



Merrimac Select Board
Select Board Meeting
08/19/24

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, Bruno, Adams

ABSENT: Gorzynski

III. APPROVE AGENDA

1. Motion to approve agenda

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

IV. MINUTES APPROVAL

1. Merrimac Select Board - Select Board Meeting - Aug 5, 2024 7:00 PM

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

V. APPROVAL OF PAYROLL AND VENDOR WARRANT OF AUGUST 5, 2024

1. Motion to approve

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

VI. APPOINTMENT

1. 7:00 PM Maxine McGoldrick Playgrounds

Maxine McGoldrick presents. She has met with Stephanie Dembro and Chris Wile for feedback. The land is

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.

owned by the town. She is proposing a playground committee; The PTO has said they would hold fundraisers. Gustison says her proposal is great. McGoldrick says she has a lot of parents interested. Bruno mentions the town has a grant writer. All agree with Chris Gaudet that the commission on disabilities should be a part of playground committee. Manni says that hearing about the state of playground is surprising. The board needs a status on what the issues are and what can be done in the short term. Long term, Manni offers the help of the select board. Manni asks to have DPW Director Bob Sinibaldi go over and look at the playground. Manni says it would be an ad hoc committee. McGoldrick will come to them with a committee. She leaves the meeting.

VII. CORRESPONDENCE

1. Inquiry as to Interest in Speaking with Merrimac TV

Bruno notes they have received an invitation from Carol Traynor to do interviews for the public access channel. It's up to them individually. Adams says individually, it is their own opinions not that of the board.

Motion to file correspondence

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

VIII. OLD BUSINESS

1. Transportation Cuts

Gustison refers back to last meeting about contact with the other towns. Manni says the other towns have been in touch. Bruno says they talked about sending a letter. Manni asks which board member wants to write it. Gustison says he will draft it. Adams says it makes sense for a single person to draft. Manni will reach out to see if the other towns want to add anything. Adams suggests contacting Chris Wile.

IX. NEW BUSINESS

1. Town Administrator's Report

Assistant assessor position-Principal Assessor Heather Roche will make a conditional offer by the end of the week. Manni will stamp. Pentucket funding-McLeod said a white paper was in regard to funding inequities. Community Compact grant one of the best practice grants would allow a study of town government format. Whittier task force finance group will hold off on meeting again. They will wait for the other subcommittees.

2. Memorandum of Understanding with MEVA & COA for EV Vehicle

Brienne Walsh Merrimac senior center director is present with the MEVA memorandum of understanding for funding for the EV Vehicle. The vehicle is at MEVA, and they will have it within the next few weeks. The vehicle will have to be charged overnight, and she is making inroads to putting in a charging center. McLeod adds that Pentucket Regional has committed to giving us 3 charging stations. Manni says it's great stuff and to let them know if they need anything from the board. Motion for the chair to sign the MOU to sign with MEVA and COA for the EV vehicle

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

3. Plumbing Inspector Appointment Change

Sinibaldi asks board to send Ron Caruso a letter of appreciation. Motion to appoint Ken Dunn as plumbing inspector and Ron Caruso as alternate plumbing inspector

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

4. Interest from Merrimac Youth Soccer to Discuss Town Forest Field

Manni mentions selectman Gorzynski was interested in discussing the matter. The board decides to have Gorzynski connect with Merrimac Soccer. Send feedback to Gorzynski to reach out to soccer. Sinibaldi supplied cost of fertilizer to soccer and has not heard back.

5. Jen Penney Time Off Request

Motion to approve

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

6. Request for a Dodgeball Fundraiser - Merrimac Police Dept.

Manni says we need more information. Send the forms to Jon Hewey to fill out with specifics.

7. State primary early voting starts Saturday August 24th.

X. EXECUTIVE SESSION

1. 4. to Discuss the Deployment of or Strategy Regarding Security Personnel or Devices

Motion at 7:39pm to go into executive session for 4. to Discuss the Deployment of or Strategy Regarding Security Personnel or Devices and 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. and come out only to adjourn

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

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

2. Elections

Town clerk Gwen Lay Sabbagh requests the use of meeting room C full time. Including non-election periods. Homeland Security came out to do a detailed security protocol and the room meets the standards. Sabbagh also wants a camera in front of her office. She believes she will be able to cover the cost. Sabbagh says a retired clerk from Haverhill has offered to work five hours a week in her office. McLeod asks about hours and budget and Sabbagh thinks she can cover the clerk in the budget this fiscal year. McLeod says the table in the conference room belongs to the assessors. They discuss the proposal of having a door/counter at the conference room and that it would interfere with the assessor's office. The board is supportive of whatever the need is.

3. 7:30 PM 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.

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

XI. ADJOURN

**Merrimac Select Board****Select Board Meeting****08/05/24**

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

janet wayn

1. Motion to approve

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

IV. MINUTES APPROVAL

1. Merrimac Select Board - Select Board Meeting - Jul 22, 2024 7:00 PM

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

V. APPROVAL OF PAYROLL AND VENDOR WARRANT OF JULY 22, 2024

1. Motion to approve

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

VI. APPOINTMENT

1. 7:00 PM Open Space Article 97 Conservation Protection for Town Forest

Sandy Venner, Lucy Abisalih; memo of July 29, 2023 still applies. Open Space is asking to take the steps that are necessary to be able to invoke Art 97-of state constitution for conservation protection for town forest type properties. All parcels but one were under the select board. Transferring from one dept to another is what can

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08 05, 24

invoke Article 97. Requesting that there be an article on fall town meeting to make the transfer; Venner says the old landfill needs to be separated off first. Bruno asks if the land can be taken out-yes with 2/3 vote of town and 2/3 vote of the legislature. Conservation protection is not permanent. Venner says it wasn't done sooner, they were waiting for the decision from the SJC. Bruno is concerned about creating a conflict by transferring the parcels to the Conservation Committee. Adams asks Bruno about conflict-Bruno mentions someone wanting to build an extension center for example; Venner says it's not buildable land. Gorzynski is in support. Manni says the OSC has done a great job. Manni supports going to town meeting with it. McLeod would recommend Open Space meet with legal to draft the language. Venner is in agreement.

Motion to allow OSC to use legal fees to work on the article for town meeting

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

VII. CORRESPONDENCE

1. H.4800 Tax Title Changes
2. SOLAR FARM. Amesbury City Council Meeting to Discuss Solar Farm Proposal
3. Carol McLeod MCPPO
4. Inquiry Regarding Parks Garage on Locust St.
5. Response from AHB T Regarding CHAPA Letter
6. Bear Hill Road Power Outages
7. Motion to file

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

VIII. OLD BUSINESS

None

IX. AGENDA ITEMS

1. Town Administrator's Report

Hope to have recommendation for Assistant Assessor next meeting. Will finalize budget. Ambulance revenue is down \$40,000; auditors are here this week. If anything major comes up Manni asks her to let them know. Governor's budget included the tax title change-which hurts the town. Special articles due Sept 5. Legal office hour was today.

Gustison proposes they reach out to the Governor about transportation cuts. Manni says they have a working relationship with other towns. Motion for the chair to correspond with other 2 select boards

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

5. Motion to approve time off

Minutes Acceptance: Minutes of Aug 5, 2024 7:00 PM (Minutes Approval)

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

2. Performance Evaluation

Sinibaldi says Chris Perkins has earned his high praise. Manni mentions Perkins did a good job when Sen. Moulton visited the plant, and it's important to show up well. Motion to accept the performance evaluation for Chris Perkins and give the 1%

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

3. Letter of Interest in Light Commissioner Vacancy

Ed Davis has submitted his letter of interest. He feels he can bring something to the table. The appointment will be until the next election. Manni spoke with the light dept. manager
 Motion to appoint Ed Davis to the light commissioner opening

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

4. 8790 : Letter of Interest in Historical Commission-Andrew Connor

Motion to appoint

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

5. 8789 : Letter of Interest in Conservation Commission Alternate Member Vacancy-Marc Leger

Motion to appoint him as alternate on the Conservation Commission

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

6. Full-Time Police Officer Appointment Amend Effective Date

Motion to amend the appointment date for officer Paul DeCoste from Thursday August 8, 2024 to Monday August 5, 2024

Minutes Acceptance: Minutes of Aug 5, 2024 7:00 PM (Minutes Approval)

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

7. \$1,000.00 Donation from Mobility & More LLC

Motion to accept

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

8. Sign Appointment Slip for Jessica Finocchiaro, Asst. Accountant

Motion to sign

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

9. Kearney Estimate for Town Hall AC Repair

Motion to use the town buildings maintenance account for the HVAC repair at town hall in the amount of \$4880

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

10. Early Voting Schedule 9/3/2024 Election

Gwen Lay Sabbagh provides dates for early voting; 8/24 last day register to vote and first day of early voting. Can register and vote on the same day. Manni thanks Lay Sabbagh. Motion to accept the schedule as presented for early voting

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

11. 9/3/2024 Election Warrant

Motion for the select board to sign the warrant

Minutes Acceptance: Minutes of Aug 5, 2024 7:00 PM (Minutes Approval)

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

12. Chapter 90 Reimbursements

Gorzynski says Town Forest Rd look great. Motion for the board to sign Ch. 90

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

13. Performance Evaluation - Sergeant Ringuette

Overall performance exceeds standards. He recommends the 1% increase retro to 7/1/24. Motion to accept performance evaluation for Sergeant Ringuette and 1% retro to 7/1/24

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

X. EXECUTIVE SESSION

1. Executive Session (M.G.L. C.30A, Sec. 21(A) 3. to Discuss Strategy with Respect to Collective Bargaining or Litigation If an Open Meeting May Have a Detrimental Effect on the Bargaining or Litigating Position of the Public Body and the Chair So Declares.

Motion to go into executive session at 7:42 pm Roll call vote: Gustison yes; Gorzynski yes; Manni yes; Bruno yes; Adams yes; motion passes

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

XI. ADJOURN

1. Motion to adjourn at 8:32pm

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

Minutes Acceptance: Minutes of Aug 5, 2024 7:00 PM (Minutes Approval)



Agenda Item
Merrimac Select Board
08/19/24

7:00 PM Maxine McGoldrick Playgrounds

Subject:

Attachments:

Playgrounds

Playground Committee Proposal PDF (002)

From: [Robert Gustison II - Select Board Member](#)
To: [Jennifer Penney - Select Board \(X3080\)](#)
Subject: Fwd: Playgrounds
Date: Tuesday, August 13, 2024 1:52:22 PM
Attachments: [Playground Committee Proposal PDF.pdf](#)

Could the playground committee proposal be added to Monday's agenda? Also could it be as close to the start as possible as Maxine has 3 small children. Thanks so much!

Robert L. Gustison II

Member-at-large
 Select Board
 Town of Merrimac
 4 School Street. Merrimac, MA 01860
 E: rgustison@townofmerrimac.com
 P: 978-346-8862



Please note that all content in this email is subject to Massachusetts General Laws c.66 regarding public records.

From: Maxine Labbe <maxine.labbe@yahoo.com>
Sent: Tuesday, August 13, 2024 12:42:03 PM
To: Robert Gustison II - Select Board Member <rgustison@townofmerrimac.com>
Subject: Re: Playgrounds

I have attached my proposal. Let me know your thoughts.

-Maxine McGoldrick

> On Aug 13, 2024, at 8:31 AM, Robert Gustison II - Select Board Member
 <rgustison@townofmerrimac.com> wrote:
 >
 > <1000036937-id-45ce6924-94a4-4bca-860e-85a75712616f.gif>

Attachment: Playgrounds (7:00 PM Maxine McGoldrick Playgrounds)

Proposal: Establishment of a Playground Committee

Objective:

We propose the formation of a Playground Committee dedicated to raising funds for the enhancement and maintenance of our school playground. The committee will serve as a collaborative effort between community members, school administrators, and local businesses, with the primary goal of ensuring that our children have access to a safe, engaging, and inclusive outdoor recreational space.

Background:

Our school playground is a vital asset to our community, serving as a hub for social interaction, physical activity, and creative play. However, over time, the playground has experienced wear and tear, and lacks some essential features to accommodate the diverse needs of our students. Recognizing the importance of a well-maintained and equipped playground, we propose the establishment of a dedicated committee to spearhead fundraising efforts and oversee the development and improvement of the playground.

Scope of Work:

- **Fundraising:** The Playground Committee will organize various fundraising initiatives, including but not limited to:
 - Community events such as bake sales, fun runs, and carnivals.
 - Seeking sponsorships and donations from local businesses and organizations.

