



Merrimac Select Board

Select Board Meeting

07/22/24

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

II. CALL TO ORDER

PRESENT: Gustison, Manni, Gorzynski, Bruno, Adams

ABSENT:

III. APPROVE AGENDA

1. Motion to approve

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

IV. MINUTES APPROVAL

1. Merrimac Select Board - Select Board Meeting - Jul 8, 2024 7:00 PM

Gustison asks for an amendment to vacancies to include ZBA. Passieri had responded to Penney in regard to vacancies of which he said there were none. Gwen Lay Sabbagh says it's not an option to change the board to seven members; Gustison says it seems muddy with some members not showing up and some only sitting for the 40B hearings; Manni mentions there is an alternate; Manni will reach out to Matt Passieri; no change to minutes

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

V. APPROVAL OF PAYROLL AND VENDOR WARRANT OF JULY 8, 2024

1. Motion to approve

Manni mentions documentation received today about Ch 70 but will be on a future meeting.

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

VI. CORRESPONDENCE

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

1. Grant Approval - Cyber Security - Water Department
2. Police FY25 Appointment Change - Stephen M, Ringuette
3. Nicole Sevigny- Resignation 7.10.24
4. Light Commissioner- Resignation
5. Library HVAC Update from Library Director
6. Federal Funding Opportunities_ Senator Markey

Gustison asks if we look at those grants. McLeod says we do. Bruno says they are applying for what they can. Manni says the dept heads do the work to apply.

7. Complaint Concerning July Electric Billing Misprint
8. Comcast Increase in Subscriptions
9. PY2024 NSHC HOME Distribution of Funds
10. Whittier Tech Final 2024-2025 Adopted Budget
11. Property Use Permit Request-Lake Attitash Well Head

Sinibaldi respectfully declined permit. It's against DEP rules and regs to have anyone at that access point. Our consultant reviewed the request. They can count the weeds anywhere except for Indian Head.

12. Assistance to Firefighters Grant

Gustison congratulates the fire dept. on the grant

13. Inquiry from Caleb Martineau About Sidewalk on Highland Rd

Manni addresses Martineau's email and encourages him to submit ideas to the select board.

14. Motion to file correspondence

RESULT:	APPROVED [UNANIMOUS]
AYES:	Gustison, Manni, Gorzynski, Bruno, Adams

VII. OLD BUSINESS

VIII. AGENDA ITEMS

1. Town Administrator's Report

Town counsel reviewing cannabis host agreement and Greenbelt; that has been communicated to Greenbelt. Asst. Assessor position has received 40 applications. Interviews are under way. Special articles McLeod recommends due Sept 5th.

McLeod would like to have town counsel come in for dept head meetings again; Manni agrees.

2. MIMAP Contract FY2025

motion for the chair to sign the mimap contract

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

3. Performance Review Kendra Blitz

Blitz has been asst. town clerk for 4 years. Important part of the clerk's office. She recommends the 1%.

RESULT:	APPOINTED
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4. Motion to accept the review and offer the 1%

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

5. Performance Review David Armstrong

Armstrong takes great care of the cemetery. He goes above and beyond. Sinibaldi agrees he is a huge asset.

6. Motion to accept review and offer the 1%

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

7. Resignation of Bridget Batcheller, COA Outreach Coordinator

Brienne Walsh speaks to Bridget Batcheller's resignation. Walsh says she went to the finance committee with her needs. She is not surprised with full time case management on part time hours. Batcheller will be with us until the end of August, and Walsh will pick up the work herself. Walsh says it's not an easy position to fill. Gorzynski asks if it can be a combined position; It cannot. The position will be posted tomorrow. Manni says it was plainly stated that it was not taken lightly finance committee. They wish Batcheller the best. They are sad to see her go. Motion to accept the resignation of Bridget Batcheller

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

8. Performance Review Officer Adam White

A letter of commendation of Officer White and Officer Remon was received. The board thanks both for their great service;

Motion to approve 1% performance increase for Adam White

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

9. INVOICE MERRIMAC TOWN HALL PANS 6-3-24-Request Town Buildings Maintenance

Motion to approve

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

10. CHAPA Town Notice_2 Nancy Anne Lane Affordable Property

Sinibaldi asks if it is an affordable unit in perpetuity; Manni suggests they could send a note to the Affordable Housing board. Find out if it is in perpetuity. Sinibaldi is asking whether it was deeded. Send to AHB to see if they want it

11. Municipal Local Cybersecurity Grant Program

\$24933.00 award to strengthen cyber security; Manni thanks everyone involved. Motion for chair to sign

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

12. Election Printer

Voted at town meeting; sign agreement to have it for the November election. Motion to approve

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

13. Conditional Offer Letter Sal Guarino

Laborer in highway dept. Highway dept will be fully staffed for the first time in 3 years. Motion to approve

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

14. Merrimac Nomination of Inspector of Animals

Motion for chair to sign

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

15. Full-Time Police Officer Appointment

Gustison is happy with experience. Motion to appoint effective August 8th

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

16. Conditional Offer for Conservation Agent

Jerome Mathieu, chair of Conservation Commission is present; conservation agent is a 15 hour position; they interviewed 2 candidates; Jay Smith was the best of the 2; recommends his appointment. Motion to appoint

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

17. Bear Hill Road Power Outages

Sinibaldi says the light dept has an issue and should address it; He says the highway dept. can't go within 10 feet of utility pole/power. Gorzynski says they should contact light dept. Forward the matter to the light dept

18. HVAC at Library

Adams says the library has changed hours because of the weather due to the hvac issue. Sinibaldi says they have someone looking at it. They are waiting for some additional paperwork before the proceed. Hopefully there will be a resolution to it. The article was approved at town meeting. Sinibaldi says he would be happy to have a conversation with Adams.

19. Motion for the chair to sign proposal when received

When broken sprinkler pipe was repaired they had approval to fix the ladder. Proposal is \$3700;

RESULT:	APPROVED [UNANIMOUS]
AYES:	Gustison, Manni, Gorzynski, Bruno, Adams

IX. EXECUTIVE SESSION MGL C30A, SEC 21(A)

1. #6. to Consider the Purchase, Exchange, Lease or Value of Real Estate, If the Chair Declares that an Open Meeting May Have a Detrimental Effect on the Negotiating Position of the Public Body.

at 7:42 pm Roll call vote Gustison yes; Gorzynski yes; Manni yes; Bruno yes; Adams yes; motion passes
We will not be returning to open meeting except to adjourn.

RESULT:	APPROVED [UNANIMOUS]
AYES:	Gustison, Manni, Gorzynski, Bruno, Adams

X. ADJOURN

1. Motion to come out of executive session at 8:04pm and motion to adjourn

Roll call vote Gustison yes; Gorzynski yes; Manni yes; Bruno yes; Adams yes; motion passes

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

**Merrimac Select Board****Select Board Meeting****07/08/24**

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

II. CALL TO ORDER

Recorded and televised

PRESENT: Gustison, Gorzynski, Bruno, Adams

ABSENT: Manni

III. APPROVE AGENDA

1. Motion to approve agenda

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

IV. MINUTES APPROVAL

1. Merrimac Select Board - Select Board Meeting - Jun 24, 2024 7:00 PM

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

V. APPROVAL OF PAYROLL AND VENDOR WARRANT OF JUNE 24, 2024

1. Motion to approve

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

VI. CORRESPONDENCE

1. Larry Fisher's resignation from Light Commission

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.

07 08, 24

Janet Bruno brings forward that Larry Fisher resigned from Light Commission. She thanks him. Appointment to the vacancy is made by the select board until the next election. Bruno says if anyone has an interest to contact the select board. Fisher is available to talk to anyone who is interested to give info about the position.

VII. AGENDA ITEMS

1. Town Administrator's Report

10. Motion to approve time off

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

2. Recommendation for Principal Assessor

Principal assessor position was posted for 2 weeks. McLeod met with Heather Roche who applied for the position and currently serves as the assistant assessor. The Board of Assessors met and also recommend Roche for the position. McLeod reads a letter, submitted by Chris Manni in his absence, recommending Heather Roche. McLeod recommends the hiring. Motion to hire Heather Roche as principal assessor effective 7/1/24.

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

3. MGL C30A Sec 21A 2. To Conduct Strategy Sessions in Preparation for Negotiations with Non-Union Personnel or to Conduct Collective Bargaining Sessions or Contract Negotiations with Non-Union Personnel. (If Needed)

Not held.

4. Performance Evaluation Eileen Murray

Brienne Walsh recommends 1% performance increase for Murray.

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

5. FY25 Appointments

Motion to appoint and amend; Bruno reads appointments. Mentions 2 vacancies on Historical Commission and 1 vacancy on the Affordable Housing Board of Trustees.

Motion to approve the appointments as presented

Minutes Acceptance: Minutes of Jul 8, 2024 7:00 PM (Minutes Approval)

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

6. Police Dept. New Hires

Chief Eric Shears interviewed 5 police officers; his selection is currently full time police officer in Haverhill; conditional offer to him. He will hopefully have everything for the next meeting.

7. Motion to appoint Stephen M Ringuette to Firearms Licensing Clerk

Stephen M. Ringuette is a special police officer; he has opted not to remain certified. Shears wants to have him process firearm permits and to appoint him firearms licensing clerk;

RESULT: APPROVED [UNANIMOUS]
AYES: Gustison, Gorzynski, Bruno, Adams
ABSENT: Manni

8. Animal Control Officer

Chief Eric Shears extended an offer to Brad DiCenzo for animal control officer position. He is a full time animal control officer in North Andover, part time in Haverhill. Gorzynski says it's 15 hours, if he's full time in North Andover how will he fill Merrimac's shift. Shears says DiCenzo has assured him that he will be available. Motion to hire Brad DiCenzo as Merrimac animal control officer

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

9. Reimbursement Requests

Motion to sign Ch 90

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

10. Fire Dept. Staffing Plan

Fisher speaks to difficulty covering shifts. Gorzynski asks if we can work with other communities. He said they need a minimum of 3 full time per shift. McLeod ask if Fisher has a plan if money wasn't an object-how many people. He says he would need 8 people total to cover all shifts around the clock coverage. He has a part time admin. assistant. They just shot a recruitment video for per diem positions. Bruno says all agree that something needs to happen. This is more of an update. Bruno says the Fire Dept. does an amazing job.

11. Fire-Roof Change Order

\$175,000 was voted last town meeting to fix leaks on the roof. They are allowed to do a change order up to 20%;Fisher got a quote for \$25,000 which is within the 20%. Not asking for additional money. Entire roof has been repaired, this is an encapsulation process. Motion for Bruno to sign

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

12. Year End Transfer Request - Highway Dept.

Bob Sinibaldi says that Bear Hill Rd. is complete. Will be painted before fall. He reminds the board that the roadways are public safety as well. The transfer is for paving- over budget on Orchard St and Town Forest and Mill from Bear Hill Rd. Estimates had been based on previous contracts. Motion to approve transfer

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

13. Statement

Wayne Adams gives an update on the light dept activity at Burnside Ln; says he spoke with Mary Usovich who said analysis on site would be done September, and the contract is between \$3000-\$6000; the transformers were to be drained per Bob Sinibaldi.

VIII. ADJOURN

1. Motion to adjourn at 8:08 pm

Light Dept. has been included in the master plan, but they have not participated in any of the meetings. Old Home Days is looking for volunteers.

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

Minutes Acceptance: Minutes of Jul 8, 2024 7:00 PM (Minutes Approval)



Agenda Item
Public Works
07/22/24

Grant Approval - Cyber Security - Water Department

Subject:

Attachments:

Project Approval Certificate & PAC Coverletter- Merrimac- DWC-24-1



Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

100 Cambridge Street Suite 900 Boston, MA 02114 • 617-292-5500

Maura T. Healey
Governor

Kimberley Driscoll
Lieutenant Governor

Rebecca L. Tepper
Secretary

Bonnie Heiple
Commissioner

July 1, 2024

Robert Sinibaldi, Public Works Director
Town of Merrimac
2 School Street
Merrimac, MA 01860.

RE:
Town of Merrimac
DWSRFC No. 1
PAC No. DWC-24-1
PWS Name- Merrimac Water Department
PWS ID- 3180000

Dear Mr. Sinibaldi:

The Massachusetts Department of Environmental Protection, Drinking Water Program (DWP), is pleased to inform you that the Project Approval Certificate for the above-referenced project has been signed and forwarded to the Massachusetts Clean Water Trust (the 'Trust'). Grant agreements will be executed with you by the Trust, pending an affirmative vote from the Board of Trustees.

The attached copy of your Project Approval Certificate allows you to proceed with your project without loss of potential eligibility in accordance with the provisions of 310 CMR 45.00, subject to the conditions of the certificate.

Please refer to the project schedule contained in Exhibit B of your Project Approval Certificate. The schedule is an important condition of the Division's approval. If your project falls behind schedule, you must request a revision to the schedule from the Division. Any such request must be in writing and be supported with adequate documentation, as there is a pressing demand by other municipalities for these limited funds.

If you have any questions on this information, you may contact the MassDEP/DWP at program.director-dwp@mass.gov, subject: Cybersecurity Improvement Grant.

Sincerely,

Yvette DePeiza
Program Director,
MassDEP Drinking Water Program

Attachment: Project Approval Certificate
ecc:

DWP NERO: Kristin Divris kristin.divris@mass.gov

Haley Ward Inc: smiller@haleyward.com

Merrimac Water Department: James Clark jclark@townofmerrimac.com

PAC
DESCRIPTION TRANSMITTAL FORM

Merrimac

Local Government Unit

NEW 07/01/2024

Issued

DWC-24-1

PAC Number

Project: ***Cybersecurity Improvement Grant***

Project No. ***DWSRFC-1***

Project Description:

Cybersecurity Improvements: Cybersecurity Training (prevention and Response) for Water system employees.

Contract/Transmittal Notes

Attachment: Project Approval Certificate & PAC Coverletter- Merrimac- DWC-24-1 (Grant Approval - Cyber Security - Water Department)

DEPARTMENT OF ENVIRONMENTAL PROTECTION
DRINKING WATER PROGRAM

PROJECT APPROVAL CERTIFICATE

A. PROJECT DESCRIPTION

1. Applicant: Town of Merrimac
2. Address: 2 School Street Merrimac, MA 01860
3. Project Contact/Telephone: Robert Sinitabldi- Telephone: 978-364-8417
4. Reviewer: Gufran Bulbul-gufran.bulbul@mass.gov
5. PWS ID: 3180000
6. Project Number / Description: DWSRFC-1/ Cybersecurity Improvement Grant

B. APPROVED FUNDING

Eligible Costs approved for cyber security improvements: \$17,300

C. CERTIFICATION

The Department of Environmental Protection (the "Department") hereby determines and certifies to the Massachusetts Clean Water Trust (the "Trust") in accordance with M.G.L. c. 21, s.27A, M.G.L. c. 29C, (the "Enabling Act"), and 310 CMR 45.00 (the "Regulations") (with all capitalized terms not otherwise defined herein having the meaning given such terms in the Regulations) as follows:

1. This Project Approval Certificate (the "Certificate") is issued by the Department in accordance with M.G.L. c. 21, s. 27A, the Enabling Act, and the Regulations, for the State Revolving Fund Project (the "Project") of the Applicant (the "Applicant") described above. The Department has approved the Project and hereby certifies to the Trust the total Costs of the Project determined by the Department to be eligible for financial assistance pursuant to Sections 6 and 6A of the Enabling Act ("Eligible Costs"). The Department's eligibility determination in Exhibit A complies with the applicable provisions of the Regulations.

2. This Certificate and the Department's approval of the Project is conditioned upon; (i) the Applicant's compliance with the terms and conditions of the Applicant's certification contained in its Application for financial assistance; (ii) the Applicant's compliance with the Project schedule contained in Exhibit B and the Special Conditions contained in Exhibit C; (iii) the execution and delivery by the Applicant and the Department of a Project Regulatory Agreement for the Project (the "Project Regulatory Agreement") in form and substance satisfactory to the Department; and (iv) the Applicant's compliance with the executed Project Regulatory Agreement, as determined by the Department. The Project Regulatory Agreement shall be incorporated by reference in each Financing Agreement and/or Grant Agreement (collectively, "Financing Agreement") between the Trust and the Applicant, and failure by the Applicant to comply with the Project Regulatory Agreement shall constitute an event of default under the Grant Agreement.

3. The Project meets eligibility requirements.

Exhibit A

ELIGIBILITY DETERMINATION

SOURCE

ELIGIBLE COST

INELIGIBLE COST

Cybersecurity Training
Cyber Security Improvement Grant

	\$17300	\$0
Total	\$17,300	\$0

Attachment: Project Approval Certificate & PAC Coverletter- Merrimac- DWC-24-1 (Grant Approval - Cyber Security - Water Department)

PROJECT SCHEDULE

Exhibit B

<u>Project</u>	<u>Project Start</u>	<u>Project Completion</u>
Cybersecurity Improvement Grant	08/01/2024	12/31/2024

Attachment: Project Approval Certificate & PAC Coverletter- Merrimac- DWC-24-1 (Grant Approval - Cyber Security - Water Department)

Exhibit C**SPECIAL CONDITIONS**

- (1) The Applicant shall ensure that any prime contracts or subcontracts for services, construction, goods or equipment for the Project contains the applicable Affirmative Action and Minority/Women Business ('M/WBE') requirements in the Department's Regulations and the federal Disadvantaged Business Enterprise (DBE) rule. The Applicant shall comply with the Civil Rights Act of 1964, 42 USC s.2000(a) et seq., as amended, and all Executive Orders and regulations promulgated hereunder. The Applicant shall ensure that any prime contracts or subcontracts for services, construction, goods or equipment for the Project contain the M/WBE utilization goals of 4.2% MBE and 4.5% WBE.
- (2) The Applicant shall submit an executed copy of the contract for engineering services to the Department within sixty (60) days of the date of contract execution. The Applicant understands that no payments for the Project will be processed until such contract has been submitted to the Department.
- (3) Prior to receiving final payment for the Project, the Applicant shall certify to the Department that all work included in the Project Regulatory Agreement for the Project, as approved by the Department, has been completed and performed in accordance with the Project Regulatory Agreement.
- (4) The Applicant shall establish accounts for the Project which shall be maintained in accordance with generally accepted government accounting standards.
- (5) The Applicant understands and agrees that the Department's issuance of a Project Approval Certificate for this Project or entry into a Project Regulatory Agreement does not constitute the Department's sanction or approval of any changes or deviation from any applicable state regulatory or permit standards, criteria, or conditions, or from the terms or schedules of state enforcement actions or orders applicable to the Project.
- (6) The Applicant agrees to provide any Project information and documentation requested by the Department. The Applicant shall maintain all Project records for seven (7) years after the issuance of final payment or until any litigation, appeal, claim, or audit that is begun before the end of the seven (7) year period is completed or resolved, whichever is longer.
- (7) Any proposed change in Project-related contracts which substantially modifies the Project initially proposed shall be submitted to the Department for prior approval.
- (8) The Applicant's implementation of the Project, shall comply with all applicable requirements of state and local laws, ordinances, by-laws, rules and regulations.
- (9) The Applicant agrees to adhere to the procurement requirements in Title 2 of the Code of Federal Regulations (CFR) §§ 200.318 through 200.327.

**Merrimac Select Board**

2 School Street

Merrimac, MA 01860

Meeting: 07/22/24 07:00 PM

Department: Merrimac Select Board

Category: Appointment

Prepared By: Jennifer Penney

Initiator: Jennifer Penney

Sponsors:

SCHEDULED**~~CORRESPONDENCE (ID # 8763)~~****~~DOC ID: 8763~~****Police FY25 Appointment Change - Stephen M, Ringuette**

Approved at 7/8/22 meeting

From: [Eric M. Shears](#)
To: [Jennifer Penney - Select Board \(X3080\)](#)
Cc: [Stephen M. Ringuette](#)
Subject: FW: FY25 Appointments
Date: Wednesday, July 3, 2024 2:17:38 PM
Attachments: [image001.png](#)
[image003.png](#)
[Appointments FY25.docx](#)

Good morning,

I am asking the Select Board to change the appointment title of retired police officer Stephen M. Ringuette from Special Police Officer to Firearms Licensing Clerk.

As of June 30, 2024, Officer Ringuette is no longer a POST Certified police officer in Massachusetts – He chose not to continue his certification.

For the last several years he has worked part-time (4 hours a week) to process firearms license applications for our department. I would like him to continue in that role as a non-sworn civilian employee.

I am requesting that he be re-appointed, effective July 1, 2024, as our Firearms Licensing Clerk. His pay rate and responsibilities would remain the same.

Thank you for your consideration of this request.

Respectfully submitted,

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

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



From: Eric M. Shears
Sent: Thursday, June 20, 2024 10:42 AM
To: 'Jennifer Penney - Select Board (X3080)' <selectmen@townofmerrimac.com>; Joelle Mather <JMather@merrimacpolice.org>

Attachment: Police FY25 Appointment Change (Police FY25 Appointment Change - Stephen M, Ringuette)

Subject: RE: FY25 Appointments

Good morning,

Please see attached. Let me know if you need anything else.

In other news, I have interviewed our new ACO and I am completing an offer to send out, I will forward a copy to you as an FYI to the Select Board. If he accepts, I will be completing the background and other pre-employment items.

Thank you,

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

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



From: Jennifer Penney - Select Board (X3080) <selectmen@townofmerrimac.com>
Sent: Thursday, June 20, 2024 10:08 AM
To: Eric M. Shears <eshears@merrimacpolice.org>; Joelle Mather <JMather@merrimacpolice.org>
Subject: FY25 Appointments

Hi,
Will you be submitting a list of select board appointments?

Best,

Jennifer Penney

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

Attachment: Police FY25 Appointment Change (Police FY25 Appointment Change - Stephen M, Ringuette)

4 School St.
Merrimac, MA 01860
P: 978-346-8862
Hours: Monday 8-7;Tue.-Thur. 8-4

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

Notice:

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

Attachment: Police FY25 Appointment Change (Police FY25 Appointment Change - Stephen M, Ringuette)

**Merrimac Select Board**

2 School Street

Merrimac, MA 01860

Meeting: 07/22/24 07:00 PM

Department: Merrimac Select Board

Category: Personnel

Prepared By: Jennifer Penney

Initiator: Jennifer Penney

Sponsors:

SCHEDULED

CORRESPONDENCE (ID # 8762)

DOC ID: 8762

Nicole Sevigny- Resignation 7.10.24

**Merrimac Select Board**

2 School Street

Merrimac, MA 01860

Meeting: 07/22/24 07:00 PM

Department: Merrimac Select Board

Category: Information

Prepared By: Jennifer Penney

Initiator: Jennifer Penney

Sponsors:

SCHEDULED~~CORRESPONDENCE (ID # 8761)~~~~DOC ID: 8761~~**Light Commissioner- Resignation**

Larry S. Fisher- Commissioner
5 Willowdale Drive
Merrimac, Ma 01860

Norman Denault- Chair
Merrimac Light Department
10 West Main Street
Merrimac, MA 01860

July 3, 2024

Norman,

I am writing with regret, to formally inform you that I will be stepping down as a Light Commissioner effective immediately. I do this for many reasons, many that I have shared with you regarding the issues that I don't have the time to dedicate to, but also because the fire department has been a totally consuming job that needs more time than I possibly can create.

I believe that my time working with you and Paula Hamel resulted in a better Light Department. The department was not in a great place when I first joined, but you had recently hired Francisco Frias. He was and still is, in my opinion, the best all-around manager in my time as a member of this community or as a commissioner. At the time of my appointment by the Board of Selectmen, I relied on you and Francisco to bring me up to speed. It was a ton of work and I have no regrets for the effort that I put into learning the department's operation. I know the Town is very fortunate to have you as a light commissioner.

For my part, I see many challenges that are currently in front of the commissioners and Town. There is a significant amount of work to be done so we can maintain the department and attempt to control the rates. It is extremely important that the department be managed by a leader that knows how to build a team across the entire community. Someone that shares our community's values and recognizes all our challenges.

For that to be the case, there needs to be a commissioner that can put in the time, can be a strong advocate for the ratepayers and truly share our community values. I just don't have the time to be that commissioner.

I leave proud of the work that I have been part of. I believe our line crew is solid and looks at what they do with pride. I know the office staff are relatively new, but they also look to be the best they can be. This allows me to leave knowing some of the foundational work is still in place.

I thank you for your leadership, mentoring and most importantly, friendship. I will miss being part of the team, but I have much to do and need all my energy to make sure the fire department continues to succeed as well.

Respectfully submitted,

Larry S. Fisher

CC: Chris Manni, Select Board Chair

Jennifer Penney, Executive Assistant, Select Board

Gwendolyn Lay Sabbagh, Town Clerk



Merrimac Select Board

2 School Street
Merrimac, MA 01860

SCHEDULED

Meeting: 07/22/24 07:00 PM

Department: Merrimac Select Board

Category: Information

Prepared By: Jennifer Penney

Initiator: Jennifer Penney

Sponsors:

~~CORRESPONDENCE (ID # 8760)~~

~~DOC ID: 8760~~

Library HVAC Update from Library Director

From: [Aila Colburn](#)
To: [Jennifer Penney - Select Board \(X3080\)](#)
Subject: Library HVAC Update
Date: Monday, July 15, 2024 3:30:19 PM

Good afternoon,

I am emailing you today with an update regarding the HVAC system at the library. As you probably already know our HVAC system is not working in a full capacity and with the extremely warm temperatures outside the units cannot keep up. Last week the library had an average room temperature between 80F and 82F during the day. Even with floors fans going on high speed it was uncomfortably hot and humid in the library. Due to the temperatures in the building, it has started to affect some of the staff's health. We closed the library earlier this past Thursday (7/11) and we postponed a program.

