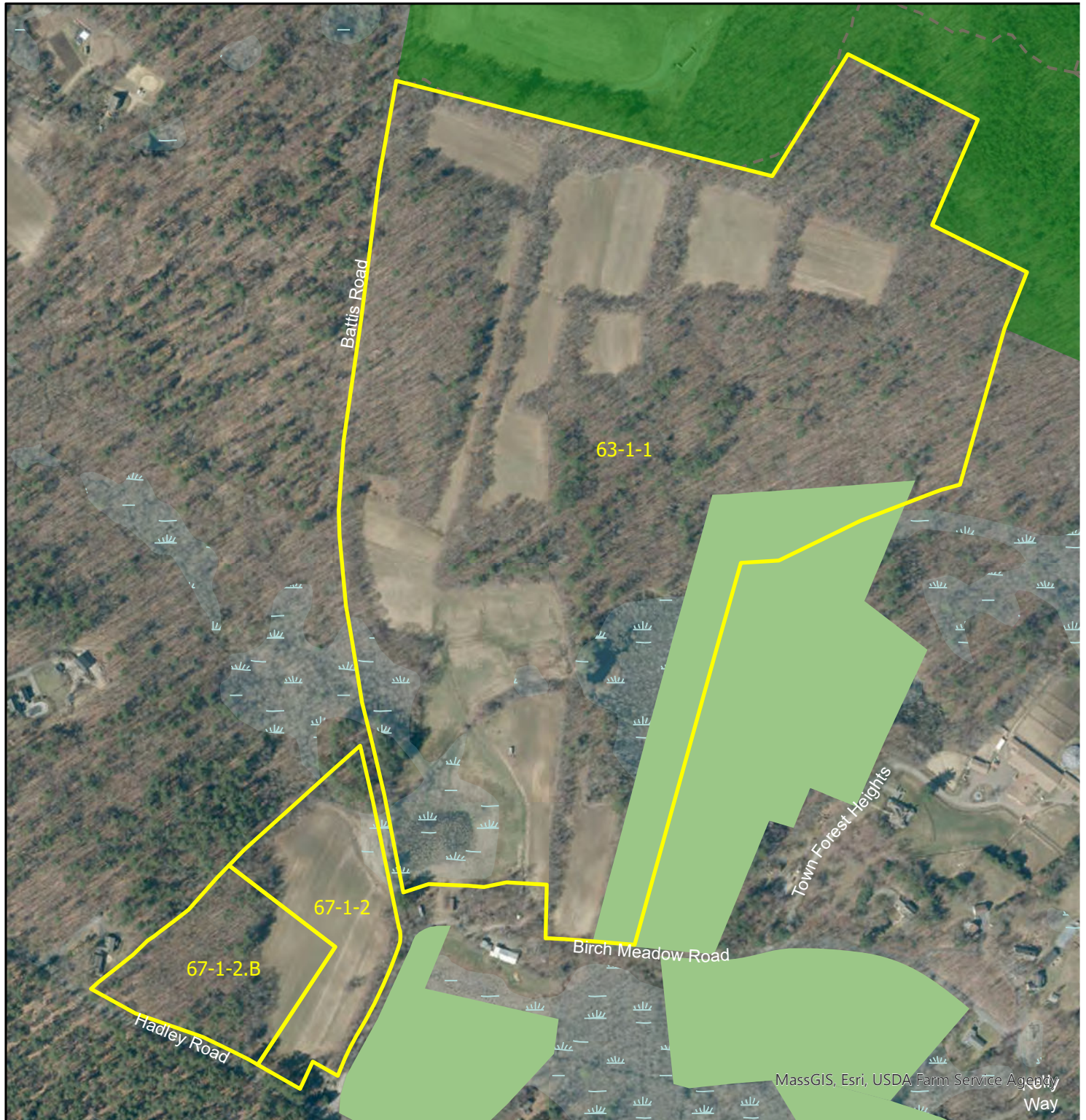
For official full size plan see [*enter County*] Registry of Deeds Plan Book _____ Page _____

[This plan/map must show the Premises. The CR area and any exclusions or building envelopes must be clearly labeled.]

If a party other than the PLS or other professional preparer of the Plan has added features (e.g., planned trails), this should be labeled as a 'Sketch Plan of Premises' and should clarify which features are not associated with the official copy.

If this is a copy of the full size plan that has not been altered in any way, then it should be labeled as a 'Reduced Copy of Plan of Premises'.]

Hoyt Farm Conservation Project, Merrimac, 120 acres +/-



- MER_67-1-2_2B (under P&S w/ Greenbelt)
- MER_63-1-1 - Conservation Partnership Grant (under P&S w/Greenbelt)
- Wetlands
- Town Forest
- Greenbelt Property



Source data obtained from survey plans, MassGIS and Global Positioning Systems (GPS). Orthophoto 2023. Boundary lines, photo points and all other property attributes are approximate.

Map created by Essex County Greenbelt



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

July 16, 2018

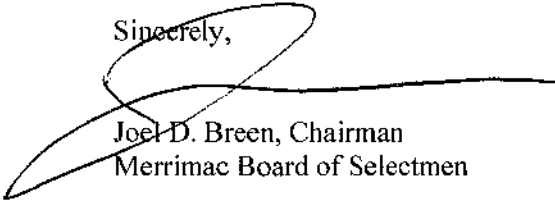
Melissa Cryan
Executive Office of Energy and Environmental Affairs
100 Cambridge Street, 9th Floor
Boston, MA 02114

RE: FY19 Conservation Partnership Grant Application from Essex County Greenbelt Association for
Cobbler's Brook Reservation Acquisition

Dear Ms. Cryan,

This letter is to confirm the Town of Merrimac's intent to hold the conservation restriction on the Cobbler's Brook Reservation, which will be owned by Essex County Greenbelt Association. At the 2018 Annual Town Meeting, residents voted to authorize the Town to contribute \$10,000 toward the acquisition. We are grateful for Greenbelt's work to protect this addition to the Town Forest, and to ensure the public and future generations will benefit from our preserved lands.

Sincerely,



Joel D. Breen, Chairman
Merrimac Board of Selectmen



Agenda Item
Merrimac Select Board
06/24/24

Departmental Reports

Subject:

Attachments:

Assessors DEPARTMENT HEADS MEETING UPDATE

June 6 Dept heads Town Clerk

Cemetery Department Heads Meeting 6.4.2024

DEPARTMENT HEADS MEETING**6/4/24**

Assessor updates:

1. New board members – Gena Sinibaldi & Susan Searle (joining Joyce Clohecy). It's been 2 years since we've had a full board.
2. Supplementals – New construction tax assessments. There were 19 parcels that I created and assessed. I worked with Vadar to create accounts so that we could bill them. Totaled \$109K in new growth (last year we had \$35K in Supplementals so big increase).
3. Motor Vehicle abatements – I've processed 143 abatements this year totaling \$18K in refunds.
4. Next week I'll be working on the preliminary data bridge -> creating and balancing Assesspro reports, working with Vadar to enter reports into Vadar so that we can create Real Estate and Personal Property accounts for billing.
5. Map update/changes will be next (approx. 50 changes) along with 911 updates.
6. Recertification continues. I'm meeting with new State DOR rep next week to familiarize her with Merrimac as our current rep is retiring in July

Submitted by,

Heather Roche

Assistant Assessor

June 6, 2024

Department Heads Meeting

Town Clerk's Report

To the Honorable Select Board,

The Clerk's office has been very busy administering the local election, updating the annual census, preparing for the fall elections and also preparing the Bylaws for submission to General Code for codification and maintenance. Election years are always busy years, but this year in particular is busy with the addition of a special election that we had in January and the bylaw codification project.

I would like to extend my sincere thanks to everyone who helps make the elections in our Town successful. Robert Sinibaldi, Leo Reynolds and the highway department are the people behind the scenes who can always be counted on to set up and breakdown the elections, Thank you!

The Merrimac Public Library for their continued support and being so gracious to work with while we utilize their space. Thank you!

Everyone at Town Hall who helps our voters during Early Voting periods. Thank you!

Thank you to the citizens who run for office and make the choice to throw caution to the wind and do their best to make positive changes in our community. Thank you!

And finally, Thank you to all of the election workers whose dedication to our democracy is so appreciated.

Sincerely,

Gwendolyn Lay Sabbagh

Merrimac Town Clerk

Attachment: June 6 Dept heads Town Clerk (Departmental Reports)

Department Heads Meeting

June 4, 2024

To the Honorable Select Board and Department Heads;

The Cemetery Trustees would like to express our sincere gratitude to Mr. Robert Sinibaldi, Director of Public Works, Mr. Leo Reynolds Highway Superintendent, and all the members of the Merrimac Highway Department for maintaining and preparing the Cemetery grounds for Memorial Day. We appreciate your hard work, dedication and the respect you show to our Town through your efforts to keep our Cemeteries looking their best not only at this important time of year, but throughout the year. Please know that we appreciate you and the care you show for our cemeteries does not go unnoticed. Thank you.

The Cemetery Trustees are continuing to work with AFS and checking the feasibility of adding the Church Street Cemetery information to the website.

The Trustees are working with Northern Tree to remove trees that must be removed before they cause damage to the cemetery. We are also looking to replace those trees in the future.

Finally, a sincere thank you to Carolyn Kelly and David Armstrong for their continued success in keeping the cemetery office running smoothly and efficiently, and keeping the grounds so lovely. You both are a pleasure to work with and your commitment to the Town of Merrimac is very much appreciated. Thank you.