- Applying for grants and seeking funding opportunities from government agencies and foundations.
- **Needs Assessment:** The Committee will conduct a thorough assessment of the current state of the playground and identify areas for improvement. This assessment will include input from school administrators, teachers, parents, and students to ensure that the playground meets the needs and preferences of the entire community.
- **Design and Enhancement:** Based on the needs assessment, the Committee will work with playground designers and experts to develop plans for enhancing the playground. This may include adding new equipment, improving safety features, incorporating inclusive play elements for children of all abilities, and enhancing landscaping and aesthetics.
- **Budgeting and Financial Management:** The Committee will develop and manage a budget for playground improvement projects, ensuring transparency and accountability in all financial transactions. Regular financial reports will be provided to the community to track fundraising progress and expenses.
- **Community Engagement:** The Playground Committee will actively engage with the community to garner support for playground improvement projects. This will include regular updates through newsletters, social media, and community meetings, as well as soliciting feedback and input from community members throughout the process.

Membership:

The Playground Committee will consist of volunteers representing various stakeholders, including parents, teachers, school

administrators, local businesses, and community members. The Committee will elect officers, including a Chairperson, Treasurer, Secretary, and other roles as deemed necessary.

Timeline:

The establishment of the Playground Committee will be followed by an immediate kickoff meeting to appoint officers, establish goals, and develop a fundraising strategy. Subsequent activities, including needs assessment, design planning, fundraising events, and playground enhancement projects, will be carried out according to a timeline determined by the Committee.

Conclusion:

A well-maintained and equipped playground is essential for the physical, social, and emotional development of our children. By establishing a dedicated Playground Committee, we can harness the collective efforts of our community to ensure that our school playground remains a safe, inclusive, and enjoyable space for generations to come. We urge the Town's Board of Selectman to approve the formation of the Playground Committee and provide their support for this important initiative.

Thank you for considering our proposal.

Sincerely,
Maxine McGoldrick
978-376-2949



Agenda Item
Merrimac Select Board
08/19/24

Inquiry as to Interest in Speaking with Merrimac TV

Subject:

Attachments:

Inquiry as to Interest in Speaking with Merrimac TV

From: [Cable Access \(X3020\)](#)
To: [Jennifer Penney - Select Board \(X3080\)](#)
Subject: speaking with Merrimac TV
Date: Monday, August 12, 2024 10:48:17 AM

Honorable Select Board,

I am asking if any , hopefully all, of you could take the time to come into the studio, individually and tell the residents of town about your thoughts as a Selectperson.. This could consist on your personal thoughts of the position. Is it what you expected? Thoughts on what you think the needs of the Town are and how we achieve them. Budget issues, working of various departments. etc. etc. etc. Each of you will have the opportunity to say exactly what you want to. I will be doing the interviews myself, promise to remain nonopinionated and will only ask for clarification on what you may say. I will have no scripted questions, therefore each of you will be in control of the conversation. None of the shows will be televised until everyone, who wants to has been interviewed.

I will make myself available into whatever time frame fits into your schedule. We can set the appointments up by email or text. Cell # 978-346-8444. I look forward to working with you and making public television exactly what it is meant to be.

Thank-you
Carol Traynor

Attachment: Inquiry as to Interest in Speaking with Merrimac TV (Inquiry as to Interest in Speaking with Merrimac TV)



Agenda Item
Finance
08/19/24

Town Administrator's Report

Subject:

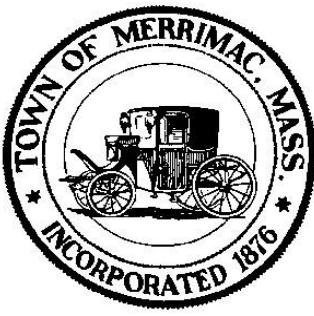
Attachments:

8-12-2024 Town Administrator's Report

Whittier Regional Agreement Working Group and Subcommittees

A tale of three school districts 7.20.24

Community Compact Letter



MEMO

DATE: 8/12/2024

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

-
1. **Assistant Assessor Position** – Heather and I have interviewed 7 candidates; we are conducting another round of interviews for the 2 finalists on Monday and plan to do a Conditional Offer of Employment to the preferred candidate by the end of the week.
 2. **PRSD Funding** – See attached White Paper written about the funding issues at Pentucket, Triton and Lawrence.
 3. **Community Compact Grants** – Community Compact Grants opened this week. While at school it was mentioned that one of the Best Practices Grants could be used to evaluate the Town form of government and what would be the recommendations for changes. This may be a good grant to apply for to change to a Town manager form of government.
 4. **Whittier Task Force Update** – Attached is Whittier Regional Agreement Working Group listing, as well as a list of the Subcommittees. Chris Manni's name was left off the Working Group in error, they have corrected since the printing of this.
I sit on the Finances group. We met for the 1st time last week and will have a summary of the meeting to share soon. We basically decided to hold off on making recommendations until after we have some direction on the joint campus idea with NECC and some idea on any additional state funding that we may be able to tap into. We are hopeful that if this is the direction that Whittier and the State decide to go, then there will be additional state funding, reducing the costs to the individual Towns. Haverhill has publicly stated that they will not entertain opening the agreement, so at this time, there is little point to have discussions. We did agree that there are several issues that we would like to see addressed:
 - Change the 11 Communities unanimous vote required to change the agreement
 - Debt – Prop 2 ½ exemption
 - Debt Apportionment based on actual enrollment at Whittier
 - Maximum State contribution – shared campusWe are not meeting as a Subcommittee until after the full working group meeting September 24th.
 5. **Confidential Personnel Discussion** – Executive Session

Whittier Regional Agreement Working Group

Amesbury

Kassandra Gove, Mayor
Caudel Frederique, City Council

Georgetown

Orlando Pacheco, Town Administrator

Groveland

Rebecca Oldham, Town Administrator
Jason Naves, Select Board

Haverhill

Melinda Barrett, Mayor

Ipswich

Stephen Crane, Town Manager

Merrimac

Carol McLeod, Town Administrator

Newbury

Tracy Blais, Town Administrator
William DiMaio, Select Board

Newburyport

Sean Reardon, Mayor
Ben Harman, City Council

Rowley

Cliff Pierce, Select Board

Salisbury

Neil Harrington, Town Manager
Ronalee Ray-Parrott, Select Board

West Newbury

Angus Jennings, Town Manager
Chris Wile, Select Board

Whittier Regional Vocational School

Maureen Lynch, Superintendent

Subcommittees

*Maureen Lynch can be reached by email at mlynch@whittier.tec.ma.us to be included in subcommittee meetings.

**Melinda Barrett asked to be included in meetings of each subcommittee. Her email is mayor@cityofhaverhill.com.

Agreement Procedures/Administration

- Amendment Process
- Withdrawal Procedures
- Establishing a District Commission for Oversight

Name	Position	Community	Email
Chris Manni	Select Board Chair	Merrimac	selectman2@townofmerrimac.com
Sean Reardon	Mayor	Newburyport	sreardon@newburyportma.gov
Jason Naves	Board of Selectmen member	Groveland	jnaves@grovelandma.com
Caudel Frederique	City Councilor	Amesbury	cfrederique@amesburyma.gov
Orlando Pacheco	Town Administrator	Georgetown	opacheco@georgetownma.gov
Chris Wile	Select Board	West Newbury	cwile@wnewbury.org

Whittier Regional Agreement Working Group

Finances

- Debt Exclusion Voting Process
- Budget Reporting Requirements
- Procedure for Incurring Debt
- Apportionment of Capital Costs

Name	Position	Community	Email
Stephen Crane	Town Manager	Ipswich	stephenc@ipswichma.gov
Neil Harrington	Town Manager	Salisbury	nharrington@salisburyma.gov
Angus Jennings	Town Manager	West Newbury	townmanager@wnewbury.org
Tracy Blais	Town Administrator	Newbury	townadmin@townofnewbury.org
Carol McLeod	Town Administrator	Merrimac	cmcleod@townofmerrimac.com
Rebecca Oldham	Town Administrator	Groveland	roldham@grovelandma.com
Cliff Pierce	Selectman	Rowley	cliffmpierce@gmail.com

School Committee/Communications

- SC Member Appointment Process
- SC Member Removal Process
- Weighted Voting/SC Representation

Name	Position	Community	Email
Ronalee Ray-Parrott	Chair of the Salisbury BOS	Salisbury	ray-parrott@comcast.net
Ben Harman	City Councilor	Newburyport	bharman@newburyportma.gov
Kassandra Gove	Mayor	Amesbury	govek@amesburyma.gov
William DiMaio	Select Board	Newbury	wdimaio@townofnewbury.org

A tale of three school districts – two regional school districts which were already in hold harmless status when the formula changed in FY07, and one urban school district in same area of the state, which has never been in hold harmless status. The two regional districts are capped at 82.5% for required contribution.

The narrative long pushed and firmly believed by budget think tanks and many legislators is that districts in towns capped at 82.5% are to be considered “wealthy” and therefore should be spending more toward education, and **Actual** Net School Spending (NSS) is a strong indicator of wealth of a district, and a data set which can be used to determine equity/parity of funding between districts. There are certainly wealthy towns and districts in this Commonwealth, but I am going to go ahead and deconstruct the Actual NSS narrative to show you why it is not an indicator of wealth, nor should it be used to calculate equity of funding.

I pulled data from this great document DESE finance put together *Chapter 70 Trends in Aid and Local Contribution*.

(<https://www.doe.mass.edu/finance/chapter70/keyfactors.xlsx>). This document has not been updated yet with FY25 data, so I added that to my excel spreadsheet and a few rows for additional calculations and a column. See attached excel spreadsheet for complete data/calculations for Pentucket, Triton and Lawrence.

Before we begin, I think everyone can agree to the stipulation of the following facts:

- 1) The Chapter 70 formula is driven by student enrollment with additional funding provided for certain student demographics (ELL, low income, special education);
- 2) The rates provided per student/category is based on assumptions regarding total student enrollment in elementary and secondary level schools (economies of scale);
- 3) There are no considerations in this formula for the number of towns, and schools within each town in regional school districts;
- 4) Superintendents are mandated to fund a basic foundation of central office and school building based staffing, supports and curriculum regardless of total student enrollment, or type of school district it is;
- 5) School districts experiencing declining enrollment do not meet the student enrollment number (economies of scale) to fund that basic foundation of mandated staffing, supports and curriculum;
- 6) Superintendents must provide Grades PK-12, regardless of whether there are 10 students per classroom, or 30. Therefore, declining enrollment does not equate to reduced staff, only reduced funding;
- 7) Regional School district superintendents must maintain viable elementary schools within each of their member towns regardless of student enrollment in each town;
- 8) Closing an elementary school in a regional school district member town is a monumental task which is extremely difficult to obtain agreement for from community, and should always be considered a last resort as it affects the economic growth/new development of the town losing the school;
- 9) Declining enrollment increases the cost of providing education to students due to overall loss of economies of scale;
- 10) Hold harmless aid is essential to help maintain the mandated basic foundation of central office and school building based staffing;
- 11) Mandated Net School Spending (NSS) is the Chapter 70 Foundation Budget, plus hold harmless aid. A district who is not in hold harmless status has a mandated NSS of 100%. A district in hold harmless status has a mandated NSS of foundation (100%) plus the amount of hold harmless aid they are receiving (example: 100% for foundation budget and let's say hold harmless aid equals 10% of foundation, so NSS would be 110%), so their actual NSS scale has been tipped to that perceived “wealthy” district right out of the gate.

I have a saying “tell me the town, and I will show you their story,” as I found in my consulting work that snapshot data does not define a town. It is not until you get into the weeds of where that data came to be that you know the true story and their challenges. Actual NSS data is exactly that type of snapshot which should never be relied upon to assess the wealth of a district and its member towns.

Comparison of the percentage increase of key Chapter 70 factors from FY07 to FY25:

Pct Increase FY07 to FY25	Enrollment	Foundation Budget	Required Contribution	Foundation Aid	Chapter 70 Aid	NSS
Pentucket	-31.34%	17.02%	84.97%	-43.46%	3.76%	41.86%
Titon	-35.45	16.04%	33.65%	-24.45%	10.53%	26.29%
Lawrence	12.72%	136.43%	231.42%	132.88%	132.30%	135.86%

Pentucket and Triton are both three member town regional school districts in declining enrollment, have been in hold harmless status since at least FY07, receive yearly minimum aid increases from the state, and as such the state has placed the full burden of funding their education budget increases every year on the backs of their member towns. They both have received modest foundation budget, aid and mandated net school spending increases since FY07.

Lawrence is an urban district who is not in declining enrollment or hold harmless status, and has benefited tremendously from the Chapter 70 formula with significant increases to their foundation budget, aid and mandated net school spending since at least FY07.