I have adjusted the library opening hours this week with the hopes that it's a bit cooler in the morning. For this week the library is open: Monday, Wednesday, Thursday 9am – 4pm, Tuesday 9am-6pm and Friday 10am-2pm (Approved by the Library Board of Trustees 7/10/24)

Bob Sinibaldi, has been a big help to the library during this process as he is helping me to get quotes from vendors and moving the process along so that we can hopefully get the HVAC system fixed soon.

I am attaching some screenshots of the HVAC system graphs that show the temperature in the building (7/9, 7/10 & 7/15).

If you have any questions please don't hesitate to reach out,

Aila

Aila Colburn
Library Director
Merrimac Public Library
86 W. Main St.
Merrimac, MA 01860
978-346-9441

Attachment: Library HVAC Update (Library HVAC Update from Library Director)

Home

Alarms

Manual Charting

Schedules

Users

Floor Plans

Back

09-Jul-24 6:14 PM EDT

AHU1



Today



Occupancy

Command Occupied

Outside Air Damper

Command 100.0 %

Minimum 10.0 %

Outside Air Lockout (Cool)

Cool Lockout Available

Setpoint 60.0 °F

Safety Shutdown Status

Alarm Normal

DX Cooling

Stage 1 On

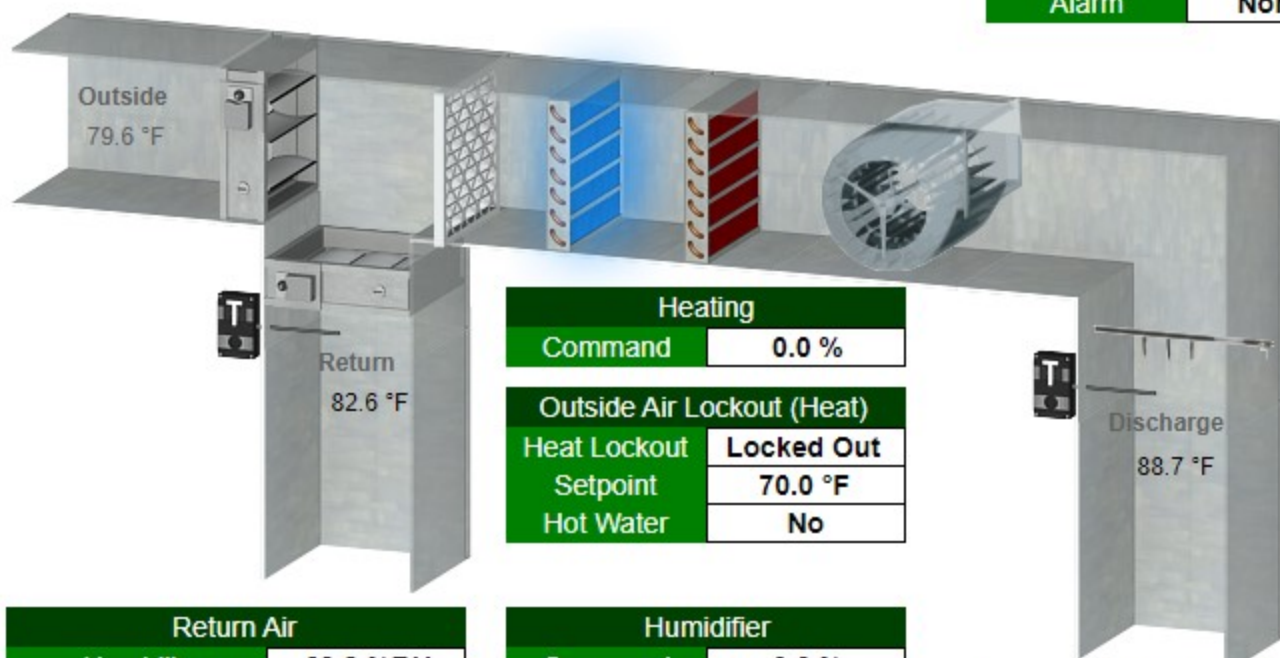
Stage 2 Off

Supply Fan

Command On

Status Running

Alarm Normal



Heating

Command 0.0 %

Outside Air Lockout (Heat)

Heat Lockout Locked Out

Setpoint 70.0 °F

Hot Water No

Return Air

Humidity 29.8 %RH

Dehumidify Setpoint 70.0 %RH

Humidity Setpoint 30.0 %RH

Humidifier

Command 0.0 %

Discharge Air

Temperature 88.7 °F

Low Limit Normal

Space Temperature Setpoints

Unoccupied Cooling Setpoint 85.0 °F

Occupied Cooling Setpoint 65.0 °F

Occupied Heating Setpoint 61.0 °F

Unoccupied Heating Setpoint 60.0 °F

Demand Control Ventilation

Space CO2 Level 441.9 ppm

Space CO2 Setpoint 1000.0 ppm



Occupancy

Command	Occupied
---------	----------

Outside Air Lockout (Cool)

Cool Lockout	Available
Setpoint	60.0 °F

Safety Shutdown Status

Alarm	Normal
-------	--------

Outside Air Damper

Command	100.0 %
Minimum	10.0 %

DX Cooling

Stage 1	On
Stage 2	Off

Supply Fan

Command	On
Status	Running
Alarm	Normal

Heating

Command	0.0 %
---------	-------

Outside Air Lockout (Heat)

Heat Lockout	Locked Out
Setpoint	70.0 °F
Hot Water	No

Return Air

Humidity	29.7 %RH
Dehumidify Setpoint	70.0 %RH
Humidity Setpoint	30.0 %RH

Humidifier

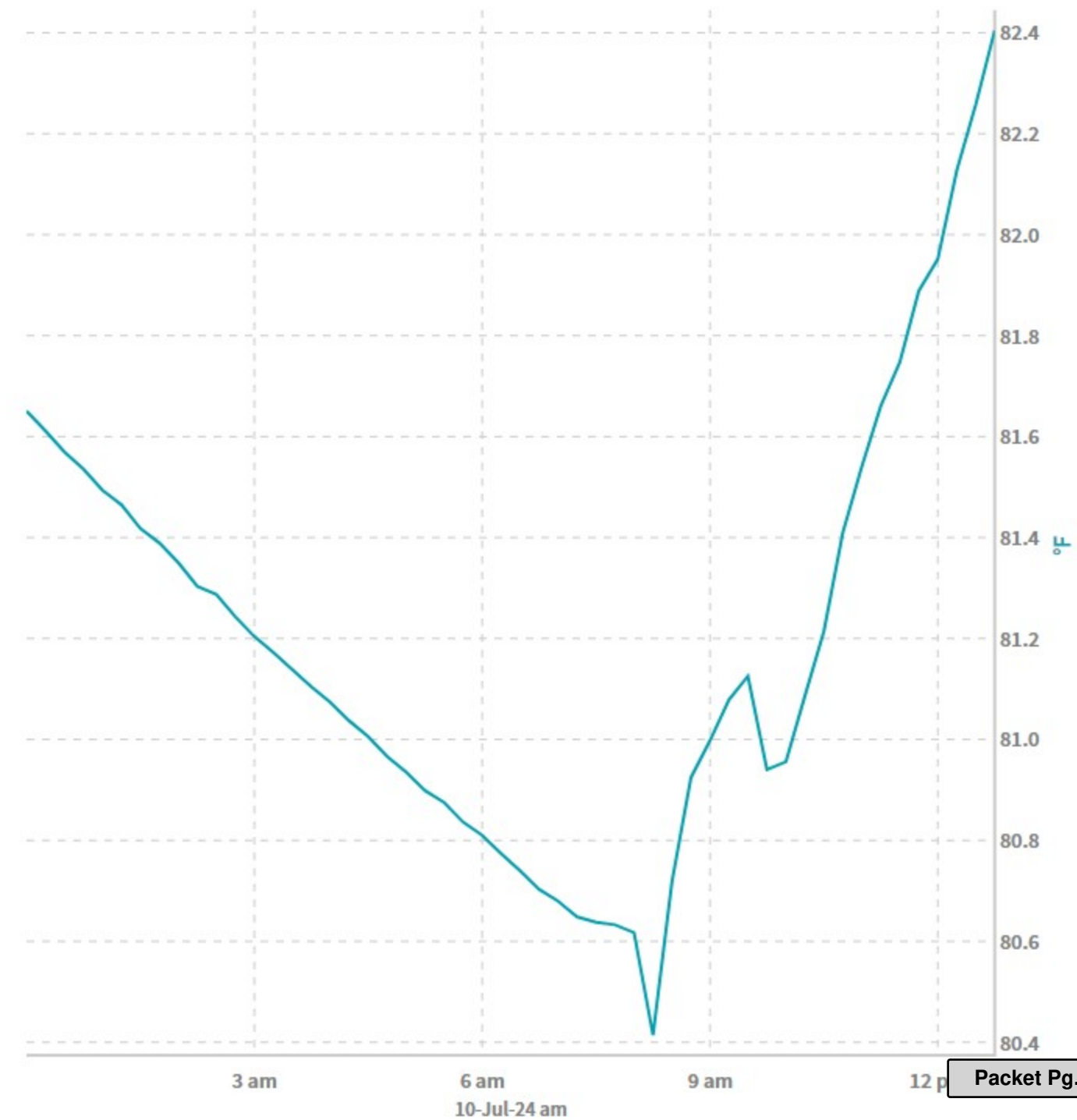
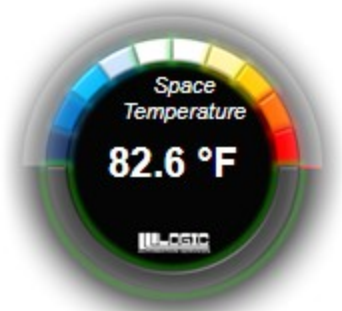
Command	0.0 %
---------	-------

Discharge Air

Temperature	92.8 °F
Low Limit	Normal

Space Temperature Setpoints	
Unoccupied Cooling Setpoint	85.0 °F
Occupied Cooling Setpoint	65.0 °F
Occupied Heating Setpoint	61.0 °F
Unoccupied Heating Setpoint	60.0 °F

Demand Control Ventilation	
Space CO2 Level	455.3 ppm
Space CO2 Setpoint	1000.0 ppm



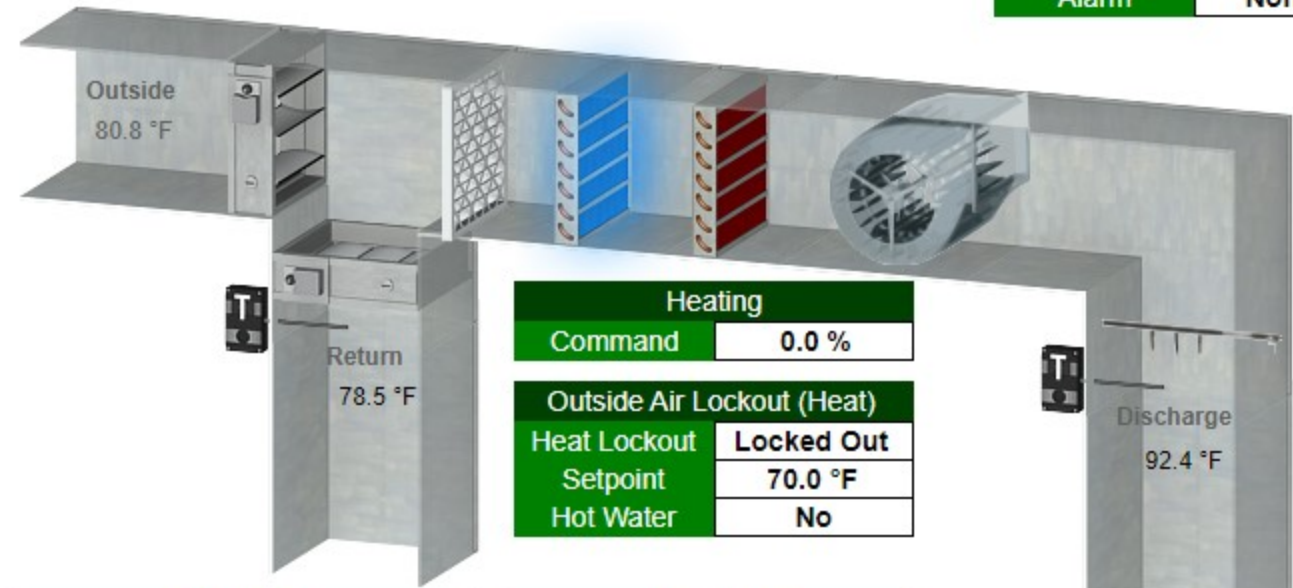
Attachment: HVAC Library 7_10 (Library HVAC Update from Library Director)

AHU1

Today

Occupancy	
Command	Occupied

Outside Air Damper	
Command	100.0 %
Minimum	10.0 %



Outside Air Lockout (Cool)	
Cool Lockout	Available
Setpoint	60.0 °F

DX Cooling	
Stage 1	On
Stage 2	Off

Safety Shutdown Status	
Alarm	Normal

Supply Fan	
Command	On
Status	Running
Alarm	Normal

Heating	
Command	0.0 %
Outside Air Lockout (Heat)	
Heat Lockout	Locked Out
Setpoint	70.0 °F
Hot Water	No

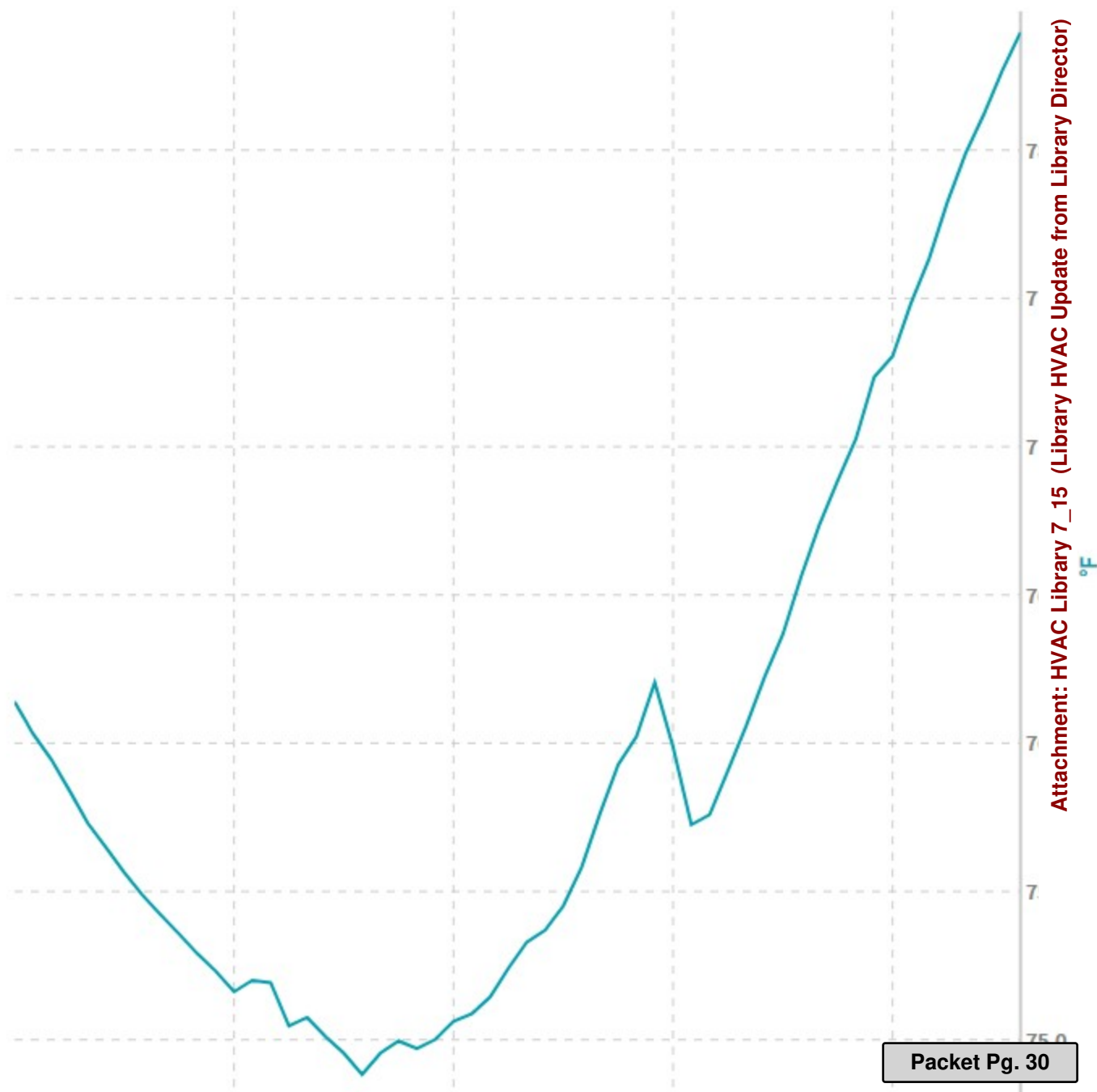
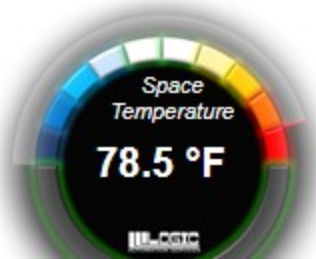
Return Air	
Humidity	29.6 %RH
Dehumidify Setpoint	70.0 %RH
Humidity Setpoint	30.0 %RH

Humidifier	
Command	0.0 %

Discharge Air	
Temperature	92.4 °F
Low Limit	Normal

Space Temperature Setpoints	
Unoccupied Cooling Setpoint	85.0 °F
Occupied Cooling Setpoint	65.0 °F
Occupied Heating Setpoint	61.0 °F
Unoccupied Heating Setpoint	60.0 °F

Demand Control Ventilation	
----------------------------	--



Attachment: HVAC Library 7_15 (Library HVAC Update from Library Director)

**Merrimac Select Board**

2 School Street

Merrimac, MA 01860

Meeting: 07/22/24 07:00 PM

Department: Merrimac Select Board

Category: Information

Prepared By: Jennifer Penney

Initiator: Jennifer Penney

Sponsors:

SCHEDULED~~CORRESPONDENCE (ID # 8759)~~~~DOC ID: 8759~~**Federal Funding Opportunities_ Senator Markey**

Forwarded to Dept Heads

COMMENTS - Current Meeting:

Gustison asks if we look at those grants. McLeod says we do. Bruno says they are applying for what they can. Manni says the dept heads do the work to apply.

From: [Horsman, Liam \(Markey\)](#)
Subject: Federal Funding Opportunities: Senator Markey
Date: Friday, June 28, 2024 11:26:52 AM

Good morning,

I hope you're enjoying the start of your summer. On behalf of Senator Markey, I am pleased to share recently announced federal grant opportunities funded through the [Infrastructure Investment and Jobs Acts \(IIJA\)](#), [Bipartisan Safer Communities Act](#), [Inflation Reduction Act](#), and other federal sources. It's a long list this time, but a good one!

- ❖ **[Community Change Grants Program \(Environmental Protection Agency\)](#)** This \$2 billion program established by the Inflation Reduction Act seeks to benefit disadvantaged communities through projects that reduce pollution and build community capacity to address climate change.
- ❖ **[Charging and Fueling Infrastructure \(CFI\) Discretionary Grant Program \(U.S. Department of Transportation\)](#)**: The program, created by President Biden's Bipartisan Infrastructure Law, aims to strategically deploy publicly accessible electric vehicle charging and alternative fueling infrastructure in the places people live and work – urban and rural areas alike – in addition to along designated Alternative Fuel Corridors (AFCs).
- ❖ **[Strengthening Mobility and Revolutionizing Transportation \(SMART\) Grants Program \(U.S. Department of Transportation\)](#)**: This program aims to fund demonstration projects focused on advanced smart community technologies and systems that improve transportation safety and efficiency.
- ❖ **[Pilot Program for Transit Oriented Development Planning \(U.S. Department of Transportation\)](#)**: This program provides funding to communities to integrate land use and transportation planning to examine ways to improve economic development and ridership potential, foster multimodal connectivity and accessibility, improve transit access for pedestrian and bicycle traffic, engage the private sector, identify infrastructure needs, and enable mixed-use development near transit stations.
- ❖ **[State Revolving Fund \(Massachusetts Department of Environmental Protection\)](#)**: The State Revolving Fund (SRF) is accepting new drinking water and clean water project applications, in addition to applications for loans/grants for lead service line planning and replacement projects and community septic management projects.
- ❖ **[Regional Catastrophic Preparedness Grant Program \(RCPGP\) \(Federal Emergency Management Agency\)](#)**: RCPGP supports the building of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient nation by providing resources to close known capability gaps in Housing and Logistics and Supply Chain Management, encouraging innovative regional solutions to issues related to catastrophic incidents, and building on existing regional efforts.
- ❖ **[Electronic Scrap Recycling Advancement Prize \(U.S. Department of Energy\)](#)**: This prize encourages innovations that enhance the recovery of critical materials along the recycling value chain from end-of-life products to reintroduction. Innovation is also needed to facilitate the integration of the separation technologies into the recycling value chain.
- ❖ **[Active Transportation Infrastructure Investment Program \(ATIIIP\) \(U.S. Department of Transportation\)](#)**: ATIIIP projects will help improve the safety, efficiency, and reliability of active transportation networks and communities; improve connectivity between active transportation modes and public transportation; enhance the resiliency of on- and off-road active transportation infrastructure; help protect the environment; and improve quality of life in disadvantaged communities through the delivery of connected active transportation networks and expanded mobility opportunities.
- ❖ **[Low-Income Communities Bonus Credit Program \(U.S. Department of Energy\)](#)**: The program prioritizes increased adoption of and access to renewable energy facilities in underserved and environmental justice communities, encouraging new clean energy market participants, and providing substantial benefits to underserved communities and individuals who have been historically

marginalized from economic opportunities and overburdened by environmental impacts.

- ❖ **Brownfields Job Training Grants (Environmental Protection Agency)**: Job Training Grants provide environmental training for residents impacted by brownfield sites in their communities.
- ❖ **Building Pathways to Infrastructure Jobs Grant Program (U.S. Department of Labor)**: The purpose of the Building Pathways to Infrastructure Jobs Grant Program is to fund public-private partnerships to develop, strengthen, and scale promising and evidence-based training models in H-1B industries and occupations critical to meeting the goals of the Bipartisan Infrastructure Law (BIL) and to maximize the impact of these investments.
- ❖ **Gap Networks Program (Massachusetts Broadband Institute)** The purpose of the Gap Networks Grant Program is to address the crucial digital needs of towns and cities, with a particular focus on communities with substantial low-income households and disadvantaged populations. This program will fund the development of broadband infrastructure in areas that currently lack access to sufficient internet service, offering download speeds of at least 100 Mbps and upload speeds of at least 20 Mbps.

For more details on each grant opportunity, including eligibility criteria and application deadlines, please refer to the below synopses. We encourage you to visit the resource links to learn about potential applicability to your community's needs.

I also wanted to flag for you the BEAD Challenge Process, coordinated through the Massachusetts Broadband Institute (MBI):

- ❖ The Broadband Equity, Access, and Deployment (BEAD) Program is a \$42.45 billion federal program to expand high-speed internet access by funding broadband planning, infrastructure deployment, and adoption programs. To determine eligibility for this funding, MBI has organized the BEAD Challenge Process, a process in which municipalities, nonprofits, and Internet service providers can submit challenges to existing coverage maps to make their case for BEAD funding.
- ❖ **The BEAD Challenge Process opened on June 20 for municipalities to submit challenges proving poor or inadequate Internet service.** It will remain open for 30 days. Advocacy in the Challenge Process will be vital for your community's chances to apply when BEAD funding becomes available. The portal to test your Internet speed and submit challenges is [now open](#).

And I wanted to flag the upcoming IRS office hours for elective pay. Elective pay makes certain clean energy tax credits and the CHIPs manufacturing credit effectively refundable, and the IRS is offering office hours through Microsoft Teams to help entities with the pre-filing registration process. Representatives from the IRS will be available to answer your pre-filing registration questions:

Date	Time	Register
July 2, 2024	12:30-2 p.m. EDT	Register
July 17, 2024	1-2:30 p.m. EDT	Register
July 31, 2024	1-2:30 p.m. EDT	Register

As always, please do not hesitate to reach out with any questions or concerns.

Thank you!

Grant Opportunities

[This is not an exhaustive list of available federal grants. For a complete list of open and forecasted grant opportunities, please visit [Grants.gov](#), where you can sign up for grant announcements, and search for and filter opportunities by grant type, eligibility, and federal

agency.]