Respectfully Submitted,

Ricky Pinciario, Chairman Merrimac Cemetery Trustees

David Vance, Clerk Merrimac Cemetery Trustees

Gwen Sabbagh, Member Merrimac Cemetery Trustees



Merrimac Select Board

2 School Street

Merrimac, MA 01860

SCHEDULED

Meeting: 06/24/24 07:00 PM

Department: Merrimac Select Board

Category: Information

Prepared By: Jennifer Penney

Initiator: Jennifer Penney

Sponsors:

CORRESPONDENCE (ID # 8719)

DOC ID: 8719

Fire Chief's New Command Vehicle

From: [Larry Fisher](#)
To: [Jennifer Penney - Select Board \(X3080\)](#)
Cc: [Chris Manni - Chairman](#)
Subject: New vehicle
Date: Monday, June 10, 2024 4:33:31 PM

Good afternoon,

I wanted to formally acknowledge that I have received a new Command Vehicle. The command box, lighting and some new update access control equipment is still weeks or months away, so I will be bouncing between my personal vehicle and the new car for a bit. Although was able to find a vehicle, it was the last one available through a State approved vendor without ordering a new one. If we ordered one, it was 6-12 months out. I couldn't get a red one, so the color is silver. I have enough money to purchase the command box, lighting, two radios and some access control equipment. I do not have any money for lettering, which is fine. Once the lighting is installed everyone will be able to tell it's an emergency vehicle. I prefer to put the money into the functional equipment anyway.

I would like to thank the community, Select Board, Fin Com, Capital Planning and Finance Director for supporting the vehicle purchase.

Respectfully,

Larry S. Fisher
Fire Chief/ EMD

Merrimac Fire Department
16 East Main Street
Merrimac, MA 01860
978-346-8211

Please be aware the Massachusetts Secretary of State has determined that most emails to and from the Town of Merrimac are public records, therefore cannot be kept confidential.

[MGL: Chpt.66, Sec.10 Public Records Law.](#)

Attachment: Fire New vehicle (Fire Chief's New Command Vehicle)



Agenda Item
Council on Aging
06/24/24

Merrimac COA Awarded New EV Vehicle through MEVA Collaboration

Subject:

The Merrimac COA applied for a new 6 passenger EV vehicle through a collaborative arrangement made possible by MEVA. It was recently announced that the Merrimac COA was awarded the new EV vehicle and it will be made available to us for use sometime this summer once MOU's are completed. We are thrilled and excited to be awarded this innovative vehicle that will allow use to enhance our transportation program.



Agenda Item
Council on Aging
06/24/24

Merrimac COA Library Renovation Ribbon Cutting 07/18/24

Subject:

The Merrimac COA cordially invites the Select Board, Town Departments and the community to join us for a celebratory ribbon cutting on Thursday 07/28/24 at 2pm. The ribbon cutting is the culmination of a year long renovation project in our library that has been accomplished through the hard work of volunteers, staff members and through the financial assistance of SIG grant funding made possible by EOEA and administered by MCOA. Refreshments will be served.



Agenda Item
Council on Aging
06/24/24

Merrimac COA Awarded \$2500 Grant for Bike Audit by AARP

Subject:

The Merrimac COA is pleased to announce that we have been awarded a \$2500 Grant for the purpose of a Bike Audit. This grant will allow us to survey community members about current bicycle usage in Merrimac, what improvements community members would like to see and ways to increase bicycle usage in Merrimac. A big thank you to Bridget Batcheller for her assistance in the application process.



Merrimac Select Board

2 School Street

Merrimac, MA 01860

Meeting: 06/24/24 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

HISTORY:

06/10/24

Merrimac Select Board

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 stick to facts and public forums should not be misleading to residents.

COMMENTS - Current Meeting:

Wayne Adams said he and Irina Gorzynski met for an hour with Mary Usovicz and light dept. Shares that Usovicz said there are 44 communities with light depts and are running into the same problems. Adams says it sounds slightly adversarial. Gorzynski says the items are separate from the Burnside Ln issue. Gorzynski believes Usovicz signed a contract to move forward on the study. Gorzynski says their main switch with National Grid is at 9 Burnside Ln. Due to potential future needs, they need to maintain the property. Gustison's understanding was they weren't asking to keep it as a substation. Gorzynski says the light dept is not doing anything until the study is done. Bruno says last time Mary said there was a study for \$3000. Gorzynski would like to table. Focus was about making sure the site is clean. They are not certain that light dept is involved in the master plan. Manni notes you return something the way it was or better. Manni and McLeod feel the land should be a town meeting issue. Bruno is concerned about what is being done with the \$30,000 proposal study Gorzynski mentioned. Manni says he would like to talk next meeting about the substation. Bruno asks that they get the contract. McLeod will contact the planning board about including the light dept in the master plan.



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



Agenda Item
Finance
06/24/24

Year End Transfer Requests

Subject:

Attachments:

IT Request for Transfer

Fire Request for Transfer

Select Board Request for Transfer



Request for Appropriation Transfers Between or Within Departments

YET #: FY 24 - 07
 BAE#: _____
 (Accountant Use Only)

Date: 06/10/2024

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	\$ 2,836
To be Transferred From (Name of Approp): <u>Asst Town Accountant wages</u>	GL# 01-135-5113-000000
Present Balance in Above Appropriation after reserving \$1,535.63 for payroll.	\$ 3,443.17
To be Transferred To (Name of Approp): <u>Town Hall IT</u>	GL# 01-155-5306-000000
Present Balance in Source of Appropriation	\$ 1,416.39

Request Submitted By (Signature Required):


 Officer or Department Head

Reasons for Transfer:

1. Promo on firewall (name withheld for security reasons) Save on 3-year subscription plus free upgraded hardware. <additional \$1,000>
2. Laptop/software/labor for accountant <\$1,646> and prepping accountant's current laptop for assistant accountant <\$190>

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

Please Note:

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

REV 05/15/23

Anne Jim - Accounting (X3005)

From: Crystal.Martinez@Dell.com
Sent: Monday, June 10, 2024 12:24 PM
To: Anne Jim - Accounting (X3005); Crystal.Martinez@Dell.com
Subject: Your Dell Quote 3000177725282.1 | Latitude 3540 w/ Adobe & Office H&B



Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Jul. 10, 2024**.

You can download a copy of this quote during checkout.

Place your order

Quote Name:	Latitude 3540 w/ Adobe & Office H&B	Sales Rep	Crystal Martinez
Quote No.	3000177725282.1	Phone	(800) 456-3355, 6186451
Total	\$1,265.10	Email	Crystal.Martinez@Dell.com
Customer #	10362582	Billing To	ANNE JIM
Quoted On	Jun. 10, 2024		TOWN OF MERRIMAC
Expires by	Jul. 10, 2024		2 SCHOOL ST
Contract Name	OMNIA-National Cooperative Purchasing Alliance (NCPA)		MERRIMAC, MA 01860-1915
Contract Code	C000001019611		
Customer Agreement #	NCPA 01-143		
Deal ID	27704170		

1,265.10 LAPTOP+SOFTWARE
 390.00 MAX-LABOR
 1,655.10

Message from your Sales Rep

All Orders are now being processed through Self-Checkout Online. Simple, Fast and Secure. Log into Premier Portal to place your order. If you do not have one, ask me how you can get a personalized page. If you do not have a Premier Page set up yet, you can click & process your order at dell.com/qto choose 'Checkout as a Guest.'

Regards,
Crystal Martinez

Attachment: IT Request for Transfer (Year End Transfer Requests)

YET #: FY -

BAE#:

(Accountant Use Only)



Request for Appropriation Transfers Between or Within Departments

Date: 5/12/2024

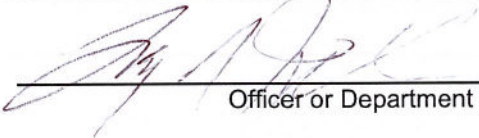
Board of Selectmen & Finance Committee

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	\$65,000
To be Transferred From (Name of Approp): <u>Fire On-call</u>	GL#220-5410-000000
Present Balance in Above Appropriation	\$77,514.05
To be Transferred To (Name of Approp): <u>Fire Equipment & Repairs</u>	GL#220-5244-000000
Present Balance in Source of Appropriation	\$27,057.60

Request Submitted By (Signature Required):


 Officer or Department Head

Reasons for Transfer:

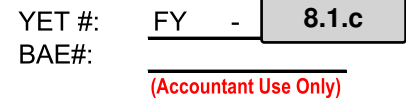
Our present cascade sytem (1998) has failed and is no longer safe to operate. The system safety switches and regulators are not working which results in the system exposing the operator of the equipment to a life loss or significant injury risk. This also exposes the Town to an unacceptable and unnecessary risk by attempting to use this equipment. I have ordered a replacement unit as we need to be able to fill our SCBA bottles that we use during fire operations and trainings. The equipment is due in the coming week. I did make Carol aware of the issue prior to ordering a replacement.

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.

REV 05/15/23



Date: 06/18/24

Packet Pg. 84

Attachment: Select Board Request for Transfer (Year End Transfer Requests)



Agenda Item
Merrimac Select Board
06/24/24

FY25 Annual Appointments by the Select Board

Subject:

Attachments:

FY25 BOS Appointments Memo

Police Appointments FY25

Election Roster



MEMO

TO: Honorable Select Board

FROM: Jennifer Penney, Executive Assistant

DATE: 6/13/24

SUBJECT: Boards & Committees-Appointments

Please appoint for Fiscal Year 2025.

Affordable Housing Board of Trustees – Members serve 2-year terms. Please appoint members to a 2-year term ending 6/30/26. Selectmen Representative is appointed annually with a term ending 6/30/25. One vacancy for a remaining 1-year term ending 6/30/25.

1. Colleen Ranshaw-Fiorello - 2-year term ending 6/30/26
2. Phil Parry - 2-year term ending 6/30/26
3. Sandra Venner- 2-year term ending 6/30/26
4. Irina Gorzynski – 1-year term ending 6/30/25

Board of Registrars- Appointed annually. Please appoint to one year term ending 6/30/25.