Pentucket	FY07	FY08	FY09	FY10	FY11	FY12	FY13	FY14	FY15	FY16	FY17	FY18	FY19	FY20	FY21	FY22	FY23
C70 Required Net School Spending	24,677,418	25,482,576	26,435,608	27,585,242	26,859,125	27,270,595	27,835,807	28,344,316	28,856,822	29,038,276	28,595,758	28,985,487	29,603,211	30,619,291	31,221,610	31,777,054	32,721,029
Pct of Foundation	100.36%	103.48%	104.76%	105.92%	105.75%	109.54%	110.95%	115.50%	118.80%	123.03%	126.82%	127.46%	126.77%	125.85%	126.96%	129.80%	126.51%
Actual/Budgeted Net Sch Spending	27,191,194	28,883,283	28,938,874	30,054,605	29,580,693	29,829,046	30,984,142	31,419,110	32,210,528	32,610,093	32,933,687	33,243,660	34,211,203	35,444,961	34,954,197	36,513,796	38,335,324
Pct yearly increase		6.22%	0.19%	3.86%	-1.58%	0.84%	3.87%	1.40%	2.52%	1.24%	0.99%	0.94%	2.91%	3.61%	-1.38%	4.46%	4.99%
Actual NSS as Pct of Foundation	110.58%	117.29%	114.68%	115.40%	116.47%	119.82%	123.50%	128.03%	132.60%	138.16%	146.06%	146.19%	146.50%	145.68%	142.14%	149.15%	148.22%

Triton	FY07	FY08	FY09	FY10	FY11	FY12	FY13	FY14	FY15	FY16	FY17	FY18	FY19	FY20	FY21	FY22	FY23
C70 Required Net School Spending	26,383,197	27,549,366	28,679,999	29,334,835	29,176,103	29,383,450	30,169,408	30,675,782	30,228,699	30,263,209	29,352,095	28,991,582	29,585,218	29,838,194	30,279,477	29,398,313	30,693,281
Pct of Foundation	101.66%	103.70%	103.96%	105.21%	107.11%	109.54%	112.68%	115.98%	117.21%	117.65%	118.25%	118.93%	116.91%	116.88%	116.18%	117.98%	108.32%
Actual/Budgeted Net Sch Spending	28,032,455	30,772,080	31,533,277	30,933,819	31,779,902	32,266,160	33,173,835	33,513,087	34,614,893	35,343,901	36,001,222	36,444,521	38,165,904	40,038,089	41,572,112	42,334,952	44,349,248
Pct yearly increase		9.77%	2.47%	-1.90%	2.74%	1.53%	2.81%	1.02%	3.29%	2.11%	1.86%	1.23%	4.72%	4.91%	3.83%	1.83%	4.76%
Actual NSS as Pct of Foundation	108.01%	115.83%	114.30%	110.95%	116.67%	120.28%	123.90%	126.71%	134.22%	137.40%	145.04%	149.51%	150.82%	156.84%	159.51%	169.90%	156.52%

The first two rows of each table above are the mandated NSS amounts with percentages. Net School Spending is the sum of the district’s foundation budget and hold harmless aid they are receiving that year. As you can see in FY23 the mandated NSS percentage for Pentucket is 126.51%, and Triton is 108.32%.

Lawrence	FY07	FY08	FY09	FY10	FY11	FY12	FY13	FY14	FY15	FY16	FY17	FY18	FY19
C70 Required Net School Spending	127,674,227	133,818,133	141,941,372	139,147,197	141,676,511	152,346,057	158,948,561	166,158,253	177,176,381	186,136,095	187,267,344	189,992,671	198,734,285
Pct of Foundation	100.24%	100.03%	100.00%	94.79%	98.16%	100.00%	100.00%	100.00%	100.00%	100.00%	100.80%	100.14%	100.95%
Actual/Budgeted Net Sch Spending	125,850,826	132,414,125	126,045,683	143,451,465	142,593,040	147,211,482	155,165,709	167,445,815	178,087,681	186,684,814	190,305,242	190,850,691	200,188,704
Pct yearly increase		5.22%	-4.81%	13.81%	-0.60%	3.24%	5.40%	7.91%	6.36%	4.83%	1.94%	0.29%	4.89%
Actual NSS as Pct of Foundation	98.81%	98.98%	88.80%	97.72%	98.80%	96.63%	97.62%	100.77%	100.51%	100.29%	102.43%	100.59%	101.69%

Lawrence however is essentially 100% as they are not a district in declining enrollment or hold harmless status, so their NSS is their Foundation Budget.

While the current Chapter 70 Foundation Budget formula is no way sufficient for the majority of districts in the state, it does work well for urban school districts for the most part. The foundation budget has been previously described as a “foundation” to build from. The far majority of districts must therefore spend amounts above foundation or mandated NSS.

The bottom three rows highlighted in pink are the Actual or Budgeted NSS, which DESE pulls from the End of Year Report (EOYR) which each school district is required to file in September. DESE calculates the amount each district spent in NSS categories to determine that districts are in compliance with the mandated NSS spending requirements.

Pentucket	FY07	FY08	FY09	FY10	FY11	FY12	FY13	FY14	FY15	FY16	FY17	FY18	FY19	FY20	FY21	FY22	FY23
C70 Required Net School Spending	24,677,418	25,482,576	26,435,608	27,585,242	26,859,125	27,270,595	27,835,807	28,344,316	28,856,822	29,038,276	28,595,758	28,985,487	29,603,211	30,619,291	31,221,610	31,777,054	32,721,029
Pct of Foundation	100.36%	103.48%	104.76%	105.92%	105.75%	109.54%	110.95%	115.50%	118.80%	123.03%	126.82%	127.46%	126.77%	125.85%	126.96%	129.80%	126.51%
Actual/Budgeted Net Sch Spending	27,191,194	28,883,283	28,938,874	30,054,605	29,580,693	29,829,046	30,984,142	31,419,110	32,210,528	32,610,093	32,933,687	33,243,660	34,211,203	35,444,961	34,954,197	36,513,796	38,335,324
Pct yearly increase		6.22%	0.19%	3.86%	-1.58%	0.84%	3.87%	1.40%	2.52%	1.24%	0.99%	0.94%	2.91%	3.61%	-1.38%	4.46%	4.99%
Actual NSS as Pct of Foundation	110.58%	117.29%	114.68%	115.40%	116.47%	119.82%	123.50%	128.03%	132.60%	138.16%	146.06%	146.19%	146.50%	145.68%	142.14%	149.15%	148.22%

Triton	FY07	FY08	FY09	FY10	FY11	FY12	FY13	FY14	FY15	FY16	FY17	FY18	FY19	FY20	FY21	FY22	FY23
C70 Required Net School Spending	26,383,197	27,549,366	28,679,999	29,334,835	29,176,103	29,383,450	30,169,408	30,675,782	30,228,699	30,263,209	29,352,095	28,991,582	29,585,218	29,838,194	30,279,477	29,398,313	30,693,281
Pct of Foundation	101.66%	103.70%	103.96%	105.21%	107.11%	109.54%	112.68%	115.98%	117.21%	117.65%	118.25%	118.93%	116.91%	116.88%	116.18%	117.98%	108.32%
Actual/Budgeted Net Sch Spending	28,032,455	30,772,080	31,533,277	30,933,819	31,779,902	32,266,160	33,173,835	33,513,087	34,614,893	35,343,901	36,001,222	36,444,521	38,165,904	40,038,089	41,572,112	42,334,952	44,349,248
Pct yearly increase		9.77%	2.47%	-1.90%	2.74%	1.53%	2.81%	1.02%	3.29%	2.11%	1.86%	1.23%	4.72%	4.91%	3.83%	1.83%	4.76%
Actual NSS as Pct of Foundation	108.01%	115.83%	114.30%	110.95%	116.67%	120.28%	123.90%	126.71%	134.22%	137.40%	145.04%	149.51%	150.82%	156.84%	159.51%	169.90%	156.52%

Lawrence	FY07	FY08	FY09	FY10	FY11	FY12	FY13	FY14	FY15	FY16	FY17	FY18	FY19	FY20	FY21	FY22	FY23
C70 Required Net School Spending	127,674,227	133,818,133	141,941,372	139,147,197	141,676,511	152,346,057	158,948,561	166,158,253	177,176,381	186,136,095	187,267,344	189,992,671	198,734,285	210,870,987	218,786,376	234,592,261	253,714,475
Pct of Foundation	100.24%	100.03%	100.00%	94.79%	98.16%	100.00%	100.00%	100.00%	100.00%	100.00%	100.80%	100.14%	100.95%	100.00%	100.00%	100.00%	100.00%
Actual/Budgeted Net Sch Spending	125,850,826	132,414,125	126,045,683	143,451,465	142,593,040	147,211,482	155,165,709	167,445,815	178,087,681	186,684,814	190,305,242	190,850,691	200,188,704	202,726,007	216,257,469	236,633,806	255,811,720
Pct yearly increase		5.22%	-4.81%	13.81%	-0.60%	3.24%	5.40%	7.91%	6.36%	4.83%	1.94%	0.29%	4.89%	1.27%	6.67%	9.42%	8.10%
Actual NSS as Pct of Foundation	98.81%	98.98%	88.80%	97.72%	98.80%	96.63%	97.62%	100.77%	100.51%	100.29%	102.43%	100.59%	101.69%	96.14%	98.84%	100.87%	100.83%

The “Pct yearly increase” is the actual percentage each of these school districts increased their total NSS each year. If you review those percentage increases for Pentucket and Triton you will note rather modest average increases, which steadily increased their Actual NSS Percentage of Foundation numbers each year to the FY23 Triton Actual NSS percentage of Foundation rising to 156.52%.

Compare that to Lawrence which had rather significant percentage increases to their Actual NSS percentage, yet they were spending at or below their Foundation Budget/mandated NSS amount. The Foundation Budget calculated for Lawrence by the Chapter 70 formula is sufficient for them to operate.

A “snapshot” of Triton in FY23 by the casual observer would be – “Wow, they are spending at 156.52% of foundation, where their mandate is only 126.51%. They must be a wealthy district!”

The reality is that due to their hold harmless/minimum aid status, Triton must have an Actual NSS at 156.52% of foundation in FY23, or they would have had to have made draconian cuts to staffing and other line items each year prior. The 156.52% number is a cumulative percentage resultant of modest increases each year.

The long-story-short version is – Actual NSS percentage is high because the mandated NSS reflects minimum aid increases, so in order to keep the doors of the district open for business, the NSS had to be increased with funding solely from the member towns, which is completely untenable.

The arguments surrounding the “fairness” of hold harmless and minimum per pupil aid are pointless, as the simple fact is if both are removed many if not most of these districts would just cease to exist, or cuts would be so catastrophic that the district would be unsafe to operate.

While I don’t like comparing apples to oranges, which is what comparison of a regional to an urban would be, I needed to do so to demonstrate the backdrop of NSS, and how exactly it works (and makes sense) for an urban, but not so much for any district in hold harmless status. Per pupil aid comparisons should NEVER be made with any district in hold harmless status for reasons mentioned here and others I won’t get into at this time.

Pentucket and Triton superintendents need to get tshirts that state “ask me about our Actual NSS %” when they advocate to the state legislature and these budget thinktanks who believe their districts have been bestowed a “gift” not based on “need” when receiving hold harmless and minimum per pupil aid, because as that saying goes - tell me the district, and I will show you their story. Show them your story superintendents, and bring the receipts.



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

MAURA T. HEALEY
GOVERNOR

KIMBERLEY DRISCOLL
LIEUTENANT GOVERNOR

August 13, 2024

Dear Municipal Executive:

The Healey-Driscoll Administration is pleased to announce that the FY25 Community Compact program will open on August 19. Our Administration thanks our partners in the Legislature for providing funding for each of the following Community Compact grant programs:

- Best Practices
- IT Grant
- Efficiency & Regionalization (E&R)
- Municipal Fiber

The Healey-Driscoll administration recognizes that the health of the state's 351 cities and towns underpins the overall success of Massachusetts and its people. That's why this administration is committed to ensuring that every municipality in every part of the state has the resources it needs to succeed. The Community Compact program is an important part of our overall support to cities and towns and we are excited to continue this impactful, popular program.

Best Practices Program

Beginning **August 19**, applications for the [Best Practices](#) program can be submitted by those municipalities *who did not apply in FY24 for a Compact*. **Applications are accepted on a rolling basis** and will be reviewed within one month of submission. Eligible applicants can choose up to two best practices. Click [here](#) for the complete set of best practices.

This year's program continues the updated list of best practices developed last year to simplify available options, add new subject areas and add new best practices to align with and advance the Administration's goals and objectives, particularly in the areas of housing and transportation.

You may access the application page [here](#). Applications cannot be saved once they are started and should be completed all at once. Your community can only submit one application.

Efficiency and Regionalization Grant Program

The purpose of the [Efficiency and Regionalization](#) (E&R) competitive grant program is to provide financial support for governmental entities interested in implementing regionalization and other efficiency initiatives

that allow for long-term sustainability. These grants will provide funds for one-time or transition costs for municipalities, regional school districts, school districts considering forming a regional school district or regionalizing services, regional planning agencies and councils of governments interested in such projects.