COMMUNITY CHANGE GRANTS

Department:	Environmental Protection Agency (EPA)
Description:	The new Environmental and Climate Justice Community Change Grants Program has announced a Notice of Funding Opportunity (NOFO) for approximately \$2 billion in Inflation Reduction Act funds to benefit disadvantaged communities through projects that reduce pollution and build community capacity to address climate change.
Eligible Applicants:	Eligible applicants include partnerships between two community based non-profit organizations and a partnership between a CBO and either a Federally-Recognized Tribe, a local government, or an institution of higher education.
Closing Date:	November 21, 2024
Link to Opportunity:	Grants.gov - Community Change Grant

CHARGING AND FUELING INFRASTRUCTURE (CFI) DISCRETIONARY GRANT PROGRAM

Department:	Federal Highway Administration
Description:	The purpose of this NOFO is to solicit applications for the Charging and Fueling Infrastructure Discretionary Grant Program (CFI Program) established under the Infrastructure Investment and Jobs Act ("Bipartisan Infrastructure Law" or "BIL").
Eligible Applicants:	Eligible entities include Native American tribal governments (Federally recognized), Public housing authorities/Indian housing authorities, County governments, Others (see text field entitled "Additional Information on Eligibility" for clarification), State governments, Public and State controlled institutions of higher education, City or township governments, and Special district governments
Closing Date:	August 28, 2024
Award Range:	Estimated Total Program Funding is \$1,321,200,000
Link to Opportunity:	Charging and Fueling Infrastructure (CFI) Discretionary Grant Program ROUND 2 Grants.gov

STRENGTHENING MOBILITY AND REVOLUTIONIZING TRANSPORTATION (SMART) GRANTS PROGRAM

Department:	U.S. Department of Transportation
Description:	The SMART program was established to provide grants to eligible public sector agencies to conduct demonstration projects focused on advanced smart community technologies and systems in order to improve transportation efficiency and safety.

Eligible Applicants:	Eligible applicants for the SMART Grants Program include: A. a State; B. a political subdivision of a State; C. a federally recognized Tribal government; D. a public transit agency or authority; E. a public toll authority; F. a metropolitan planning organization; or G. a group of two or more eligible entities applying through a single lead applicant (Group Application)
Closing Date:	July 12, 2024
Award Range:	The program disburses \$50,000,000 in funding. Awards are between \$250,000 and \$2,000,000.
Link to Opportunity:	SMART Grants Grants.gov

PILOT PROGRAM FOR TRANSIT ORIENTED DEVELOPMENT PLANNING

Department:	U.S. Department of Transportation
Description:	The Pilot Program for TOD Planning helps support FTA's mission of improving public transportation for America's communities by providing funding to local communities to integrate land use and transportation planning around a new fixed guideway or core capacity improvement project.
Eligible Applicants:	Eligible entities include State governments, County governments, City or township governments, and sponsors of transit capital projects.
Closing Date:	July 22, 2024
Award Range:	Estimated Total Program Funding \$10,496,164
Link to Opportunity:	FY2024 Pilot Program for Transit-Oriented Development (TOD) Planning Grants.gov

STATE REVOLVING FUND

Department:	Massachusetts Department of Environmental Protection (MassDEP)
Description:	The State Revolving Fund (SRF) is accepting new drinking water and clean water project applications, in addition to applications for loans/grants for lead service line planning and replacement projects and community septic management projects.
Eligible Applicants:	Cities, towns, and public municipal water districts are eligible to apply.
Closing Date:	July 26, 2024
Link to Opportunity:	State Revolving Fund Mass.gov

REGIONAL CATASTROPHIC PREPAREDNESS GRANT PROGRAM

Department:	Federal Emergency Management Agency (FEMA)
Description:	The FY 2024 Regional Catastrophic Preparedness Grant Program (RCPGP), as authorized and appropriated by the Department of Homeland Security Appropriations Act, 2024 (Pub. L. No. 118-47), provides funding to close known capability gaps, encourage innovative regional solutions to issues related to catastrophic incidents, and build on existing regional preparedness efforts. The purpose of the RCPGP is to build regional capacity to manage

	catastrophic incidents by improving and expanding collaboration for catastrophic incident preparedness.
Eligible Applicants:	State governments, municipal governments, and county governments are eligible to apply.
Closing Date:	July 25, 2024
Link to Opportunity:	RCPGP Grants.gov

ELECTRONIC SCRAP RECYCLING ADVANCEMENT PRIZE

Department:	U.S. Department of Energy
Description:	The prize aims to stimulate innovative approaches that reduce the costs and environmental impact of critical material recovery from electronic scrap (e-scrap).
Eligible Applicants:	Eligible applicants include private entities (for-profits and nonprofits), nonfederal government entities (such as states, counties, tribes, and municipalities), and academic institutions.
Closing Date:	September 4, 2024
Award Range:	U.S. Department of Energy is awarding up to \$800,000.
Link to Opportunity:	American Made Challenges - U.S. Department of Energy

ACTIVE TRANSPORTATION INFRASTRUCTURE INVESTMENT PROGRAM (ATIIP)

Department:	U.S. Department of Transportation
Description:	The ATIIP grants will allow communities to identify, prioritize, and implement improvements to the largest barriers to safe, accessible, and equitable pedestrian and bicycle network connectivity through the development of infrastructure that will provide substantial additional opportunities for walking and bicycling.
Eligible Applicants:	Eligible applicants include Local or Regional Governmental Organizations, Multicounty Special Districts, State, Multistate Group of Governments, or an Indian Tribe.
Closing Date:	July 17, 2024
Award Range:	U.S. Department of Transportation is awarding from \$100,000 to \$15,000,000.
Link to Opportunity:	Active Transportation Infrastructure Investment Program Grants.gov

LOW-INCOME COMMUNITIES BONUS CREDIT PROGRAM

Department:	U.S. Department of Energy - Office of Energy Justice and Equity
Description:	DOE's Office of Energy Justice and Equity administers the Low-Income Communities Bonus Credit Program to prioritize increased adoption of and access to renewable energy facilities in underserved and environmental justice communities, encouraging new market participants, providing substantial benefits to underserved communities and individuals who have been historically marginalized from economic opportunities and

	overburdened by environmental impacts.
Eligible Applicants:	Eligible applicants include solar and wind facilities that are installed in low-income communities or on Indian land and low income residential building or a qualified low-income economic benefit project
Closing Date:	June 27, 2024
Link to Opportunity:	Low-Income Communities Bonus Credit Program Energy.gov

BROWNFIELDS JOB TRAINING GRANTS

Department:	Environmental Protection Agency
Description:	Job Training Grants provide environmental training for residents impacted by brownfield sites in their communities. The following resources, developed by the Hazardous Material Training and Research Institute at Eastern Iowa Community College, offer information to potential applicants and may help grantees launch job training programs in their communities.
Eligible Applicants:	Link to list of eligible trainings.
Closing Date:	August 15, 2024
Link to Opportunity:	Brownfields Job Training Grants – Technical Assistance Resources

BUILDING PATHWAYS TO INFRASTRUCTURE JOBS GRANT PROGRAM

Department:	U.S. Department of Labor
Description:	The purpose of the DOL Building Pathways to Infrastructure Jobs Grant Program is to fund public-private partnerships to develop, strengthen, and scale promising and evidence-based training models in H-1B industries and occupations critical to meeting the goals of the Bipartisan Infrastructure Law (BIL) and to maximize the impact of these investments.
Eligible Applicants:	Eligible applicants include State governments, Native American tribal governments (Federally recognized), Public and State controlled institutions of higher education, Nonprofits that do not have a 501(c)(3) status with the IRS, other than institutions of higher education, Others (see text field entitled "Additional Information on Eligibility" for clarification), County governments, Private institutions of higher education, Nonprofits having a 501(c)(3) status with the IRS, other than institutions of higher education, City or township governments
Closing Date:	July 1, 2024
Link to Opportunity:	DOL Building Pathways to Infrastructure Jobs Grant Program Grants.gov

GAP NETWORKS PROGRAM**Department:**Massachusetts
Broadband
Institute**Description:**

The purpose of the Gap Networks Grant Program is to address the crucial digital needs of towns and cities, with a particular focus on communities with substantial low-income households and disadvantaged populations. This program will fund the development of broadband infrastructure in areas that currently lack access to sufficient internet service, offering download speeds of at least 100 Mbps and upload speeds of at least 20 Mbps.

Eligible Applicants:

Eligible applicants include

Attachment: Federal Funding Opportunities_ Senator Markey (Federal Funding Opportunities_ Senator Markey)

private
entities, local
government
entities, Co-
operatives
and utilities,
Public Private
Partnerships,
and other
entities that
develop or
operate
broadband
networks and
can
demonstrate
the
experience

Closing Date:

July 2, 2024

Link to Opportunity:

[Gap
Networks
Program –
MBI](#)

**Merrimac Select Board**

2 School Street

Merrimac, MA 01860

Meeting: 07/22/24 07:00 PM

Department: Merrimac Select Board

Category: Information

Prepared By: Jennifer Penney

Initiator: Jennifer Penney

Sponsors:

SCHEDULED~~CORRESPONDENCE (ID # 8758)~~~~DOC ID: 8758~~**Complaint Concerning July Electric Billing Misprint**

From: [Jennifer Penney - Select Board \(X3080\)](#)
To: ["Marie-Claire Nicol"](#)
Cc: [Merrimac Light Department](#)
Subject: RE: Concerning July Electric Billing Misprint
Date: Thursday, July 11, 2024 9:38:00 AM

Ms. Nicol,

Thank you for your email. I recognize why this is frustrating for you. I can certainly share it with the Select Board in their correspondence, but the management of the Light Dept. is beyond the Select Board's purview. You may want to reach out to your Board of Light Commissioners.

Best,

Jennifer Penney

Executive Assistant
 Notary Public
 Office of the Select Board
 Town of Merrimac
 4 School St.
 Merrimac, MA 01860
 P: 978-346-8862
 Hours: Monday 8-7; Tue.-Thur. 8-4

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

Notice:

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

From: Marie-Claire Nicol <nicolmarieclaire6@gmail.com>
Sent: Thursday, July 11, 2024 7:14 AM
To: Jennifer Penney - Select Board (X3080) <selectmen@townofmerrimac.com>
Cc: Merrimac Light Department <office@merrimaclight.com>
Subject: Concerning July Electric Billing Misprint

Dear Ms. Penney,

I have been in communication with the Merrimac Light Department regarding the misprinting of their July bills. The result of these conversations is that since "the problem is not widespread" nothing can be done to monitor or to tweak the computer program ensuring future billings print the amount owed in the amount owed block and the discounted amount in the discounted block. I am to believe

Attachment: Concerning July Electric Billing Misprint (Complaint Concerning July Electric Billing Misprint)

that out of all the residents in Merrimac using electricity and receiving a billing for that utility I was the only one to suffer a misprinted billing.

I would like to bring this complaint to the Board of Selectmen. This civic action to call a fixable problem into attention is not a reason to diffuse blame or to use distractful language to avoid the issue. This interchange has exposed the Town of Merrimac finds an acceptable level of incompetency and the constituency should be satisfied with shoddy performance.

I pay my tax bill in full and on time. I pay my electric bill in full and on time. I am expecting the printing of future electric bills to be accurate.

Sincerely,

Marie-Claire Nicol

2R Meadow Ave

Merrimac, MA 01860

11 July 2024



Merrimac Select Board

2 School Street

Merrimac, MA 01860

Meeting: 07/22/24 07:00 PM

Department: Merrimac Select Board

Category: Information

Prepared By: Jennifer Penney

Initiator: Jennifer Penney

Sponsors:

SCHEDULED

CORRESPONDENCE (ID # 8757)

DOC ID: 8757

Comcast Increase in Subscriptions



July 1, 2024

Board of Selectmen
Town of Merrimac
2 School Street
Merrimac, MA 01860

Dear Members of the Board:

We are committed to keeping you and our customers informed about changes to Xfinity TV services. Accordingly, please note the following price increases our providers are implementing on August 1, 2024:

- Outside TV Features will increase the cost of its Subscription Video On Demand package from \$1.99 per month to \$4.99 per month.
- Gaia will increase the cost of its Subscription Video On Demand package from \$11.99 per month to \$13.99 per month.
- Warner Brothers Discovery will increase the cost of its Max (ad-free tier) and HBO subscriptions from \$15.99 per month to \$16.99 per month.

Customers are receiving notice of these changes in their bill and will see the new cost reflected in their next bill unless they cancel their subscription.

Please do not hesitate to contact me should you have any questions. For your convenience I can be reached at kerry_morris@comcast.com.

Sincerely,

Kerry Morris

Kerry Morris, Sr. Manager
Government & Regulatory Affairs
New England Region

Attachment: Comcast Increase in Subscriptions (Comcast Increase in Subscriptions)



Merrimac Select Board

2 School Street

Merrimac, MA 01860

SCHEDULED

Meeting: 07/22/24 07:00 PM

Department: Merrimac Select Board

Category: Information

Prepared By: Jennifer Penney

Initiator: Jennifer Penney

Sponsors:

~~CORRESPONDENCE (ID # 8756)~~

~~DOC ID: 8756~~

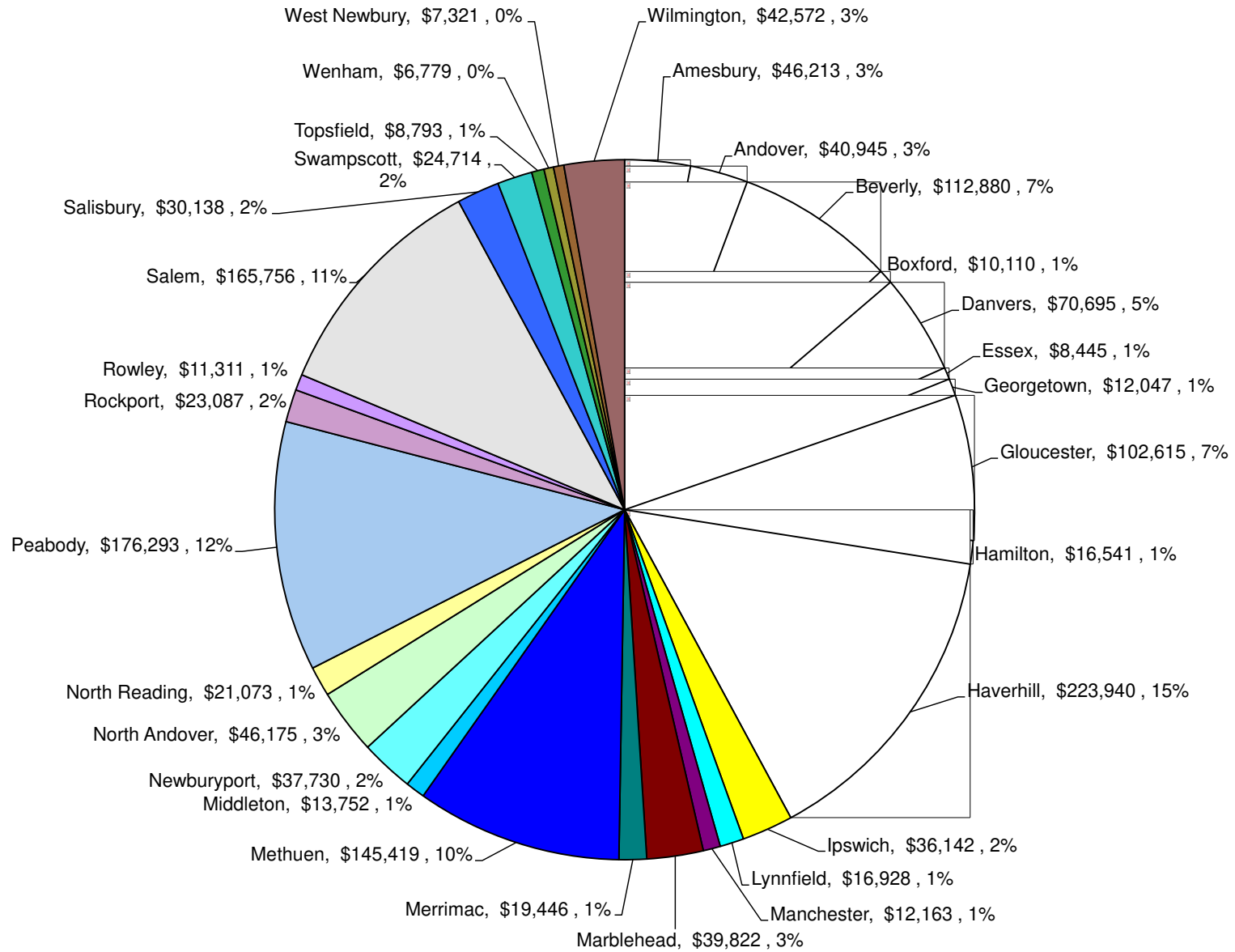
PY2024 NSHC HOME Distribution of Funds

NORTH SHORE HOME CONSORTIUM Draft Distribution of Funds 2024 7-1-2024

City/Town	Population #s	Low/Mod # Individuals	Total Allocation	Production	Administration (3%)
Amesbury	17,269	5,965	\$ 46,213	\$ 44,827	\$ 1,386
Andover	36,517	5,285	\$ 40,945	\$ 39,717	\$ 1,228
Beverly	42,446	14,570	\$ 112,880	\$ 109,494	\$ 3,386
Boxford	8,141	1,305	\$ 10,110	\$ 9,807	\$ 303
Danvers	27,898	9,125	\$ 70,695	\$ 68,574	\$ 2,121
Essex	3,675	1,090	\$ 8,445	\$ 8,191	\$ 253
Georgetown	8,416	1,555	\$ 12,047	\$ 11,686	\$ 361
Gloucester	29,952	13,245	\$ 102,615	\$ 99,536	\$ 3,078
Hamilton	7,539	2,135	\$ 16,541	\$ 16,045	\$ 496
Haverhill	67,361	28,905	\$ 223,940	\$ 217,221	\$ 6,718
Ipswich	13,716	4,665	\$ 36,142	\$ 35,058	\$ 1,084
Lynnfield	12,955	2,185	\$ 16,928	\$ 16,420	\$ 508
Manchester	5,363	1,570	\$ 12,163	\$ 11,799	\$ 365
Marblehead	20,296	5,140	\$ 39,822	\$ 38,627	\$ 1,195
Merrimac	6,705	2,510	\$ 19,446	\$ 18,863	\$ 583
Methuen	52,798	18,770	\$ 145,419	\$ 141,057	\$ 4,363
Middleton	9,767	1,775	\$ 13,752	\$ 13,339	\$ 413
Newburyport	18,295	4,870	\$ 37,730	\$ 36,598	\$ 1,132
North Andover	30,711	5,960	\$ 46,175	\$ 44,789	\$ 1,385
North Reading	15,343	2,720	\$ 21,073	\$ 20,441	\$ 632
Peabody	54,119	22,755	\$ 176,293	\$ 171,004	\$ 5,289
Rockport	6,959	2,980	\$ 23,087	\$ 22,395	\$ 693
Rowley	6,131	1,460	\$ 11,311	\$ 10,972	\$ 339
Salem	44,819	21,395	\$ 165,756	\$ 160,784	\$ 4,973
Salisbury	9,212	3,890	\$ 30,138	\$ 29,233	\$ 904
Swampscott	15,155	3,190	\$ 24,714	\$ 23,973	\$ 741
Topsfield	6,555	1,135	\$ 8,793	\$ 8,530	\$ 264
Wenham	5,124	875	\$ 6,779	\$ 6,576	\$ 203
West Newbury	4,691	945	\$ 7,321	\$ 7,102	\$ 220
Wilmington	23,012	5,495	\$ 42,572	\$ 41,295	\$ 1,277
Sub-totals			\$ 1,529,848	\$ 1,483,952	\$ 45,895

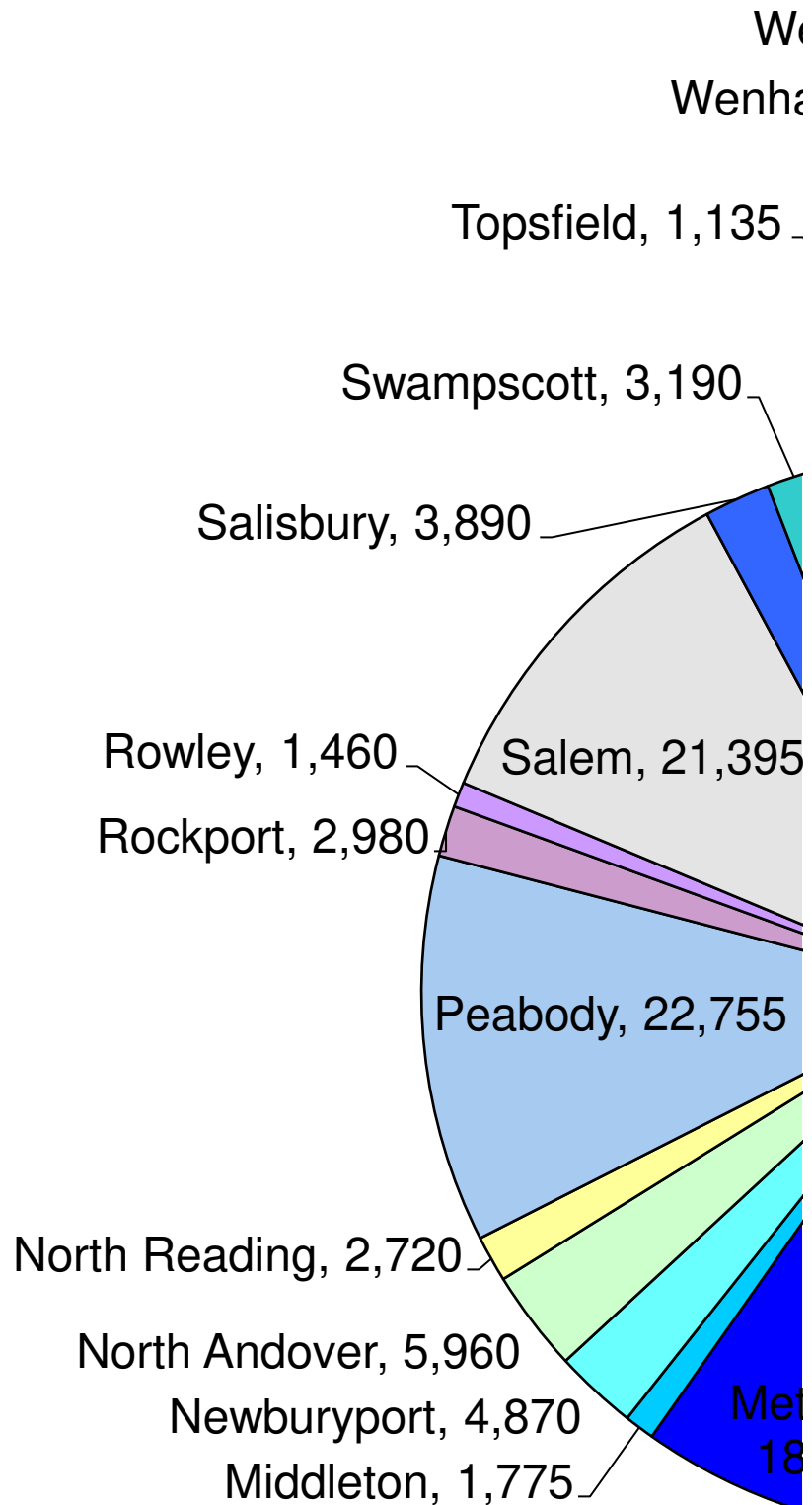
Consortium Administration (7%)	197,465	\$ 137,730	\$ 137,730
RFP Pool		\$ 300,000	\$ 286,961
Totals	610,940	197,465	\$ 1,770,913
		\$ 1,967,578	\$ 196,600