1. Ricky Pinciario
2. Robert Sinibaldi
3. Alyssa Estrada

Capital Planning Committee – Three members at large serving 3-year rotating terms; Finance Committee and Selectmen Representatives annually. Please appoint for member at large term ending 6/30/26 and remainder of members to term ending 6/30/25

1. Sandy Venner-3-year term ending 6/30/26
2. Mike Marden, Finance Committee Rep - annual term ending 6/30/25
3. Carol McLeod, Ex Officio Member – annual term ending 6/30/25
4. Chris Manni -annual term ending 6/30/25

Commission on Disabilities – The Board of Selectmen set the number of members to serve on the COD annually. 7 members and 1 alternate for the upcoming year. The Commission on Disabilities members each serve a 3-year term. Please reappoint the two members listed below to a 3-year term ending 6/30/2027.

1. Robert Hart, Vice Chairman -3-year term ending 6/30/27
2. Margaret Sullivan, Member - 3-year term ending 6/30/27

Conservation Commission – The Conservation Commission is made up of seven (7) members and up to two (2) alternates. The members each serve a 3-year term. Agent is appointed annually. Please appoint the 3 members listed below to a 3-year term ending 6/30/2027. There is one vacancy for an alternate.

1. Arthur Yarranton - 3-year term ending 6/30/2027
2. Wystan Umland - 3-year term ending 6/30/2027
3. Charlie Covahey – 3-year term ending 6/30/2027

Council on Aging Board – Council on Aging is made up of seven (7)- eleven (11) members with two (2) alternates. Members serve a 3-year term. Please appoint the members listed below to a 3-year term ending 6/30/27.

1. Donna Doherty – 3-year term ending 6/30/2027
2. David Vance – 3-year term ending 6/30/2027
3. Candie Benjamin – 3-year term ending 6/30/2027

Election Workers – Please see attached. Appointed annually. Please appoint members to a one-year term ending 6/30/25.

Historical Commission – Members serve a 3-year staggered terms. Please appoint member to a 3-year term ending 6/30/27. There are two vacancies.

1. Herb Cresey – 3 year term ending 06/30/27

MA Cultural Council- Members may serve a limit of two, 3-year successive terms. Please appoint member to a 3-year term ending 6/30/27.

1. Dave Olds – 3 year term ending 6/30/27
2. Patty Olds – 3 year term ending 6/30/27

Merrimack River District Commission (MRDC) - Steering Committee Appointed annually. Please appoint to one year term ending 6/30/25.

1. Jerome Mathieu

MBTA Designee - Appointed annually. Please appoint to one year term ending 6/30/25.

1. Bill Andrulitis

MVPC Designee- Appointed annually. Please appoint to one year term ending 6/30/25.

1. Tom Abisalih

MVRTA Designee - Appointed annually. Please appoint to one year term ending 6/30/25.

1. Mitch Kostoulakos

Occupational Safety and Health Administration Committee – Appointed annually. Please appoint to one year term ending 6/30/25.

1. Larry Fisher
2. Alyssa Sexton
3. Jimmy Clark
4. Christopher Perkins
5. Eric Shears
6. Leo Reynolds
7. Mary Usovicz

8. Robert Sinibaldi
9. Carol McLeod

OPEB Trustees - Appointed annually. Please appoint to one year term ending 6/30/25.

1. Carol McLeod - Finance Director
2. Anne Jim - Accountant
3. Chris Manni – Select Board Chair
4. Marcia Zosack - Finance Committee Chair
5. Mary Usovicz- Light Manager

Open Space Committee - Appointed to staggered terms of two years. Please appoint the following to two year term ending 6/30/26.

1. Sandra Venner - 2-year term ending 6/30/2026
2. Susan Simmons -2-year term ending 6/30/2026
3. Martin Hanlon - 2-year term ending 6/30/2026
4. Sean Wright – 2-year term ending 6/30/2026

Planning Board Alternate – Appointed annually. Please appoint to a one-year term ending 6/30/25.

1. Sandra Venner

Police Appointed annually. Please appoint to one year term ending 6/30/25.

1. Attached.

Rent Control Board – Made up of 3 members appointed to staggered terms of 3 years. Selectmen's representative appointed annually. Please appoint to 3-year term ending 6/30/27.

1. Bronwyn Crocker – 3 year term ending 6/30/27

School Building Committee – Appointed annually. Please appoint to one year term ending 6/30/25.
Two vacancies

- 1.
2. Carol McLeod
- 3.

Zoning Board of Appeals- Members serve a 3-year term. Select Board Representative is Rob Gustison are Alternates appointed annually. Please appoint to 3-year term ending 6/30/27

1. Rob Gustison -Select Board Rep.-Annual Appointment term ending 06/30/25
2. Joanne Rodrigues
3. Ken Nobrega

Miscellaneous Departments – Appointed annually. Please appoint to one year term ending 6/30/25.

- | | |
|-----------------------------------|-----------------------------|
| 1. Alternate Electrical Inspector | Thomas Tombarello Jr. |
| 2. Town Counsel | Mead, Talerman & Costa, LLC |
| 3. Weights and Measures | Leonard Rose |
| 4. Electrical Inspector | Peter Murphy |



Eric M. Shears
Chief of Police

Merrimac Police Department

2 Jana Way
Merrimac, Massachusetts 01860

Tel: 978-346-832
Fax: 978-346-059

8.2.b



June 20, 2024

Merrimac Select Board
2 School Street
Merrimac, MA 01860

Dear Honorable Select Board,

This is the current list of Police Department employees for this year's (FY25) appointments.

NAME	TITLE
Eric Shears	Chief of Police
Richard Holcroft	Sergeant
Stephen A. Ringuette	Sergeant
Stephen Beaulieu	Full-Time Police Officer/Detective/School Resource Officer
Brett Remon	Full-Time Police Officer
Jonathan Hewey	Full-Time Police Officer
Scott LaValley	Full-Time Police Officer
William David	Full-Time Police Officer
Adam White	Full-time Police Officer
Keith Cote	Part-Time Reserve Police Officer
Stephen M. Ringuette	Special Police Officer
David Vance	Special Police Officer/Part -Time Dispatcher
Mark Sayers	Full-time Dispatch Supervisor
Rebecca Armstrong	Full-Time Dispatcher
Lorna Morgan	Full-Time Dispatcher
Emanuel (Manny) Tickelis	Full-Time Dispatcher
James Stoner	Part-time Dispatcher
Gabriel Ricker	Part-Time Dispatcher
Mikara Crowley	Part-Time Dispatcher
Katelyn Drago	Part-Time Dispatcher
David Knight	Part-time Dispatcher
Joelle Mather	Administrative Assistant/ Part-Time dispatcher
Vacant – Employment Offer Extended – 06/20/2024	Animal Control Officer
Vacant	Animal Control Officer- Covering

Thank you,

Eric M. Shears
Chief of Police

Attachment: Police Appointments FY25 (FY25 Annual Appointments by the Select Board)

Town of Merrimac

Merrimac, MA 01860

Contact:

Date Printed: June 12, 2024

Active Member Roster

Elections

Members:	Position	Orginal Appointment	Sworn Date	Term End	Notes
Donna Berard	Member		7/10/2023	6/30/2024	
Merrimac, MA 01860					
Kendra Blitz	Appointed		7/10/2023	6/30/2023	
Merrimac, MA 01860					
Kathy Devaney 50 ORCHARD ST Merrimac, MA 01860	Member		7/10/2023	6/30/2024	
Donna Doherty 1 Regency Village Way Merrimac, MA 01860	Member		7/10/2023	6/30/2024	
Marilyn Dutton 5 NANCY ANN LN Merrimac, MA 01860	Member		7/10/2023	6/30/2024	
Connie Haberkern 1 FOREST ST Merrimac, MA 01860	Member		7/10/2023	6/30/2024	

Attachment: Election Roster (FY25 Annual Appointments by the Select Board)

Town of Merrimac

Merrimac, MA 01860

Contact:

Date Printed: June 12, 2024

Active Member Roster

Elections

Members:	Position	Orginal Appointment	Sworn Date	Term End	Notes
Kathy Jones	Member		7/10/2023	6/30/2024	
Merrimac, MA 01860					
Carolyn Kelly	Member		7/10/2023	6/30/2024	
Merrimac, MA 01860					
Irene Kimbrell	Appointed	6/26/2023	7/10/2023	6/30/2024	
38 School Street					
Merrimac, MA 01860					
Maripaul McGinn	Appointed	6/26/2023	7/10/2023	6/30/2024	
(978) 609-4007					
12 WINTER ST					
Merrimac, MA 01860					
trustees@merrimaclibrary.org#mailto:trustees@merrimaclibrary.org#					
Carol McHale	Member		7/10/2023	6/30/2024	
Merrimac, MA 01860					
Connie O'Neil	Member		7/1/2019	7/7/2020	EID 750
15 Merrimac Street					
Merrimac, MA 01860					

Town of Merrimac

Merrimac, MA 01860

Contact:

Date Printed: June 12, 2024

Active Member Roster

Elections

Members:	Position	Orginal Appointment	Sworn Date	Term End	Notes
Fonda Page 3 Meadow Abe Merrimac, MA 01860	Member		7/10/2023	6/30/2024	EID 869
Alberta T Peavey 25 WINTER ST Merrimac, MA 01860	Member		7/1/2019	7/7/2020	EID 636
Andrea Pollard Merrimac, MA 01860	Member		7/10/2023	6/30/2024	
Carol Traynor Merrimac, MA 01860	Member		9/8/2022	6/30/2023	
Ann N Trenholm 5 C Greenleaf Drive Merrimac, MA 01860	Member		7/10/2023	6/30/2024	
David J. Vance 10 Pleasantview Ave Merrimac, MA 01860	Member		7/10/2023	6/30/2024	

Attachment: Election Roster (FY25 Annual Appointments by the Select Board)



Agenda Item
Town Clerk
06/24/24

Swearing in Ceremony for New Appointments

Subject:

To The Honorable Select Board,

I would like to discuss having a swearing in ceremony for those who are newly appointed.