The application period will run from **September 16, 2024 to noon on October 10, 2024**. You may access the application page [here](#). Applications cannot be saved once they are started and should be completed all at once.

IT Grant Program

The [Community Compact IT Grant Program](#) is a competitive grant program focused on driving innovation and transformation at the local level via investments in technology. Using the transformative powers of IT, we can drive innovation, make government more efficient, save taxpayer money, and make it easier for residents to interact and transact with their local government.

The application period will run from **January 6, 2025 to noon on February 6, 2025**. *Cities and towns that were awarded an IT Grant Program grant in FY24 are not eligible in FY25.* You may access the application page [here](#). Applications cannot be saved once they are started and should be completed all at once.

Municipal Fiber Grant Program

The [Municipal Fiber Grant program](#) is a competitive, matching grant program to assist municipalities with the construction of municipal fiber broadband infrastructure and related projects and expenditures.

The application period will run from **March 10, 2025 to noon on April 10, 2025**. *Cities and towns that were awarded a Municipal Fiber Grant Program grant in FY24 are not eligible in FY25.* You may access the application page [here](#). Applications cannot be saved once they are started and should be completed all at once.

If you have any questions, contact Sean Cronin, Senior Deputy Commissioner of Local Services, at croninse@dor.state.ma.us.

Sincerely,



Kimberley Driscoll
Lieutenant Governor



Agenda Item
Council on Aging
08/19/24

Memorandum of Understanding with MEVA & COA for EV Vehicle

Subject:

Please review and have the Chair sign the enclosed MOU with MEVA in order for us to take possession of the new EV vehicle. Brienne Walsh will be in attendance for questions if needed. Thank you

Attachments:

Merrimac MOU

Memorandum of Understanding
Between the
Merrimack Valley Regional Transit Authority
And
The Merrimac Council on Aging

THIS Memorandum of Understanding (hereinafter referred to as MOU), effective July 1, 2024 by and between the Merrimack Valley Regional Transit Authority (hereinafter referred to as MeVa), a body politic and corporate of the Commonwealth of Massachusetts established pursuant to Chapter 161B of the Massachusetts General Laws, as amended, and The Merrimac Council of Aging (hereinafter referred to as the Agency/Town),

WHEREAS MeVa recognizes the need for special transportation services for seniors and individuals with disabilities; and

WHEREAS MeVa and the Agency/Town desire to make available such transportation services to seniors and or individuals with disabilities who cannot utilize the fixed route bus services; and

WHEREAS MeVa has been awarded an accessible vehicle through the Massachusetts Department of Transportation (MassDOT) Community Transit Grant Program (CTGP) on behalf of the Agency/Town, and made it available for use by the Agency/Town; and

WHEREAS the Agency/Town represents that it is fully able and qualified to operate this accessible vehicle to provide special transportation services to seniors and individuals with disabilities as is a requirement of the 5310 federal funding which purchased this accessible vehicle;

NOW, THEREFORE, the parties do mutually agree as follows:

I. Documents Forming the Agreement

The Agreement Documents shall include this MOU and all referenced documents and accompanying exhibits. The Agreement Documents constitute the entire Agreement between the parties, and all are as fully a part of this Agreement as if attached hereto.

II. General Conditions for the Grant Obtained Vehicle

MeVa (Grantee), and thus the Agency/Town, receiving Capital Equipment (rolling stock purchases only), which are purchased directly by MassDOT and provided to MeVa to support the transportation to seniors and individuals with disabilities, must comply with the provisions as described in MassDOT's FTA & State Grant Program Requirements Guide, hereafter referred to as the Program Guide. Therefore, through this MOU, these same requirements are passed on to the Agency/Town. *(Copies of the Program Guide can be provided upon request or downloaded from the MassDOT CTGP website.)*

A. Use of the Vehicle

1. The Agency/Town assumes complete liability for the use of MeVa's accessible vehicle under the terms of this MOU. No sublease for the use of said vehicle shall be executed by the Agency/Town. The Agency/Town shall have the use of the following vehicle:

Vehicle Info	VIN#
2023 Forest River Electric Van (Ford Transit 350 Van)	1FTBW9CK2PKA02128

2. The Agency/Town shall register the vehicle in accordance with MassDOT instructions included as an attachment hereto.
3. The Agency/Town acquires no ownership, title, property rights, or interest in or to the vehicle(s) but only the right of use in accordance with the provisions of this Agreement. The RTA shall retain title to the vehicle(s).
4. The Agency/Town agrees to operate the granted vehicle to provide transportation services to seniors and persons with disabilities per the intent of the FTA Section 5310 program and as described in MeVa's CTGP grant application to MassDOT.
5. The Agency/Town agrees to adhere to MassDOT's Terms and Conditions which apply to MeVa via its contract with MassDOT, which is hereby incorporated by reference and applies to the Agency/Town. iv. The Agency/Town agrees to adhere to all applicable FTA regulations as outlined in the Annual FTA Certifications and Assurances.
6. The Agency/Town may use the granted vehicle for other uses. However, the needs of seniors and individuals must be met before using the vehicle for other purposes.
 - a. Eligible Trip Purpose Equipment may be used for all trip purposes for seniors and individuals with disabilities to include: employment, meals, medical appointments, recreational activities, rehabilitation services, shopping, and social services.
 - b. Vehicles and related equipment may NOT be used primarily for the delivery of meals to persons in their homes. Applicants may coordinate and assist in regularly providing meal delivery service for homebound individuals, as long as the delivery service does not conflict with providing public transportation service or reduce service to public transportation passengers.
 - c. The Section 5310 program is NOT intended to provide emergency medical transport or ambulance service on a regular basis.
 - d. Section 5310 vehicles are not to engage in school bus or charter operations.
7. MeVa shall not be responsible for loss or damage to any goods or other property placed or carried in the granted vehicle arising from any cause whatsoever.

B. Operation of the Vehicle

1. The granted vehicle shall be operated by a safe, competent, duly licensed and trained driver selected, by and under the supervision of, the Agency/Town.
2. The Agency/Town and its driver shall be solely responsible for individual fines and penalties for parking, traffic and moving violations. Should MeVa be required to pay any fine or summons, the Agency/Town shall reimburse MeVa therefore.
3. The Agency/Town shall park or garage the vehicle as to maximize available protection and safety for the vehicle.

C. Maintenance of Vehicle

1. The Agency/Town will bear the expense of maintaining the granted vehicle in good operating condition (less normal wear and tear) and in compliance with the manufacturer's warranty and minimum maintenance requirements.
 - a. Periodically wash the granted vehicle and keep same clean, both inside and outside.
 - b. Supply necessary fuel, oil, lubricants and tires to provide the safety and mechanical soundness for proper operation thereof.

- c. Check the tires of the vehicle for proper inflation; the Agency/Town will be solely responsible for tire damage due to improper inflation.
2. The Agency/Town shall maintain satisfactory and complete up to date records of all maintenance repairs and service of the vehicle subject to this MOU. These records must include, at a minimum, the following documentation:
 - Vehicle Maintenance Plan
 - Maintenance records
 - Vehicle Pre-trip inspection form(s)
 - Proof of Insurance
3. MeVa and/or MassDOT shall have the right to conduct periodic maintenance inspections of the granted vehicle for the purpose of confirming the existence, condition and proper maintenance of the granted vehicle.

D. Title to the Vehicle

Grantee [MeVa] shall hold title to the vehicle. MassDOT Rail & Transit Division (lien code: C40410) shall be named first lien holder and shall maintain the title documentation in its files. When the vehicle reaches the end of its useful life, Grantee shall follow the process detailed in MassDOT's "Disposition Procedure for Federally Funded Assets" policy (See Appendix A). Useful Life Benchmarks by vehicle type are noted in Table 1 of this policy.

When a lien release is granted to MeVa by MassDOT, in accordance with said policy, then a title transfer shall be issued from MeVa to the Agency/Town.

E. Disposition of Vehicle

If during the period of use, any Capital Equipment (vehicle) is not used in accordance with the Program description in MeVa's Grant Application (specifically the Agency/Town's completed vehicle Narrative Form which was submitted as an attachment thereto), or is withdrawn from transportation service, the Agency/Town shall immediately notify MeVa, who will in turn notify MassDOT, in writing for disposition instructions. The Agency/Town agrees to and acknowledges the right of MassDOT to remove all Capital Equipment from the Agency/Town's premises and to take possession of any of the Capital Equipment, if the Agency/Town fails to satisfactorily perform the Program services as detailed in MeVa's Grant Application, or if MassDOT determines for any other reason, including but not limited to the termination of the grant, that the disposition of the state or federal interest is in the best interests of the Commonwealth. MeVa agrees that it will in no way oppose MassDOT's exercise of such right and that it will assist MassDOT to obtain possession and remove such vehicle(s).

III. Insurance Requirements

A. Automobile and Umbrella Insurance

The Agency/Town shall, at its own expense, obtain, maintain, and continue in full force and effect during the term of this MOU, bodily injury, property damage, collision, comprehensive and uninsured motorist insurance. The Agency/Town must meet the insurance requirements as detailed in the Asset Management section of the Program Guide, which states the following:

*"Grantees are responsible for acquiring and maintaining current, appropriate insurance on their vehicles and other large capital equipment assets while under MassDOT lien. In addition, MassDOT must be listed as the **loss payee and additional insured** when MassDOT is either listed as the vehicle owner or lien holder."*

Grantees must maintain adequate property and liability insurance coverage. Basic coverage requirements are listed below."

- Liability Insurance of \$1,000,000 per accident, bodily injury and property damage combined
- Collision subject to a deductible of not more than \$1,000
- Comprehensive subject to a deductible of not more than \$1,000
- Umbrella Insurance with the following umbrella limits:
 - \$2,000,000 per occurrence
 - \$2,000,000 aggregate
 - Self-insured retention not to exceed \$10,000

B. Worker's Compensation Insurance

The Agency/Town must also carry the following Worker's Compensation Insurance:

- Coverage A Workers Compensation: statutory as required by Massachusetts law.
- Coverage B Employers Liability: \$100,000/\$100,000/\$500,000. It is understood that these limits do not limit the liability of grantee.

The Agency/Town must also post in conspicuous areas a required notice to employees providing information on the organization's workers compensation insurance carrier.

C. Evidence of Coverage for Rolling Stock

All vehicles awarded to MeVa on behalf of Agencies/Towns will be delivered to MeVa's Headquarters facility located at 85 Railroad Avenue, Haverhill, MA. The vehicles will be received by the Assistance General Manager of Maintenance Operations, and inspected for compliance with the specification for each vehicle type as noted in MassDOT's Fully Accessible Vehicle Guide - September 2023. An inspection report will be performed at delivery and sent MassDOT, with a copy retained for MeVa and the Agency/Town's records.

The Agency/Town will be responsible to make arrangements with Maintenance Operations, and/or MeVa's Compliance Officer, to pick up the vehicle from our facility. At the time of pickup, the Agency/Town shall have a Certificate of Insurance prepared in order to take receipt of the vehicle. This MOU contains the Vehicle Identification Number (VIN), (see section I.A above), so that the proper insurance certificate can be obtained. Please ensure MassDOT is listed as the lienholder, loss payee, and additional insured. MeVa should also be listed as additional insured.

To verify insurance coverages required by MassDOT are maintained and up to date, MassDOT requires grantees (MeVa) to submit proof of coverage annually with the *Annual Capital Equipment Certification Report*. The Agency/Town must provide these proofs on an annual basis, so that we can submit them. (See details under the "Annual Reporting" section below.) MassDOT will review these insurance certificates and contact MeVa if the coverage does not meet State guidelines.

The Agency/Town and their insurance company are to notify MeVa, so that we may notify the MassDOT RTD Transit Compliance Officer, via email within 30 days of any changes to insurance coverage, to include cancellation. MassDOT will respond to the grantee within five business days of this notification to resolve the issue and discuss whether State insurance coverage requirements can still be met.

D. Hold harmless Provision

The Agency/Town shall, to the maximum extent permitted by law, indemnify, defend, and hold MeVa and its officers, agents, and employees harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the

Agency/Town's breach of this MOU or the negligence or misconduct of the Agency/Town, or the Agency/Town's agents or employees. This obligation shall survive the termination or expiration of this MOU.

MeVa shall cooperate with the Agency/Town, its appropriate insurance carrier and its designated claims representative in the prosecution or defense of any and all claims arising out of the granted vehicle.