Distribution of HOME Funds 2018



Low Mod households

Number of Low&M



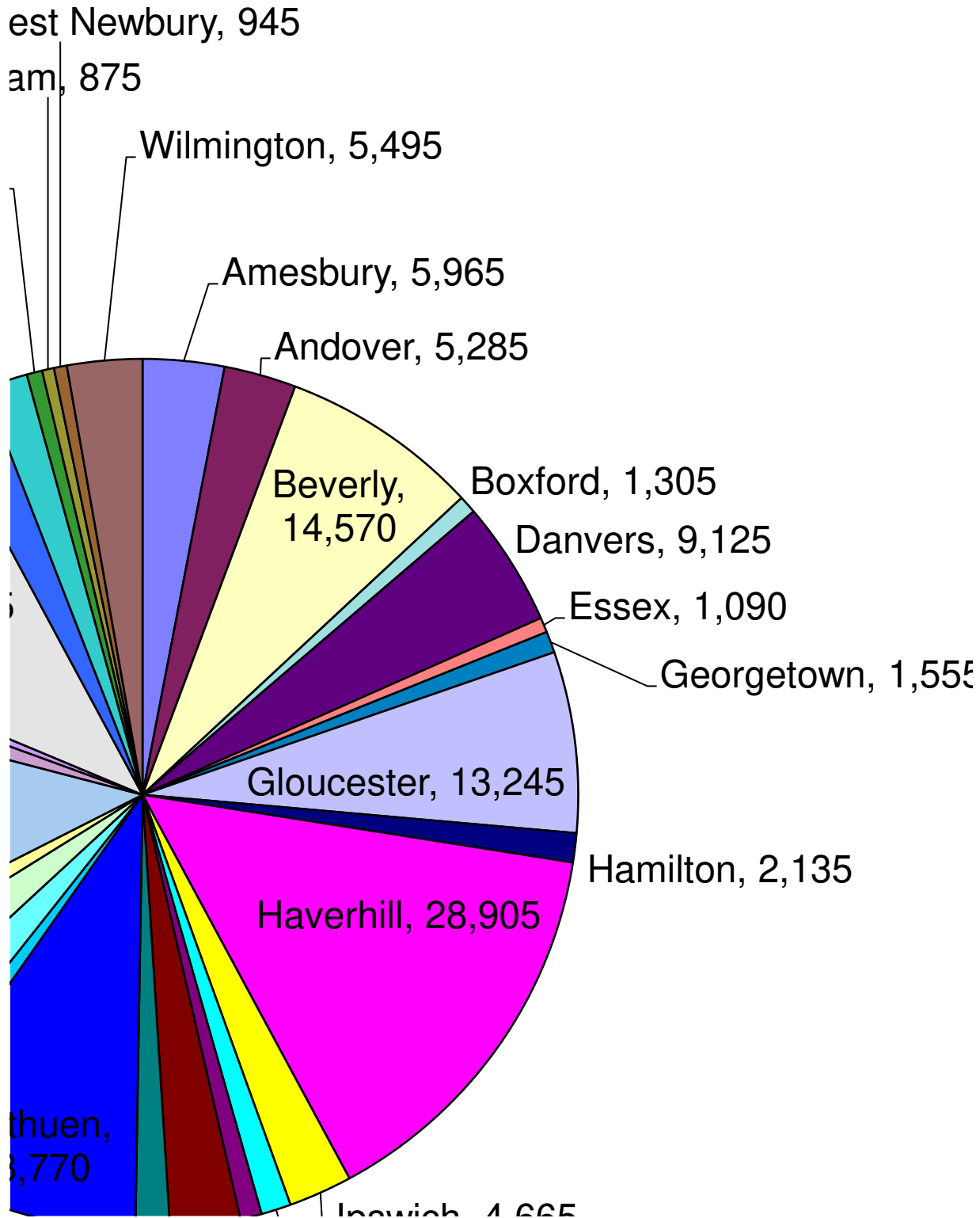
Attachment: 2024 NSHC Distribution of Funds Chart 7-1-24 (002) (PY2024 NSHC HOME Distribution of Funds)

Low Mod households

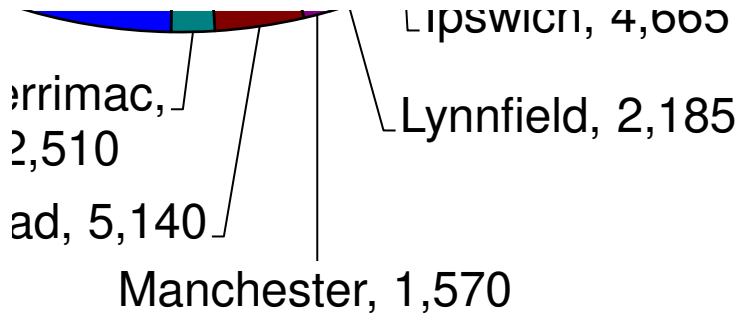
Me
2

Marblehead

Mod Households in Region



Low Mod households



Low Mod households

5

Low Mod households



From: [Lisa Greene](#)
To: [Aaron Henry \(ahenry@danversma.gov\)](#); [Adam Krans \(kransa@amesburyma.gov\)](#); [Alex Koppelman \(akoppelman@gloucester-ma.gov\)](#); [Amanda Chiancola \(achiancola@saalem.com\)](#); [Andrew Herlihy \(aherlihy@cityofhaverhill.com\)](#); [Andrew Port <aport@cityofnewburyport.com>](#); [Andrew Shapiro \(ashapiro@northandoverma.gov\)](#); [Angus Jennings, Town Manager](#); [Bernadette Curran \(bcurran@townofnorthandover.com\)](#); [Brendhan Zubricki \(bzubricki@essexma.org\)](#); [Carol McLeod - Finance \(X3040\)](#); [Danielle McKnight \(dmcknight@northreadingma.gov\)](#); [Darlene Wynne \(dwyenne@beverlyma.gov\)](#); [Debi Morong \(dmorong@topsfield-ma.gov\)](#); [Deborah Eagan \(selectmen@townofrowley.org\)](#); [Dianna Twomey \(dtwomey@georgetownma.gov\)](#); [George Koehler \(geo.koehler41@gmail.com\)](#); [Greg Federspiel \(federspiel@manchester.ma.us\)](#); [Gregg Cademartori \(gcademartori@gloucester-ma.gov\)](#); [Jackie Bresnahan \(jackie.bresnahan@middletonma.gov\)](#); [Jane Guy \(jguy@saalem.com\)](#); [Jennifer Penney - Select Board \(X3080\)](#); [John Cashell \(jcashell@georgetownma.gov\)](#); [Joseph Domelowicz \(jdomelowicz@hamiltonma.gov\)](#); [Katelyn E. Sullivan \(KESullivan@CityofNewburyport.com\)](#); [Kevin Harutunian \(kharutunian@topsfield-ma.gov\)](#); [Kevin Hurley \(kevin.hurley@peabody-ma.gov\)](#); [Lisa Beaulieu \(lbeaulieu@salisburyma.gov\)](#); [Lisa Greene](#); [Lisa Pearson \(lpearson@salisburyma.gov\)](#); [Lisa Schwarz \(lschwarz@andoverma.gov\)](#); [Margaret Hoffman \(mhoffman@wenhamma.gov\)](#); [Mark Godin \(markg@ipswichma.gov\)](#); [Marzie Galazka \(mgalazka@swampscottma.gov\)](#); [Matt](#); [Matthew Coogan \(mcoogan@town.boxford.ma.us\)](#); [Mitch Viera \(mviera@rockportma.gov\)](#); [Naomi Francisco \(nfrancisco@saalem.com\)](#); [Orlando Pacheco \(opacheco@georgetownma.gov\)](#); [Patricia L. Antoon \(PLAntoon@ci.methuen.ma.us\)](#); [Patrick Reffett \(preffett@hamiltonma.gov\)](#); [Rebecca Curran Cutting \(curranr@marblehead.org\)](#); [Robert Dolan \(rdolan@town.lynnfield.ma.us\)](#); [Sean Fitzgerald \(ta@town.swampscott.ma.us\)](#); [Stacey Bernson](#); [Steve Poulos \(spoulos@wenhamma.gov\)](#); [Sue Brown \(browns@manchester.ma.us\)](#); [Susan Winslow \(swinslow@topsfield-ma.gov\)](#); [Valerie Gingrich - Town of Wilmington \(vgingrich@wilmingtonma.gov\)](#)
Subject: PY2024 NSHC HOME Distribution of Funds
Date: Monday, July 1, 2024 4:05:39 PM
Attachments: [2024 NSHC Distribution of Funds Chart 7-1-24.xls](#)

Hello Everyone!

Attached is the NSHC new Distribution of Funds Spreadsheet for HUD Program Year 2024. You will notice that there was a significant reduction in funds to the region, \$393,421 less than last year. If anyone has any questions please feel free to contact me.

Lisa Greene, Grants Manager
 North Shore HOME Consortium
 Peabody City Hall, 24 Lowell Street
 Peabody, MA 01960



Merrimac Select Board

2 School Street
Merrimac, MA 01860

SCHEDULED

Meeting: 07/22/24 07:00 PM

Department: Merrimac Select Board

Category: Information

Prepared By: Jennifer Penney

Initiator: Jennifer Penney

Sponsors:

CORRESPONDENCE (ID # 8755)

DOC ID: 8755

Whittier Tech Final 2024-2025 Adopted Budget



Whittier Regional Vocational Technical High School

Maureen Lynch
Superintendent

Kara M. Kosmes
Business Manager

Kevin F. Mahoney
Treasurer

115 Amesbury Line Road
Haverhill, MA 01830-1898
978-373-4101
Fax: 978-372-5331
kkosmes@whittier.tec.ma.us

6/28/2024

Ms. Carol McLeod, Finance Director
Town of Merrimac, Town Hall
2-8 School Street
Merrimac, MA 01860

Dear Ms. McLeod,

On 4/10/2024 the Whittier Regional Vocational Technical High School Committee voted to adopt a final **2024-2025 Gross Budget** in the amount of \$31,219,600.00, which consists of \$27,188,332.00 for the Required Net School Spending as defined under the Ed Reform formula; \$1,800,035.00 for Other Assessments, Assessment Transportation & Community Education; \$568,665.00 for Capital Assessments; \$1,662,568.00 for Other Educational Assessment. The estimated net receipts for the school year are \$14,732,714.00, resulting in a **Total Approved Assessment for 2024-2025 \$16,486,886.00.**

This is to certify that the **2024-2025** net assessment for the **Town of Merrimac** is **\$706,624.00.**

MERRIMAC

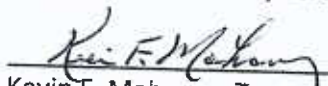
		TOTAL DUE
25%	Due August 15, 2024	\$176,656.00
25%	Due November 1, 2024	\$176,656.00
35%	Due February 1, 2025	\$247,318.00
15%	Due April 1, 2025	<u>\$105,994.00</u>
	TOTAL:	\$706,624.00

Several of our communities are transmitting assessment payments electronically. If your community would like to do so as well, please contact me at 978-373-4101 x293 to set up this process. If you have any questions, please do not hesitate to call our Business Manager, Ms. Kosmes at 978-373-4101 x269.

Sincerely,
Kevin F. Mahoney, Treasurer

Cc: Mayor, President City Council, Town Manager, City Clerk, Chmn. Board of Assessors, Chmn. Finance Committee, Chief Financial Officer, Superintendent of Schools, Whittier Representatives

Certification: I hereby certify that the information contained above is true to the best of my knowledge and belief.


Kevin F. Mahoney, Treasurer

Attachment: Whittier Tech Final 2024-2025 Adopted Budget (Whittier Tech Final 2024-2025 Adopted Budget)

**Merrimac Select Board**

2 School Street

Merrimac, MA 01860

Meeting: 07/22/24 07:00 PM

Department: Merrimac Select Board

Category: Inquiry

Prepared By: Jennifer Penney

Initiator: Jennifer Penney

Sponsors:

SCHEDULED~~CORRESPONDENCE (ID # 8764)~~~~DOC ID: 8764~~**Property Use Permit Request-Lake Attitash Well Head****COMMENTS - Current Meeting:**

Sinibaldi respectfully declined permit. It's against DEP rules and regs to have anyone at that access point. Our consultant reviewed the request. They can count the weeds anywhere except for Indian Head.

From: [Michael Indian Head Well Site Piantedosi](#)
To: [Jennifer Penney - Select Board \(X3080\)](#)
Subject: New submission from Property Use Permit
Date: Wednesday, July 10, 2024 1:18:27 PM

Date
07/10/2024
Property Requested
Indian Head Well Site
Date and Time Property Requested For
July 24th with the 25th as a rain date
Purpose of Request
Native Plant Trust is a non-profit plant conservation organization that partners with the MA Natural Heritage Program (part of the Division of Fisheries and Wildlife) to monitor populations of native plant species throughout Massachusetts. The purpose of this request is to send one of our trained volunteer botanists (in this case Michelle Greene, the former Merrimac conservation agent) to the known location of a population of American featherfoil (<i>Hottonia inflata</i>) in order to conduct a botanic survey for the New England Plant Conservation Program (NEPCoP), the results of which to be shared with the MA Natural Heritage Program, as well as the Town of Merrimac if requested. This survey will consist of noting the geographic extent of the population, number of individual plants, percent in fruit, noting habitat characteristics, and taking a few photos of the population for identification confirmation and a visual record of the habitat characteristics. No vegetative or reproductive plant tissue will be sampled, no wheeled vehicles will be used to reach the site beyond paved roads and parking lots, and no equipment will be left at the site.
Organization Name
Native Plant Trust
Is your group a for profit entity?
No
Name of Applicant
Michael Piantedosi
Address
321 Commonwealth Rd., Wayland, MA 01778
Email
mpiantedosi@nativeplanttrust.org
Phone
603-479-4114
Additional Event Details
Is the event open to the public?
No
Will an admission be charged?

Attachment: Property Use Permit Request-Lake Attitash Well Head (Property Use Permit Request-Lake Attitash Well Head)

No
Is this a fundraiser?
No
Will there be music?
No
Will refreshments be served?
No
Will alcohol be served?
No
Will event take place on town roads?
No
Application Agreement
 I agree.

From: [Fitz Dettmer](#)
To: [Jennifer Penney - Select Board \(X3080\)](#)
Subject: Seeking Permission to Survey Plants at Lake Attitash
Date: Tuesday, July 2, 2024 9:41:44 AM

Hello,

My name is Fitz and I am writing on behalf of Native Plant Trust. We are a non-profit conservation organization that partners with the MA Natural Heritage Program to monitor populations of native plant species throughout Massachusetts. I am emailing you because we are interested in conducting a survey for a population of a native plant species called American featherfoil (*Hottonia inflata*) located on the southwest edge of Lake Attitash, on the Indian Head Park & Wells Sites property, before July 13th. I was directed to contact the Select Board by the Merrimac Conservation Commission.

I reviewed the Town Property Use Policies and Procedures on the Select Board's website, and I am unsure if the permit application process would apply in this instance. Our surveys consist of 1-4 volunteer botanists (in this case 1) hiking to the location, using a handheld GPS unit to note location and geographic extent of the population, counting the number of plants and what percentage are flowering, noting habitat characteristics such as slope and sun exposure, and taking a few photos of the population with a personal phone. No vegetative or reproductive plant tissue will be sampled, no wheeled vehicles will be used off-road to reach the population, and no equipment will be left at the site. The survey will take one day at most. We do hold General Liability insurance of \$1,000,000 for our volunteers and we can provide a COI for the Town of Merrimac if requested.

We completely understand if we should still follow the standard property use permit application process, and will be happy to do so if required. Please let me know if you have any questions or would like any additional information, and I look forward to hearing from you soon.

Regards,
Fitz Dettmer
 Atkinson Conservation Intern
he/him/his



321 Commonwealth Road, Suite 204
 Wayland, MA 01778
 T: 508-877-7630 ext. 3206
www.NativePlantTrust.org

Attachment: Seeking Permission to Survey Plants at Lake Attitash (Property Use Permit Request-Lake Attitash Well Head)

From: [Jennifer Penney - Select Board \(X3080\)](#)
To: [Fitz Dettmer](#)
Subject: FW: Seeking Permission to Survey Plants at Lake Attitash
Date: Wednesday, July 10, 2024 3:47:00 PM

Hello Fitz,

I forwarded your property use request to Bob Sinibaldi. His response is below.

Best,

Jennifer Penney

Executive Assistant
 Notary Public
 Office of the Select Board
 Town of Merrimac
 4 School St.
 Merrimac, MA 01860
 P: 978-346-8862
 Hours: Monday 8-7; Tue.-Thur. 8-4

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

Notice:

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

From: Robert Sinibaldi - DPW (X3604) <dpwdir@townofmerrimac.com>
Sent: Wednesday, July 10, 2024 2:46 PM
To: Jennifer Penney - Select Board (X3080) <selectmen@townofmerrimac.com>
Subject: RE: Seeking Permission to Survey Plants at Lake Attitash

[This is what I just got back from Haley and Ward, Scott Miller](#)

Thank you for your interest in research at the East Main Street / Wallace Way site. The acquisition and control of this land is intended strictly for water supply purposes and protection. On this basis, we are not able to grant access for your group.

310 CMR 22.21: Groundwater Supply Protection

(3) Requirements for all New and Existing Groundwater Sources

(b) Zone I. All suppliers of water shall acquire ownership or control of sufficient land around wells, infiltration galleries, springs and similar sources of ground water used as sources for drinking water to protect the water from contamination. This requirement shall generally be deemed to have been met if all land within Zone I is under the ownership or control of the supplier of water. Current and future land uses within the Zone I shall be

Attachment: FW _ Seeking Permission to Survey Plants at Lake Attitash (Property Use Permit Request-Lake Attitash Well Head)

limited to those land uses directly related to the provision of the public water system or to other land uses which the public water system has demonstrated have no significant impact on water quality. The Department may require greater distances or permit lesser distances than the Zone I distances set forth at 310 CMR 22.02, if the Department deems such action necessary or sufficient to protect public health. No new underground storage tanks for petroleum products shall be located within Zone I.

Sincerely,

Robert Sinibaldi
Building Commissioner / Zoning Compliance Officer/DPW Director

State of Confidentiality:

This communication is intended only for the use of the individual or entity named as the addressee. It may contain information which is privileged and / or confidential under applicable law. If you are not the intended recipient or such recipient's employee or agent, you are hereby notified that any dissemination, copy or disclosure of this communication is strictly prohibited. If you received this communication in error, please notify me immediately at 978.346.0612 or via return e-mail to dpwdir@townofmerrimac.com and expunge this communication without making any copies. Thank you in advance for your cooperation.

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

Sent: Wednesday, July 10, 2024 11:57 AM

To: Robert Sinibaldi - DPW (X3604) <dpwdir@townofmerrimac.com>

Subject: FW: Seeking Permission to Survey Plants at Lake Attitash

This is an FYI-I reread and noticed the area mentioned.

Best,

Jennifer Penney

Executive Assistant
Notary Public
Office of the Select Board
Town of Merrimac
4 School St.
Merrimac, MA 01860
P: 978-346-8862
Hours: Monday 8-7; Tue.-Thur. 8-4

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

Attachment: FW _ Seeking Permission to Survey Plants at Lake Attitash (Property Use Permit Request-Lake Attitash Well Head)

Notice:

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

From: Fitz Dettmer <atkinson@nativeplanttrust.org>

Sent: Wednesday, July 10, 2024 11:25 AM

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

Subject: Re: Seeking Permission to Survey Plants at Lake Attitash

Hello Jennifer,

Thank you for getting back to me! It may take us a few days to update our COI; when does the permit need to be submitted for it to be reviewed at the meeting on the 22nd, and where should I submit it?

Thank you,

Fitz Dettmer

Atkinson Conservation Intern

he/him/his



321 Commonwealth Road, Suite 204

Wayland, MA 01778

T: 508-877-7630 ext. 3206

www.NativePlantTrust.org

On Wed, Jul 10, 2024 at 8:53 AM Jennifer Penney - Select Board (X3080)

<selectmen@townofmerrimac.com> wrote:

Good morning,

You should complete the property use form as much as it pertains to what you'd like to do and include the proposed date and COI. Once received it can be submitted for the 7/22/24 meeting agenda.

Best,

Jennifer Penney

Executive Assistant

Notary Public

Office of the Select Board

Town of Merrimac

4 School St.

Merrimac, MA 01860

P: 978-346-8862

Attachment: FW_ Seeking Permission to Survey Plants at Lake Attitash (Property Use Permit Request-Lake Attitash Well Head)

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

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

Notice:

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

From: Fitz Dettmer <atkinson@nativeplanttrust.org>

Sent: Tuesday, July 2, 2024 9:41 AM

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

Subject: Seeking Permission to Survey Plants at Lake Attitash

Hello,

My name is Fitz and I am writing on behalf of Native Plant Trust. We are a non-profit conservation organization that partners with the MA Natural Heritage Program to monitor populations of native plant species throughout Massachusetts. I am emailing you because we are interested in conducting a survey for a population of a native plant species called American featherfoil (*Hottonia inflata*) located on the southwest edge of Lake Attitash, on the Indian Head Park & Wells Sites property, before July 13th. I was directed to contact the Select Board by the Merrimac Conservation Commission.

I reviewed the Town Property Use Policies and Procedures on the Select Board's website, and I am unsure if the permit application process would apply in this instance. Our surveys consist of 1-4 volunteer botanists (in this case 1) hiking to the location, using a handheld GPS unit to note location and geographic extent of the population, counting the number of plants and what percentage are flowering, noting habitat characteristics such as slope and sun exposure, and taking a few photos of the population with a personal phone. No vegetative or reproductive plant tissue will be sampled, no wheeled vehicles will be used off-road to reach the population, and no equipment will be left at the site. The survey will take one day at most. We do hold General Liability insurance of \$1,000,000 for our volunteers and we can provide a COI for the Town of Merrimac if requested.

We completely understand if we should still follow the standard property use permit application process, and will be happy to do so if required. Please let me know if you have any questions or would like any additional information, and I look forward to hearing from you soon.

Regards,

Fitz Dettmer

Atkinson Conservation Intern

he/him/his

321 Commonwealth Road, Suite 204
Wayland, MA 01778

Attachment: FW_ Seeking Permission to Survey Plants at Lake Attitash (Property Use Permit Request-Lake Attitash Well Head)

T: 508-877-7630 ext. 3206
www.NativePlantTrust.org



Merrimac Select Board

2 School Street

Merrimac, MA 01860

Meeting: 07/22/24 07:00 PM

Department: Merrimac Select Board

Category: Grant

Prepared By: Jennifer Penney

Initiator: Jennifer Penney

Sponsors:

SCHEDULED

CORRESPONDENCE (ID # 8769)

DOC ID: 8769

Assistance to Firefighters Grant

COMMENTS - Current Meeting:

Gustison congratulates the fire dept. on the grant

From: [Larry Fisher](#)
To: [Jennifer Penney - Select Board \(X3080\)](#); [Carol McLeod - Finance \(X3040\)](#); [Kiersten Cray](#)
Subject: Fwd: Assistance to Firefighters Grant (AFG)
Date: Tuesday, July 16, 2024 3:33:27 PM

Good afternoon,
 Please see Representative Seth Moulton's congratulatory letter below.

Larry

Sent from my mobile office on iPhone

Begin forwarded message:

From: "Bovio, Kelly" <Kelly.Bovio@mail.house.gov>
Date: July 16, 2024 at 3:28:36 PM EDT
To: mmckay@georgetownma.gov, Larry Fisher <lfisher@merrimacfire.org>, nolanj@amesburyma.gov, rvalentine@grovelandma.com
Cc: "Arsenault, Tom" <Tom.Arsenault@mail.house.gov>
Subject: Assistance to Firefighters Grant (AFG)

Hi Chiefs,

Congratulations! FEMA just informed Seth that Georgetown FD is slated to receive \$614,728.99 in regional AFG funding for portable radios. Such great news for Georgetown, Amesbury, Merrimac, and Groveland!

As always, thanks for everything you and your firefighters do for the community. If we can ever be of assistance, please let us know.

Best,
 Kelly

--

Kelly Bovio

District Director and Legislative Advisor
 21 Front Street | Salem, MA 01970
 978-531-1669 (office) 978-221-8506 (cell)



Attachment: Assistance to Firefighters Grant (AFG) (Assistance to Firefighters Grant)



Agenda Item
Merrimac Select Board
07/22/24

Inquiry from Caleb Martineau About Sidewalk on Highland Rd

Subject:

Attachments:

Inquiry from Caleb Martineau about Sidewalk on Highland Rd

From: [Caleb Martineau](#)
To: [Jennifer Penney - Select Board \(X3080\)](#)
Subject: Sidewalk Vote
Date: Saturday, June 29, 2024 3:40:16 PM

Dear Mr. Beaulieu,

My name is Caleb Martineau. I'm a 6th grade student at the Donaghue school. I am writing to ask about who to talk to if I want to submit an essay and petition for why there should be a vote for a sidewalk on Highland Road. I have heard of your impressive act of being in the Merrimac Board of Selectmen at a young age and thought you could help. Thanks for your time.

Sincerely,

Caleb Martineau

Attachment: Inquiry from Caleb Martineau about Sidewalk on Highland Rd (Inquiry from Caleb Martineau About Sidewalk on Highland Rd)



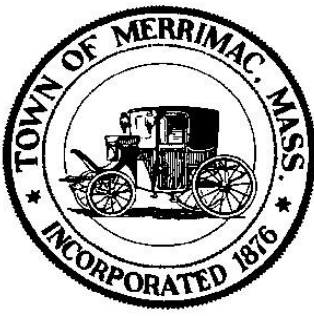
Agenda Item
Finance
07/22/24

Town Administrator's Report

Subject:

Attachments:

Town Administrator's Report 7/17/2024



MEMO

DATE: 7/17/2024

TO: Select Board
FROM: Carol McLeod
RE: Bi-Weekly Update

1. **Host Agreement** – I spoke with Town Counsel – at this time it is the responsibility of Bewell to initiate any changes they may need. They recommend we take no action at this time.
2. **Conservation Restriction for Hoyt Property** – Town Counsel reviewed information from Greenbelt regarding the Conservation Restriction for the Hoyt property. A vote of the Con Com and the Select Board is required. Greenbelt will supply the required information to Town Counsel once they receive notice of the Conservation Partnership Grant. Town Counsel will then prepare the votes for the Con Com and Select Board.
3. **Assistant Assessor Position** – Heather and I will be interviewing candidates next week and hope to have a candidate for your appointment at the next meeting.
4. **Year End Update** – All Year End Transfers and Reserve Fund Transfers are complete. All payroll deductions and rate changes are complete. All accruals have been reviewed and updated, employees' paystubs on 7/25 will reflect the reconciled amounts. The finance team will be reconciling May and June over the next month, then working on the tasks necessary to close the books, and have a better idea where we stand on the FY2025 budget.
5. **Special Articles for Special Town Meeting October 21st** – I am recommending that any Special Articles be due on September 5th.



Agenda Item

Assessors

07/22/24

MIMAP Contract FY2025

Subject:

MIMAP - This is an annual contract for our on line maps. We are required by MA DOR to keep our maps updated.