Thank you,

Gwen Lay Sabbagh



Agenda Item
Town Clerk
06/24/24

Apply for Electrify Merrimac Grant

Subject:

To the Honorable Select Board,

Carol Traynor and myself would like to discuss the feasibility of applying for the Electrify Merrimac Grant through the Merrimac Light Department in order to light the Town Hall Clock Tower. As you know Carol and I have been working toward keeping the Clock in good working order by proper and continued maintenance and we feel that lighting the Clock Tower would be a great enhancement and be a timely addition as we approach our 150th Anniversary. We look forward to hearing your ideas and hope to have your continued support in this undertaking.



Agenda Item
Merrimac Select Board
06/24/24

Discussion Regarding Board of Assessors

Subject:



Agenda Item
Public Works
06/24/24

Master Plan Reimbursement

Subject:

Attachments:

FY23 HC Invoice 4-Town of Merrimac

FY23 HC Invoice 4-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 4
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:	5/22/2024 to 6/30/2024
Description of Service:	Inventory and assessment
Total Amount Due this Invoice:	65,250.00
Approved by:  <i>Signature of Authorized Signatory</i>	

Attachment: FY23 HC Invoice 4-Town of Merrimac (Master Plan Reimbursement)



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 4
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:	5/22/2024 to 6/30/2024
Description of Service:	Inventory and assessment
Total Amount Due this Invoice:	65,250.00
Approved by:  <i>Signature of Authorized Signatory</i>	

Attachment: FY23 HC Invoice 4-Town of Merrimac (Master Plan Reimbursement)



Agenda Item
Fire
06/24/24

Fire Chief and Asst. Chief Vacation Transfer Request

Subject:



Merrimac Fire Department

16 East Main Street

Merrimac, MA 01860-2019

Office - 978-346-8211

Fax - 978-346-9227

Email - lfisher@merrimacfire.org <<mailto:lfisher@merrimacfire.org>>

Larry S. Fisher
Fire Chief/ EMD

June 10, 2024

Dear Select Board members,

I am writing to request that Asst. Chief Habgood and myself be permitted to carryover the maximum allowed vacation time into the next fiscal year. As much as we have tried or attempted to



Agenda Item

Fire

06/24/24

plan to use vacation time, we are barely able to use holidays that we are owed because we work them. This is because we have been required to work a significant number of hours due to staffing shortages.

On the bright side, I have been interviewing some applicants lately that will hopefully bring us some relief in the not too far future.

Respectfully,

Larry Fisher

Fire Chief/EMD

Attachments:

Vacation transfer request- larry -greg-2024



Larry S. Fisher
Fire Chief/ EMD

Merrimac Fire Department

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

June 10, 2024

Dear Select Board members,

I am writing to request that Asst. Chief Habgood and myself be permitted to carryover the maximum allowed vacation time into the next fiscal year. As much as we have tried or attempted to plan to use vacation time, we are barely able to use holidays that we are owed because we work them. This is because we have been required to work a significant number of hours due to staffing shortages.

On the bright side, I have been interviewing some applicants lately that will hopefully bring us some relief in the not too far future.

Respectfully,

Larry Fisher
Fire Chief/EMD

Attachment: Vacation transfer request- larry -greg-2024 (Fire Chief and Asst. Chief Vacation Transfer Request)



Agenda Item
Merrimac Select Board
06/24/24

Active Transportation Infrastructure Investment Program ATTIP Support Letter

Subject:

Needs vote of the board

Attachments:

ATIIP



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 12, 2024

The Honorable Pete Buttigieg, Secretary
 U.S. Department of Transportation
 1200 New Jersey Avenue, SE
 Washington, DC 20590

Secretary Buttigieg:

I am writing to convey support for the Merrimack Valley Planning Commission's (MVPC) Active Transportation Infrastructure Investment Program (ATIIP) grant application. MVPC's ATIIP application packages planning and design work for safe and comfortable pedestrian and bicycle infrastructure along the Route 110 corridor from Methuen to Amesbury.

Route 110 presents an opportunity to connect the communities of Methuen, Lawrence, Haverhill, Merrimac, and Amesbury, creating an east-west active transportation spine. It is an excellent candidate for this funding and fits the spirit of ATIIP. The facility will enhance comfort and safety of people navigating the region by sustainable and equitable modes of transportation. Each community along the corridor has Regional Environmental Justice (REJ+) neighborhoods that currently lack and would benefit from access to safe, high quality active transportation options. The entire corridor is served by MeVa bus service which provides free transportation options and allows intermodal options with the recent addition of bike racks on each bus. Many people walk, bike, and take transit along the corridor even though the facility ranks as an area of focus on our region's High Injury Network (HIN). Creating a corridor that allows people to walk, bike, and take transit in a safe and comfortable environment will grant access to opportunities that enhance the quality of life for people living in each of the five communities served.

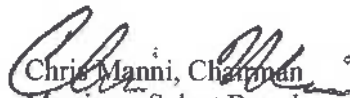
The corridor runs through the downtowns of each community and presents opportunities to enhance the economic vitality of the historic urban and town centers. In Methuen, the city has a vision to create a mixed-use corridor along Merrimack Street (Route 110). In Lawrence, the city aims to connect neighborhoods to the Lawrence to Manchester Rail Trail that runs north to south through the proposed corridor. In Haverhill, the city is revitalizing Washington Street and creating an active transportation network via the Bradford Rail Trail. In Merrimac, the town saw their economy fall off with the introduction of I-495 and has since been seeking ways to reinvigorate their town by creating a main street feel along Route 110. In Amesbury, the city was the first of the coastal communities to complete their rail trail (the Riverwalk) and has since created a destination in their downtown that invites people by active modes from the east. This project would expand connectivity for communities west of city limits. Further, the project would also build upon other Federal grant projects that have been approved or have been submitted for approval. Two of these are located in Haverhill and include the Safe Streets and Roads for All (SS4A) Action Plan and Demonstration Grant along Main Street and the Reconnecting Communities & Neighborhoods (RCN) Grant along Bailey Boulevard.

Pursuing this grant application is consistent with the Merrimack Valley Metropolitan Planning Organization's (MVMPO) Metropolitan Transportation Plan (MTP). The MTP identifies expanding the active transportation network as a priority strategy to reach the goal of shifting people from driving to

sustainable modes of transportation. The Route 110 corridor is identified as a priority east/west corridor in the MVMPO's Active Transportation Plan, which seeks to initiate priority active transportation projects that connect the communities in the Merrimack Valley. The grant application is also consistent with the vision MassDOT has for the segment of Route 110 from Lowell to Methuen as seen in early designs for Project number 608816.

The intent of the ATIIP federal grant program aligns well with the proposed Route 110 project as it specifically calls for projects that create spines of active transportation infrastructure to address safety, equity, and sustainability challenges. The Merrimack Valley region would be grateful for your support in our pursuit of this grant opportunity.

Sincerely,


Chris Manni, Chairman
Merrimack Select Board



Agenda Item
Merrimac Select Board
06/24/24

Municipal Notice: Host Community Agreement Determination: (MTC1245)

Subject:

Attachments:

Municipal Notice_ Host Community Agreement Determination_ (MTC1245)

N-HCAD-BEWELL ORGANIC MED-MTC1245

From: [CCC Licensing](#)
To: [CCC Licensing](#); [Jennifer Penney - Select Board \(X3080\)](#); [Gwen Lay Sabbagh - Clerk \(X3030\)](#)
Cc: [April Lyskowsky](#)
Subject: RE: Municipal Notice: Host Community Agreement Determination: (MTC1245)
Date: Thursday, June 13, 2024 11:52:13 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[N-HCAD-BEWELL_ORGANIC_MED-MTC1245.pdf](#)

To Whom It May Concern,

In accordance with 935 CMR 500.180 the Commission is providing you with the attached notice to inform you of certain deficiencies identified within the Host Community Agreement provided by BeWell Organic Medicine, Inc.

If you are not the Chief Executive Officer of the municipality, please direct this email to their attention.

If you have any questions, please do not hesitate to contact us via email at licensing@cccmass.com.

Kind Regards,
Amanda



Amanda
Licensing Specialist
 Pronouns: She, Her, Hers
 Cannabis Control Commission
 Union Station
 2 Washington Square
 Worcester, MA 01604
Licensing@cccmass.com
www.MassCannabisControl.com



Considering applying for a Marijuana Establishment or Medical Marijuana Treatment Center license? This is a great place to start: [Guidance on Licensure](#).

Please consider all email communications sent to or received by the Cannabis Control Commission (Commission) to be a matter of public record. Commission emails may be disclosed in response to a request made pursuant to the Public Records Law, G. L. c. 66, §10 and G. L. c. 4, §7, cl. 26, or in response to other compulsory legal process.

From: CCC Licensing <licensing@cccmass.com>
Sent: Thursday, June 13, 2024 11:45 AM
To: selectmen@townofmerrimac.com; townclerk@townofmerrimac.com

Cc: CCC Licensing <licensing@cccmass.com>; April Lyskowsky <april@bewell420.com>

Subject: Municipal Notice: Host Community Agreement Determination: (MTC1245)

To Whom It May Concern,

In accordance with 935 CMR 500.180 the Commission is providing you with the attached notice to inform you of certain deficiencies identified within the Host Community Agreement provided by BeWell Organic Medicine, Inc.

If you are not the Chief Executive Officer of the municipality, please direct this email to their attention.

If you have any questions, please do not hesitate to contact us via email at licensing@cccmass.com.

Kind Regards,
Sarah



Sarah, Licensing Specialist
Pronouns: She, Her, Hers
Cannabis Control Commission
Union Station
2 Washington Square
Worcester, MA 01604
licensing@cccmass.com
www.MassCannabisControl.com



Considering applying for a Marijuana Establishment or Medical Marijuana Treatment Center license? This is a great place to start: [Guidance on Licensure](#).