IV. Requirements for All Drivers

1. The Agency/Town shall hire duly licensed personnel as required by the Commonwealth of Massachusetts and the U. S. Department of Transportation (U.S. DOT) for the operation of the vehicle(s) leased pursuant to this Agreement, and only such licensed personnel may operate said vehicle(s).
2. It is the sole responsibility of the Agency/Town to ensure that any person assigned to operate the granted vehicle will do so in compliance with all Federal, State, and Local Laws regulating the operation of said vehicle.
3. MassDOT mandates that all vehicle recipients under FTA Section 5310 and State MAP Program agree to ensure all vehicle drivers, paid and volunteer, receive proper training prior to driving. All individuals who operate a MassDOT-funded vehicle must obtain, and remain current with, necessary State license requirements and State and federal required driver training for the safe operation of vehicles. The following are **mandatory** driver training requirements:
 - Defensive Driving – required every two years
 - Accessible Lift Use and Passenger Securement – required every two years
 - Disability Awareness – required every three years
 - Drug & Alcohol Awareness Safety Sensitivity (Online course) – required upon hiring
 - Certification in standard first aid – recertification rate varies, required to ensure drivers maintain proficiency
 - Certification in Cardiopulmonary Resuscitation (CPR) – recertification rate varies, required to ensure drivers maintain proficiency

Additional information and links to training courses and available training dates can be found at this site: <https://www.mass.gov/guides/driver-training-for-community-transportation-providers>

4. It is the responsibility of MeVa to ensure that all drivers are in compliance with the listed training requirements. MassDOT collects up-to-date driver training information annually via the Annual Capital Equipment Certification Report and will also verify these records during the on-site visit review that occurs once every three years. The Agency/Town must provide these proofs on an annual basis, so that we can submit them. (See details under the "Annual Reporting" section below.)

V. Reporting

The Agency/Town is required to report to MeVa the following in accordance with the Program Guide:

A. Vehicle Accidents

Grantees must report in writing via email, within 24 hours of occurrence, any vehicle incident, accident, or casualty to MassDOT RTD staff. The Agency/Town must therefore report same to MeVa within 12 hours of any occurrence. The submission should include the following information:

- Date of the incident/accident

- Description of the incident/accident
- Vehicle identification number (VIN) of FTA funded vehicle involved

For vehicles that sustained minor to moderate damage, but can be repaired and no rider/driver injuries were reported, the vehicle must be repaired to an equal or better condition, comparable to the condition prior to the incident. MeVa must provide written proof of those repairs to RTD staff within 60 days.

If the vehicle is deemed a total loss, the following documentation must be submitted to RTD staff within ten business days of the accident:

- VIN
- Model year
- Vehicle make and model
- Mileage at the time of the accident
- Finalized police reports
- Correspondence from the insurance company evaluating the vehicle condition and estimate of settlement proceeds
- Any other pertinent accident information

Because MassDOT is listed as the loss payee and additionally insured, the final settlement proceeds will be released to MassDOT.

B. Vehicle Use Report:

5310/MAP Vehicle Report – Monthly report of vehicle specific statistics, such as: odometer reading, passenger count (UPT), condition, mechanical failures, and accidents. The completed report is due by the 15th day of each month for councils-on-aging (COAs), non-profits, and municipalities, and by the 30th of each month for regional transit authorities (RTAs). MassDOT will review and verify the information on a quarterly basis.

The figure below is a screenshot of the input screen from MassDOT's reporting system, where MeVa will compile and report on **all** 5310/MAP funded vehicles still on lien.

The screenshot displays the '5310/MAP Vehicle Report' form. It includes a table for 'Vehicle Specific Statistics' with columns for VIN, Operator Assigned, Vehicle Year, Odometer (previous month), Odometer, Odometer Difference, UPT, Condition, Mechanical Failures, and Accident. The table lists four vehicles with VINs 1FDEE3FK8NDC06812, 1FDFF4FKXNDC06813, 1FDEE3FK1NDC06814, and 1FDEE3FK3NDC06815. The Odometer Difference column shows values of -78,045, -74,521, -75,922, and -70,436 respectively. The UPT column shows 0 for all vehicles. The Condition column has a dropdown menu open showing options: Excellent, Select One..., Excellent, Good, Adequate, Marginal, and Poor. The Mechanical Failures column shows 0 for all vehicles. The Accident column shows 0 for all vehicles. There are 'Save' and 'Cancel' buttons at the bottom left.

VIN	Operator Assigned Vehicle #	Vehicle Year	Odometer (previous month)	Odometer	Odometer Difference	UPT	Condition	Mechanical Failures	Accident
1FDEE3FK8NDC06812		2021	78,045		-78,045		Excellent		
1FDFF4FKXNDC06813		2021	74,521		-74,521		Select One...		
1FDEE3FK1NDC06814		2021	75,922		-75,922		Excellent		
1FDEE3FK3NDC06815		2021	70,436		-70,436		Good		
					-298,924	0	Adequate	0	0
							Marginal		
							Poor		

The report form in Appendix B shall be sent to MeVa's Compliance Officer no later than the 15th of each month. Appendix B also contains MassDOT's *Asset Management Bus Condition Tool* which is a guide for choosing the correct condition.

C. Annual Reporting

MeVa shall submit the *Annual Capital Equipment Certification* at the beginning of each calendar year to MassDOT by January 31st. Therefore, the Agency/Town must provide the following to MeVa by January 20th of each year for which MassDOT holds the vehicle lien.

1. Certification that the Capital Equipment *[vehicle]* under lien is still being used for Grant Agreement purposes and that no part of the local contribution to the project has been refunded or reduced.
2. Updated vehicle inventory and mileage for each vehicle on lien
3. Provide a current proof of insurance for all funded vehicles on lien.
4. Confirm all preventative maintenance actions performed in the last year for vehicles on lien meet manufacturers' basic requirements. This can be in a spreadsheet that track details on PMs performed for each vehicle or narrative format such as an Asset Management Plan. Examples of both these types of documents are located in Appendix C.
5. Detail all current driver training certifications obtained in the last year to include dates of training by driver name.

VI. Termination

1. Either party may terminate this agreement due to lack of sufficient funding and contingent upon the continued need of the service upon 30 days' prior written notice.
2. The Authority may suspend or terminate this Agreement without prior written notice to the Agency/Town for issues pertaining to safety or treatment of patrons or abuse of the RTA's accessible vehicle(s), as determined in the RTA's sole discretion.

VII. Miscellaneous

1. In connection with the execution of this MOU, the Agency/Town shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Such action shall include, but is not limited to, employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of Pay or other forms of compensation; selection for training, including apprenticeship.
2. No person on the basis of race, religion, color, sex, or national origin shall be excluded from participation, be denied the benefits of, or be subject to, discrimination under any activity provided for by this MOU.
3. The FTA Terms and Conditions apply and are incorporated herein by reference.
4. This MOU, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This MOU supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

VIII. Effective Date and Term

This MOU shall take effect on the date of this MOU and remain in full force and effect until such a time that MassDOT releases the vehicle lien to MeVa and MeVa transfers the Title to the Agency/Town, or if there is an event which causes the Agency/Town to relinquish the vehicle back to MeVa or MassDOT.

IN WITNESS THEREOF, the parties hereto have caused these presents to be signed and sealed by their duly authorized representatives on the date first above written.

(Sign below above box)

Noah Berger	<i>Name in Print:</i>	
Administrator	<i>Title:</i>	
Merrimack Valley Regional Transit Authority	<i>Name of Town:</i>	

Attachments

From: [Cejic, Stefan \(DOT\)](#)
To: [Bonnie Mahoney](#)
Cc: [Schiavone, Thomas \(DOT\)](#); [Fichtenbaum, Rachel \(DOT\)](#); [Richmond, Lauren \(DOT\)](#); [Bayard Murray, Trevor \(DOT\)](#)
Subject: RE: Minivan Specs
Date: Friday, July 5, 2024 7:28:17 PM
Attachments: [image001.png](#)
[Registration and Title Application.pdf](#)
Importance: High

CAUTION: CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Bonnie,

I had a meeting with the RMV's Assistant Registrar and her team earlier this week regarding your concern below. As promised, I'm detailing below what MeVa/the municipality that will be leasing the van will need to do in order to accomplish what you're requesting:

1. The RMV has said that MeVa should **NOT** list itself as the secondary lienholder.
2. MassDOT Rail and Transit Division will be listed as the first lienholder, per usual.
3. A lease agreement between MeVa and the municipality should be drafted and presented to the RMV upon registering the vehicle.
4. Under section "B" of the attached Registration and Title Application (RTA) form, the "Other" checkbox should be selected and "Municipal" should be written on the text line, indicating that the municipality is requesting a municipal type license plate.
5. Under section "E," the municipality's information should be entered, including the municipality's FID code/number.
6. Under section "F," MeVa's information should be entered.
7. Under section "G," the information of where the vehicle will be primarily parked overnight (MeVa's facility, DPW, COA, etc.) should be entered. I believe you told me that it'll be parked at the COA.
8. Under section "H," MassDOT Rail and Transit should be listed as the first lienholder, per usual.
9. Under section "K," the insurance company/information for the municipality should be entered.
10. Under section "M," a MeVa representative (Noah? You?) should sign and date the application on the first line.

Additionally, I was told that if anyone (MeVa and/or someone from the municipality) encounters any issues at the RMV service center/counter, they should ask to speak with the branch manager and mention that this issue was discussed with Elizabeth "Liz" Rizzuto, the RMV's Registration Manager (this is one of the people who was also on my meeting with the Assistant Registrar).

Let me know if you have any questions and/or need any additional guidance.

Thanks!

- SC

Attachment: Merrimac MOU (Memorandum of Understanding with MEVA & COA for EV Vehicle)

From: Bonnie Mahoney <bmahoney@mevatransit.com>
Sent: Thursday, May 16, 2024 4:17 PM
To: Bayard Murray, Trevor (DOT) <Trevor.BayardMurray@dot.state.ma.us>
Cc: Cejic, Stefan (DOT) <stefan.a.cejic@dot.state.ma.us>; Schiavone, Thomas (DOT) <Thomas.Schiavone@dot.state.ma.us>; Fichtenbaum, Rachel (DOT) <Rachel.L.Fichtenbaum@dot.state.ma.us>
Subject: RE: Minivan Specs

CAUTION: This email originated from a sender outside of the Commonwealth of Massachusetts mail system. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

As I am going thru all the requirements of the CTGP and 5310 program for these vehicles, I have hit a snag. Hopefully you can help unravel it.

1. These vehicles will not be registered with MVRTA plates. MeVa expects the town to register and insure these vehicles themselves. However, this may be difficult if the RMV-1 form from the dealer states that MeVa owns these vehicles. How do I resolve that? At MART we registered the vehicles and they were branded as MART vehicles with extra decaling for the COA. But MART also paid the COA for services rendered. As I explained to you, MeVa is NOT going to take that same approach. Thus, the MOU instead of a lease.
2. Can MeVa be a secondary lienholder and have the RMV-1 form in the COA's name?

Bonnie
Ext. 139

From: Bayard Murray, Trevor (DOT) <Trevor.BayardMurray@dot.state.ma.us>
Sent: Monday, May 13, 2024 9:55 AM
To: Bonnie Mahoney <bmahoney@mevatransit.com>
Subject: RE: Minivan Specs

CAUTION: CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi, Bonnie,

We got the approval. So it's ok to proceed on mou contract-type basis.
 Thanks for your patience,

Trevor

From: Bonnie Mahoney <bmahoney@mevatransit.com>
Sent: Friday, May 10, 2024 10:58 AM
To: Bayard Murray, Trevor (DOT) <Trevor.BayardMurray@dot.state.ma.us>

Attachment: Merrimac MOU (Memorandum of Understanding with MEVA & COA for EV Vehicle)

November 8, 2023



How to Register and Title a Vehicle Award

Congratulations on your new vehicle award! In the coming months, awarded vehicles will be delivered by this year's vehicle dealers. Once you have received your vehicle(s) from the dealer, there are several important steps you must proceed with in order to ensure your vehicle has been properly registered and titled in compliance with MassDOT requirements.

Upon receiving the vehicle(s), the dealer will also provide several forms needed for registration. To correctly register and title vehicles, please proceed with the following steps:

- 1) Please ensure that the dealer completes and signs the [Application for Registration & Title \(RMV-1\)](#) form(s) upon delivery.
 - **MassDOT must be listed as the FIRST LIENHOLDER** in the Lienholder section of the RMV-1 form. It is critical that MassDOT is listed as first lienholder, as it allows for MassDOT to be notified immediately of any

37. ☐ New Vehicle ☐ Used Vehicle		38. Title Type: ☐ Clear ☐ Salvage ☐ Reconstructed ☐ Owner Retained ☐ Theft ☐ Prior Owner Retained		Total Sale Price (adjusted for dealer's discount and manufacturer's rebate) \$ _____	
39. Primary Salvage Title Brands: ☐ Repairable ☐ Parts Only		40. Secondary Salvage Brand(s) _____		Less Manufacturer's Excise \$ _____	
Lienholder I/we certify that all liens on this vehicle are listed below		41. Date of 1st Lien _____		42. Date of 2nd Lien _____	
43. First Lienholder Code C 4 0 4 1 0		44. Name MASS DEPT OF TRANSPORTATION RM 4160		Net Sales Price \$ _____	
45. Lienholder's Address 10 PARK PLAZA BOSTON, MA 02116				Less Trade-in Allowance For: \$ _____	
46. Second Lienholder Code _____		47. Name _____		Yr _____ Make _____ Model _____	
48. Lienholder's Address _____				Trade-in VIN _____	
				Taxable Sales Price \$ _____	
				6.25% Sales Tax \$ _____	
B. SALES BY OTHER THAN MOTOR VEHICLE DEALER					

lapses in insurance coverage in the future.