Merrimac Select Board

2 School Street
Merrimac, MA 01860

8.3

Meeting: 07/22/24 07:00 PM

Department: Town Clerk

Category: Recognition

Prepared By: Gwen Lay Sabbagh

Initiator: Gwen Lay Sabbagh

Sponsors:

ADOPTED

APPOINTMENT (ID # 8748)

DOC ID: 8748

Performance Review Kendra Blitz

To the Honorable Select Board, Please find the annual review for Kendra Blitz.

Sincerely,

Gwen Lay Sabbagh, Town Clerk

COMMENTS - Current Meeting:

Blitz has been asst. town clerk for 4 years. Important part of the clerk's office. She recommends the 1%.

RESULT: APPOINTED



Merrimac Select Board

2 School Street
Merrimac, MA 01860

SCHEDULED

Meeting: 07/22/24 07:00 PM

Department: Town Clerk

Category: Information

Prepared By: Gwen Lay Sabbagh

Initiator: Gwen Lay Sabbagh

Sponsors:

APPOINTMENT (ID # 8747)

DOC ID: 8747

Performance Review David Armstrong

To the Honorable Select Board, Please find the annual review for David Armstrong.

Sincerely,

Gwen Lay Sabbagh, Cemetery Trustee

COMMENTS - Current Meeting:

Armstrong takes great care of the cemetery. He goes above and beyond. Sinibaldi agrees he is a huge asset.



Agenda Item
Council on Aging
07/22/24

Resignation of Bridget Batcheller, COA Outreach Coordinator

Subject:

Please see the enclosed letter dated 07/11/24 from Bridget Batcheller, COA Outreach Coordinator, detailing her resignation from the COA effective 08/23/24 to pursue full time employment elsewhere.

Brienne Walsh will be in attendance to discuss how this will effect the COA and next steps.



Agenda Item
Merrimac Select Board
07/22/24

Performance Review Officer Adam White

Subject:

Attachments:

White - Outstanding Performance Letter - Amesbury 5.2.24 (002)

Officer Adam White - 2024 Performance Evaluation



Amesbury

Craig J. Bailey
Chief of Police

Lauren M. Blatchford
Deputy Chief of Police

Police Department
19 School St., Amesbury, MA 01913
Tel: 978-388-1217 Fax: 978-388-1220
www.amesburyma.gov
email: police@amesburyma.gov

Chief Eric Shears
Merrimac Police Department
16 E Main St.
Merrimac, MA 01860

May 2, 2024

RE: **OUTSTANDING PERFORMANCE OFFICERS WHITE AND REMON**

Dear Chief Shears,

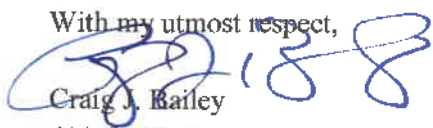
In the late evening of Tuesday April 23rd at approximately 2322 Amesbury Police received a disturbance call from 23 Perkins Street in our City. The shift was incredibly busy and was currently dealing with an arrestee, along with other calls, when the disturbance was reported. As a result, Sergeant Matthew Cunningham called for mutual aid from your police department. As the mutual aid call went out, two of our officers, Officer Peter Merrow and Abigail Pare were able to clear from the call they were on and respond to the disturbance on Perkins Street. Two of your officers, Officer Adam White and Brett Remon, continued to respond and I am incredibly appreciative they did.

As Officers Merrow and Pare arrived they were instantly met with an uncooperative, combative subject that refused to obey any of their verbal commands. It was later learned this same subject was under the influence and mentally impaired. The situation quickly turned volatile as our officers went hands on to control the irate subject. Bystanders were watching and the subject's girlfriend only made the situation worse by trying to impede the work of the officers. During this struggle the emergency alarms on both officers' portable radios were signaled which alerted everyone the situation has escalated.

As the struggle continued Officers White and Remon arrived on scene and immediately went to work assisting Merrow and Pare. All Officers on scene struggled to gain control of the subject but Officer White and Officer Remon's training quickly kicked in and they were able to gain control of the subject with the use of a Taser drive stun. Although every officer suffered minor injuries it is to the credit of Officer White and Officer Remon that further injuries were avoided.

As a fellow Chief and personal friend, I wanted you to know how well your officers performed and how grateful I was for you and your team's support. Without them the situation could have been much worse, and officers could have been seriously hurt. I have personally worked with members of your team and can attest to them being poised and incredibly professional. Officers White and Remon are great examples of this and uphold the high standards I know you expect from your department. Thank you Chief Shears for your continued support and partnership with APD, and thank you to Officers White and Remon for their outstanding performance of duty on April 23rd, 2024.

With my utmost respect,


Craig J. Bailey
Chief of Police

From: [Eric M. Shears](#)
To: [Jennifer Penney - Select Board \(X3080\)](#)
Subject: Officer Adam White - 2024 Performance Evaluation
Date: Wednesday, July 3, 2024 10:57:17 AM
Attachments: [White - Outstanding Performance Letter - Amesbury 5.2.24.pdf](#)
[White - Performance Evaluation - 2024.pdf](#)

Good afternoon,

I have attached (1) Performance Evaluation to this email for Officer Adam White. Our Evaluation Form differs from the Town's Form in both content and rating.

1. **Officer Adam White** was evaluated by Sgt. Ringuette on 04/15/2024. I reviewed the evaluation on 05/06/2024 and I agree with Sgt. Ringuette's assessment of Officer White in his first year. The employees overall rated performance of Officer White is listed as Exceeds Standards (Performance is consistently above adequate skills levels. Achieves performance goals and objectives often beyond expectations.

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

Officer White's full-time anniversary date is 7-1-2023. He has completed his first year of full-time employment and is no longer a probationary employee. His performance increase should be effective as of July 1, 2024, once it is approved by the Select Board.

For your review, I have also attached an Outstanding Performance Letter from the Amesbury Police Department that was dated 5/2/24 for your review.

Respectfully submitted,

E

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

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



Attachment: Officer Adam White - 2024 Performance Evaluation (Performance Review Officer Adam White)



Agenda Item
Merrimac Select Board
07/22/24

INVOICE MERRIMAC TOWN HALL PANS 6-3-24-Request Town Buildings Maintenance

Subject:

Request approval to use town buildings maintenance funds

Attachments:

INVOICE MERRIMAC TOWN HALL PANS 6-3-24-Request Town Buildings Maintenance



Standard Restoration LLC
PO Box 144
Boston, MA 02127

Invoice

Date	Invoice #
7/3/2024	3521

Bill To
Town of Merrimac Merrimac Town Hall 2 School Street Merrimac, MA 01860

Terms	Project
Due on receipt	Town Hall Repairs

Description	Amount
Fabricate and install new copper pans underneath the four louver areas on clock tower roof. Solder pans and set in cement to prevent water from backing up into building.	4,600.00
Thank you for your business.	Total \$4,600.00

Attachment: INVOICE MERRIMAC TOWN HALL PANS 6-3-24-Request Town Buildings Maintenance (INVOICE MERRIMAC TOWN HALL PANS 6-



Agenda Item
Merrimac Select Board
07/22/24

CHAPA Town Notice_2 Nancy Anne Lane Affordable Property

Subject:

Attachments:

CHAPA Town Notice_2 Nancy Anne Lane Affordable Property



July 3, 2024

Jennifer Penney
Executive Assistant
Town of Merrimac
Merrimac, MA 01860

Dear Jennifer:

This letter is sent to the Town of Merrimac on behalf of Beverly Simmons, the owner of an affordable property under Chapter 40B, to inform you of the owner's intent to sell the affordable home. The home is located at 2 Nancy Anne Lane, and is part of The Village at Merrimac, a Chapter 40B development where Citizens' Housing and Planning Association (CHAPA) serves as the Monitoring Agent.

Based on the affordable housing deed rider for 2 Nancy Anne Lane, CHAPA has determined the Maximum Resale Price for the above-referenced home is \$294,764. As the deed rider explains, CHAPA and the homeowner will have 90 days to locate an Eligible Purchaser for this home.

The 90-day marketing period will begin *approximately* July 8, 2024, and end on *approximately* on October 7, 2024. During this time, the Town can elect to purchase the home for the Maximum Resale Price. If an Eligible Purchaser buys the affordable home, a new deed restriction is signed, recorded and the home remains on Merrimac's subsidized housing inventory.

If an Eligible Purchaser fails to buy the home during the 90-day period (plus the option for a 60-day extension), the current owner of the property could sell the home on the open market for the fair market value. Any difference between the *affordable* price and the open market price would be turned over to the Town. The home would no longer be deed-restricted and therefore no longer counted on Merrimac's subsidized housing inventory.

However, CHAPA will make every effort to work with the current owner to instead sell to an Ineligible Purchaser subject to a new deed rider, preserving the affordable home in perpetuity.

We also welcome any assistance from the Town to locate a new Eligible Buyer for this affordable housing opportunity. Please feel free to contact **Carol Marine, Senior Program Manager**, at 617-690-8603 or cmarine@chapa.org, if you are interested in helping us market the property or have any questions.

Sincerely,

Ron McCormick
Program Manager
781/285-6081 / rmccormick@chapa.org



Agenda Item
Accounting
07/22/24

Municipal Local Cybersecurity Grant Program

Subject:

Honorable Select Board,

A couple of months ago, the Town of Merrimac applied for an IT grant.

On July 11, 2024, Merrimac was awarded \$24,933.46 to strengthen cybersecurity. The attached documents must be completed before funds can be released by the Commonwealth.

Your approval of the forms is hereby requested. Thank you.

Respectfully submitted,

Anne O. Jim

Town Accountant

Attachments:

SLCGP - Forms for Select Board Agenda 07-22-2024



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

MAURA T. HEALEY
GOVERNOR

KIMBERLEY DRISCOLL
LIEUTENANT GOVERNOR

July 11, 2024

Chris Manni
Town of Merrimac
Town Hall
2 School St
Merrimac, MA 01860

Dear Chairman Manni:

Congratulations! We are pleased to notify you that **Town of Merrimac** has been awarded **\$24,933.46** from the **Municipal Local Cybersecurity Grant Program (MLCGP)** offered by the Executive Office of Public Safety and Security's Office of Grants and Research (OGR).

Additional correspondence, including all the documents necessary to make this award official, are forthcoming. In the meantime, if you have any questions, please feel free to contact Sarah Cook, OGR Program Coordinator, at sarah.e.cook@mass.gov.

Once again, congratulations on this award and thank you for your commitment to public safety.

Sincerely,

Handwritten signature of Maura T. Healey in black ink.

GOVERNOR MAURA T. HEALEY

Handwritten signature of Kimberley Driscoll in black ink.

LT. GOVERNOR KIMBERLEY DRISCOLL

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



8.11.a

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

CONTRACTOR LEGAL NAME: Town of Merrimac (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Public Safety & Security MMARS Department Code: EPS	
Legal Address: (W-9, W-4): 2 School St, Merrimac, MA, 01860		Business Mailing Address: 35 Braintree Hill Office Park, Ste 302, Braintree, MA 02184	
Contract Manager: Anne Jim	Phone: (978) 346-7634	Billing Address (if different):	
E-Mail: ajim@townofmerrimac.com	Fax:	Contract Manager: Denise Brown	Phone: 781-535-0069
Contractor Vendor Code: VC		E-Mail: Denise.M.Brown@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD 001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): 2023SLCGPMERRIMACMAS	
		RFR/Procurement or Other ID Number: BD-24-1044-EPS11-1044O-98322	
☒ NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☒ Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form, scope, budget) ☐ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		☐ CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____, (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) ☐ Amendment to Date, Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): ☒ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services ☐ Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. ☐ Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <u>new total</u> if Contract is being amended). \$ <u>24,933.46</u> .			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: ☒ agree to standard 45 day cycle ☐ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); ☐ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications FFY2023 SLCGP - Assist local communities in strengthening cybersecurity while reducing systemic cyber risk. CFDA# 97.137 Appropriation - 8000-4727 / Program Code - FSCGPRUR23			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ☒ 1. may be incurred as of the Effective Date (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. ☐ 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. ☐ 3. were incurred as of _____, 20____, a date <u>PRIOR</u> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>6/30, 2025</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: _____ Print Title: _____		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Kevin Stanton</u> Print Title: <u>Executive Director</u>	

Attachment: SLCGP - Forms for Select Board Agenda 07-22-2024 (Municipal Local Cybersecurity Grant Program)



Commonwealth of Massachusetts

CONTRACTOR AUTHORIZED SIGNATORY LISTING

This form is jointly issued and published by the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default form for all Commonwealth Departments when another form is not prescribed by regulation or policy.

Signature for Corporation (C or S), Partnership, Trust/Estate, Limited Liability Company (must match Form W-9 tax classification)

Contractor Legal Name

Contractor Vendor/Customer Code

(if available, not the Taxpayer Identification Number or Social Security Number)

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

There are three types of electronic signatures that will be accepted on this form: **1) Traditional "wet signature" (ink on paper); 2) Electronic signature that is either: a. hand drawn using a mouse or finger if working from a touch screen device; or b. An upload picture of the signatory's hand drawn signature; 3) Electronic signature affixed using a digital tool such as Adobe Sign or DocuSign.** Typed text of a name not generated by a digital tool, computer generated cursive, or an electronic symbol are not acceptable forms of electronic signature.

Authorized Signatory Name	Signature (Signature as it will appear on contract or other documents)	Title	Phone Number	Email Address

Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.

I certify that I am a responsible authorized officer of the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to execute contracts with the Commonwealth or whenever new signatories are designated.

Department/Organization Name _____
(Print or Type)

Office of Grants and Research (OGR)
Executive Office of Public Safety and Security
General Subrecipient Grant Conditions

Information for Authorized Signatories

The office of Grants and Research (OGR) accepts signatures from authorized signatories on the following forms:

- Standard Contract Form including contract amendments
- Electronic Fund Transfer (EFT) Authorization Form
- Form W-9
- The Massachusetts Substitute Form W-9
- Interdepartmental Service Agreements including amendments
- Office of Grants and Research General Subgrant Conditions

Acceptable Forms of Signature

OGR will accept signatures executed by an authorized signatory in any of the following formats:

1. A traditional “wet signature” (ink on paper).
2. An Electronic signature that is either:
 - a. Hand drawn using a mouse or finger if working from a touch screen device
 - b. An uploaded picture of the signatory’s hand drawn signature
3. Electronic signatures affixed using a digital tool such as Adobe Sign or DocuSign. If using an electronic signature, the signature must be visible, include the signatory’s name and title, and must be accompanied by a signature date.

NOTE: *If using an electronic signature, the signatory’s name and title and date of signing must accompany the signature in plain sight. Typed text in a cursive font not generated by a digital tool (Adobe Sign, DocuSign, etc.) **will not be accepted.***

Instructions for Authorized Signatories

1. Read and initial all pages where indicated
2. Sign and date as applicable, where indicated
3. **See Addendum 5** for special conditions associated with the specific federal grant-stream that is the source of the award and Initial where indicated.

4. If the source of the award is **NOT** federal funds or there are no special conditions, Addendum 5 will indicate N/A and should be initialed nonetheless.
5. Return the fully executed General Subrecipient Grant Conditions with the fully executed Commonwealth of Massachusetts Standard Contract Form or Interdepartmental Service Agreement.

Note: Your signature on the Standard Contract or Interdepartmental Service Agreement indicates you have read and agree to comply with all conditions, certifications, and obligations therein. Failure to comply with any conditions may result in termination of the contract or other consequences.

Additional Instructions for Law Enforcement Subrecipients

Read and sign **Addendum 1: Additional OGR Conditions for Law Enforcement Agencies**

Additional Information for Research Subrecipients

Read, complete, and sign **Addendum 2: For Research Grants Only (Human Subjects Protection)**.

Subrecipients of Federal Grant Funds

- Subrecipients receiving federal grant funds administered by OGR, must comply with **three sets of general grant conditions**: (1) federal conditions; (2) state conditions; and (3) OGR conditions. These three sets of general grant conditions are addressed in this primary document.

Federal Conditions

Federal conditions are based on laws passed by Congress, regulations issued by the federal department making the funds available and published in the Code of Federal Regulations (CFR), and financial guidance also created by the federal department making the funds available. Additionally, in most cases, there are requirements and conditions associated with specific federal grant-streams, which are not conditions of receipt of federal funds generally.

Note: See Addendum 5 for specific conditions associated with a specific federal grant-stream.

State Conditions

State conditions are established in laws passed by the Massachusetts Legislature and orders and rules established by the governor. They are referenced in the Standard Contract Form itself and, in the pages attached to it.

OGR Conditions

OGR conditions outline the further administrative requirements for each grant award established by the Executive Office of Public Safety and Security (EOPSS) and Office of Grants and Research (OGR).

Subrecipients of State Grant Funds

- When receiving a grant award from state funds administered by OGR, subrecipients must comply with **two sets of general grant conditions**: (1) state conditions and (2) OGR conditions as described in the section above.
- State conditions are established in laws passed by the Massachusetts Legislature and in orders and rules established by the Governor. They are referenced in the Standard Contract Form itself and, in the pages, attached to it.
- OGR conditions outline the further administrative requirements for each grant award established by the EOPSS and OGR. They are included in this document.

Federal Grant Fund Conditions

The basic federal grant conditions below apply to all federal grants, regardless of the federal department making the funds available.

- **Audit Requirements of Federal Funds**
 - 2 CFR 200 Subpart F Audit Requirements apply to each non-profit organization, institution of higher education, and local governments as a whole when they or one of their departments receives federal funds. Any non-profit organization, institution of higher education, or local government spending more than \$750,000 in federal funds *from all sources* within 12 months must have an audit performed on the use of the funds. OGR defines the 12 months as July 1 to June 30. The above webpage provides the full text of this basic federal grant requirement:
- **Unique Entity Identifier (UEI) and System for Award Management (SAM)**
 - All subrecipients of federal funds must have a 12-character alphanumeric UEI ID. For more information: Visit [SAM.gov](https://sam.gov) | Home
 - All subrecipients of federal funds must maintain annual registration in the SAM database: [SAM.gov](https://sam.gov) | Home
- **Transparency Act Reporting for Federal Funds**
 - The Federal Funding Accountability and Transparency Act (FFATA) requires EOPSS to report on a federal website specific award and subrecipient identifying information for each award greater than \$30,000 OGR makes with federal funds it received after October 1, 2010. Prior to receiving funds, certain affected subrecipients must report certain information to OGR so that EOPSS may fulfill its FFATA reporting requirements. Data reported by EOPSS may be viewed at www.USASpending.gov.
- **Cost Principles for Federal Grants to non-federal entities, including State and Local Governments, Non-Profit Organizations, and Institutions of Higher Education**

- 2 CFR Part 200 Subpart E – Cost Principles. These regulations list and define general categories of costs that are both allowable and unallowable. Examples are included below.
 - The cost of alcoholic beverages is unallowable.
 - Costs incurred by advisory councils are allowable.
 - Audit costs are allowable.
 - Compensation costs are allowable so long as they are consistent with that paid for similar work in other activities of the local government.
 - Entertainment costs are unallowable.
 - Equipment costs are allowable with the prior approval of OGR. Equipment having a useful life of **more than one year** or a current per-unit fair market value of **\$5,000 or more must be tracked**. When replacing equipment purchased with federal funds, the equipment to be replaced may be used as a trade-in or can be sold with the proceeds used to offset the cost of the replacement equipment. In addition, during the period of the contract with OGR, insurance on the equipment is allowable. Information required to be captured and recorded appears in **Addendum 4**.
 - Travel costs are allowable if pre-approved by OGR and if they are consistent with costs normally allowed in like circumstances for non-federally funded activities.
 - If a subrecipient uses grant funds to pay its employees, the subrecipient must maintain timesheets for work performed with the grant funds. Timesheets must show the hours worked and must be signed by the employee paid with the grant funds.

2 CFR 200.214 Suspension and Debarment

Non-Federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. The regulations in 2 CFR part 180 restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

- **The 2 CFR Part 200 Appendices and links referenced below also apply to State and Local Governments, Non-Profit Organizations, and Institutions of Higher Education (IHEs):**
 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
 - Appendix III to Part 200—Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs)
 - Appendix IV to Part 200—Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations
 - Appendix V to Part 200—State/Local Government wide Central Service Cost Allocation Plans

- Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals
- Appendix VIII to Part 200—Nonprofit Organizations Exempted from Subpart E—Cost Principles of Part 200

- **Nondiscrimination Requirements**

- If you receive federal funds, you must comply with and require subcontractors, if any, to comply with all applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Equal Treatment for Faith-Based Organizations).
- Per Title VI of the Civil Rights Act of 1964 and the Omnibus Crime Control and Safe Streets Act of 1968, you must take reasonable steps to provide meaningful access for persons with limited English proficiency.
- In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, you must forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs and to OGR.
- In accordance with federal civil rights laws, you shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

- **Human Subjects Protection**

For Research Subrecipients only. See Addendum 2.

Additional Federal Department-Specific Grant Conditions

While the conditions above applies to all Federal grants, each Federal department can impose additional conditions associated with specific grants.

U.S. Department of Justice Funds

The U.S. Department of Justice (DOJ) offers a Financial Guide that presents grant requirements as defined by this federal agency. All subrecipients of these funds must adhere to these requirements.

- DOJ Financial Guide: <http://www.ojp.usdoj.gov/financialguide/index.htm>.

Pay particular attention to the sections on (1) matching or cost-sharing, (2) allowable costs, (3) unallowable costs, (4) procurement under awards of federal assistance, (5) costs requiring prior approval, (6) equipment, and (7) retention and access requirements for records.

- If you receive DOJ grant funds, you may be required to comply with the regulatory requirement to develop, maintain on file, and submit for review to the Office for Civil Rights, Office of Justice Programs and to OGR an Equal Employment Opportunity Plan (EEOP). DOJ's instructions on complying with the EEOP requirement:
http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm

U.S. Department of Transportation Funds

The National Highway Traffic Safety Administration (NHTSA) of the U.S. Department of Transportation offers documents that present requirements for the use of the funds and outline the purpose of each category of grants provided. Programmatic and financial guide documents from NHTSA can be found in the Resources Guide page here:

<https://www.nhtsa.gov/highway-safety-grants-program/resources-guide#13676>

U.S. Department of Homeland Security Funds

The U.S. Department of Homeland Security adheres to 2 CFR Part 200 grant requirements. If you receive these funds, you must adhere to these requirements.

The link to the Code of Federal Regulations: [2 CFR Part 200](#)

Additional grant information may be found in the DHS/FEMA Preparedness Grants Manual:
<https://www.fema.gov/grants/preparedness/manual>

Because of the importance of equipment purchases for the program, specific information and guidance on allowable equipment purchases may be found at:

<https://www.fema.gov/grants/guidance-tools/authorized-equipment-list>.

State (MA) Grant Fund Conditions

For cities, towns, other public entities, non-profit organizations receiving state grant funds, the primary state conditions are included in the Contractor Certifications and Legal References document attached as Addendum 3 (which is excerpted from the Instructions for the Standard Contract Form).

Please pay attention to the specific certifications, legal references, and links in Addendum 3.

The Authorized Signatory's signature on the Standard Contract indicates that all materials have been read and the Signatory is agreeing to comply with all certifications and obligations.

Office of Grants and Research Conditions

In addition to the federal and state general grant conditions outlined above, EOPSS and OGR have certain grant conditions that are essential to the administration of grant awards. Whether subrecipients are receiving funds from a federal or state grant, they must adhere to these conditions. Federal and State Conditions must be adhered to by subrecipients of federal grant funds.

- **Drug-Free Workplace Certification**

The Drug-Free Workplace Act of 1988 (41 USC 702) requires all recipients of federal grants to provide an annual certification that the grant recipient will take certain steps to ensure a drug-free workplace.

- **Time Extensions of Contracts**

- While uncommon, time extensions may be granted at the option of OGR. They are not encouraged or guaranteed.
- If a subrecipient needs additional time to complete the scope of work for the grant award, OGR may approve a **time-only** extension as long as the contract with the revised end date is executed by both the subrecipient and OGR before the end date of the current contract.
- **No time extension** will be permitted if the amended contract form is executed after the current contract end date.
- Requests for time extensions must be made **at least 30 days** before the end date of the current contract.

- **Remaining Balances**

Any amount of an award remaining at the expiration of a contract or Interdepartmental Service Agreement will be reverted to OGR.

- **Interdepartmental Service Agreement Spending**

Interdepartmental Service Agreement (ISA) spending must adhere to the dates specified in the ISA and follow the policy in the ISA as dictated by the Office of the Comptroller (CTR).

- **(New) ISA Terms and Conditions (See attached)**

- **Link** ([1779234\(powerdms.com\)](https://powerdms.com)).

- **(New) ISA- Anticipated Start Date.** The Buyer/Parent and Seller/Child Departments must certify when obligation under this ISA or Amendment may be incurred.

Pursuant to 815 CMR 6.03(2), the effective date of an ISA shall be the latest of the following:

- The date the ISA was executed by an authorized signatory of the Buyer Department.
 - The date the ISA was executed by an authorized signatory of the Seller Department; or
 - A later date as specified in the ISA
- All goods must be received, and all services must be rendered by the end date of the ISA or contract. Receipt of goods and services occurring after the specified ISA end

date may result in denial of those costs. The Seller (*child department*) will be responsible for covering those costs with an account other than that funding the ISA.