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Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

This email has been scanned for viruses and malware, and may have been automatically archived by Mimecast, a leader in email security and cyber resilience. Mimecast integrates email defenses with brand protection, security awareness training, web security, compliance and other essential capabilities. Mimecast helps protect large and small organizations from malicious activity, human error and technology failure; and

to lead the movement toward building a more resilient world. To find out more, visit our website.



June 13, 2024

Municipality of Merrimac
 Chief Executive Officer
selectmen@townofmerrimac.com
townclerk@townofmerrimac.com

HOST COMMUNITY AGREEMENT DETERMINATION

HOST COMMUNITY AGREEMENT DETERMINATION PROCESS

As part of the Renewal process the Commission evaluates the compliance of the Host Community Agreement (“HCA”) that was submitted in accordance with the laws and regulations of the Commonwealth pursuant to M.G.L. c. 94G § 3 (d)(1)-(5); 935 CMR 500.180; and/or 935 CMR 501.180. Both the Marijuana Establishment/MTC and the Host Community named above is receiving this notice as parties to the HCA. The applicant/licensee is as follows:

Applicant/Licensee Business Name:	BeWell Organic Medicine, Inc.
Application/License Number(s):	MTC1245
Application Type	Renewal License Application
Applicant/Licensee Email:	april@bewell420.com
HCA/HCA Waiver Execution Date:	August 8, 2022

Upon review, it has been determined that the parties’ HCA, submitted by the applicant/licensee and attached to this notice, is noncompliant with current Commission regulations contained in 935 CMR 500.180 and/or 935 CMR 501.180.

Please note that HCAs prepared prior to the enactment of Chapter 180 of the Acts of 2022: *An Act Relative to Equity in the Cannabis Industry* and associated regulations promulgated by the Commission on October 27, 2023 did not consider these new requirements. Please review Commission regulations at <https://masscannabiscontrol.com/know-the-laws/> for more information including current requirements relative to HCAs, such as prohibited and required terms.

Please note that the applicant/licensee may have other requirements that need to be addressed notwithstanding noncompliance of the HCA.

The parties have the following options to come into compliance on this matter:



- The parties may submit a compliant HCA;
- The parties may submit an HCA Waiver. The HCA Waiver is located on the Commission's website via the following link: [Forms and Templates - Cannabis Control Commission Massachusetts \(masscannabiscontrol.com\)](https://www.masscannabiscontrol.com/forms-templates); or
- The parties may proceed under the Model Host Community Agreement. The Model Host Community Agreement is located on our website via the following link: [Forms and Templates - Cannabis Control Commission Massachusetts \(masscannabiscontrol.com\)](https://www.masscannabiscontrol.com/forms-templates)

WHAT ARE YOUR NEXT STEPS?

The Host Community and the applicant/licensee that are parties to the HCA must rectify the noncompliant issues identified above. Failure to submit a compliant HCA or an HCA Waiver constitutes grounds for denial of a renewal application or result in the application remaining incomplete as it relates to new license applications, changes of ownership requests, or change of location requests.

The applicant/licensee should provide a compliant HCA, or HCA waiver, within thirty (30) days of receiving this determination.

Additional information related to noncompliance may be included in a Request for Information or Notice of Deficiency issued to the Licensee.

For additional assistance, please review the Commission's Guidance on Host Community Agreements, which is located via the following link: [Guidance Documents - Cannabis Control Commission Massachusetts \(masscannabiscontrol.com\)](https://www.masscannabiscontrol.com/guidance-documents)



IMPORTANT! This document(s) contains important information that could impact your license application or license. It is critical that you understand the information in this document. Please have it translated immediately.

Spanish:

¡ATENCIÓN! Este documento incluye información importante que podría afectar su licencia o solicitud de licencia. Es fundamental que entienda la información en este documento. Por favor, traducir de inmediato.

Traditional Chinese:

重要信息！ 本文檔包含可能影響您的執照申請或執照的重要信息。您理解本文檔中的信息這一點至關重要。請立即找人翻譯此文件。

Haitian Creole:

ENPÒTAN! Dokiman sa a genyen enfòmasyon enpòtan ladan li ki te ka afekte demann ou pou lisans oswa lisans ou. Li kritik ou konprann enfòmasyon ki nan dokiman sa a. Tanpri fè yon moun tradwi li imedyatman.

Portuguese:

IMPORTANTE! Este(s) documento(s) contém informações importantes que podem afetar seu requerimento de licença ou licença. É fundamental que você compreenda as informações contidas nele(s). Obtenha a tradução imediatamente.

CV Creole:

É IMPORTANT! Es dukumentu(s) ten informason importantis ki podi afeta bu pididu di lisensa ou lisensa. É fundamental ki bu kompriendi informason nes dukumentu. Pur favor, traduzi imidiatamenti.

Vietnamese:

QUAN TRỌNG! (Các) tài liệu này có chứa thông tin quan trọng có thể ảnh hưởng đến đơn xin cấp giấy phép hoặc giấy phép của quý vị. Điều quan trọng là quý vị phải hiểu thông tin có trong tài liệu này. Hãy dịch nó ngay lập tức.

Yoruba:



Ó ŞE PÀTÀKÌ! Ìfitónilétí pàtàkì wà nínú (àwọn) ìwé yìí tí ó lè ní ipa lórí ibéèrè fún ìwé àşẹ tàbí ìwé àşẹ rẹ. Ó şe kókó kí ifitónilétí inú ìwé yìí yé ọ. Jòwọ́ túmò rẹ lójúkan nàà.

French:

"IMPORTANT ! Ce(s) document(s) contient des informations importantes qui pourraient avoir un impact sur votre demande de licence ou votre licence. Il est essentiel que vous compreniez les informations contenues dans ce document. Veuillez le faire traduire immédiatement."

Greek:

ΣΗΜΑΝΤΙΚΟ! Αυτό το έγγραφο περιέχει σημαντικές πληροφορίες που μπορεί να επηρεάσει την αίτηση έκδοσης άδειας ή την ίδια την άδεια. Είναι πολύ σημαντική η κατανόηση των πληροφοριών αυτού του εγγράφου. Παρακαλώ μεταφράστε το άμεσα!

Italian:

IMPORTANTE! Questo(i) documento(i) contiene informazioni importanti che potrebbero influenzare la tua richiesta di candidatura o licenza. È fondamentale che tu comprenda le informazioni contenute in questo document. Si prega di farlo tradurre immediatamente.





Agenda Item
Merrimac Select Board
06/24/24

Resignation of James Killelea from Police Department

Subject:



Agenda Item
Merrimac Select Board
06/24/24

Rescind Conditional Offer Letter Thistlewood 061724

Subject:



Agenda Item
Merrimac Select Board
06/24/24

Softball Field Fencing

Subject:

Per request of Bob Sinibaldi

Attachments:

Donaghue School Fencing 6-10-24

**66 PROGRESS AVE.
TYNGSBORO, MA 01879**



**TEL. (978) 649-7444
FAX (978) 649-7455**

EI Job No. 24-130

PROPOSAL

June 10, 2024

Robert Sinibaldi
Town of Merrimac
4 School St.
Merrimac, MA 01860

RE: HELEN R. DONAGHUE SCHOOL

Robert:

Emanouil, Inc. is pleased to furnish our proposal for **HELEN R. DONAGHUE SCHOOL in MERRIMAC, MA.** Please find below a scope of the work we will perform.

SCOPE:

BACKSTOP: 10' x 20' x 10' x 15'6" 3-sided

Remove and dispose of the existing rails and chain link mesh.

The lower tiers add 8' high #6-gauge black chain link mesh.

Upper tiers add 8' high #9-gauge chain link mesh to overlap the lower tier for total height of 15'6"

DUGOUTS: 6' x 21' x 6' x 6' 4-sided

The sides of the fence that faces the field will be 6' high #6-gauge black chain link mesh.

The side of the fence that faces spectators will be 6' high #9-gauge black chain link mesh.

The price includes the addition of 8 new posts dug and set into concrete at the 2 dug outs (4 ea)

The price includes the addition of a 6' high #6-gauge chain link fence and bottom rail at the two sections of fence between the backstop and the dugouts.

Attachment: Donaghue School Fencing 6-10-24 (Softball Field Fencing)

TOTAL.....\$20,750.00

EXCLUSIONS/CLARIFICATIONS

- ANY POLICE DETAILS BY OTHERS
- ALL PERMITS REQUIRED BY OTHERS
- PROPOSAL BASED ON A 2024 INSTALLATION – SUBJECT TO REVIEW IF LATER INSTALLATION DATE
- PROPOSAL SUBJECT TO REVIEW IN 30 DAYS
- EMANOUIL, INC IS A UNION SHOP COMPANY
- PROPOSAL IS BASED ON CURRENT PREVAILING WAGE RATES
- UNLESS NOTED ALL SUBGRADE ESTABLISHMENT AND PREPARATION IS BY OTHERS
- PROPOSAL BASED ON ACCESS OF THE REQUIRED MACHINES/EQUIPMENT TO ALL AREAS TO BE LANDSCAPED.
- PLEASE NOTE OTHER EXCLUSIONS THAT MAY BE LISTED WITH EACH ITEM

Please feel free to call if you have any questions.

Very truly yours,

EMANOUIL, INC.

Gregory Towson
Vice President, Operations

Attachment: Donaghue School Fencing 6-10-24 (Softball Field Fencing)



Agenda Item
Council on Aging
06/24/24

Performance Evaluation-Danielle Cataldo-PHN

Subject:

Please see the enclosed positive performance evaluation for Danielle Cataldo, RN, MSN, Merrimac PHN

I am recommending the 1% increase as such.