- If this section has not been filled out, please do so with the proper code, name, and address, as shown below.

November 8, 2023

- **First Lienholder Code:** C40410
 - **Name:** MASS DEPT OF TRANSPORTATION RM 4160
 - **Lienholder's Address:** 10 PARK PLAZA BOSTON, MA 02116
- 2) Please ensure that the dealer has also correctly completed the lienholder information on the back of the Certificate of Origin or the Manufacturer's Statement of Origin (MSO), whichever is provided. The lienholder section can be found at the very bottom of the back of the form, and the information should be filled out as shown below.
- **1st lien in favor of:** MASS DEPT OF TRANSPORTATION RM 4160
 - **whose address is:** 10 PARK PLAZA BOSTON, MA 02116
- 3) Bring the completed RMV-1 form(s) to your licensed insurance agent. The agent will provide an active insurance policy for the vehicle(s) and will stamp and sign the RMV-1 form(s).
- **Please double check** that the lienholder information is filled out correctly, with MassDOT's information.
- 4) Bring the correctly filled and stamped RMV-1 form to the RMV along with the following:
- The Certificate of Origin or the MSO provided by the dealer
 - A copy of the Bill of Sale
 - \$75 title fee in cash, money order, or check (payable to MassDOT)
- 5) After completing the registration transaction with the RMV, you will receive a registration certificate, new plates, and a year of expiration decal for the rear plate. **PLEASE NOTE** that the title will be mailed **directly to MassDOT**, as the first lienholder, and not to your organization even though you are listed as the owner.
- 6) **IMPORTANT:** Notify MassDOT once the registration process has been completed for the vehicle(s). In this way, we can ensure that vehicles were registered and titled correctly. Please e-mail Stefan Cejic (stefan.a.cejic@dot.state.ma.us) directly after registration.

Attachment: Merrimac MOU (Memorandum of Understanding with MEVA & COA for EV Vehicle)

November 8, 2023

If you have any questions, please refer to the [Massachusetts RMV Checklist](#) for registering a vehicle purchased from a dealer. Additional resources include the RMV's pages for applying for registration from a [Massachusetts or out-of-state dealer](#).

If you receive the title (s) OR if MassDOT does not receive the title(s) in the next 30 days, the registration application was filled out incorrectly.

If the title has been delivered to your organization, you must proceed with the following steps **AS SOON AS POSSIBLE**:

- 1) Notify MassDOT that you have received the title and are proceeding with the amendment steps.
- 2) Obtain a [Title Amendment form](#) from the Massachusetts RMV website.
- 3) Request to "Add a Lienholder" and complete sections A, B, and D on the form.
 - Section A should be filled out using the information provided by the vehicle title, as well as your organization's information.
 - Section B should be filled out as shown below.

B Adding a Lienholder (Original Certificate of Title Must Be Submitted with This Application)		
Date of Lien	Lienholder Code	Name of Lienholder
	C40410	MASS DEPT OF TRANSPORTATION RM 4160
Address		
10 PARK PLAZA, BOSTON, MA 02116		

- Section D requires only your signature.
- 4) Bring the title and the completed amendment form to the RMV to submit the request for a change. The title you are in possession of will become void, and the new title will be mailed directly to MassDOT, as first lienholder.
 - **NOTE:** The amendment procedure requires a \$25 Title Amendment Fee.
 - 5) **IMPORTANT:** Notify MassDOT once the amendment process has been completed for the vehicle(s). Please e-mail Stefan Cejic directly after amending the title (stefan.a.cejic@dot.state.ma.us).

If you have any questions, please refer to the [Massachusetts RMV Instructions](#) on how to amend your vehicle title.

Appendix A



MassDOT Disposition Procedure for Federally Funded Assets

Applies To:

All federally-funded vehicles, equipment, and aggregate supplies that:

- (1) Have reached their minimum useful life, based on MassDOT's useful life standards, (see Table 1 below) and;
- (2) Were or will be disposed of after November 15, 2021.

Background: The Federal Infrastructure Investment and Jobs Act (IIJA) changed the provisions for transit asset disposition [49 U.S.C. § 5334(h)(4)(B)] for federally-funded rolling stock, equipment and aggregate supplies that have met their minimum useful life, have a fair market value of more than \$5,000.00, and were disposed of after November 15, 2021. The new IIJA disposition provisions require that when Federal Transit Administration (FTA) recipients, including states, dispose of federally funded assets under these circumstances, they must return to the FTA the applicable federal share of the proceeds in excess of \$5,000.00. The recipient may retain a portion of the funds (\$5,000.00) and must return all funds in excess of \$5,000.00 to MassDOT for payment to the FTA.

To comply with the new IIJA disposition requirements, MassDOT has revised its disposition procedures for federally funded vehicles, equipment, and aggregate supplies that will be disposed of after November 15, 2021, and with a fair market value over \$5,000.00 for sub-recipients under the Community Transit Grant Program (CTGP) or other MassDOT Rail and Transit Division grant programs. Step-by-Step disposition instructions follow below.

Step-by-Step Disposition Instructions:

To determine the fair market value, MassDOT will utilize the services of an independent third-party appraiser. MassDOT will incur all costs associated with obtaining this appraisal. Should any sub-recipient choose to utilize their own independent third-party appraiser to determine the fair market value of the asset, MassDOT will accept that appraisal report. All costs associated by using an independent third-party appraiser of the sub-recipient's choosing will be the responsibility of the sub-recipient.

Note: MassDOT's Rail and Transit Division requires all sub-recipients who wish to dispose of a vehicle to contact the Asset Management Coordinator to discuss all available disposition options.

- A. The sub-recipient should notify the Asset Management Coordinator at MassDOT's Rail and Transit Division and include the following information:
 - a) A determination that the federally funded asset (vehicle, equipment or aggregate supplies) has met its minimum useful life according to MassDOT Useful Life Standards;
 - i. **Note:** The useful life in years refers to total time in revenue transit service, and does not include any time spent stockpiled or otherwise unavailable for regular transit use.
 - b) For sub-recipients who choose to utilize their own independent third-party appraiser: An appraisal report showing the fair market value of the asset.
 - i. **Note:** MassDOT will not release a lien on a title until an independent third-party valuation has been completed and provided to MassDOT and funds in excess of \$5,000.00 have been paid to MassDOT (see below).
- B. For assets with a value that has been determined to be greater than \$5,000.00, the sub-recipient shall return the amount above \$5,000.00 to MassDOT.
- C. The check must be made out to the Massachusetts Department of Transportation and sent to:
 - ii. MassDOT – Rail & Transit Division
 - iii. Asset Management Coordinator
 - iv. 10 Park Plaza, Suite 4160
 - v. Boston, MA 02116
- D. For assets with a value that has been determined to be less than \$5,000.00, it is MassDOT's intent to transfer title to the sub-recipient upon review of the appraisal report.
- E. MassDOT will release title to the asset once the above instructions have been followed.

Please contact the MassDOT Transit Division if you have questions.

If you are a direct recipient of Federal Transit Administration (FTA) funds, you may choose to have MassDOT transfer the vehicle's title to your organization. Please notify the Asset Management Coordinator to initiate this process.

Transfer Upon Reaching Useful Life:

Section 5310 permits a recipient to transfer equipment acquired with assistance under Section 5310 to any entity eligible to receive assistance under 49 U.S.C. § 53 with the consent of the entity currently in possession of such equipment.

MassDOT will permit a sub-recipient who is eligible to receive assistance under 49 U.S.C. § 53 to transfer equipment if and only if it will be used in accordance with Section 5310 program requirements.

Upon the successful completion of a transfer, MassDOT's obligation to ensure continuing satisfactory control of the vehicle(s) is extinguished with respect to the transferring entity. This obligation to ensure continuing satisfactory control will now become the responsibility of the sub-recipient.

Table 1. Summary of Useful Life Benchmarks

Table of Useful Life Benchmarks (ULB)			For Vehicles up to 2019		For Vehicles Delivered in 2020 and Beyond		2022 Update	
Asset Class	Asset Category	Vehicle Description	Age	Mileage	Age	Mileage	Age	Mileage
A	CU - Cutaway	Minivan type vehicle with one or 2 W/C positions and electronic accessibility ramp, seats up to 4 ambulatory passengers (less or no ambulatory capacity with W/C occupancy)	Four (4) Years	100,000	Six (6) Years	100,000	Eight (8) Years	100,000
EV	EV - Electric Vehicle	Medium Roof Electric-Powered Passenger Van, up to 2 wheelchair tie-down positions, single rear wheel	Not yet instated	Not yet instated	Not yet instated	Not yet instated	Eight (8) Years	100,000
E	CU - Cutaway Bus	Eight Passenger - Raised-roof "body-on-chassis cutaway," single rear wheel, with wheelchair lift, seats up to eight ambulatory passengers and has two wheelchair positions (less ambulatory capacity with wheelchair occupancy).	Five (5) Years	100,000	Six (6) Years	100,000	Eight (8) Years	100,000
E2	CU - Cutaway Bus	12 Passenger - Raised-roof "body-on-chassis cutaway," dual rear wheel, with wheelchair lift, seats up to 12 ambulatory passengers and has two (2) wheelchair positions.	Five (5) Years	100,000	Six (6) Years	100,000	Eight (8) Years	100,000
C	MB - Minibus	14 Passenger - Raised-roof body-on-chassis cutaway," dual rear wheel, with wheelchair lift, seats up to 14 ambulatory passengers and has four wheelchair positions (less ambulatory capacity with full wheelchair occupancy).	Seven (7) Years	150,000	Seven (7) Years	150,000	Eight (8) Years	150,000
LF	LF Low-Floor Cutaway	15 Passenger seating or 8 passenger seating plus 3 wheelchairs - Low-Floor cutaway, front wheel drive	Not yet instated	Not yet instated	Seven (7) Years	150,000	Eight (8) Years	150,000
D	MB - Minibus	16 Passenger - Raised-roof "body-on-chassis cutaway," dual rear wheel, with wheelchair lift, seats up to 16 ambulatory passengers and has four wheelchair positions (less ambulatory capacity with full wheelchair occupancy).	Seven (7) Years	150,000	Seven (7) Years	150,000	Ten (10) Years	150,000
<u>35' - Low Floor</u>	<u>BU - Bus</u>	<u>35 low floor bus</u>	<u>Fourteen (14) Years</u>	<u>500,000</u>	<u>Fourteen (14) Years</u>	<u>500,000</u>	<u>Fourteen (14) Years</u>	500,000
35'	BU - Bus	35 foot bus	Fourteen (14) Years	500,000	Fourteen (14) Years	500,000	Fourteen (14) Years	350,000
30'	BU - Bus	30 foot bus	Fourteen (14) Years	350,000	Fourteen (14) Years	350,000	Fourteen (14) Years	350,000
Truck	Equipment	Trucks and others	Eight (8) Years	N/A	Eight (8) Years	N/A	Eight (8) Years	N/A
Automobile	Equipment	Non-Revenue Service Automobiles	Five (5) Years	N/A	Five (5) Years	N/A	Five (5) Years	N/A

Attachment: Merrimac MOU (Memorandum of Understanding with MEVA &COA for EV Vehicle)