- **Accounts Payable Period**

Each Interdepartmental Service Agreement has a defined accounts payable period. **ALL** payments must be completed and disbursed by the end date of the specified accounts payable period within the ISA.

NOTE: Subrecipients Child department may not ask the Office of the Comptroller to extend an end date of the program code associated with the ISA without prior agreement by OGR. Should this occur, OGR will deny costs against the ISA. If the costs have already been accepted in MMARS, OGR will ask the "child" department to execute an expenditure correction transaction in MMARS to move those costs to another account belonging to the department.

- **Spending**

An ISA that crosses a state fiscal year ending (June 30) into the next fiscal year, must observe the Commonwealth's policies on payment corrections or overpayments. That is, any unallowable charges must be corrected with an Expenditure Correction (EX) transaction before August 31.

All unallowable expenditures including payroll cost must be corrected by the date specified in the Fiscal Year Close/Open guidance issued each year by the Office of the State Comptroller. Any overpayments must be corrected with an Expenditure Refund transaction before August 31.

- **Reporting**

OGR requires all financial reports to be submitted along with a Warehouse Query and Labor Cost Management Query (for ISAs only) detailing the expenditures made for that period by the child department. Documentation to support the match is also required if a non-federal match is required.

All spending outside of the approved cost categories requires a budget modification.

At OGR's discretion, reimbursement will be held until reporting requirements are met.

- **Requests for reimbursement and Financial Reports**

All request for reimbursements and financial reports **MUST** be received by OGR fifteen (15) days after the end of the reporting period.

Those received after the required time frame may result in non-payment at the option of OGR. Should this occur, OGR will notify the subrecipient of the non-payment for this reason.

Reimbursement under a subsequent contract may also be withheld pending resolution of any outstanding documentation or other requirements not fulfilled to the satisfaction of OGR. Furthermore, OGR may withhold execution of any subsequent contract.

If the request for reimbursement is returned because of incomplete documentation, the request and documentation must be resubmitted within the timeframe dictated by OGR.

- **Programmatic and Financial Reports** must be received in accordance with the requirements of the specific award. At the option of OGR, reimbursement will be held until all reporting requirements are met.
- **Allowable grant-related travel costs** will be paid at the lesser rate of \$.62 per mile or the subrecipient's normal reimbursement rate. This rate is subject to change. Tolls and parking for grant-related local travel may also be paid. Receipts are required.
- **Indirect cost rates will not** be reimbursed based on a percentage rate without documentation of the rate having been approved by a federal agency. When a percentage rate has not been approved by a federal agency, a subrecipient may request of OGR allowable direct costs that will be incurred and can be specifically allocated to the project being funded.

Note: 2 CFR 200.414(F), "any non-Federal entity that does not have a current negotiated (including provisional) rate, except for those non-Federal entities described in appendix VII, paragraph D.1.b, may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely."

Costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time.

- **Procurement practices** of subrecipient agencies must be followed. The subrecipient should ensure that its procurement practices conform to any specific federal guidelines found in the references in the federal conditions section above. Where there is a difference between the practices of the subrecipient agency/organization and a federal guideline, the more restrictive procedure applies.
- **Timesheets** must be maintained by subrecipients for work performed by its employee(s) paid for with grant funds. Timesheets must show the hours worked and paid for with grant funds and must be signed by the employee(s).

COMINGLING OF GRANT FUNDS IS STRICTLY PROHIBITED

- **Submission of "Federal OMB Circular 2 CFR 200 Audit Form (formerly OMB Circular A-133)"** is required for subrecipients that expend more than \$750,000 in federal funds from all sources during their fiscal year.
- Subrecipients will submit the form to OGR at the end of the fiscal year after the completion of a single or program-specific audit of their federal funds. Subrecipients must indicate if they were required to have an audit and if so, to identify any findings related to the federal funds awarded by OGR.

- **Site visits and other monitoring** of subrecipients will be conducted by OGR periodically. All records, papers, and other documents of any kind related to the funded activity **must be made available** promptly upon request for inspection and copying to any person authorized by OGR.
- **Grant-related documents** for federal awards must be retained for a period of six years from the close of the contract. Grant related documents funded with state funding must be retained for six years after the close of the contract.
- **Evaluations** of a subrecipient's funded program by an outside evaluator during or at the conclusion of the project period, should be reported to OGR in writing and a copy of the evaluation should be provided.
- **Reporting alleged fraud, waste, or abuse** to the Office of the State Auditor or Inspector General and/or to an applicable federal agency is the responsibility of the subrecipient. This includes any alleged violations, serious irregularities, sensitive issues or overt or covert acts involving the use of public funds in a manner not consistent with federal statutes, related laws, regulations, appropriate guidelines, or purposes of the grant.
- **Award sub-recipients must accept their award** no later than 30 days from the award date. Failure to accept a grant award within the 30-day timeframe may result in a loss of funds.
- **Use of funds should begin** within 90 days of the start of the contract, and if they are not, the subrecipient must report to OGR the steps taken to initiate the grant activities, the reasons for the delay, and the expected start of the use of the funds.
- If meaningful implementation steps have not begun after 90 days of the grant start date, OGR reserves the right to cancel the contract.
- **Subcontractors** implementing activities with grant funds must adhere to the grant provisions in this document and should be approved by OGR prior to subrecipients executing subcontracts.

Instructional materials created or produced with grant funds will be "work made for hire," as defined in United States copyright law, and EOPSS/OGR shall be considered the author.

EOPSS/OGR shall be the sole owner of all rights pertaining to these materials, including copyrights and all rights to use, reproduce, or publish the materials, and subrecipients may not use, reproduce, or distribute such materials without prior written the approval of OGR. If a project results in the production of **other original books, manuals, or copyrightable material**, unless otherwise provided in the contract documents, EOPSS/OGR reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, translate or otherwise use, and authorize others to publish and use, such material. If paid with federal funds, the grant number must appear on the materials. Any materials produced as a result

of a grant award from this agency should name the grant program, award number, and state "Funding provided by EOPSS Office of Grants and Research". Please contact your OGR point of contact if you need assistance with this disclosure.

- **Audiovisual or written materials** developed as part of the grant may be required to incorporate specific language or disclaimers (e.g., regarding the federal source of funding) and in some instances pre-approval from the federal funding agency as instructed by the OGR grant manager.

Initials: _____

OVERTIME POLICY FOR SUBRECIPIENTS RECEIVING FEDERAL FUNDS

This policy applies to all subrecipients and contractors that receive a Federal grant award from the Executive Office of Public Safety and Security's Office of Grants and Research (OGR) and are requesting to use grant funds for overtime costs.

Overtime hours being charged against a federal grant award provided by OGR may only seek reimbursement for **actual hours worked** regardless of department policy or union contract rules. For example, an officer working one hour of overtime on a federally funded project awarded by OGR is **prohibited** from **charging the grant award for 4 hours of overtime** due to a union contract. A department that must allow for this, will need to cover the remaining 3 hours of overtime from their own state or local budget. **Departments found violating this policy will be subject to immediate termination of a grant award and must return all misspent funds back to OGR.**

Definitions

For this policy, the definitions for the key terms referenced within are listed below:

- *Overtime*- Expenses limited to the additional costs that result from state and local first responders such as sworn law enforcement personnel working over and above their weekly full-time/part-time schedule as a direct result of their performance of approved activities related to the project receiving federal funding.
- *Backfill related Overtime*- Expenses limited to overtime costs that result from personnel who are working overtime (as identified above) to perform the duties of other personnel who are temporarily assigned to an approved grant activity outside of their core responsibilities.
- *Subrecipient*- An entity receiving a grant award from OGR.
- *First Responder*- State or local law enforcement, fire services, emergency medical services, emergency management, health care, hazardous materials, public safety communications, public health, public works, and government administrative type employees. *Note, each federal award has different criteria as to the type of individual allowed to be reimbursed for overtime costs. Please reference your specific grant application or OGR point of contact to determine qualifying personnel for overtime.*

State and local first responders that are eligible through their department for backfill and/or overtime (and preapproved by OGR) may be reimbursed for backfill and/or overtime **related to grant-funded activities ONLY.**

By signing below, I am acknowledging that I have read and understand the federal rules associated with the use of grant funding for Overtime Costs.

 Signature of Authorized Signatory

 Date

 Printed Name

 Title

Addendum 1: Additional OGR Conditions for Law Enforcement Agencies

Law enforcement agencies are subject to mandatory reporting requirements of various information, including but not limited to the reporting requirements listed below. EOPSS and OGR may withhold reimbursements, cancel a contract, or withhold execution of any future grants for law enforcement agencies that do not comply with reporting requirements.

- Crime Data Reporting.** Law enforcement organizations must submit timely and satisfactory monthly Uniform Crime Reporting (UCR) or National Incident Based Reporting System (NIBRS) reports to the Commonwealth's Crime Reporting Unit at the Commonwealth Fusion Center. If your organization has hardware and software that support the creation of NIBRS data, crime data must be submitted to the Crime Reporting Unit in that format.
- Motor Vehicle Accident Reporting.** Police departments are required to report to the Registry of Motor Vehicles, within 15 days, accidents in which death, injury, or property damage in excess of \$1,000 occurs (M.G.L. c. 90, § 29). The crash reports can be delivered to the Registry of Motor Vehicles (RMV) main office through post office mail or through electronic submission. You may contact the RMV headquarters for any additional information.
- Juvenile Lockup Data.** Law enforcement agencies that maintain a juvenile lockup must submit monthly juvenile lockup data to the Department of Criminal Justice Information Services via CJIS/LEAPS. Contact OGR's Juvenile Justice Program Coordinator for additional information.
- Fingerprint Cards.** Law enforcement agencies must regularly submit fingerprint cards for all felony arrests to the Identification Section at the Massachusetts State Police Crime Lab as required by state law (M.G.L. c. 263, § 1A; G.L. c. 94C, § 45).
- Toxicology Kits.** All toxicology kits associated with either reported or unreported sexual assault evidence collection kits (SAECK) must be submitted to the State Police Crime Lab.
- Reporting of a firearm, rifle or shotgun, large capacity weapon, machine gun or assault weapon used to carry out a criminal act.** Law enforcement must comply with M.G.L. chapter 140 Section 131Q and ensure a firearm, rifle or shotgun, large capacity weapon, machine gun or assault weapon used to carry out a criminal act is traced by the licensing authority for the city or town in which the crime took place. The licensing authority then must report readily available statistical data to the commonwealth fusion center. The data shall include, but not be limited to: (i) the make, model, serial number and caliber of the weapon used; (ii) the type of crime committed; (iii) whether an arrest or conviction was made; (iv) whether fingerprint evidence was found on the firearm; (v) whether ballistic evidence was retrieved from the crime scene; (vi) whether the criminal use of the firearm was related to known gang activity; (vii) whether the weapon was obtained illegally; (viii) whether the weapon was lost or stolen; and (ix) whether the person using the weapon was otherwise a prohibited person.
- || N/A

 Signature of Authorized Signatory

 Date

Printed Name

Title

Addendum 2: For Research Grants Only

Human Subjects Protection

Research subrecipients must check one of the statements below.

- ☐ **a. The research activities covered under this Contract/ISA *do not* involve human subjects.**
- ☐ **b. The research activities covered under this Contract/ISA *do* involves human subjects.**
- ☐ **c. N/A**

If the research activities involve human subjects (option b), then the subrecipient agrees to certify compliance with 28 C.F.R. Part 46 regulations by completing, "Protection of Human Subjects, IRB Certification, Declaration of Exemption (Common Rule)." This form is available at the National Institute of Justice webpage at <https://nij.ojp.gov/funding/human-subjects-protection>.

The regulation for The Protection of Human Subjects 28 C.F.R Part 46 section 46.101(b) (1-6) defines categories of research involving human subjects that are exempt from its provisions. Details on exemptions can be found at the same National Institute of Justice webpage listed above.

Sign and submit this form (only if your award is funding research).

Signature of Authorized Signatory

Date

Printed Name

Title

Addendum 3: Excerpts from Commonwealth's Standard Contract

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES- CTR Updated 8/6/2021

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein.

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies that it is qualified and shall at all times remain qualified to perform this Contract, and that performance shall be timely and meet or exceed industry standards for the performance required, which includes obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability, and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Laws and Regulations Prohibiting Discrimination and Human Trafficking. Contractors acknowledge and certify as a condition of this Contract that they are responsible for complying fully with all state and federal laws prohibiting discrimination, human trafficking, and forced labor, including but not limited to M.G.L. c. 265 §§ 49-57.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud, or unfair trade practices with any other person, and that any actions to avoid or frustrate fair and open competition are prohibited by law and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access. The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and M.G.L. c. 11, §12 for six (6) years beginning on the first day after the final payment under this Contract or such longer period as necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor cannot claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse, or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 CMR 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including Executive Order 147; M.G.L. c. 29, § 29E; M.G.L. c. 30, § 39R; M.G.L. c. 149 §§ 27C, 44C and 148B; and M.G.L. c. 152, § 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including, but not limited to, the Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under M.G.L. c. 66A; and the Massachusetts Constitution Article XVIII, if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any

fiscal year must be submitted no later than August 15 for performance made and received (goods delivered, services completed) prior to June 30, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15 or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of an estimated payment releases the Commonwealth from further claims for these invoices.

If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty of up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to M.G.L. c. 29 §§ 26, 27 and 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by M.G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to M.G.L. c. 7A, § 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury: (1) tax compliance with federal tax laws; (2) tax compliance with state tax laws including, but not limited to, M.G.L. c. 62C, § 49A, reporting of employees and contractors, withholding and remitting of tax withholdings and child support; and (3) Contractor is in good standing with respect to all state taxes and returns due, reporting of employees and contractors under M.G.L. c. 62E, withholding and remitting child support including M.G.L. c. 119A, § 12, TIR 05-11, New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy or receivership within the last three calendar years which would negatively impact Contractor's ability to fulfill the terms of this Contract or Amendment. Contractor certifies that it will immediately notify the Department, in writing, of any filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Commonwealth reserves the right to request additional information regarding the financial viability of the Contractor and its ability to perform. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC § 1352; other federal requirements; Federal Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Commonwealth Data, Personal Data, and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under M.G.L. c. 93H and c. 66A and other applicable state and federal privacy requirements. The Contractor shall comply with M.G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information. The Contractor shall also ensure that any personal data or information transmitted electronically or through a portable device is properly encrypted using (at a minimum) the Commonwealth's "Cryptographic Management Standard" set forth in the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (EOTSS), or a comparable Standard prescribed by the Department. Contractors with access to credit card or banking information of Commonwealth customers certify that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards, and shall provide confirmation of compliance during the Contract. The Contractor shall immediately notify the Department in the event of any security breach, including the unauthorized access, disbursement, use or disposal of personal data or information and, in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including, but not limited to, damages under M.G.L. c. 214, § 3B.

For all Contracts involving the Contractor's access to personal information, as defined in M.G.L. c. 93H, and personal data, as defined in M.G.L. c. 66A, or access to Department systems containing such information or data, Contractor certifies under the pains and penalties of

perjury that the Contractor: (1) has read M.G.L. c. 93J and c. 66A and agrees to protect any and all personal information and personal data; and (2) has reviewed all of the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (EOTSS), or stricter standards prescribed by the Department. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all Departments, including all offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with any pertinent security guidelines, standards, and policies; (2) comply with the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (EOTSS), or a comparable set of policies and standards ("Information Security Policy") as prescribed by the Department; (3) communicate and enforce such security guidelines, standards, policies and the applicable Information Security Policy among all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information and data to which the Contractor is given access by the contracting Department from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information or personal data (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting Department if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting Department to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting Department and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including, without limitation, indemnification, withholding of payments, Contract suspension, or termination, pursuant to the Commonwealth's Terms and Conditions, the Commonwealth IT Terms and Conditions, or the Commonwealth Terms and Conditions for Human and Social Services. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including, and without limitation, those imposed pursuant to M.G.L. c. 93H and under M.G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

Corporate and Business Filings and Reports. The Contractor certifies compliance with all certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments related to its conduct of business in the Commonwealth, and with relevant requirements of its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws and regulations, including but not limited to prevailing wage laws at M.G.L. c. 149, §§ 26-27D (public construction work); M.G.L. c. 149, § 27F (use of trucks, vehicles and other equipment to perform public works functions); M.G.L. c. 149, § 27G (moving office furniture and fixtures); M.G.L. c. 149, § 27H (cleaning state office buildings or buildings leased by the state); M.G.L. c. 6C, § 44 (MassDOT relocation of utilities or utility facility); M.G.L. c. 7, § 22 (contracts for meat products and clothing and apparel); M.G.L. c. 71, § 7A (transportation of students to public schools); Chapter 195 of the Acts of 2014 (MA Convention Center Authority security guard services); minimum wage and overtime law and regulations (M.G.L. c. 151 and 454 CMR 27.00); child labor laws (M.G.L. c. 149, §§ 56-105); all payment of wages, payroll and timekeeping records, earned sick time, meal breaks, domestic violence leave, temporary worker rights, domestic worker rights and anti-retaliation laws at M.G.L. c. 149 (Labor and Industries); M.G.L. c. 151A (unemployment insurance and contributions); M.G.L. c. 152 (workers compensation and insurance); M.G.L. c. 150A (Labor Relations); M.G.L. c. 153 (liability for injuries); 29 U.S.C. c. 8 (Federal Fair Labor Standards); 29 U.S.C. c. 28 (Federal Family and Medical Leave Act); M.G.L. c. 6, § 171A (applicant criminal record information); M.G.L. c. 149, § 105A (MA Equal Pay Act); and M.G.L. c. 175M (Paid Family Medical Leave Act).

Federal And State Laws And Regulations Prohibiting Discrimination. Contractors certify compliance with applicable state and federal anti-discrimination laws, including but not limited to the Federal Equal Employment (EEO) Laws; the Americans with Disabilities Act; 42 U.S.C § 12101, et seq., the Rehabilitation Act, 29 U.S.C. § 794; 29 U.S.C. § 701; 29 U.S.C. § 623; 42 U.S.C. c. 45; (Federal Fair Housing Act); M.G.L. c. 151B (Unlawful Discrimination); M.G.L. c. 151E (Business Discrimination); the Public Accommodations Law M.G.L. c. 272, § 92A; M.G.L. c. 272, §§ 98 and 98A, Massachusetts Constitution Article CXIV and M.G.L. c. 93, § 103; 47 USC § 255 (Telecommunication Act); M.G.L. c. 149, § 105D; M.G.L. c. 151C; M.G.L. c. 272, §§ 92A, 98 and 98A, and M.G.L. c. 111, § 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP COMMBUYS subscription process at: www.commbuys.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability. Contracts may not use the following limitation of liability language unless approved by legal staff at the Office of the Comptroller (CTR) or Operational Services Division (OSD), and it may not be used if a Department is utilizing the Commonwealth IT Terms and Conditions. The term "other damages" in Section 11 of the Commonwealth Terms and Conditions, "Indemnification," shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third-party claims, provided, that this in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 or the Commonwealth's ability to join the contractor as a third-party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for

the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the Contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to M.G.L. c. 7, § 22C, for state agencies, state authorities, the state House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland or if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief, and certifies that it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to M.G.L. c. 30, § 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

Initials: _____

EXECUTIVE ORDERS CTR Updated 8/6/2021

For covered Executive Departments, the Contractor certifies compliance with applicable Massachusetts Executive Orders including, but not limited to, the specific orders listed below. A breach during the period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, they shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by M.G.L. c. 151E, § 2. If there is a breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth may rescind this Contract. As used herein, an affiliated company shall be a business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors. Contractor certifies compliance with both the conflict of interest law, including M.G.L. c. 268A, § 5(f) and this Order, which includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, of a state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family as well as persons related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Orders 523, 526 and 565. Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.), Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478), Executive Order 565 (Reaffirming and Expanding the Massachusetts Supplier Diversity Program). All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices. The Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices. The Contractor also commits to purchase supplies and services from certified minority, women, veteran, service-disabled veteran, LGBT or disability-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons; and Contractor commits to comply with any Applicable Department contractual requirements pertaining to the employment of persons with disabilities pursuant to M.G.L. c. 7 § 61(s). These provisions shall be enforced through the contracting Department, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

Initials: _____

Addendum 4: Federal Guidelines on Equipment

Below are the guidelines on equipment found in the Federal Uniform Administrative Requirements for Grants document.

§200.313 Equipment.

(a) *Title.* Subject to the requirements and conditions set forth in this section, title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity. Unless a statute specifically authorizes the Federal agency to vest title in the non-Federal entity without further responsibility to the Federal Government, and the Federal agency elects to do so, the title must be a conditional title. Title must vest in the non-Federal entity subject to the following conditions:

(1) Use the equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project.

(2) Not encumber the property without approval of the Federal awarding agency or pass-through entity.

(3) Use and dispose of the property in accordance with paragraphs (b), (c), and (e) of this section.

(b) *General.* A state must use, manage, and dispose of equipment acquired under a Federal award by the state in accordance with state laws and procedures. Other non-Federal entities must follow paragraphs (c) through (e) of this section.

(c) *Use.* (1) Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award, and the non-Federal entity must not encumber the property without prior approval of the Federal awarding agency. The Federal awarding agency may require the submission of the applicable common form for equipment. When no longer needed for the original program or project, the equipment may be used in other activities supported by the Federal awarding agency, in the following order of priority:

(i) Activities under a Federal award from the Federal awarding agency which funded the original program or project, then

(ii) Activities under Federal awards from other Federal awarding agencies. This includes consolidated equipment for information technology systems.

(2) During the time that equipment is used on the project or program for which it was acquired, the non-Federal entity must also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by Federal awarding agency that financed the equipment and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies. Use for non-federally funded programs or projects is also permissible. User fees should be considered if appropriate.

(3) Notwithstanding the encouragement in §200.307 to earn program income, the non-Federal entity must not use equipment acquired with the Federal award to provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by Federal statute for as long as the Federal Government retains an interest in the equipment. *(NOTE: Please be advised that permission must be granted by OGR, the State Administrative Agency, prior to implementing a fee-for-service program).*

(4) When acquiring replacement equipment, the non-Federal entity may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

(d) *Management requirements.* Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements:

(1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

(2) A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two years.

(3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

(4) Adequate maintenance procedures must be developed to keep the property in good condition.

(5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

(e) *Disposition.* When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the non-Federal entity must request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instructions:

(1) Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further responsibility to the Federal awarding agency.

(2) Except as provided in §200.312(b), or if the Federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair market value in excess of \$5,000 may be retained by the non-Federal entity or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the Federal awarding agency may permit the non-Federal entity to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.

(3) The non-Federal entity may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the non-Federal entity must be entitled to compensation for its attributable percentage of the current fair market value of the property.

(4) In cases where a non-Federal entity fails to take appropriate disposition actions, the Federal awarding agency may direct the non-Federal entity to take disposition actions.

Initials: _____

Addendum 5: Federal Grant-Stream-Specific Conditions

- ☒ Special conditions inserted below.
- ☐ N/A.

Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

- I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.
- II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.
- III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- i. Recipients must cooperate with any DIIS compliance reviews or compliance investigations conducted by DHS.
- ii. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
- iii. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate
- iv. backup documentation to support the reports.
- v. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
- vi. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DIIS or one of its awarding component agencies must complete the DIIS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should

request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101 - 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R.

Part 100, The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units - i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Reporting Subawards and Executive Compensation

Reporting of first tier subawards:

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. *See also* Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- 1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- 2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- 3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements.

- a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
 - 1) applying the domestic content procurement preference would be inconsistent with the public interest;
 - 2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 - 3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the

waiver process is described at "[Buy America](#)" Preference in FEMA Financial Assistance Programs for Infrastructure | [FEMA.gov](#). For awards by other DHS components, please contact the applicable DHS FAO.

To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see [Programs and Definitions: Build America, Buy America Act](#) | [FEMA.gov](#).

SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons:

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. In order to initiate EHP review of your project(s), you must submit a detailed project description along with supporting documentation. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where

the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

ACKNOWLEDGMENT

- 1) Please read and sign all pages where indicated
- 2) Please remember to read and initial all pages where indicated.

As a duly authorized representative of the subrecipient, I have reviewed all the Grant Conditions and agree to comply with all applicable state rules and federal regulations as indicated above.

Sign and submit this form

Signature of Authorized Signatory

Date

Printed Name

Title

MA Executive Office of Public Safety and Security - Office of Grants and Research (OGR)

SUBRECIPIENT RISK ASSESSMENT FORM

SECTION A: PURPOSE

Federal regulations contained in 2 CFR §200.332 require the Office of Grants and Research to evaluate each grant subrecipient's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining appropriate subrecipient monitoring. OGR must also determine subrecipients' financial management capabilities.

The programmatic and fiscal responsibility of subrecipients must be such that they can properly discharge the public trust that accompanies the authority to expend public funds. Adequate accounting and program management systems should meet the following criteria:

- (1) Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant.
- (2) Entries in accounting records should refer to subsidiary records and/or documentation that support the entry and can be readily located.
- (3) The accounting system should provide accurate and current financial reporting information.
- (4) The accounting system should be integrated with an adequate system of internal programmatic controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency, and encourage adherence to prescribed management policies.
- (5) Certify that subrecipient and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a state or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.