Agenda Item
Merrimac Select Board
06/24/24

Comcast- Merrimac_ Letter of Support, Requested_ MBI Broadband Infrastructure Gap Networks Grant Program

Subject:

Attachments:

Merrimac_ Letter of Support, Requested_ MBI Broadband Infrastructure Gap Networks Grant Program

From: [Morris, Kerry](#)
To: [Jennifer Penney - Select Board \(X3080\)](#)
Subject: Merrimac: Letter of Support, Requested* MBI Broadband Infrastructure Gap Networks Grant Program
Date: Monday, June 17, 2024 5:26:31 PM
Attachments: [image001.png](#)
[image002.png](#)
Importance: High

Hi Jennifer,

Comcast is applying for the **Broadband Infrastructure Gap Networks Grant- Round II** through the **Massachusetts Broadband Institute, MBI**. As I reviewed in December, from my previous letter of support-request, this program aims to address the digital needs of MA residents and businesses by funding the deployment of broadband infrastructure in areas that currently lack access to sufficient broadband internet service. The best part is that this initiative will not require any funding from the town or its residents. This will be entirely funded by state and Comcast dollars.

Comcast is committed to bringing our services right to residents' front doors. **We kindly request the support of the town for our Broadband Infrastructure Gap Networks Grant application.** With your support, we hope to secure the necessary funding to connect all unserved locations in the city.

We are requesting that the BOS **sign a letter of support (see below for letter language)** for the project which will be included in our application. **If you are willing to support this initiative, please paste this language onto your letterhead and email the letter (as an attachment) to me by Friday, June 21st.**

Reach out with any questions!

Thank you-

Kerry



SAMPLE LETTER

CITY/TOWN LETTERHEAD

DATE

Re: MBI Broadband Infrastructure Gap Networks Grant Program

To whom it may concern,

The Commonwealth of Massachusetts through its Capital Projects Fund has established the Broadband Infrastructure Gap Networks Grant Program. This program will fund broadband to unserved areas and the City/Town of _____ is very happy to hear that Comcast is planning to submit an application.

Comcast is an extremely valuable company and partner within the City/Town of _____ which relies heavily upon Comcast's infrastructure. They have continually invested in their network providing a fast, secure and reliable product that can meet the growing business and residential needs.

Comcast services proved critical during the Covid pandemic. The community was able to successfully transition to remote learning and working by utilizing Comcast's robust network. Broadband continues to be integral to our community's needs and Comcast is the best company to provide the "last mile" connections.

We highly support Comcast's Broadband Infrastructure Gap Networks Grant Program application and recommend they receive the funding needed to connect unserved residents within the City/Town of _____,

Thank you,

Name

Title

City/Town of _____



Agenda Item
Merrimac Select Board
06/24/24

Verizon-State Broadband Infrastructure Grant (MBI) - Merrimac

Subject:

Attachments:

State Broadband Infrastructure Grant (MBI) - Merrimac

Broadband Infrastructure Gap Networks Grant Program _ MBI

FW_ URGENT - State Broadband Infrastructure Grant (MBI) - Merrimac

From: [Carol McLeod - Finance \(X3040\)](#)
To: [Jennifer Penney - Select Board \(X3080\)](#)
Subject: Fwd: URGENT - State Broadband Infrastructure Grant (MBI) - Merrimac
Date: Monday, June 17, 2024 3:45:46 PM
Attachments: [Merrimac LOS Munis\(VERIZON\) MA.docx](#)

Did you get this?
Sent from my iPhone

Begin forwarded message:

From: "Cummings, Ellen M" <ellen.m.cummings@verizon.com>
Date: June 17, 2024 at 3:43:53 PM EDT
To: "Carol McLeod - Finance (X3040)" <cmcleod@townofmerrimac.com>
Subject: URGENT - State Broadband Infrastructure Grant (MBI) - Merrimac

Good Afternoon,

Verizon New England Inc. ("Verizon") plans to propose a broadband infrastructure project in Merrimac pursuant to the Massachusetts Broadband Institute (MBI) Broadband Infrastructure Gap Networks Grant Program. For consideration, MBI requires that providers obtain letters of support from the municipal leaders of the communities they propose to build out. Please accept this correspondence as a request for your support of our application to MBI.

The proposed project will expand Verizon's fiber optic network and facilitate broadband access for unserved and underserved residents and businesses, with a focus on economically disadvantaged communities. We recognize that access to broadband is critical to full participation in a global digital economy including working from home, finding employment, educating children remotely, and accessing critical telehealth services. Affordability is equally important, which is why Verizon participates in the federal Affordable Connectivity Program (ACP). Our Fios Forward plan provides free home internet service -- with no equipment rental fee, annual contract, or data cap -- for qualifying households that enroll in the ACP.

In the interim, we would greatly appreciate your endorsement of our application. Letters of support are due by Monday, June 24th in order to be submitted with Verizon's application by the MBI application deadline of Tuesday, July 2nd. I have attached a draft letter of support for our MBI application for your review and consideration.

If you have questions, please contact me by telephone at (508) 380-0109. On behalf of Verizon, we look forward to partnering with you to expand access to reliable and affordable broadband in Merrimac.

Attachment: State Broadband Infrastructure Grant (MBI) - Merrimac (Verizon-State Broadband Infrastructure Grant (MBI) - Merrimac)

Thank you for your time and consideration.

Best regards,



Ellen Cummings

Regional Director
Verizon
State Government Affairs

O 508 3800109
15 Chestnut Street
4th Floor
Worcester, MA 01609





Broadband Infrastructure Gap Networks Grant Program

Solicitation No. 2024-MBI-01

Overview

The Commonwealth of Massachusetts ("the Commonwealth") is making up to \$145 million in Capital Projects Funds ("CPF") available through the Broadband Infrastructure Gap Networks Grant Program ("Gap Networks Grant Program" or the "Program"), to address the critical digital needs of towns and cities, with a particular focus on communities with substantial low-income households and disadvantaged populations. The Program will fund the deployment of broadband infrastructure in areas that currently lack access to sufficient broadband internet service, defined as service offering download speeds of at least 100 Mbps and upload speeds of at least 20 Mbps.

The Commonwealth is building upon prior, successful investments of state funds to expand broadband availability. However, there are locations in towns and cities throughout the Commonwealth still lack affordable and reliable high-speed internet. The United States Treasury's CPF Program provides a transformative opportunity for the Commonwealth to deploy federal broadband infrastructure funding to connect the unconnected and provide access to those residents that need it the most.

All projects must reach substantial completion before December 31, 2026. Substantial completion is reached when the Project can fulfill the primary operations that it was designed to perform and deliver services to end-users. At substantial completion, service and management systems infrastructure must be operational.

Full details included in the Grant Solicitation below.

Eligible Entities

The following entities are eligible for grant application submission:

- Private entities (e.g., corporations, limited liability companies, general partnerships, limited partnerships, etc.).
- Local governmental entities (e.g., municipalities or municipal light plants that offer broadband service), Native American Indian Tribes, and non-profit organizations.
- Co-operatives, electric co-operatives, and utilities.
- Public Private Partnerships, which are long-term agreements between local government entities and private entities for the delivery and funding of broadband services.
- Other entities that develop and/or operate broadband networks and can demonstrate the experience, capacity and financial resources and stability to satisfy the grant obligations.

Program

Program Lead	Cornell Robinson, p
Program Launch - Release of Grant Solicitation	October 25, 2023
Online Grant Application Opens for Round 2	May 23, 2024



Solicitation Round #2 Schedule

Solicitation Round Opens	May 23, 2024
Technical Assistance Webinar	June 7, 2024 at 11: < https://broadband.ma 06/bidders%20confere 7-24%29.pdf > (PDF) (Due to technical d
Questions Will Be Accepted and Answered on a Rolling Basis	Deadline to submit (corrected)

Application Round Closes	Applications must l
Grant Award Notifications	Fall 2024

Online Grant Application <<https://form.fillout.com/t/jvxknjkvr9us> >

Download Round 2 Grant Documents:

DOWNLOAD GRANT SOLICITATION 2024-MBI-01

<https://broadband.masstech.org/sites/default/files/2024-05/gap%20networks%20grant%20program%20solicitation%20-%20round%202%20%28final%205_23_24%29.pdf> *(updated 5-23-2024)*

DOWNLOAD GAP NETWORKS FEDERALLY FUNDED GRANT AGREEMENT TEMPLATE (DOC)

<<https://masstech.org/sites/default/files/2024-05/gap%20networks%20grant%20agreement%20template%20v2%20clean%20052324.docx>> *(updated 5-23-2024)*

DOWNLOAD QUESTIONS & ANSWERS DOCUMENT

<<https://broadband.masstech.org/sites/default/files/2024-06/solicitation%202024-mbi-01%20gap%20networks%20program%20round%202%20-%20questions%20and%20answers%20%28002%29.pdf>>(PDF)

Grant Application Associated Documents:

Forms used in conjunction with the Online Grant Application:

Project Service Area Overview Form

<<https://broadband.masstech.org/sites/default/files/2024-05/4.%20project%20service%20area%20overview%20form%20v3.pdf> > (PDF) - Application Section 4. *(Updated 5-23-24)*

Support of Target Populations and Equity Form

<<https://broadband.masstech.org/sites/default/files/2024-05/5.1%20support%20of%20target%20populations%20and%20equity%20form%20v3.pdf> > (PDF) - Application Section 5.1. (*Updated 5-23-24*)

Project Feasibility and Reasonableness Form

<<https://broadband.masstech.org/sites/default/files/2024-05/5.3%20project%20feasibility%20and%20reasonableness%20form.pdf> > (PDF) - Application Section 5.3. (*Updated 5-23-24*)

Attachments used in conjunction with the Online Grant Application:

Unserved and Underserved Template

<https://broadband.masstech.org/sites/default/files/2024-05/%5bcompany%20name%5d_attachment_4a_unserved%20and%20underserved%20%282%29.xlsx > (Excel) - Application Section 4. b)

Broadband Technology Type Template

<https://broadband.masstech.org/sites/default/files/2024-05/%5bcompany%20name%5d_attachment_4c_broadband%20technology%20type.xlsx > (Excel) - Application Section 4. f)

Overbuild Template <[https://broadband.masstech.org/sites/default/files/2024-](https://broadband.masstech.org/sites/default/files/2024-05/%5bcompany%20name%5d_attachment_4d_overbuild.xlsx)

[05/%5bcompany%20name%5d_attachment_4d_overbuild.xlsx](https://broadband.masstech.org/sites/default/files/2024-05/%5bcompany%20name%5d_attachment_4d_overbuild.xlsx) > (Excel) - Application Section 4. g)

List of Municipalities Template <[https://broadband.masstech.org/sites/default/files/2024-](https://broadband.masstech.org/sites/default/files/2024-05/%5bcompany%20name%5d_attachment_5.1a_list%20of%20municipalities.xlsx)

[05/%5bcompany%20name%5d_attachment_5.1a_list%20of%20municipalities.xlsx](https://broadband.masstech.org/sites/default/files/2024-05/%5bcompany%20name%5d_attachment_5.1a_list%20of%20municipalities.xlsx) > (Excel) - Application Section 5.1.1. b)

Proposed BSL List Template <[https://broadband.masstech.org/sites/default/files/2024-](https://broadband.masstech.org/sites/default/files/2024-05/%5bcompany%20name%5d_attachment_5.1d%20proposed%20bsl%20list%20final.xlsx)

[05/%5bcompany%20name%5d_attachment_5.1d%20proposed%20bsl%20list%20final.xlsx](https://broadband.masstech.org/sites/default/files/2024-05/%5bcompany%20name%5d_attachment_5.1d%20proposed%20bsl%20list%20final.xlsx) > (Excel) - Application Section 5.1.1. e)

Speed Tiers Template <[https://broadband.masstech.org/sites/default/files/2024-](https://broadband.masstech.org/sites/default/files/2024-05/%5bcompany%20name%5d_attachment_5.1e_speed%20tiers%20%282%29.xlsx)

[05/%5bcompany%20name%5d_attachment_5.1e_speed%20tiers%20%282%29.xlsx](https://broadband.masstech.org/sites/default/files/2024-05/%5bcompany%20name%5d_attachment_5.1e_speed%20tiers%20%282%29.xlsx) > (Excel) - Application Section 5.1.2. e)

Extent of Low Income Template

<https://broadband.masstech.org/sites/default/files/2024-05/%5bcompany%20name%5d_attachment_5.1f_extent%20of%20low%20income%20%282%29.xlsx> (Excel) - Application Section 5.1.3. f)

Funding Match Template <[https://broadband.masstech.org/sites/default/files/2024-](https://broadband.masstech.org/sites/default/files/2024-05/%5bcompany%20name%5d_attachment_5.3d_funding%20match.xlsx)

[05/%5bcompany%20name%5d_attachment_5.3d_funding%20match.xlsx](https://broadband.masstech.org/sites/default/files/2024-05/%5bcompany%20name%5d_attachment_5.3d_funding%20match.xlsx)> (Excel) - Application Section 5.3.1. a)

Project Timeline Template <[https://broadband.masstech.org/sites/default/files/2024-](https://broadband.masstech.org/sites/default/files/2024-05/%5bcompany%20name%5d_attachment_5.3e_project%20timeline%20%282%29.xlsx)

[05/%5bcompany%20name%5d_attachment_5.3e_project%20timeline%20%282%29.xlsx](https://broadband.masstech.org/sites/default/files/2024-05/%5bcompany%20name%5d_attachment_5.3e_project%20timeline%20%282%29.xlsx)> (Excel) - Application Section 5.3.2. a)

Project Milestones Table Template

<https://broadband.masstech.org/sites/default/files/2024-05/%5bcompany%20name%5d_attachment_5.3f_project%20milestones%20table.xlsx> (Excel) - Application Section 5.3.2. c)

Project Costs Template <[https://broadband.masstech.org/sites/default/files/2024-](https://broadband.masstech.org/sites/default/files/2024-05/%5bcompany%20name%5d_attachment_5.3g_project%20costs%20%283%29.xlsx)

[05/%5bcompany%20name%5d_attachment_5.3g_project%20costs%20%283%29.xlsx](https://broadband.masstech.org/sites/default/files/2024-05/%5bcompany%20name%5d_attachment_5.3g_project%20costs%20%283%29.xlsx)> (Excel) - Application Section 5.3.4. a)

Budget Summary Template <[https://broadband.masstech.org/sites/default/files/2024-](https://broadband.masstech.org/sites/default/files/2024-05/%5bcompany%20name%5d_attachment_5.3h_budget%20summary.xlsx)

[05/%5bcompany%20name%5d_attachment_5.3h_budget%20summary.xlsx](https://broadband.masstech.org/sites/default/files/2024-05/%5bcompany%20name%5d_attachment_5.3h_budget%20summary.xlsx)> (Excel) - Application Section 5.3.4. b)

Eligible Round 2 Broadband Serviceable Locations (BSL):

BSL Eligibly List <[https://broadband.masstech.org/sites/default/files/2024-](https://broadband.masstech.org/sites/default/files/2024-05/gap%20networks%20round2_bslv4%20eligibility%20list.zip)

[05/gap%20networks%20round2_bslv4%20eligibility%20list.zip](https://broadband.masstech.org/sites/default/files/2024-05/gap%20networks%20round2_bslv4%20eligibility%20list.zip)> (Zip File) - The BSL Eligibility List is to be used in preparing grant applications and must be used in conjunction with the Proposed BSL List Template explained in the Online Grant Application in Section 5.1.1. e and will require a NTIA Fabric Tier D license from CostQuest.

Round 1 Archive:

Solicitation Round #1 Schedule

Solicitation Round Opens	October 25, 2023
Technical Assistance Webinar	November 17, 2023 Recording (Video) https://broadband.masstech.org/sites/default/files/2023-11/presentation%20-%20gap%20networks%20grant%20program%202024-mbi-01.pdf (PDF)
Questions Will Be Accepted and Answered on a Rolling Basis	Deadline to submit P.M.
Application Round Closes	Applications must be submitted by P.M.
Grant Award Notifications	April 2024



Archived Round 1 Grant Documents:

- DOWNLOAD 2024-MBI-01 AMENDMENT 1 (PDF)**
<https://broadband.masstech.org/sites/default/files/2023-11/2024_mbi_01%20amendment%201.pdf>
- DOWNLOAD 2024-MBI-01 AMENDMENT 2 (PDF)**
<<https://broadband.masstech.org/sites/default/files/2023-11/amendment%202%20gap%20networks%20grant%20program%202024-mbi-01.pdf>>
- DOWNLOAD GRANT APPLICATION OVERVIEW AND REQUIREMENTS (PDF)**
<<https://broadband.masstech.org/sites/default/files/2023-11/gap%20networks%20grant%20application%20overview%20and%20requirements.pdf>>
- DOWNLOAD 2024-MBI-01 QUESTIONS AND ANSWERS DOCUMENT BATCH #1 (PDF)** <https://broadband.masstech.org/sites/default/files/2023-12/solicitation%202024-mbi-01%20gap%20networks%20grant%20program_questions%20and%20answers%20batch%231.pdf>

DOWNLOAD 2024-MBI-01 QUESTIONS AND ANSWERS DOCUMENT BATCH #2
(PDF) <<https://broadband.masstech.org/sites/default/files/2023-12/solicitation%202024-mbi-01%20gap%20networks%20grant%20program%20-%20questions%20and%20answers%20batch%20%232.pdf>>

DOWNLOAD 2024-MBI-01 QUESTIONS AND ANSWERS DOCUMENT BATCH #3
(PDF) <<https://broadband.masstech.org/sites/default/files/2023-12/solicitation%202024-mbi-01%20gap%20networks%20program%20-%20questions%20and%20answers%20batch%20%233.pdf>>

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Public Notices < news-and-updates/public-notices >	Procurements < procurements >
Privacy Policy < privacy-policy >	Accessibility < accessibility >

Main Campus: 75 North Drive Westborough, MA 01581 (508) 870-0312	Boston Office: 2 Center Plaza, Suite 200 Boston, MA 02108 (617) 371-3999
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Attachment: Broadband Infrastructure Gap Networks Grant Program _ MBI (Verizon-State Broadband Infrastructure Grant (MBI) - Merrimac)

From: [Carol McLeod - Finance \(X3040\)](#)
To: [Jennifer Penney - Select Board \(X3080\)](#)
Subject: FW: URGENT - State Broadband Infrastructure Grant (MBI) - Merrimac
Date: Friday, June 21, 2024 10:54:10 AM

Please add this to the agenda – additional information for the Select Board

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

Office Hours:

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

From: Cummings, Ellen M <ellen.m.cummings@verizon.com>
Sent: Friday, June 21, 2024 10:49 AM
To: Carol McLeod - Finance (X3040) <cmcleod@townofmerrimac.com>
Subject: Re: URGENT - State Broadband Infrastructure Grant (MBI) - Merrimac

Hi Carol,

Nice speaking with you today.

Below you will find the link to the MA Broadband Institute Gap Networks Grant Program:

[Broadband Infrastructure Gap Networks Grant Program | MBI \(masstech.org\)](#)

As we discussed, municipalities are not restricted to only one Letter of Support.

I am available to respond to any questions and/or concerns you or the Select Board may have.

TY and have a nice weekend.



Ellen Cummings

Regional Director
 Verizon
 State Government Affairs

Attachment: FW_ URGENT - State Broadband Infrastructure Grant (MBI) - Merrimac (Verizon-State Broadband Infrastructure Grant (MBI)) -

C 508 3800109
 15 Chestnut Street
 4th Floor
 Worcester, MA 01609

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On Mon, Jun 17, 2024 at 3:43 PM Cummings, Ellen M <ellen.m.cummings@verizon.com> wrote:

Good Afternoon,

Verizon New England Inc. ("Verizon") plans to propose a broadband infrastructure project in Merrimac pursuant to the Massachusetts Broadband Institute (MBI) Broadband Infrastructure Gap Networks Grant Program. For consideration, MBI requires that providers obtain letters of support from the municipal leaders of the communities they propose to build out. Please accept this correspondence as a request for your support of our application to MBI.

The proposed project will expand Verizon's fiber optic network and facilitate broadband access for unserved and underserved residents and businesses, with a focus on economically disadvantaged communities. We recognize that access to broadband is critical to full participation in a global digital economy including working from home, finding employment, educating children remotely, and accessing critical telehealth services. Affordability is equally important, which is why Verizon participates in the federal Affordable Connectivity Program (ACP). Our Fios Forward plan provides free home internet service -- with no equipment rental fee, annual contract, or data cap -- for qualifying households that enroll in the ACP.

In the interim, we would greatly appreciate your endorsement of our application. Letters of support are due by Monday, June 24th in order to be submitted with Verizon's application by the MBI application deadline of Tuesday, July 2nd. I have attached a draft letter of support for our MBI application for your review and consideration.

If you have questions, please contact me by telephone at (508) 380-0109. On behalf of Verizon, we look forward to partnering with you to expand access to reliable and affordable broadband in Merrimac.

Thank you for your time and consideration.

Best regards,

--

Ellen Cummings

Regional Director
Verizon
State Government Affairs

O 508 3800109
15 Chestnut Street
4th Floor
Worcester, MA 01609

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Agenda Item
Merrimac Select Board
06/24/24

Schedule Performance Evaluation- Carol McLeod

Subject:



Agenda Item
Merrimac Select Board
06/24/24

Request for Approval for Funds from Town Buildings Account

Subject:

Attachments:

Inv_4712_from_L_W_BILLS__ALARM_ENGINEERING_22612

Inv_T4682_from_L_W_BILLS__ALARM_ENGINEERING_30708

Inv_4403_from_L_W_BILLS__ALARM_ENGINEERING_6780

LW Bills 091223


L.W. BILLS COMPANY TMSM

DIVISION OF B & B ENGINEERING CORP.
 PO Box 7 - Georgetown, MA 01833
 (978) 352-6660
 Office@LWBills.com

DATE	INVOICE NO.
6/14/2024	4712

BILL TO
MERRIMAC TOWN HALL ATTN: SELECTMANS OFFICE/JENNIFER 4 SCHOOL STREET MERRIMAC, MA 01860

SHIP TO
MERRIMAC TOWN HALL ATTN: SELECTMANS OFFICE/JENNIFER 2 SCHOOL STREET MERRIMAC, MA 01860

WE NOW ACCEPT CREDIT CARDS VISA, MASTER CARD AND DISCOVER CREDIT CARD FEE OF 4% IS ADDITIONAL	S.O./ W.O. No.	P.O. No.	TERMS	SHIP VIA
	15208		NET 10 DAYS	

DESCRIPTION	QTY	RATE	AMOUNT
5/28/24 - SERVICE CALL FOR FACP TROUBLE/BEEPING, FIRE DEPT COULD NOT SILENCE, PER JENNIFER.			
PANEL NORMAL UPON ARRIVAL. FOUND FCPS TRIP GOING IN AND OUT OF OPEN. THIS COULD BE CAUSED BY OPEN CIRCUITS OR BATTERIES. REPLACED BATTERIES AS THE CIRCUITS METERED OUT FINE. LEFT IN SERVICE.			
LABOR: 1 MAN HOUR	1	168.50	168.50
MATERIALS: 12V 8AH BATTERY	2	67.00	134.00

NOTE: A FINANCE CHARGE OF 1 1/2% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% PER YEAR, WILL BE ADDED ON PAST DUE ACCOUNTS.

\$302.50

BE SURE TO VISIT OUR WEBSITE AT LWBILLS.COM


L.W. BILLS COMPANY TMSM

DIVISION OF B & B ENGINEERING CORP.
 PO Box 7 - Georgetown, MA 01833
 (978) 352-6660
 Office@LWBills.com

Invoice

DATE	INVOICE NO.
5/10/2024	T4682

BILL TO
MERRIMAC TOWN HALL ATTN: SELECTMANS OFFICE/JENNIFER 4 SCHOOL STREET MERRIMAC, MA 01860

SHIP TO
MERRIMAC TOWN HALL ATTN: SELECTMANS OFFICE/JENNIFER 2 SCHOOL STREET MERRIMAC, MA 01860

WE NOW ACCEPT CREDIT CARDS VISA, MASTER CARD AND DISCOVER CREDIT CARD FEE OF 4% IS ADDITIONAL	S.O./ W.O. No.	P.O. No.	TERMS	SHIP VIA
	14790		NET 10 DAYS	

DESCRIPTION	QTY	RATE	AMOUNT
4/30/24 - SERVICE CALL FOR FIRE ALARM INSPECTION, PER JENNIFER. INSPECTED FIRE ALARM SYSTEM. LEFT IN SERVICE. LABOR: 2 MEN 2 HOURS MILEAGE: 35 MILES	4 35	168.50 0.98	674.00 34.30

NOTE: A FINANCE CHARGE OF 1 1/2% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% PER YEAR, WILL BE ADDED ON PAST DUE ACCOUNTS.

Total

\$708.30

BE SURE TO VISIT OUR WEBSITE AT LWBILLS.COM


L.W. BILLS COMPANY TMSM

DIVISION OF B & B ENGINEERING CORP.
 PO Box 7 - Georgetown, MA 01833
 (978) 352-6660
 Office@LWBills.com

Invoice

DATE	INVOICE NO.
4/26/2024	4403

BILL TO
MERRIMAC TOWN HALL ATTN: SELECTMANS OFFICE/JENNIFER 4 SCHOOL STREET MERRIMAC, MA 01860

SHIP TO
MERRIMAC TOWN HALL ATTN: SELECTMANS OFFICE/JENNIFER 2 SCHOOL STREET MERRIMAC, MA 01860

WE NOW ACCEPT CREDIT CARDS VISA, MASTER CARD AND DISCOVER CREDIT CARD FEE OF 4% IS ADDITIONAL	S.O./ W.O. No.	P.O. No.	TERMS	SHIP VIA
	14930		NET 10 DAYS	

DESCRIPTION	QTY	RATE	AMOUNT
4/4/24 - SERVICE CALL FOR FIRE PANEL TROUBLE, ALARM GOING OFF, FIRE DEPT SILENCED ALARM BUT, ISSUE MAY BE A FUSE OR CHARGER ISSUE.			
FOUND MODULE 15 OPEN CIRCUIT IN TROUBLE. LOCATED MODULE ON BOOSTER PANEL IN 2ND FLOOR CLOSET. DISCONNECTED AND METER TESTED TWO NAC CIRCUITS, ALL OK. FOUND BAD OUTPUT ON BOOSTER PANEL CAUSING OPEN CIRCUIT. REWIRED NAC CIRCUIT TO SPARE OUTPUT & TESTED. LEFT IN SERVICE.			
LABOR: 1 MAN 3.5 HOURS REG	3.5	168.50	589.75
LABOR: 1 MAN 1 HOUR OT	1	252.75	252.75
MILEAGE: 35 MILES	35	0.98	34.30
***Not Paying Overtime			

NOTE: A FINANCE CHARGE OF 1 1/2% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% PER YEAR, WILL BE ADDED ON PAST DUE ACCOUNTS.

Total

\$876.80

BE SURE TO VISIT OUR WEBSITE AT LWBILLS.COM

L.W. BILLS COMPANY TMSM**Invoice**

DIVISION OF B & B ENGINEERING CORP.
PO Box 7 - Georgetown, MA 01833
(978) 352-6660
Office@LWBills.com

DATE	INVOICE NO.
9/1/2023	2886

BILL TO
MERRIMAC TOWN HALL ATTN: SELECTMANS OFFICE/JENNIFER 4 SCHOOL STREET MERRIMAC, MA 01860

SHIP TO
MERRIMAC TOWN HALL ATTN: SELECTMANS OFFICE/JENNIFER 4 SCHOOL STREET MERRIMAC, MA 01860

WE NOW ACCEPT CREDIT CARDS VISA, MASTER CARD AND DISCOVER CREDIT CARD FEE OF 4% IS ADDITIONAL	S.O./W.O. No.	P.O. No.	TERMS	SHIP VIA
	13548		NET 10 DAYS	

DESCRIPTION	QTY	RATE	AMOUNT
8/22/23 - SERVICE CALL FOR HEAT DETECTOR THAT KEEPS GOING OFF, FIRE DEPT REMOVED DEVICE FROM PANEL, NEEDS SMOKE DETECTOR INSTEAD OF HEAT INSTALLED IN THE VAULT IN TOWN CLERKS OFFICE AT TOWN HALL 28 SCHOOL ST, PER BOB SINIBALDI.			
REPLACED THE DETECTOR IN VAULT WITH HEAT DETECTOR. LEFT IN SERVICE.			
LABOR: 1 MAN 3 HOURS	3	168.50	505.50
MATERIALS: HEAT DETECTOR	1	114.00	114.00
MILEAGE: 35 MILES	35	0.98	34.30

NOTE: A FINANCE CHARGE OF 1 1/2% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% PER YEAR, WILL BE ADDED ON PAST DUE ACCOUNTS.

Total

\$653.80

BE SURE TO VISIT OUR WEBSITE AT LWBILLS.COM

Attachment: LW Bills 091223 (Request for Approval for Funds from Town Buildings Account)