Appendix B



MAP Program Vehicle Monthly Report

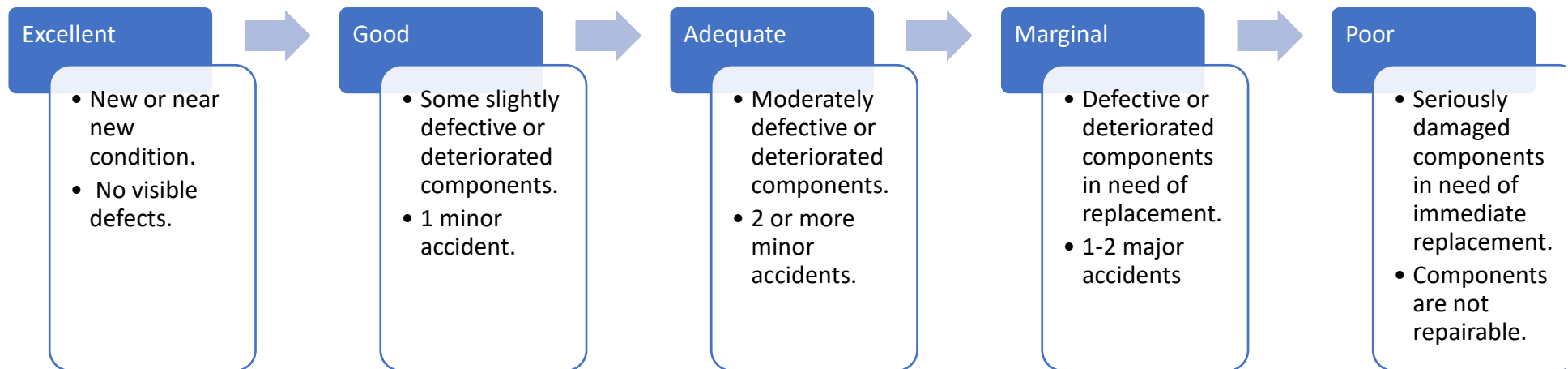
Month/Year Reporting _____

Vehicle Vin #	Vehicle ID #	Vehicle YR	Odometer Reading
UPT	Condition	Mechanical Failure	Accident
Comments:			
Vehicle Vin#	Vehicle ID #	Vehicle YR	Odometer Reading
UPT	Condition	Mechanical Failure	Accident
Vehicle Vin#	Vehicle ID #	Vehicle YR	Odometer Reading
UPT	Condition	Mechanical Failure	Accident
Comments:			
Vehicle Vin#	Vehicle ID #	Vehicle YR	Odometer Reading
UPT	Condition	Mechanical Failure	Accident
Comments:			

Attachment: Merrimac MOU (Memorandum of Understanding with MEVA & COA for EV Vehicle)



Asset Management Bus Condition Tool:



Appendix C

VEHICLE MAINTENANCE PLAN

AGENCY NAME

Attachment: Merrimac MOU (Memorandum of Understanding with MEVA & COA for EV Vehicle)

Instructions:

- Insert specific agency information in **red**.
- Examples of information are in *italics*.
- Instructional text to provide overview for the agency is in **bold**, should not be used as example or text.

OVERVIEW

This document presents the major responsibilities and procedures followed by the **AGENCY** in its day-to-day operations. The **AGENCY'S** primary goal is to maintain its transit rolling stock in a manner that ensures the safety of the riding public and employees. The **AGENCY** is responsible for effectively and efficiently maintaining all rolling stock in clean and good working order.

Major objectives of the maintenance program include the following:

- To maintain all rolling stock and service/staff vehicles in safe, clean and good working condition;
- To provide a preventive maintenance (PM) program with scheduled services for all rolling stock and staff/service vehicles and maintenance equipment (if applicable);
- To document all maintenance work performed and maintain well organized records of work performed; and
- To provide or contract for a well trained maintenance work force proficient in most aspects of vehicle maintenance.

MAINTENANCE MANAGEMENT

Explain who on the staff is in charge of maintenance and how maintenance is performed and monitored. Is it completed internally by qualified mechanics? Or does the agency have contracts with outside vendors for maintenance service? List all mechanics and shops used in this section and explain roles and responsibilities of the individuals inside your organization. Also explain, if outsourced, how outside contractors are managed.

VEHICLE INSPECTIONS

Transit vehicle safety and performance is key to providing transportation services. Regular inspections are essential for maintaining passenger safety, service reliability, and increasing the life span of each vehicle. Preventive vehicle maintenance requires the commitment to a predictable and appropriate inspection program. Inspection at the time a vehicle is delivered, daily pre-trip inspections, and scheduled preventive maintenance inspections are all important. Elements of these inspections and forms can be tailored to specific operations and equipment, but the inspections must be completed consistently and correctly.

Delivery Inspection

For ADOT 5310 recipients, vehicles are usually procured as a fleet by the ADOT Program Manager. The specification and vehicle requirements have been developed to provide the most serviceable and affordable vehicles possible. The vehicles are inspected at ADOT upon delivery from the vendor. However, **AGENCY** also completes an additional inspection when the vehicle arrives at our property to identify:

- VIN Number, Make, Model, Manufacturer;
- Visual check for any damage in route, such as cracks and dents;
- Visual check of interior for any damage;
- Operational performance of all systems such as windshield wipers, mirror, lighting, driver controls windows, roof ventilator;
- Labeling for ADA;
- Lift operation if applicable; and
- Road test for braking, acceleration, climate control.

Pre-Trip Inspection

Being able to spot a potential problem with a vehicle can prevent roadside breakdown. Pre-trip inspections require little time and help prevent higher repair costs. Pre-trip inspections should be done daily, or if vehicles are not used daily, prior to each use.

Explain agency procedures/program for pre-trip inspections here. Should include review of: oils/fluids, belts/hoses, tire pressure/lugs nuts, brakes, safety equipment, ADA features, body, cleanliness, and HVAC.

A Copy of our Pre/Post Trip Inspection Log is in Appendix X.

Explain how the agency handles information accumulated from pre-trip inspections. Are vehicles repaired based on pre-trip inspection findings? What type of finding forces a vehicle to come out

of service the day of inspection? Safety features should be identified as the highest priority for pull out and repair. ADA equipment repair is also a high priority.

Example:

Drivers as part of their daily routine are required to perform a thorough pre-trip inspection of their vehicle prior to starting the service. Included in the pre-trip inspection are the following items:

<i>Fluid Leaks under bus</i>	<i>Emergency Door & Buzzer</i>
<i>Loose wires, hose connections or</i>	<i>Headlights, Flashers & 4-way Flashers</i>
<i>Belts in Engine Compartment</i>	<i>Right Front Tire & Wheel</i>
<i>Oil Level</i>	<i>Front of Bus-Windshield</i>
<i>Radiator Coolant Level</i>	<i>Left Front Tire & Wheel</i>
<i>Battery</i>	<i>Exhaust System</i>
<i>Transmission</i>	<i>Left Side of Bus-Windows & Lights</i>
<i>Unusual engine noise</i>	<i>Left Rear Tires & Wheels</i>
<i>Gauges & Warning Light</i>	<i>Rear of Bus-Windows and Lights</i>
<i>Switches</i>	<i>Tailpipe</i>
<i>Horn</i>	<i>Right Rear Tire & Wheel</i>
<i>Fans & Defrosters</i>	<i>Right Side of Bus-Windows & Lights</i>
<i>Wipers & Washers</i>	<i>Drivers Seat & Belt</i>
<i>Inside & Outside Mirrors</i>	<i>Directional Lights</i>
<i>Brake Pedal & Warning Light</i>	<i>Parking Brake or Service Brake</i>
<i>Operation of Service Door</i>	<i>Steering</i>
<i>Emergency Equipment</i>	<i>Wheelchair Lift</i>
<i>First Aid Kit</i>	<i>Cleanliness of Interior</i>
<i>Entrance Steps</i>	<i>Condition of Floor</i>

Issues identified during the pre-trip inspection are categorized and prioritized under the following definitions:

- **Safety Defect** – The vehicle cannot be released until repairs are completed. Safety cannot be compromised.
- **Mechanical Defect** – A defect that will worsen and increase costs. Vehicle cannot be released until repairs are completed.
- **Elective Mechanical Defect** – A defect that does not compromise safety and will not cause further damage if operated but needs to be corrected prior to next PM cycle.
- **Elective or Cosmetic Defect** – Defect will not compromise safety and will not cause further damage or cost as it is an aesthetic defect. Vehicle should be scheduled for a future off-peak time or when repair parts will be on-hand, as determined by the Mechanic Supervisor, or delayed until the next scheduled PM.

Defects categorized as “safety” or “mechanical” are cause for exchanging the vehicle for one that is in good operating condition. Such defective vehicles are reported immediately by the driver, explaining the nature of the defect. A certified maintenance mechanic will check the

vehicle defect and if confirmed, place a red **“OUT OF SERVICE”** tag on the vehicle. The red **“OUT OF SERVICE”** tag remains on the vehicle until it is repaired and placed back in service by maintenance. Defects that do not affect safety are noted on pre-trip inspection form and given to the Dispatcher who forwards the form to the Mechanic Supervisor for later repair.

The Mechanic Supervisor will schedule repairs of defective vehicles and ensure that proper documentation of the repairs are prepared and filed in the vehicle maintenance file. All defect repairs are documented on Work Orders which include a description of the defect, the work performed, parts used, initials of the maintenance employee who did the repair work and the Mechanic Supervisor. In addition, all “safety” and “mechanical” defects, after they are repaired, must be initialed on the form by the maintenance employee who performed the repair work.

Periodic Inspection

Explain agency procedures/program for items that are inspected on a regular basis, but not necessarily daily. Explain what the items are and how often they are to be checked, what forms to use, etc. Items should include roof hatch, emergency door, fire extinguisher in date, first aid kit contents, and bodily fluid (blood-borne pathogens) kit contents.

ADOT Annual Vehicle Inspections

ADOT conducts annual vehicle safety inspections at their Equipment Services Division offices across the state. Our agency is notified that each vehicle under lien with ADOT is due for an annual inspection and our agency schedules the vehicle for inspection. If our agency has not been notified by ADOT, we schedule the inspection with ADOT to make sure we are compliant with the annual inspection requirement. A copy of the inspection report is provided to our agency by ADOT, once inspection is complete, to keep on file. These formal vehicle inspections do not replace any annual inspections required by the vehicle manufacturer.

PREVENTIVE MAINTENANCE INSPECTION / SCHEDULED SERVICE

Explain agency procedures for preventative maintenance (PM) here. The PM program is to be based on manufacturer's minimums, experience, and local conditions. This is usually expressed in terms of A-B-C-D inspections. The PM program should also address ADA features (wheelchair lifts), explain documentation (forms) for PM activities, and how PM activities are tracked.

Include forms in Appendix.

If wheelchair lift preventive maintenance (PM) is done separately from the other PM inspections then it is usually based on cycles or time. If cycles, the manufacturers recommend preventive maintenance is usually 1,700 cycles, not 500. For small providers, ADOT recommends annually or semi-annually. Please make sure whatever the PM program is for lifts, that it defined in the maintenance plan and PM forms.

Example:

PM inspections are designed to provide checks of all vehicle components, allowing adequate time for the repair of worn or broken parts. Inspection intervals should be determined based on the agency size and vehicle daily usage. (Larger agencies with heavy usage may elect to inspect vehicles more often than smaller systems with light loads.) Each successive inspection includes all of the elements of the previous inspection (e.g. the C level inspection has its own elements, as well as those from A and B level inspections.)

- a. *A Level Inspection – 3,000 Miles or Two Months*
- b. *B Level Inspection – 9,000 Miles or Six Months*
- c. *C Level Inspection – 24,000 Miles or Twelve Months*
- d. *D Level Inspection – 100,000 Miles – Major Overhaul*

Detailed inspection forms should be developed for each of the inspections. Each form should include a checklist on which the mechanic can check off each element inspected. Preventive Maintenance activities are included in each of the inspections and include the replacement of worn parts, with larger repairs reserved for the less frequent inspections and more common parts scheduled for the frequent inspections.

Americans with Disabilities Act (ADA) and Maintenance:

- *During each PM inspection all ADA-mandated accessibility features, i.e., wheelchair lift/ramps, wheelchair tie downs and P.A. systems are determined to be free of defects and in proper working order. Lift PM is performed every 500 cycles.*
- ***AGENCY** is aware that a vehicle with an inoperable lift must be removed from service before the next day, unless no spare vehicle is available. In this case, the vehicle must not be in service for more than three days.*

PM PROGRAM SCHEDULING / FILES

Explain how the agency schedules PMs and files/record retention here. All maintenance should be documented, a file should be kept for each bus, accompanied by a service summary log. Document how PM activities are scheduled, either via absolute or relative scheduling,

Example Only:

The automated fleet management system schedules vehicle preventive maintenance inspections in advance, based on the vehicle mileage recorded in the automated system at the latest time of refueling. Inspection schedules for preventive maintenance have been developed in accordance with manufacturer recommended intervals. The Shop Supervisor plans the daily maintenance work assignments including scheduled preventive maintenance as well as corrective repairs.

Based on the daily schedule, the Mechanic Supervisor prepares Work Orders for each day, ensures that the necessary parts are available and assigns work to the maintenance staff as appropriate.

After repairs are completed, the maintenance person responsible for completing the work initials the PM form and the Work Order indicating the work performed and parts used. The Fleet Section Manager reviews and approves all work performed. The Parts Invoices and PM form are filed in the individual vehicle file as documentation that the maintenance work was performed. These files are maintained in the Maintenance Clerk's office.