SECTION B: ACCOUNTING SYSTEM

1. Which of the following best describes the accounting system:

☐ Manual ☐ Automated ☐ Combination

2. Does the accounting system identify the receipt and expenditure of program funds separately for each grant/contract?

☐ Yes ☐ No

3. Does the accounting system provide for the recording of expenditures for each grant/contract by the budget cost categories shown in the approved budget

☐ Yes ☐ No

4. Are time distribution records maintained for an employee when his/her effort can be identified to a particular cost objective?

☐ Yes ☐ No

5. Does the accounting/financial system include budgetary controls to preclude incurring obligations in excess of:

a. Total funds available for a grant

☐ Yes ☐ No

b. Total funds available for a budget cost category (e.g. Personnel, Travel, etc.)?

☐ Yes ☐ No

6. If Federal grant funds are commingled with organization funds, can the Federal funds and related costs be readily identified?

☐ Yes ☐ No

SECTION C: PROGRAM MANAGEMENT

1. Is the organization new to managing federal grant funds or has the organization had recent staff turnover that significantly reduces its institutional capacity to effectively manage federal funds?

☐ Yes ☐ No

If yes, please explain: (attach a separate sheet if necessary)

2. If the organization has recently (past 5 years) or currently receives federal grant funding, has the organization been out-of-compliance with reporting or other requirements?

☐ Yes ☐ No

If yes, please explain: (attach a separate sheet if necessary)

SECTION D: APPLICANT CERTIFICATION

I certify that the above information is complete and correct to the best of my knowledge.

Agency Official Signature

Title

Date

Type or Print Name of Agency Official

Subrecipient Organization Name, Address, and Telephone Number

SECTION E: FOR OGR INTERNAL USE ONLY**Subrecipients - Do not complete this section**

1. Does the subrecipient receiving this award have an acceptable track record of managing funds provided by EOPSS? Briefly explain.

☐ Yes ☐ No

2. Is the proposed program very complex, is the award above \$1million, and/or is the proposed grant-funded activity such that additional risk can be presumed? If yes, please explain.

☐ Yes ☐ No

3. According to www.sam.gov, is the subrecipient organization or any of its principals presently debarred, suspended, or voluntarily excluded from covered transactions by any Federal, State or local department or agency for non-responsible behavior (i.e. fraud, embezzlement, tax evasion, violation of antitrust statutes)? If yes, please explain.

☐ Yes ☐ No

Federal Funding Accountability and Transparency Act (FFATA) Compliance Form

In order to comply with the Federal Funding Accountability and Transparency Act (FFATA) EOPSS must report award information for all recipients of federal awards as directed. Information provided will be made publicly available on USA Spending <http://www.usaspending.gov/> per the Transparency Act requirement.

Please complete Section 1 (Award information); Section 2 (Compensation); if applicable, Table 1 (Names/Salary) and Section 3 (Certification).

Section 1 Award Information

Agency Name	Town of Merrimac
City	Merrimac
Zip + 4 (required)	01860-1915
*Is this address a confidential location?	☐ Yes ☒ No
UEI Number	KPGQBQKJZ8U3
Program Source (federal award #)	

Section 2 Compensation

In certain instances FFATA requires information be collected pertaining to executive compensation. The names and salaries of the five highest paid executives must be provided if the answer is yes to each of these three criteria:

- More than 80% of organization annual gross revenues are federal funds.
Yes ☐ No ☒ If yes, proceed to question 2. If no, stop, proceed to Section 3.
- Federal fund revenue exceeds twenty five million dollars.
Yes ☐ No ☐ If yes, proceed to question 3. If no, stop, proceed to Section 3.
- Compensation information is not publicly available via federal tax filings, Securities and Exchange Commission (SEC) reporting, or any other source. (if other please indicate: _____)
Yes ☐ No ☒ If yes complete Table 1. If no, stop, proceed to Section 3.

Table 1. Names and salary of your organization's top five executives (by salary)

	First and Last Name	Title	Annual Salary
1			
2			
3			
4			
5			

Section 3 Certification

I certify that the above information is true and accurate.

Authorized official signature

Date

Authorized official printed name

Title

*If you are operating a confidential program with grant funds please ensure the address on file with the Commonwealth is a PO Box.



Agenda Item
Town Clerk
07/22/24

Election Printer

Subject:

To the Honorable Select Board,

Please find the Purchase Agreement and Application pack for the purchase of a high speed printer to be used for election mailings. The funds for this printer were approved at the Annual Town Meeting held in April of 2024.

Thank you,

Gwendolyn Lay Sabbagh,

Town Clerk

Attachments:

Town of Merrimac AS650 OFF39 Purchase Agreement

Town of Merrimac MA AS650 app pack for customer signature

Town of Merrimac
4 School St
MERRIMAC, MA 01860
978 346 8013

OFF39 - PURCHASE ORDER - PURCHASE

OFF39 Contract Number –

To:
Quadient, Inc.
Dept 3689
PO Box 123689
Dallas TX 75312-3689

SHIP TO:
Town of Merrimac
Attn: Gwendolyn Lay Sabbagh
4 School St
MERRIMAC, MA 01860
978 346 8013

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	AS-650	Mid-Range AS-650 High Speed Monochrome Inkjet Address Printer With 3-Inch Print Height, Dual Fixed (1.5" + 1.5") Heads And Digital Touch Screen		\$10,496.25
6	ASINKHPVRS A	EASYInk Versario All Purpose Performance Pigmented Ink for a wide range of media (Only to be used in the AS-450/650/850 Printers)		\$344.52
1	TRAINING PKG C	6Hrs Training (IM/IN Series)(M1500-M88i)(PS100/140/200/1000/1200)(HJ5/7/9)		\$895.00
1	ESP01N	15 AMP Power Conditioning line filter. 4 standard outlets, plus 1 "corded" outlet		\$168.75
1	FM4-10-001	FlexMail 4.2 Basic Edition License; Permanent site license(Open Market)		\$1360.00
To be Paid Annually		Annual Maintenance(1 st Year Free) \$1,824.00		

SUBTOTAL \$13,264.52

SALES TAX \$0.00

SHIPPING & HANDLING \$0.00

OTHER \$0.00

TOTAL \$13,264.52

- Order is governed under the terms and conditions of the OFF39 Contract. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
- Payments will be sent to:
Quadient, Inc.
Dept 3689
PO Box 123689
Dallas TX 75312-3689
Federal ID Number: 94-2388882

Send all correspondence to:
Quadient, Inc.
478 Wheelers Farms Road
Milford, CT 06461
1-800-982-3731

Authorized by _____

Date _____

Attachment: Town of Merrimac AS650 OFF39 Purchase Agreement (Election Printer)

Print Name and Title



Monochrome Printers AS-650 Application Pack

Customer & Sales Rep Info

Sales Rep's Company Name: Quadient, Inc

Sales Rep's Name: Chris Ryan Phone Number: 617-842-2705

Sales Rep's Email Address: c.ryan@quadient.com

Customer Company Name: Town of Merrimac

Customer Contact Name: Gwendolyn Lay Sabbagh Phone Number: 978-346-8013 Ext 2

Customer Address: 4 School Street Merrimac MA 01860

Printer & Options Selection

Monochrome Printer Model:

 AS-450 (2" Print Area, Single Print Unit with 4 pens)

 X AS-650 (3" Print Area, Two Print Units, 3 + 3 pens)



Ink Cartridges (See Proprietary Supplies Page for available Ink Types and Part Numbers.):

Qty: 6 , PART #: ASINKHPVRS

Qty: , PART #:

Qty: , PART #:

Qty: , PART #:

Conveyor & Conveyor Accessories

 TB-390 Conveyor (3 foot, table-top, with Drop Tray)

 TB-390 S Conveyor + IR7C 700 Watt Dryer + Dryer Mounting Kit



Options / Accessories / Proprietary Ink Cartridges

 Console Table 68"

 Bulk Mailer Software (please list items needed):

 X Other (list): Flexmail Basic part number FM4-10-001

Attachment: Town of Merrimac MA AS650 app pack for customer signature (Election Printer)

Additional Notes for this Solution

Describe what this system will be sold to do: _____

Print voter name and address only on outbound Vote By Mail Envelopes, using Flexmail to design the template. Create Voter ID barcode using Flexmail and print that and the election information from the VRS database on return envelope.

Additional information, concerns or questions: _____

ACKNOWLEDGEMENT

We have had a discussion about Options/Accessories, Installation Conditions (installation environment, space requirements, power supply conditions) and Supplies, as they pertain to these products. We understand that these printer models are only compatible with the Ink Cartridges shown on the "Proprietary Supplies" page.

Sales: Dave Randel Senior Solutions Architect Tech: _____

Customer: _____ Date: _____

Check List: (to be completed by Sales Rep or Technician)

1. **Y / N** Selected the appropriate Printer/Bundle and Options/Accessories.
2. **Y / N** Reviewed Installation Conditions, Specifications with customer.
3. **Y / N** Reviewed Proprietary Ink Supplies with customer.
4. **Y / N** List common Media Sizes, Types and Quantities, which the customer plans to run, below.

Media size/type: _____ ~pieces per month _____

Media size/type: _____ ~pieces per month _____

Media size/type: _____ ~pieces per month _____

Media size/type: _____ ~pieces per month _____

Media size/type: _____ ~pieces per month _____

Media size/type: _____ ~pieces per month _____

Media size/type: _____ ~pieces per month _____

Media size/type: _____ ~pieces per month _____

Media size/type: _____ ~pieces per month _____

Media size/type: _____ ~pieces per month _____

5. **Y / N** Obtained Print Files (one for each Media size, listed above; if unique).
6. **Y / N** Obtained Samples of each of the pieces of Media, listed above (50-200 of each).
7. **Y / N** If possible obtain sample of printed pieces (one of each); to compare printer output.
8. **Y / N** Provide information on Customer's current system (printer manufacturer, model, software, etc..) used to print the provided samples: _____

9. **Y / N** Send pages 1-3, along with requested items, to the DPG Team for review. See address below.

DPG EVALUATION RESULTS – To be completed by the Digital Print Group (DPG)

APP Pack Ship Date: _____ Tracking #: _____

APP Pack Receiving Date: _____ Evaluation Date: _____

Evaluator's Name: _____ Signature: _____

Approval: **Yes / No / Conditional** Notes, Concerns or Conditional Requirements: _____

_____**Quadient Digital Print Group**

Attn: Service Dept. – Application Testing
 3100 Horizon Dr., STE 100
 King of Prussia, PA 19406-2660
 Phone: (610) 650-9170
dpg.support@quadient.com

INSTALLATION CONDITIONS, SPECIFICATIONS & SUPPLIES

Please provide pages 4-11?? to the customer; after reviewing these pages with the customer.

INSTALLATION CONDITIONS

Consider the following conditions and space requirements before selecting the device installation location.

Installation Environment:

- Protect from excessive environmental dust/debris; which can clog/damage inkjet nozzles and reduce head life.
- Avoid direct sunlight, which can affect optical sensors and dry-out rubber components.
- Use in a location where temperature and humidity are within the following ranges.

Ambient temperature: 15 to 35° C (59 to 95° F).

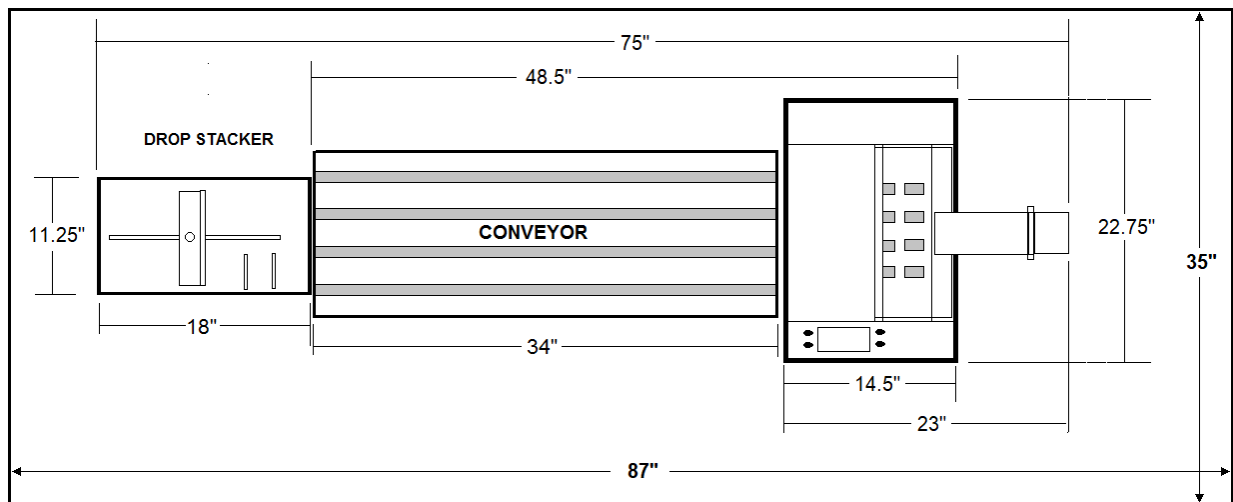
Ambient humidity: 20 to 80% RH, non-condensing

AS-450 Space Requirements (approximate values):

AS-450 & TB-390 Conveyor with Drop Stacker

Minimum Suggested Floor Space: 87" x 35"

- Allow for at least 6" of clear space on all sides of the system.



Minimum recommended Table Size for Printer and Conveyor: 48" x 24"

- A 68-Inch Console Table is available as an option. See first page.

NOTE: The printer and conveyor must be placed on a sturdy semi-level surface that can safely support their weight, plus weight of media.

- Printer Weight: 60 lbs (kg)
- Conveyor Weight: 33 lbs (15 kg)

AC Power Source Conditions: Observe the following AC power source conditions.

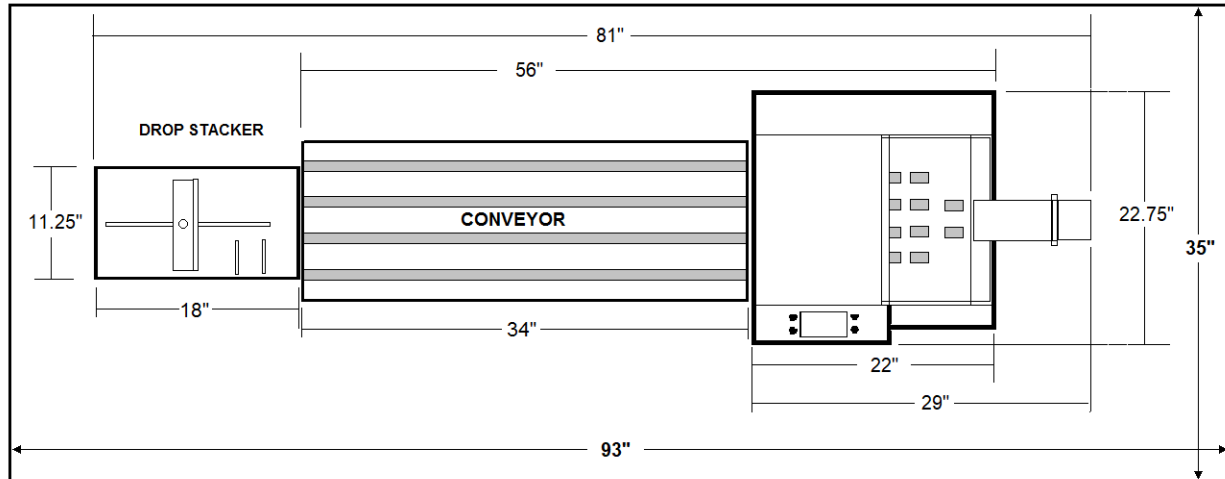
- The use of a power protection device is highly recommended; to reduce damage caused by voltage sags, surges and brown-outs.

AS-450 Printer	115 or 230 VAC (selectable), 50/60 Hz, 2.5A
TB-390 Conveyor (option)	115VAC, 50/60 Hz, 1A
with ID7C Dryer (option)	115VAC, 50/60 Hz, 9A (conveyor with 700W dryer attached)

- DO NOT USE ADAPTER PLUGS OR EXTENSION CORDS.
- DO NOT USE OUTLETS CONTROLLED BY WALL SWITCHES.
- DO NOT USE OUTLETS THAT SHARE SAME CIRCUIT WITH LARGE ELECTRICAL MACHINES OR APPLIANCES.

AS-650 Space Requirements (approximate values):**AS-650 & TB-390 Conveyor with Drop Stacker****Minimum Suggested Floor Space:** 93" x 35"

- Allow for at least 6" of clear space on all sides of the system.

**Minimum recommended Table Size for Printer and Conveyor:** 58" x 24"

- A 68-Inch Console Table is available as an option. See first page.

NOTE: The printer and conveyor must be placed on a sturdy semi-level surface that can safely support their weight, plus weight of media.

- Printer Weight: 80 lbs (kg)
- Conveyor Weight: 33 lbs (15 kg)

AC Power Source Conditions: Observe the following AC power source conditions.

- The use of a power protection device is highly recommended; to reduce damage caused by voltage sags, surges and brown-outs.

AS-650 Printer	115 or 230 VAC (selectable), 50/60 Hz, 2.5A
TB-390 Conveyor (option)	115VAC, 50/60 Hz, 1A
with ID7C Dryer (option)	115VAC, 50/60 Hz, 9A (conveyor with 700W dryer attached)

- DO NOT USE ADAPTER PLUGS OR EXTENSION CORDS.
- DO NOT USE OUTLETS CONTROLLED BY WALL SWITCHES.
- DO NOT USE OUTLETS THAT SHARE SAME CIRCUIT WITH LARGE ELECTRICAL MACHINES OR APPLIANCES.

Proprietary SUPPLIES

The following Ink Cartridges are the **ONLY** Ink Cartridges that will work with the AS-450/650/850 printers.

Supplies can be ordered from your authorized Quadient distributor or Online at www.myquadient.com.

Click on SUPPLIES (account required).

Compatible Inkjet Cartridges (Printheads) for AS-450/650/850

The following proprietary inkjet cartridges were available at the time of publication. Please contact your Distributor for currently available ink types and colors. The following inkjet cartridges are constructed using Genuine HP Original Inkjet Cartridges (not refills or knock-offs). They are provided in a wide range of ink formulas.

Product Name (Ink Type)	Part Number	Description & Application
EASYInk Versario	ASINKHPVRSR	EASYInk Versario all-purpose performance pigmented ink for a wide range of media
EASYInk Coated Plus	ASINKHPCTP	EASYInk Coated Plus general purpose dye-based ink for coated stocks
EASYInk Aqueous High Performance	ASINKHPAQP	EASYInk Aqueous High Performance ink for aqueous varnished materials
EASYInk Fast Black	ASINKHPFAST	EASYInk Fast Black general purpose quick drying dye-based ink
*EASYInk UltraUV	ASINKHPUUV	EASYInk UltraUV high performance solvent ink for UV coated & non-porous media
*EASYInk UltraSolv	ASINKHPUSLV	EASYInk UltraSolv high performance solvent ink for non-porous media
EASYInk Blue	ASINKHPBLUE	EASYInk Blue spot color blue pigmented ink for coated & uncoated materials
EASYInk Red	ASINKHPRED	EASYInk Red spot color red pigmented ink for coated & uncoated materials
EASYInk Green	ASINKHPGREEN	EASYInk Green spot color green pigmented ink for coated & uncoated materials

* Please be sure to follow "Solvent Ink Cartridge Use & Care" Instructions. See AS-450/650/850 User Guide.

Ink Cartridge (Printhead) Yield:

The following chart shows the approximate number of addresses that can be printed by a single ink cartridge.

The following information is based on a single ink cartridge printing three lines of 20 characters, at 10-point font, per address.

Printer Setting	Resolution (h x v)	Approximate Yield
600D	600 x 600 DPI	50,000 addresses
300D	300 x 600 DPI	100,000 addresses
200D	200 x 600 DPI	150,000 addresses
150D	150 x 600 DPI	200,000 addresses

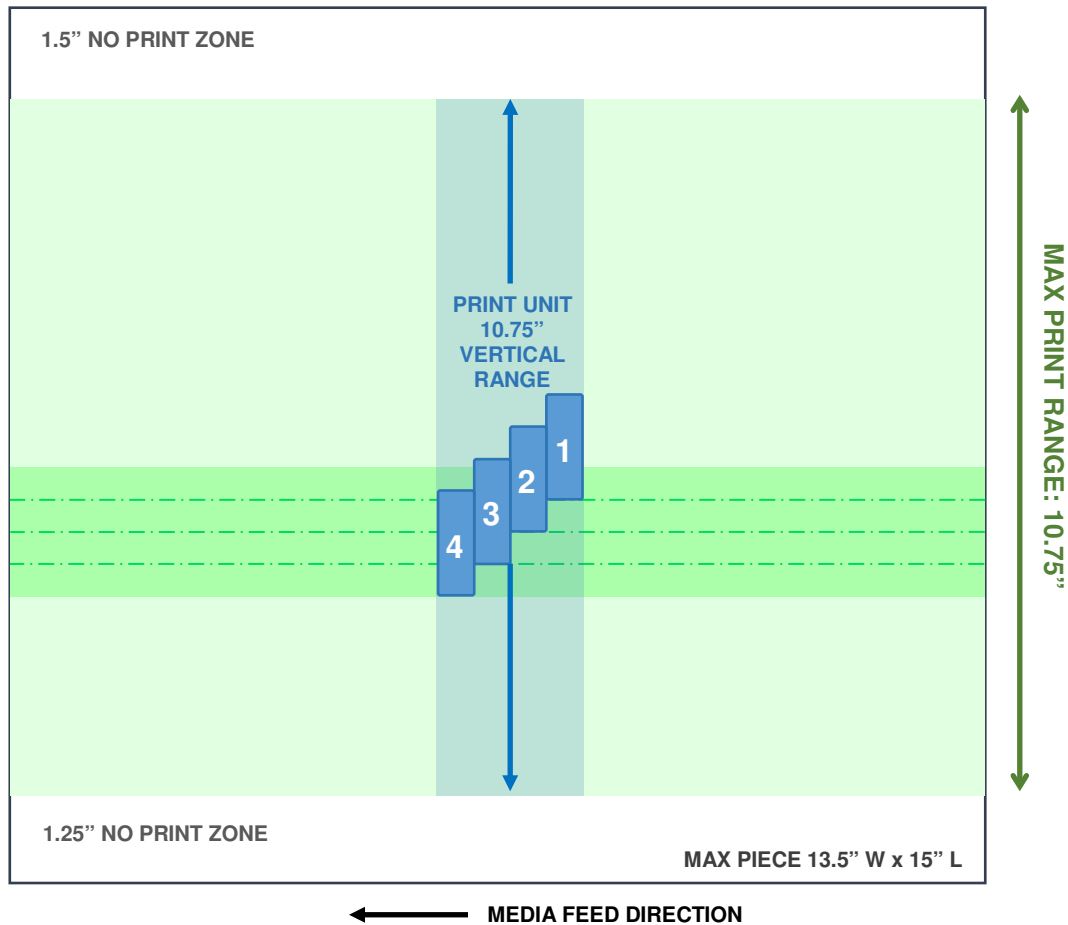
NOTE: The above figures can vary greatly, depending on font selected and size of "addresses".

AS-450 PRINT RANGE

The sketch below shows the range of Print Unit movement for the AS-450. It also indicates the “No Print Zones” (unreachable print areas) when feeding the maximum media size (13.5”W x 15”L).

NOTE: When feeding media measuring 10.75” wide or narrower, it is possible to position the Print Unit to print anywhere within the width of the media.

The example below represents a piece size of 13.5”W x 15”L.

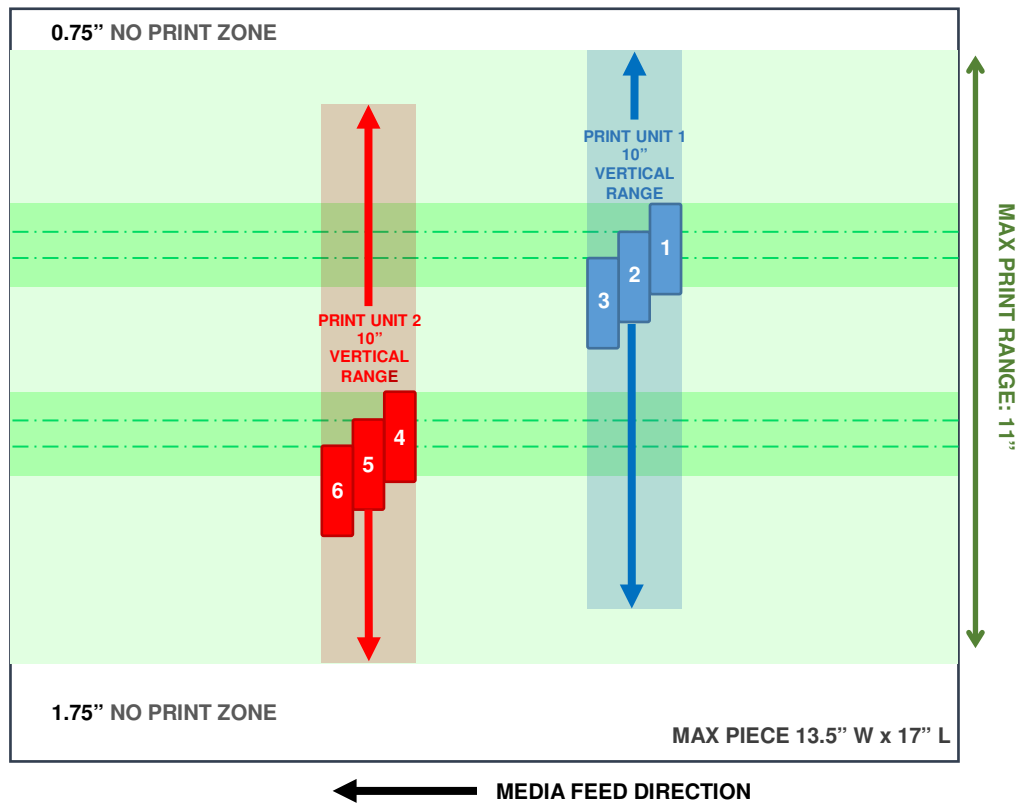


AS-650 PRINT RANGE

The sketch below shows the range of Print Unit movement for the AS-650. It also indicates the “No Print Zones” (unreachable print areas) when feeding the maximum media size (13.5”W x 17”L).

NOTE: When feeding media measuring 11” wide or narrower, it is possible to position the Print Units to print anywhere within the width of the media.

The example below represents a media size of 13.5” W x 17” L



INSTALLATION CONDITIONS, SPECIFICATIONS & SUPPLIES

SPECIFICATIONS

MODEL		AS-450	AS-650
Media Handling	Media Size	Minimum: 3" W x 5" L	
		Max: 13.5" W x 15" L	Max: 13.5" W x 17" L
	Media Thickness	Minimum: 0.008"	
		Max: 0.25"	Max: 0.375"
Print Area		2" H x 15" L	3" H x 17" L
Print Units		One, 4 pens	Two, 3 + 3 pens
Print Quality	Print Quality (resolution h x v)	150D (150 x 600 dpi), 200D (200 x 600 dpi) 300D (300 x 600 dpi), 600D (600 x 600 dpi)	
Print Speed speeds are approximate	Com 10 Envelopes	150D: 22,000 / hour 200D: 19,000 / hour 300D: 15,000 / hour 600D: 7,200 / hour	150D: 26,000 / hour 200D: 19,000 / hour 300D: 15,000 / hour 600D: 7,200 / hour
Feed Direction		Right to Left (R2L)	
Print Technology		Hewlett Packard Thermal Inkjet, 45-Style, High Capacity Cartridges	
Compatible Ink Supplies		EASYInk - <u>proprietary</u> supplies designed for performance. Genuine HP Original Cartridges, not refills or knock-offs, filled with proprietary ink formulas. Available from Quadient.	
Processor		600 Mhz Dual-core ARM Cortex-A9 MPCore	
Memory		1 GB of DDR3-1600Mhz SDRAM 16 GB microSD. Not externally accessible	
Interface		Ethernet Port (10/100/1000Mhz) USB 3.0 (USB 3.1 Gen 1) Port - also supports USB 2.0 WiFi (wireless)	
Printer Driver	Compatibility	Windows™ 7, Windows™ 8/8.1/10 (desktop mode only). Supports 32 & 64 bit systems.	
Feeder	Type	Built-In, Bottom Feeding - Friction Feed	
	Envelope Capacity	Up to 500 #10	Up to 750 #10
Dimensions	Printer Body	21" H x 14.5" L x 22.75" W	21" H x 22" L x 22.75" W
	Including Guides	21" H x 23" L x 22.75" W	21" H x 29" L x 22.75" W
Weight		60 lbs.	80 lbs.
Power Conditions	Voltage	115VAC or 230VAC (switchable)	
	Frequency	50/60 Hz	
	Amperage	1.6A @ 115V, 1A @ 230V	
	Fuse	2x 1.6A, 250V, Slow-Blow (5x20mm)	
Environment (operating conditions)	Ambient Temp	59 to 95° F??	
	Ambient Humidity	20% to 80% RH (relative humidity) – non condensing??	

Specifications are subject to change without Notice

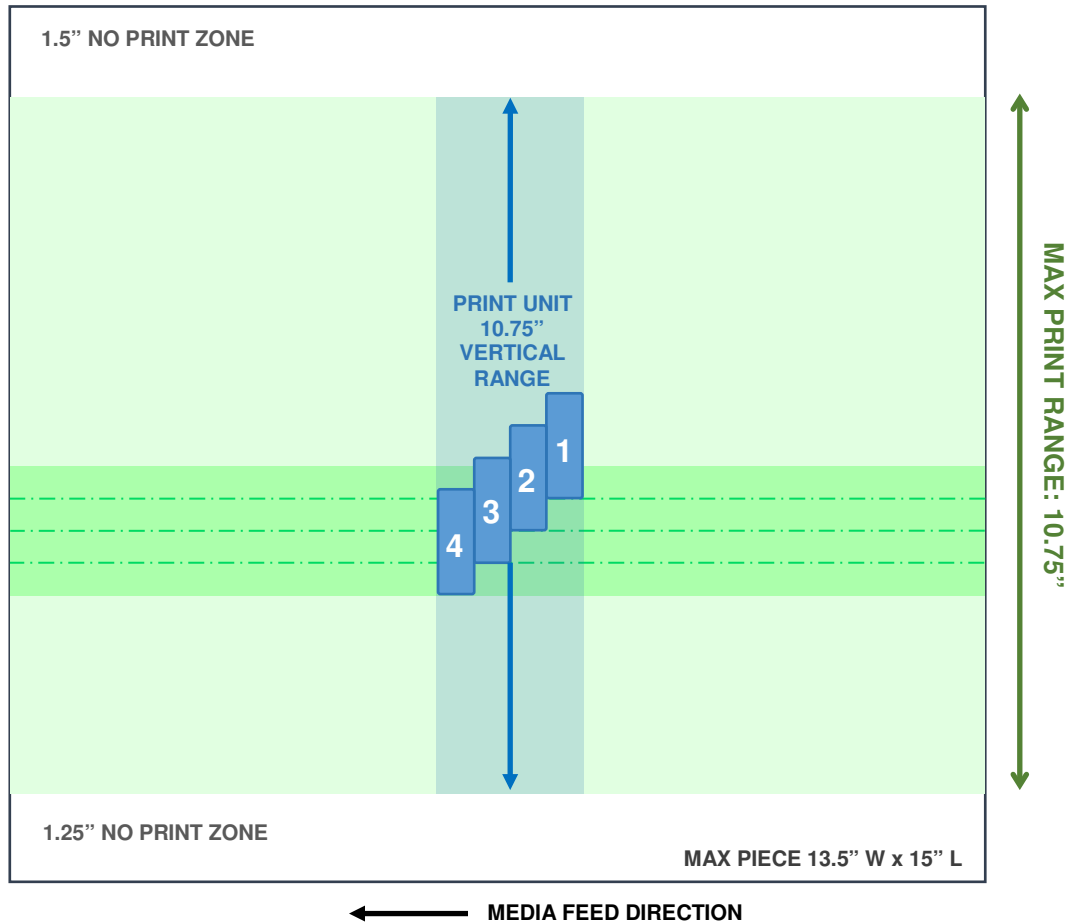
Attachment: Town of Merrimac MA AS650 app pack for customer signature (Election Printer)

AS-450 PRINT RANGE

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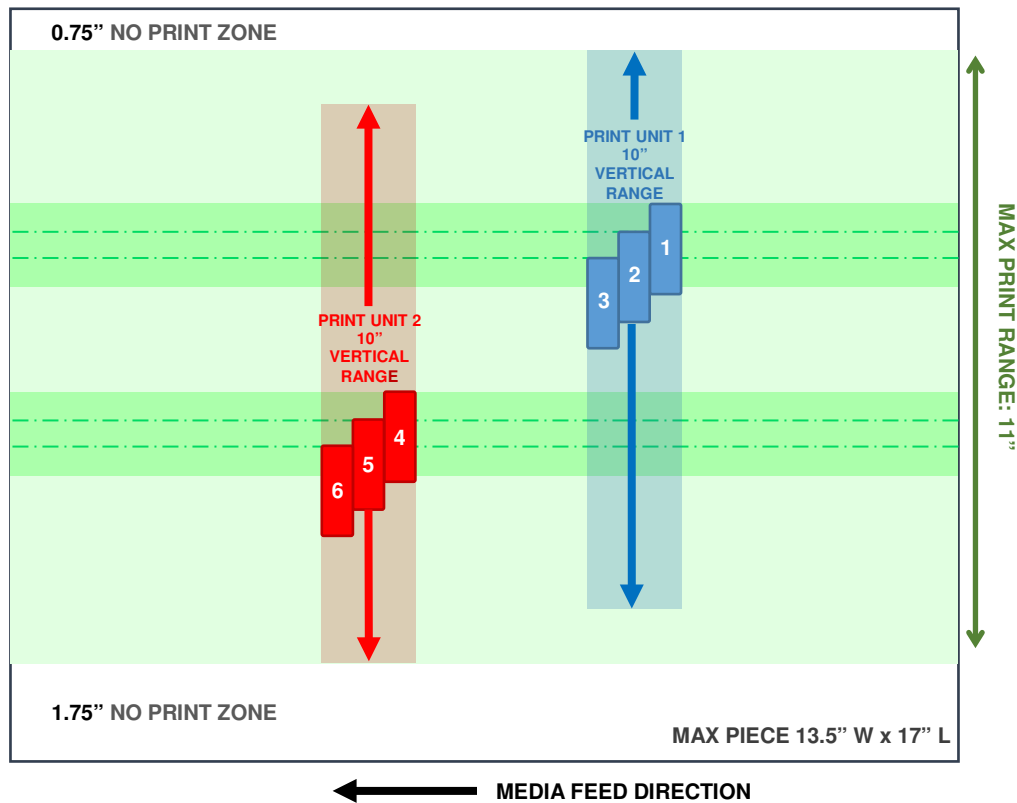


AS-650 PRINT RANGE

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This document is intended solely for the use and information of Quadient, its designated agents, customers, and their employees. The information in this document was obtained from several different sources that are deemed reliable by all industry standards. To the best of our knowledge, that information is accurate in all respects. However, neither Quadient, nor any of its agents or employees shall be responsible for any inaccuracies contained herein.

Specifications are subject to change without notice.



Agenda Item
Merrimac Select Board
07/22/24

Conditional Offer Letter Sal Guarino

Subject:



Agenda Item
Merrimac Select Board
07/22/24

Merrimac Nomination of Inspector of Animals

Subject:

Attachments:

Merrimac Nomination of Inspector of Animals

Merrimac Nomination of Inspector of Animals 2024 (002)

From: [Kraft, Ashley \(AGR\)](#)
To: [Jennifer Penney - Select Board \(X3080\)](#)
Subject: Merrimac Nomination of Inspector of Animals
Date: Tuesday, July 16, 2024 2:52:04 PM
Attachments: [Merrimac Nomination of Inspector of Animals 2024.pdf](#)

Good afternoon,

Please find the attached animal inspector nomination form. A new candidate will use a copy of an existing inspector's form. The new inspector's information goes on the right-side blank lines. Note 'additional' above the new inspector's name if the current inspector is not being replaced. The new inspector signs and the form gets notarized. You can email a copy, I will process the nomination and email back the certificate of appointment so that the new inspector can get started ASAP. Please still mail the original hardcopy. Please let me know if I can be of further assistance in the meantime.

Best,

Ashley

Ashley Kraft
 Rabies Program Coordinator
 Division of Animal Health
 MA Dept. Agricultural Resources
 Email: Ashley.Kraft@mass.gov
 Office: (617) 626- 1810
 Cell: (617) 823- 0145
 Fax: (617) 626 - 1738

Mailing Address: EOEEA, MA Dept. of Agricultural Resources, Division of Animal Health, 100 Cambridge St. 9th floor, Boston, MA 02114

Attachment: Merrimac Nomination of Inspector of Animals (Merrimac Nomination of Inspector of Animals)



The Commonwealth of Massachusetts

Department of Agricultural Resources
Division of Animal Health
100 Cambridge Street, 9th Floor
Boston, MA 02114

Nomination of Inspector of Animals

In accordance with the Massachusetts General Laws Chapter 129, sections 15 and 16, nominating authorities of each city and town are required to nominate one or more inspectors of animals by April 1, 2024. Please complete or make necessary changes and return this form to the above address. The Director will review your nomination and, assuming appointment is confirmed, will return to you a Certificate of Appointment. Please submit one form for each person nominated. Any city or town not in compliance is subject to a penalty of \$500.

City or Town of Merrimac

3/4/2024

To the Director, Division of Animal Health, Department of Agricultural Resources

In accordance with the provisions of section 15 of Chapter 129, General Laws, as amended, the following nomination of inspector of animals for the year ending April 30, 2025 is sent for your approval:

Inspector of Animals

Name: Gregory Pickering

Mail Address: 2 Jana Way Merrimac Police Dept
Merrimac, MA - 01860

Phone: (978) 346-8321 Fax: (978) 346-0592

Email: gpickering@merrimacpolice.org

Inspector: (Note all changes here) NEW

Name: Brad DiCenzo

Mail:

Phone:

Fax:

Email: bdicenzo@merrimacpolice.org

Nominating Authority

Contact: Chris Manni

Office: Select Board

Mail: 4 School St.

Merrimac, MA - 01860

P: (978) 346-8862 F: (978) 346-0527

Email: selectmen@townofmerrimac.com

Nominating Authority: (Note all changes here)

Contact:

Office:

Mail:

Phone:

Fax:

Email:

Acceptance of Nomination of Inspector of Animals (must be notarized)

I hereby accept my nomination as Inspector of Animals for the City or Town of Merrimac, and if and when I am appointed, I solemnly swear to faithfully perform the duties of that office, all of which are listed in General Laws Chapter 129, and Massachusetts Regulations 330 CMR 10.00-10.10 (rabies regulations).

Name (print)

Signed

COMMONWEALTH OF MASSACHUSETTS

Essex,ss

Date:

Then personally appeared the above-named _____ and acknowledged the foregoing instrument to be his or her free act and deed, before me.

Notary Public

My commission Expires:

Appointment of Inspector of Animals (Division of Animal Health use only)

Notice is hereby given that I, Michael Cahill acting under authority of sections 15 and 16 of Chapter 129 of the General Laws, as amended, hereby approve the nomination of _____ as Inspector of Animals for the City or Town of Merrimac, Massachusetts.

Date Approved:

Director, Division of Animal Health



Agenda Item
Merrimac Select Board
07/22/24

Full-Time Police Officer Appointment

Subject:

Appointment effective August 8, 2024

Attachments:

Full-time Police Officer Appointment

DeCoste - Resume_Redacted

Decoste - Signed Conditional Offer 07.08.24_Redacted

Paul DeCoste - Cover Letter_Redacted

From: [Eric M. Shears](#)
To: [Jennifer Penney - Select Board \(X3080\)](#)
Cc: [Chris Manni - Chairman](#)
Subject: Full-time Police Officer Appointment
Date: Wednesday, July 17, 2024 10:56:41 AM
Attachments: [Paul DeCoste - Cover Letter.pdf](#)
[DeCoste - Resume.pdf](#)
[Decoste - Signed Conditional Offer 07.08.24.pdf](#)

Good morning,

As you are aware, the town approved a new full-time police position at the last Town Meeting. I posted this position online and received (7) applicants in the first two weeks. I reviewed these applications based upon an evaluation of their education, training and experience. I opted to interview (5) candidates for this position. Oral Board Interviews were conducted on June 12, 2024. The Board included Sgt. Holcroft, Sgt. Ringuette, Detective Beaulieu and I.

In the end, Mr. Paul DeCoste was ranked the highest by the Board. I have included a copy of his cover letter and resume for your review.

I met with Mr. DeCoste on July 1, 2024 to discuss the position further and make sure he was all in as he would be leaving his current department to come work for our department. After that meeting, I was even more impressed with this candidate.

I made a Conditional Offer to Mr. DeCoste on July 8, 2024 and advised the Board of my decision at that evenings' Select Board Meeting. A copy of that offer is attached. Mr. DeCoste signed the offer and has accepted the position.

The Conditional Offer had the following conditions:

1. Satisfactory Background Investigation – *In progress – There are no flags – Expect completion on or before 07/19/24.*
2. Medical Exam / Drug Screen – *In progress – Scheduled for 07/18/24; I expect the results on or before 07/19/2024.*
3. Psychological Exam – Satisfactorily **Completed** 07/10/2024.
4. Completion of MPTC Recruit Academy – **Completed** – NECC Academy 2020.
5. POST-C Certified – **Completed**.

I expect all of these conditions to be met **on or before 07/19/2024**; I will send an updated as they are met.

Once the above listed conditions are met, **I am requesting the Select Board appoint Mr. Paul DeCoste as a full-time police officer at the 07/22/24 meeting. Further, I am asking that the appointment be dated August 5, 2024** to allow Mr. DeCoste to give notice to his current employer.

Unfortunately I will be unable to attend the meeting in person. However, I will be available phone if needed.

Attachment: Full-time Police Officer Appointment (Full-Time Police Officer Appointment)

Respectfully submitted,

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

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



► Paul DeCoste

Summary

Dedicated and disciplined Police Officer with [8] years of experience in maintaining public safety and enforcing laws. Skilled in crisis intervention, conflict resolution, and crime prevention. Demonstrated ability to effectively communicate with diverse populations and diffuse tense situations. Committed to upholding justice, protecting citizens, and promoting community trust. Proven track record of enforcing regulations with integrity and professionalism.

Experience

Police Officer Haverhill Police Department 11/2020-Present

Police Officer West Newbury, Groveland MA 07/2019-11/2020

Corrections Officer Essex County Sheriff's Department 09/2018-07/2019 Provide Care, Custody, and Control for the inmates of Essex County Sheriffs Department.

U.S. Marine Infantry (05/2009 -05/2018)

United States Marine Corps (1st battalion 8th Marines Camp Lejeune, North Carolina.)
Positions held: Mortarman, Platoon Sgt, Recruiter, Station Commander,
Company Gunnery Sgt.

Awards:

Life Saving Award (Haverhill Police Dept)
Officer of the Quarter (Haverhill Police Dept)
Letter of Recognition (West Newbury Police Dept)
Navy and Marine Corps Commendation Medal
Certificate of Commendation x2
Combat Action Ribbon
Meritorious Mast x2
Meritorious Promotion to Staff Sergeant
Good Conduct Medal x2

Schools/Training

NECC Police Academy
Reserve Police Academy (MLETA)
Essex County Sheriff's Department Academy
Police Motorcycle Training
Drug Investigation Class
Non-Lethal Weapons Course
Police Bicycle Training
Advanced Roadside Impaired Driving Enforcement
NEMLEC RRT
EMT-B Turner EMS.
New Hampshire Fire Academy Recruit School 2018 Graduate

Education:

Associates Degree: Criminal Justice North Shore Community College
Bachelor's Degree: Criminal Justice Southern New Hampshire University



Merrimac Police Department

2 Jana Way
Merrimac, Massachusetts 01860

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

Eric M. Shears
Chief of Police

July 8, 2024

Mr. Paul DeCoste
[REDACTED]

Re: Conditional Offer of Employment for the position of full-time Police Officer

Dear Mr. DeCoste:

I am pleased to make this conditional offer of employment to you as a full-time Police Officer for the Town of Merrimac.

The conditional offer of employment is contingent upon a satisfactory background investigation, medical exam, psychological exam and drug screen. Furthermore, you will need to satisfactorily complete an approved basic full-time Municipal Police Training Committee Recruit Academy or Bridge Academy, if you have not already done so. Failure to successfully complete any of these conditions, including but not limited to failure to pass the Academy (where applicable), may result in a rescission of your conditional offer of employment.

Once you have received a full-time permanent appointment, you will be considered a probationary employee for a period of twelve (12) months, during which time you may be discharged by the Town with or without cause. Please note that under the so-called "Police Reform" legislation and/or state regulations adopted thereunder, you are required to be certified as a police officer during your employment with any law enforcement agency in Massachusetts, including the Merrimac Police Department (MPD). This is an ongoing requirement for continued employment with the Town/MPD.

If all these terms are acceptable to you, please sign a confirmation to that effect below, deliver same to the Chief and await his instructions concerning the next phase of the process.

I am very pleased to make this offer and, subject to the foregoing, we look forward to your joining the police department on a permanent full-time basis.

If you have any questions, please don't hesitate to reach out. We welcome you to our department and wish you a long and safe career.

Sincerely,

Eric M. Shears
Chief of Police

cc: Merrimac Select Board

8.15.c



Attachment: Decoste - Signed Conditional Offer 07.08.24_Redacted (Full-Time Police Officer Appointment)

I understand and accept these terms and conditions:

Name:

PAUL DECOSTE

Signed:

Paul Decoste

Date:

7/8/2024

Attachment: Decoste - Signed Conditional Offer 07.08.24_Redacted (Full-Time Police Officer Appointment)

Paul DeCoste



Chief Shears

Chief of Police
Merrimac Police
2 Jana Way
Merrimac, MA 01860

Dear Chief Shears,

I am writing to express my interest in the Police Officer position at Merrimac Department. With a strong background in law enforcement, extensive training, and a commitment to community service, I am confident in my ability to contribute positively to your team and serve the citizens of Merrimac. My experience includes 6 years of dedicated service as a Police Officer with Haverhill, West Newbury, Groveland and Essex County Sheriffs Department, where I honed my skills in public safety, crime prevention, and community outreach. I have completed comprehensive training at NECC Police Academy and numerous other trainings. My hands-on experience includes patrolling neighborhoods, responding to emergency calls, conducting investigations, and working collaboratively with diverse community members to maintain public order and safety.

Key highlights of my qualifications include:

- Demonstrated ability to handle high-pressure situations with composure and professionalism.
- Proven track record in reducing crime rates through proactive patrolling and community engagement initiatives.
- Strong interpersonal and communication skills, enabling effective interaction with colleagues, community members, and other stakeholders.
- A commitment to upholding the law with integrity, fairness, and respect for all individuals.

I am particularly drawn to Merrimac because of its reputation for community-focused policing and its initiatives to build trust and transparency with residents. I am eager to bring my expertise and passion for law enforcement to your department and support its mission to ensure safety and justice for all.

Thank you for considering my application. I look forward to the opportunity to further discuss how my background, skills, and certifications can contribute to the community of Merrimac. Please feel free to contact me at [REDACTED] or [REDACTED] to schedule an interview.

Respectfully submitted,

Paul DeCoste



Agenda Item
Merrimac Select Board
07/22/24

Conditional Offer for Conservation Agent

Subject:

Attachments:

Conditional Offer Letter Jay Smith_Redacted



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

July 17, 2024

Jay Smith
 [REDACTED]

Re: Conditional Offer of Employment for the position of Conservation Agent

Dear Mr. Smith,

Based upon the recommendation of the Conservation Commission, we are pleased to make this conditional offer of employment to you as a Conservation Agent.

Your position is Conservation Agent, and your targeted date of employment will be 7/23/2024. Your rate of pay is \$40.41 per hour for 15 hours per week.

Please see your department head for a new hire package or you can go to: <https://townofmerrimac.com/wp-content/uploads/2023/06/P-T-New-Empl-packet-9.pdf> You will need to complete the forms prior to your first day of employment. It will be necessary for you to bring identification documents with you for purposes of completing the government required I-9 form. Your appointment will be subject to a satisfactory medical exam and drug screen. Please call COEH Clinic, 6 Hampton Road, Exeter, NH 03833 603-580-6635 to schedule your exam and drug screen prior to your start date.

It is our intention to appoint you as the Conservation Agent following your successful completion of the above listed tasks.

If you have any questions, please consult with Carol McLeod, Finance Director. We welcome you and wish you a long and successful career with our Town.

Sincerely,

Merrimac Board of Selectmen

Chris Manni, Chairman

Janet M. Bruno

Irina Gorzynski

Wayne P. Adams

Robert L. Gustison, II

Attachment: Conditional Offer Letter Jay Smith_Redacted (Conditional Offer for Conservation Agent)



Agenda Item
Merrimac Select Board
07/22/24

Bear Hill Road Power Outages

Subject:

Attachments:

Bear Hill Road Power Outages

From: [Janet Bruno - Select Board Member](#)
To: [Jennifer Penney - Select Board \(X3080\)](#)
Subject: Fwd: Bear Hill Road Power Outages
Date: Wednesday, July 17, 2024 12:13:18 PM

From: Anthony Castiglione <sharktc2@hotmail.com>
Date: July 16, 2024 at 11:05:55 PM EDT
To: Janet Bruno - Select Board Member <jbruno@townofmerrimac.com>
Subject: Bear Hill Road Power Outages

Myself and my neighbors in the West Shore Area are completely frustrated with power outages we experience due to down trees on Bear Hill Rd. Earlier this year, we saw a tree service conduct a half-hearted effort to take tree limbs down over power lines to prevent these occurrences. What should have transpired is an Arborist survey that identified trees on that road that presented risk and those then removed. Hopefully, the Board can work with Light Department to have that occur. I ask that the Board review this situation and recommend appropriate action to improve our chances of not dealing with these situations as often as we do. Thank you for your consideration.

Tony Castiglione
30 West Shore Rd

Get [Outlook for Android](#)

Attachment: Bear Hill Road Power Outages (Bear Hill Road Power Outages)



Agenda Item
Merrimac Select Board
07/22/24

#6. to Consider the Purchase, Exchange, Lease or Value of Real Estate, If the Chair Declares that an Open Meeting May Have a Detrimental Effect on the Negotiating Position of the Public Body.

Subject:

Federal Way