The Work Orders are kept electronically in the Fleet Management software database.

WARRANTY TRACKING

Explain how the agency tracks buses and parts under warranty. Ensure that warranties are addressed by an authorized warranty repair mechanic.

Example:

AGENCY shall follow a strict policy of securing restitution for all defective products and parts that are covered by the manufacturer's warranty.

The computer maintenance program allows for recording of all warranty parts and labor for each vehicle. In addition, the work order/parts history report for each vehicle makes it easy for management to see if a replacement part may still be under warranty.

Our fleet has the following warranties:

Ford Small Buses:

<i>Body and Paint</i>	<i>5 yrs</i>	<i>50,000 miles</i>
<i>Axles and Differential</i>	<i>3 yrs</i>	<i>36,000 miles</i>
<i>Suspension</i>	<i>3 yrs</i>	<i>36,000 miles</i>
<i>Engine</i>	<i>3 yrs</i>	<i>36,000 miles</i>
<i>Block, cam, crank, rods</i>	<i>3 yrs</i>	<i>36,000 miles</i>
<i>Torque Shift Transmission</i>	<i>3 yrs</i>	<i>36,000 miles</i>
<i>Carrier Air Conditioning</i>	<i>1 yr</i>	
<i>Nevelle Alternator</i>	<i>3 yrs</i>	<i>36,000 miles</i>

VEHICLE CLEANING

Explain how the agency cleans vehicles on a regular basis. Procedures should include interior, and exterior of the vehicle, daily, weekly and monthly duties, and quality assurance.

Example:

Each vehicle that is used in revenue service is cleaned internally and externally on a scheduled basis. Contract operator personnel are responsible for completion of cleaning work under the direction of the Operations Manager.

Activities performed in the daily vehicle cleaning regimen include the following:

- *Sweep entire bus floor including drivers area and step wells*
- *Wet mop entire bus floor including drivers area and step wells*
- *Wipe seats, handrails and dashboard*
- *Clean all interior windows*
- *Wash exterior of bus*
- *Empty trash container*

FLEET LIFE PLAN

AGENCY has **WRITTEN NUMBER (X)** buses in active service. All of the buses and vans that are handicapped-equipped are capable of being used for paratransit service.

Active Service Fleet:

AGENCY has **WRITTEN NUMBER (X)** buses in active service. A breakdown of the fleet follows:

Example:

<i>Quantity</i>	<i>Year</i>	<i>Make</i>	<i>Seats</i>	<i>Service Life</i>	<i>In Service</i>	<i>Replace Date</i>
6	2006	Ford	12	8 yrs	8 yrs	2015
2	2012	Ford	18	8 yrs	2 yrs	2021
2	2012	Ford	8	10	2 yrs	2023

AGENCY current bus schedule requires **X** buses in peak service. With **X** active buses in the fleet, that leaves **X** buses as spares and a spare ratio of **X** divided by **X** = **X%**.

X number of **AGENCY** vehicles are equipped with wheelchair lifts.

Bus Maintenance Scheduling Worksheet

Mileage scheduling interval: 500

Bus Number	Year	Make	Inspection Interval	Mileage Last PM	Current Mileage	Mileage PM Due	Mileage to Next PM	Status
15	1997	Plymouth Van	3,000	139,244	140,974	142,244	1,270	OK
20	1998	Ford Windstar	3,000	133,667	133,322	136,667	3,345	OK
22	1997	Plymouth Van	3,000	132,239	132,031	135,239	3,208	OK
30	2001	Ford/Bus GCII	5,000	125,370	133,612	130,370	(3,242)	LATE
34	2002	Dodge Caravan	3,000	69,937	71,584	72,937	1,353	OK
37	2003	Ford/Bus GCII	5,000	111,984	115,082	116,984	1,902	OK
38	2003	Ford/Bus GCII	5,000	139,159	136,308	144,159	7,851	OK
39	2003	Ford/Bus GCII	5,000	137,513	141,581	142,513	932	OK
40	2003	Ford/Bus GCII	5,000	72,650	72,961	77,650	4,689	OK
41	2001	Ford/Bus GCII	5,000	71,300	76,150	76,300	150	SCHEDULE
42	2004	Ford/Bus GCII	5,000	76,000	77,419	81,000	3,581	OK
43	2004	Ford/Bus GCII	5,000	88,770	92,089	93,770	1,681	OK
44	2004	Ford/Bus GCII	5,000	90,560	93,001	95,560	2,559	OK
45	2004	Ford/Bus GCII	5,000	110,000	112,514	115,000	2,486	OK
46	2006	Ford/Bus GCII	5,000	23,281	28,459	28,281	(178)	PAST DUE
47	2006	Ford/Bus GCII	5,000	27,824	30,711	32,824	2,113	OK
48	2006	Ford/Bus PACER	5,000	26,806	28,030	31,806	3,776	OK
49	2006	Ford/Bus PACER	5,000	25,695	26,161	30,695	4,534	OK
50	2006	Ford/Bus PACER	5,000	10,000	19,738	15,000	(4,738)	LATE
51	2006	Ford/Bus PACER	5,000	43,986	45,326	48,986	3,660	OK
52	2006	Dodge Caravan	3,000	10,756	11,061	13,756	2,695	OK

Lift Maintenance Scheduling Worksheet

Count scheduling interval: 50

Bus Number	Year	Make	Inspection Interval	Count Last PM	Current Count	Count PM Due	Cycles to Next PM	Status
15	1997	Plymouth Van	750			750	750	OK
20	1998	Ford Windstar	750			750	750	OK
22	1997	Plymouth Van	750			750	750	OK
30	2001	Ford/Bus GCII	750	4,872	5,623	5,622	(1)	PAST DUE
34	2002	Dodge Caravan	750			750	750	OK
37	2003	Ford/Bus GCII	750	4,287	5,034	5,037	3	SCHEDULE
38	2003	Ford/Bus GCII	750	5,342	5,872	6,092	220	OK
39	2003	Ford/Bus GCII	750	6,432	6,932	7,182	250	OK
40	2003	Ford/Bus GCII	750	7,520	8,149	8,270	121	OK
41	2001	Ford/Bus GCII	750	8,325	8,756	9,075	319	OK
42	2004	Ford/Bus GCII	750	6,354	7,098	7,104	6	SCHEDULE
43	2004	Ford/Bus GCII	750	5,448	5,873	6,198	325	OK
44	2004	Ford/Bus GCII	750	5,435	6,132	6,185	53	OK
45	2004	Ford/Bus GCII	750	6,487	7,232	7,237	5	SCHEDULE
46	2006	Ford/Bus GCII	750	4,463	5,076	5,213	137	OK
47	2006	Ford/Bus GCII	750	4,504	5,234	5,254	20	SCHEDULE
48	2006	Ford/Bus PACER	750	4,643	5,432	5,393	(39)	PAST DUE
49	2006	Ford/Bus PACER	750	4,287	5,183	5,037	(146)	PAST DUE
50	2006	Ford/Bus PACER	750	4,983	5,243	5,733	490	OK
51	2006	Ford/Bus PACER	750	5,101	5,734	5,851	117	OK
52	2006	Dodge Caravan	750			750	750	OK
0	0	0	750					



Agenda Item
Public Works
08/19/24

Plumbing Inspector Appointment Change

Subject:

Please appoint Ken Dunn as the Plumbing Inspector and Ron Caruso as the Alternate Plumbing Inspector.



Agenda Item
Merrimac Select Board
08/19/24

Interest from Merrimac Youth Soccer to Discuss Town Forest Field

Subject:

Attachments:

Town Forest Field

From: [Jonathan Caulfield](#)
To: [Jennifer Penney - Select Board \(X3080\)](#)
Subject: Re: Town Forest
Date: Monday, August 12, 2024 8:48:33 PM

Hi Jennifer,

As a board, we are open to a dialog around the Town Forest field.

Please let us know how we should proceed from here.

Have a great day,

Jonathan Caulfield
Merrimac Youth Soccer
 President | U10 Boys Director | Coach
 Merrimacsoccer.com

On Tue, Jun 11, 2024 at 12:15 PM Jennifer Penney - Select Board (X3080)
 <selectmen@townofmerrimac.com> wrote:

Good afternoon,

Please see the attached letter. Thank you.

Best,

Jennifer Penney

Executive Assistant, Notary Public

Office of the Select Board

Town of Merrimac

4 School St.

Merrimac, MA 01860

P: 978-346-8862

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

Attachment: Town Forest Field (Interest from Merrimac Youth Soccer to Discuss Town Forest Field)

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

Notice:

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



Agenda Item
Merrimac Select Board
08/19/24

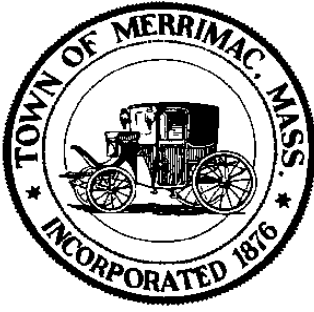
Jen Penney Time Off Request

Subject:

Attachments:

Jen Penney Time Off Request 080124

Jen Penney Time Off Request 081224



TOWN OF MERRIMAC

Board of Selectmen

2 School Street

Merrimac, MA 01860

(978) 346-8862

FAX (978) 346-7832

EXCUSED LEAVE REQUEST FORM

Employee Name: _____Jennifer Penney_____

Date of Request: _____08/01/24_____

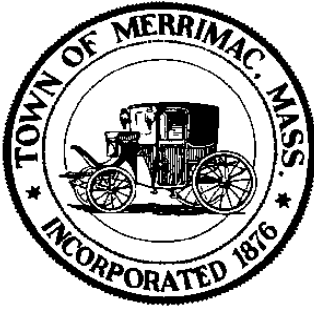
Dates Requested	Number of Hours	Charged As
_____11/12/24_____	_____3.5_____	____Vacation____
____11/13-11/19/24____	_____32_____	____Vacation____

Jennifer Penney
 Employee Signature

 Supervisor Approval

Time may be taken in half hour increments ONLY.

Attachment: Jen Penney Time Off Request 080124 (Jen Penney Time Off Request)



TOWN OF MERRIMAC

Board of Selectmen

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

EXCUSED LEAVE REQUEST FORM

Employee Name: _____ Jennifer Penney _____

Date of Request: _____ 08/12/24 _____

Dates Requested	Number of Hours	Charged As
_____ 08/20/24 _____	_____ 8 _____	_____ Vacation _____

Jennifer Penney
Employee Signature

Supervisor Approval

Time may be taken in half hour increments ONLY.

Attachment: Jen Penney Time Off Request 081224 (Jen Penney Time Off Request)



Agenda Item
Merrimac Select Board
08/19/24

Request for a Dodgeball Fundraiser - Merrimac Police Dept.

Subject:

Attachments:

Dodgeball Fundraiser

From: [Chris Manni - Chairman](#)
To: [Jennifer Penney - Select Board \(X3080\)](#)
Subject: Fwd: Dodgeball Fundraiser
Date: Monday, August 19, 2024 9:20:20 AM

Good morning Jen!

Can we add to tonight's agenda?

Thanks again!

Chris Manni

Sent from my iPad

Begin forwarded message:

From: Jonathan Hewey [REDACTED]
Date: August 18, 2024 at 12:05:45 AM EDT
To: Chris Manni - Chairman <selectman2@townofmerrimac.com>
Subject: Dodgeball Fundraiser

Good Evening Selectman Manning,

My name is Jonathan Hewey, I am one of the full time police officers for the town of Merrimac. I am looking to start up a fundraiser for the Merrimac Police Department to help provide us with some extra money to help give back and do more projects to help the community and others. I was thinking of starting up a dodgeball tournament at the town forest soccer fields. The time frame I was thinking was a weekend day in October. I believe there are youth soccer games in the morning on most weekends but I am not sure what times they are or what time the fields would be free to use if this idea is allowed. I tried asking around to get an idea and have been unsuccessful. If this is something that you think would be allowed and if you could help me find a good date and time where the fields are free I would love to make this happen. Thank you for your time and enjoy the rest of your weekend!

Respectfully,

Jon Hewey

Attachment: Dodgeball Fundraiser (Request for a Dodgeball Fundraiser - Merrimac Police Dept.)



Agenda Item
Merrimac Select Board
08/19/24

4. to Discuss the Deployment of or Strategy Regarding Security Personnel or Devices

Subject:



Agenda Item
Town Clerk
08/19/24

Elections

Subject:

To The Honorable Select Board,

I am requesting an executive session with you regarding elections. I am requesting executive session under:

4. To discuss the deployment of security personnel or devices, or strategies with respect thereto

Respectfully,

Gwen Lay Sabbagh,

Town Clerk



Agenda Item
Merrimac Select Board
08/19/24

7:30 PM 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.

Subject: