



Merrimac Select Board

Select Board Meeting

09/09/24

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

Recorded and Televised

III. APPROVE AGENDA

1. Motion to approve

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

IV. MINUTES APPROVAL

1. Merrimac Select Board - Select Board Meeting - Aug 19, 2024 7:00 PM

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

V. APPROVAL OF PAYROLL AND VENDOR WARRANT OF AUGUST 19, 2024 AND SEPTEMBER 3, 2024

1. Motion to approve

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.

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

VI. CORRESPONDENCE

1. Board of Health Request for Meeting_Inter-Municipal Agreement for the Merrimac Valley Public Health

Manni would like to meet confirm date with Board of Health

2. Resignation of Wayne Flewelling as Tenant Advocate from Merrimac Housing Authority
3. National Fitness Campaign _ August Newsletter
4. PRSD Regional Agreement and Lease
5. Holiday News Article Opportunity
6. Courtesy Copy of Zoning Enforcement Request
7. Letter of Interest - Board of Light Commissioners
8. Xfinity Starz Channel Increase

Information for the board and residents

9. Strong Towns Event - September 18Th
10. Save the Date! State of Schools

Pentucket Regional School District invites 3 select board members, school committee, finance committee to meet.

11. Alcoholic Beverages Control Commission LLA_Quota_Report
12. FEMA Flood Map Update_ Your Response Requested
13. Email from Margaret Sullivan _3-5 Highland Rd

Manni addresses Margaret Sullivan; she says time is of the essence because of the situation with her house. Manni will schedule with Sullivan to help her navigate the issues.

14. Comcast Digital Equity- Resources
15. Motion to file correspondence

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

VII. OLD BUSINESS

None.

VIII. AGENDA ITEMS

1. Town Administrators Reportt

Conditional Kelleigh Greaney. Recommends the board appoint Kelleigh Greaney as assistant assessor. Motion to appoint kelleigh Greaney to the assisstant assessor. Motion passes.

Community compact grant-2 responses back; McLeod confirms asks if they want to do town manager/government and Brienne Walsh for Senior Ctr.

Preliminary warrant sent to legal counsel. 2 articles to balance budget; and an article for conservation protection. Gustison asks about ADU bylaw. This language will clean up the differences between the state and local. If not passed at town meeting, the state rules will supersede. Town meeting is October 21st.

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

3. Motion to appoint Kelleigh Greaney to the assistant assessor.

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

2. AHBT Appointment_Bridget Batcheller

Motion to appoint

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

3. Property Use Request_Merrimac Police Department Dodgeball Fundraiser

Officer Hewey has a commitment to a community project; have him check with Merrimac Soccer, John Caulfield, to make sure there is no conflict. Adams asks if there is a centralized schedule for property; we do not have the resources to manage.

4. Property Use Permit_Donaghue School_Flag Football

September and October; Manni doesn't believe anyone is using fields. Motion to approve

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

5. Property Use Permit_Town Square_Pentucket Soccer 091424

Gustison would like to have the applicant be there with the kids or to have another adult present; Manni says they have to be accompanied by an adult;
Motion to approve with parental support

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

6. Property Use Permit_Fire Station_Jeanne Geiger Banner

Motion to approve

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

7. Property Use Permit_Sweetsir School_Runner's Circle 121524

Motion to approve

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

8. Conditional Offer Letter_Kelleigh Greaney

Discussed in McLeod's report.

9. Resignation of Joanne Ricardelli from Fire Department

Motion to accept resignation

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

10. Whittier Tech Update

Manni attended meeting; Newburyport and their counsel presented some changes. The overall sentiment from City of Haverhill is that they won't open up the regional agreement. Manni feels the people spoke with the last vote; collaboration study with Northern Essex kicks off Sept 19th. Adams says it would have to be half the cost. Manni says were going to keep going with the process to do what we can come up with a fair and equitable agreement.

11. Time Off Request- Jen Penney

Motion to approve

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

12. Tax Abatement for Veterans

Jim Trott of 21 Union St. wants to increase the amount of tax abatement for veterans. He was wondering if there is any free cash to double the amount. Trott would like his request to be on the next town meeting. Gustison says tabling this item until the end of the last town meeting wasn't out of disrespect, but so they could be sure there was enough money. Gustison says Trott has the support, and if they can get it, they will. McLeod says they are committed to revisit it at the spring town meeting. Gustison thanks Mr. Trott for his service.

IX. EXECUTIVE SESSION

1. 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 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 at 7:32pm roll call vote will come out only to adjourn
Gustison-yes; Manni-yes; Bruno-yes;Adams-yes motion passes.

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

X. ADJOURN

Motion to come out of executive session at 7:46pm and adjourn roll call vote. Gustison yes; Manni yes; Bruno yes; Adams yes; Motion passes

**Merrimac Select Board**

2 School Street

Merrimac, MA 01860

Meeting: 09/09/24 07:00 PM

Department: Merrimac Select Board

Category: Information

Prepared By: Jennifer Penney

Initiator: Jennifer Penney

Sponsors:

SCHEDULED

CORRESPONDENCE (ID # 8827)

DOC ID: 8827

**Board of Health Request for Meeting_Inter-Municipal
Agreement for the Merrimac Valley Public Health****COMMENTS - Current Meeting:**

Manni would like to meet confirm date with Board of Health

**Merrimac Select Board**

2 School Street

Merrimac, MA 01860

Meeting: 09/09/24 07:00 PM

Department: Merrimac Select Board

Category: Information

Prepared By: Jennifer Penney

Initiator: Jennifer Penney

Sponsors:

SCHEDULED

CORRESPONDENCE (ID # 8825)

DOC ID: 8825

Resignation of Wayne Flewelling as Tenant Advocate from Merrimac Housing Authority

From: [Gwen Lay Sabbagh - Clerk \(X3030\)](#)
To: [Jennifer Penney - Select Board \(X3080\)](#)
Subject: FW: tenant advocate
Date: Wednesday, August 14, 2024 3:21:14 PM

Hi Jenn,
 Didn't know if you saw this or not...
 Thanks!
 Gwen

From: Annmary Connor <AConnor@amesburyha.com>
Sent: Wednesday, August 14, 2024 8:54 AM
To: wayne flewelling <flewelling53@gmail.com>
Cc: CANDIE BENJAMIN <candiebenj@aol.com>; Gwen Lay Sabbagh - Clerk (X3030) <townclerk@townofmerrimac.com>
Subject: Re: tenant advocate

Thank you, Wayne, for dedication to the Merrimac Housing Authority.

Warmly,

Annmary

Dr. Annmary I. Connor
 Executive Director
 Amesbury & Merrimac Housing Authority
 180 Main Street
 Amesbury, Ma 01913
 978.388.2022 Ext. 11

From: wayne flewelling <flewelling53@gmail.com>
Sent: Wednesday, August 14, 2024 6:19 AM
To: Annmary Connor <AConnor@amesburyha.com>
Subject: tenant advocate

as of this email I regretfully submit my resignation as tenant advocate commissioner.

Attachment: Resignation of Wayne Flewelling as Tenant Advocate from Merrimac Housing Authority (Resignation of Wayne Flewelling as

**Merrimac Select Board**

2 School Street

Merrimac, MA 01860

Meeting: 09/09/24 07:00 PM

Department: Merrimac Select Board

Category: Information

Prepared By: Jennifer Penney

Initiator: Jennifer Penney

Sponsors:

SCHEDULED~~CORRESPONDENCE (ID # 8824)~~~~DOC ID: 8824~~**National Fitness Campaign _ August Newsletter**

From: [Carol McLeod - Finance \(X3040\)](#)
To: [Jennifer Penney - Select Board \(X3080\)](#)
Subject: FW: National Fitness Campaign | August Newsletter
Date: Tuesday, August 20, 2024 10:22:14 AM

FYI – possible Grant info for Playground Committee when formed.

Carol A. McLeod, CMMT, MCPPO

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

Office Hours:

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

From: National Fitness Campaign <news@nfchq.com>
Sent: Tuesday, August 20, 2024 10:01 AM
To: Carol McLeod - Finance (X3040) <cmcleod@townofmerrimac.com>
Subject: National Fitness Campaign | August Newsletter

Back to School: Supporting Students' Mental and Physical Health

Welcome to a special Back-to-School edition of NFC's monthly newsletter. As colleges and school districts around the country head back to the classroom, we're spotlighting some incredible campaign partners who are prioritizing wellness on campus and within their communities.



Leading the Charge in Kentucky

When John Lovell from Muhlenberg County Public Schools heard about the National Fitness Campaign from his friend in Panama City, FL who loved working out on their local Fitness Court®, he started to research more about the process of bringing the campaign to Muhlenberg County.

In working alongside NFC's team from the first meeting to the ribbon cutting, [*John shares how the Mustangs built consensus to become the first High School partner in Kentucky.*](#)

His best advice for other communities and schools interested in learning more about the campaign? Don't be afraid to ask for help. He adds, "There are numerous grants and organizations that would love to partner for the betterment of their community."

[Learn About Grant Funding](#)

Campus Champion Spotlights



University of Illinois Urbana-Champaign

As the first higher education partner in the **Blue Cross and Blue Shield of Illinois** campaign, the Fitness Court Studio is accessible to 65,000 students, faculty and staff and within 10 minutes of 48,211 local residents.

[Read the full spotlight.](#)



University of Charleston

"This Fitness Court is a fantastic addition to the University of Charleston and the entire Charleston community," said Senator Joe Manchin III. "It's an excellent example of how we can work together to promote healthier lifestyles and ensure that fitness opportunities are available to all." [Read the full spotlight.](#)

Education campaign partners receive exclusive support, programming and services that go beyond the Fitness Court. From PE and academic curriculum to fitness programming and health and wellness challenges, the NFC initiative is designed to engage students, faculty and staff for decades.

Learn More About the Healthy Schools Campaign

NEW - Webinar Series



**We're excited to introduce a brand-new webinar series:
Activating Your Fitness Court: Building Awareness 101**

WHAT: This webinar is designed to guide city and education leaders on how to maximize the impact of their newly launched or existing Fitness Court by building community awareness, sustaining engagement and promoting the Fitness Court as a central wellness hub. Participants will learn effective strategies for ongoing promotion, leveraging NFC resources, and creating a vibrant community around this free outdoor fitness amenity.

WHEN: Thursday, September 12 · 1:00 – 2:00pm ET

WHY: To activate your wellness hub to its fullest potential!

Space is Limited -- Sign Up Today!

Breaking Those Back-to-School Blues

We don't think it's a coincidence that National Wellness Month falls during the same time that students head back to school. With [teen mental health issues on the rise](#), it's more important than ever to prioritize everyone's mental, physical and emotional health not just for students, but for parents preparing them for a successful year as well. A 2024 longitudinal study showed that while anxiety levels peak during school transitions, the most significant way to ease those transitions is a supportive environment.

In this month's [featured blog post](#), we focus on wellness tips and the importance of that supportive home environment to beat those back-to-school blues, starting the year off strong and healthy.

[Wellness Tips to Get You Ready for the School Year](#)

Campus Ambassador Testimonial



*"The Fitness Court has been a **beacon of energy** for our campus and the **entire Odessa College community**. From our collegiate athletic programs, to community fitness classes and even adaptive training programs; the Fitness Court provides a clean, efficient and inclusive space for ANYONE to put in the work and have fun doing it." Read more on Odessa College: [Celebrating a New Fitness Court and OC Legend](#).*

Campus Awards and Accolades

The College of New Jersey (TCNJ): TCNJ is one of only 145 universities and colleges [to be honored](#) by the *Exercise is Medicine* Program for creating a culture of wellness on campus. The college earned a silver-level designation for engaging students, faculty and staff in education initiatives and exercise as part of the daily campus culture.

Photo credit: TCNJ



Kutztown University and Kutztown Community Partnership: This vibrant Pennsylvania campus community continues to stacking up the awards for their collaborative work at the Keith Haring Fitness Court. Embedded into the curriculum, the Keith Haring Fitness Court has received a [statewide award](#) along with a coveted [Greater Reading Chamber Alliance award](#). Activation continues with the second [Annual Keith Haring Day](#) (*pictured above*) with college students leading demonstrations for community members and local high-schoolers. The sky is the limit for this healthy campus and community!

Photo credit: Amy Shortell/The Morning Call



Oakland University (OU): August 2024's [Rec of the Month for Campus Recreation Magazine](#) goes to one NFC's first campus partners. Located in Oakland County, Michigan, OU Recreation and Well-Being (Rec Well) has a 26-year history of shaping the campus culture by providing students, faculty, staff and community members opportunities to develop their minds and bodies through powerful programs impacting the entire campus community.

Photo credit: Campus Recreation Magazine

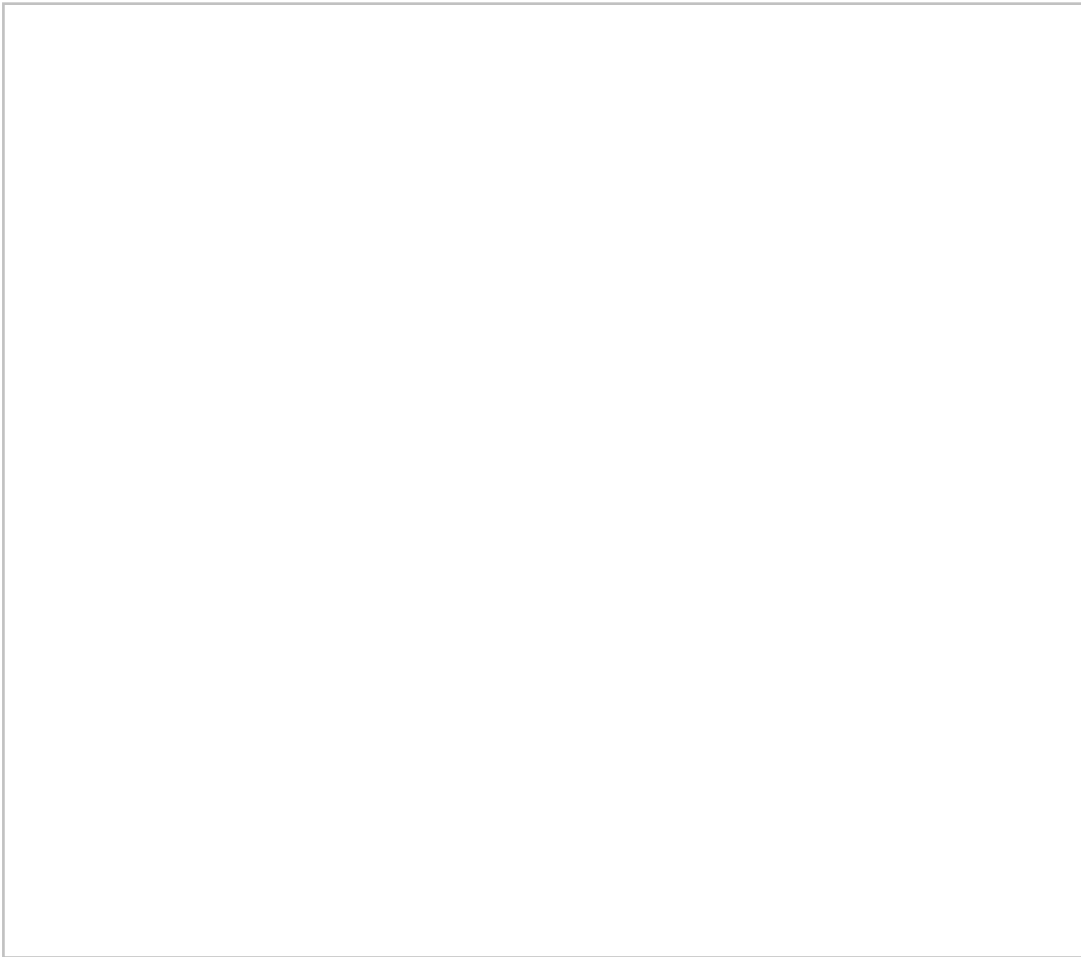
What We're Reading

group of adults pose in front of fitness court



- **Google:** Selena Gomez and Google [fund](#) teen mental health resources in schools.
- **Science Direct:** Time spent outside shown to improve [resilience](#) in youth.
- **AfterBabel.com:** Journalist sends teens off on a smart-phone free camping trip -- unsupervised; [teens flourish](#).

Social Spotlight



*Have a success story to share from your healthy school or community on
how Fitness Courts are changing health outcomes?*

We want to hear from you! Send your stories to news@nfchq.com





[View this email in your browser](#)

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**Merrimac Select Board**

2 School Street

Merrimac, MA 01860

Meeting: 09/09/24 07:00 PM

Department: Merrimac Select Board

Category: Information

Prepared By: Jennifer Penney

Initiator: Jennifer Penney

Sponsors:

SCHEDULED~~CORRESPONDENCE (ID # 8823)~~~~DOC ID: 8823~~**PRSD Regional Agreement and Lease**

From: [Carol McLeod - Finance \(X3040\)](#)
To: [Jennifer Penney - Select Board \(X3080\)](#)
Subject: Regional Agreement and Lease
Date: Tuesday, August 20, 2024 10:11:40 AM
Attachments: [Regional Agreement Final Approved 2019.pdf](#)
[Lease Merrimac.pdf](#)

Please see attached – per the agreement PRSD leases the land and buildings. They are responsible for repairs and maintenance and insurance for the use.

I believe if PRSD wants to construct a playground – it should be submitted as a Capital request during the budget process.

Thank you!

Carol A. McLeod, CMMT, MCPPO

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

Office Hours:

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

Attachment: PRSD Regional Agreement and Lease (PRSD Regional Agreement and Lease)

**PENTUCKET REGIONAL SCHOOL DISTRICT
ELEMENTARY SCHOOL
LEASE AGREEMENT**

This Lease is made this 3rd day of June, 2013, by and between the Town of Merrimac, a municipal corporation located in Essex County, Massachusetts (the "Town") and the Pentucket Regional School District (the "District"), a Regional School District organized under the provisions of the Massachusetts General Laws, Chapter 71, Section 14C and subject to the provisions of the Regional Agreement between the Towns of Groveland, West Newbury and Merrimac, wherein the parties agreed that the Town shall Lease to the District the land and buildings known as the Frederick N. Sweetsir School and the Helen R. Donaghue School. When the Regional Agreement is mentioned in this document, it refers to the most recently approved Regional Agreement (a copy of which is appended to this Lease as Exhibit 'A') or the Agreement as it may be amended during the term of the lease by the Towns and the District. In consideration of the mutual covenants contained herein, and intending to be legally bound hereby, the Town and the District hereby agree as follows:

Section I. Premises:

(a) The Town hereby leases to the District and the District hereby leases from the Town, upon and subject to the terms, conditions, covenants and provisions hereof, the land consisting of 12.5 Acres +/- and shown on the plan attached hereto as Exhibit B "Area of Leased Land", and the land consisting of 13.4 Acres +/- shown on the plan attached hereto as Exhibit C "Area of Leased Land" together with any and all buildings, improvements, installed equipment, appurtenances, rights, privileges, and easements benefiting, belonging or pertaining thereto and together with all of the Town's right, title and interest in any equipment, materials or other personal property of every nature and description, located upon the leased premises. Subject to applicable law and regulation as it may be amended from time to time, the Town may use the leased premises with the approval of the School Committee, which shall not withhold such approval unless educationally necessary. At the request of the Town, the School Committee hereby approves public access across the land which comprises part of the leased premises for the purpose of accessing other property owned by the Town, provided that such public access may be limited by the School Committee and/or the school administration to times when there are no school-related or school-authorized activities being conducted at the leased premises and further provided that this approval does not extend to the buildings, improvements and structures located on the leased premises. This approval may be rescinded or further restricted by the School Committee in order to comply with applicable law and regulation as the same may be amended from time to time or in the event that the School Committee reasonably deems it necessary to ensure the safety and security of students, school personnel, school property or equipment, or by agreement with the Town. The School Committee may permit use of the property by the Town and/or by third parties in accordance with the terms of M.G.L. c. 71, §71 and the Town hereby consents to such use by third parties.

Section II. Term: The initial term of this Lease shall be for a period of 20 years commencing on July 1, 2012 and ending on June 30, 2032. This Lease may only be amended by written agreement of the Town and the District, duly executed by the authorized designees of each party. Furthermore, this Lease will terminate upon the withdrawal of the Town of Merrimac from the Pentucket Regional School District at the Elementary School or Regional level. This Lease will also terminate if the Pentucket Regional School

Attachment: Lease Merrimac (PRSD Regional Agreement and Lease)

District determines that the land, with the building and other improvements thereon, is no longer needed for the educational program of the District.

Section III. Rent: The rent for the entire term of this Lease is one (\$1.00) dollar, payable upon execution.

Section IV. Use of the Premises: The primary use of the leased premises shall be as an elementary school servicing students and for any other lawful school purpose, as determined from time to time by the Regional School District in conformity with M.G.L. Ch. 71 and the Regional Agreement. The Town shall make all reasonable efforts to use the buildings when the services of a janitor would otherwise be provided. The Town shall be permitted to use the school as an emergency facility, should the building be so designated as an emergency facility by any local, state or federal authority. The Town shall also be permitted to use the school for a Summer Recreation Program from a date in June through a date in August, not to conflict with school opening and closing dates. The Town shall also be permitted to use the school for Elections and Town Meetings and other uses as deemed necessary by the Board of Selectmen.

Section V. Utility Expenses: The District shall, during the term of this Lease, pay and discharge punctually, as and when the same become due and payable, all charges for wastewater, water, steam, heat, gas, hot water, electricity and other service or services furnished to the Premises or to the occupants thereof during the term of this Lease (hereinafter called "utility expenses"); and it shall operate and maintain the wastewater system and keep such systems in good working condition in conformity with applicable state and local regulations. Furthermore, the District shall keep and maintain records in regards to the wastewater systems and provide such records to the Town upon request

Section VI. Improvements, Additions, Repairs, and Replacements:

- a) Responsibility for construction, reconstruction, improvements, maintenance, ordinary and extraordinary repairs, renovations and replacements shall be governed by the terms of the Regional Agreement and, to the extent that such language does not conflict with the Regional Agreement, by the terms of this Lease. Except as otherwise provided in the Regional Agreement or in this Lease (and, with respect to other provisions of this Lease, such other provisions shall be given effect only to the extent that the same are not in conflict with the terms and provisions of the Regional Agreement), the Town shall be responsible for payment of costs associated with the construction of new buildings, renovations, or making extraordinary repairs to the leased premises so long as the same meet the requirements of a capital project as described in Section VIII, A of the Regional Agreement. The costs of on-going maintenance of the leased premises for those items not allocated to the responsibility of the Town in accordance with the preceding sentence, shall be borne by the District. The District shall be responsible for all improvements, maintenance, repairs and replacements of any equipment, material and personal property leased to the District herein or owned by the District.
- b) Procedure for Emergency Elementary School Repairs:
If an emergency repair or replacement is required at the elementary school(s) which are the responsibility of the Town as stated in Section VI (a), the following procedure will be followed:
 1. The District will provide written notification of the emergency to a member of the Board of Selectmen
 2. Within three (3) hours of receiving notification, the Town, by any member of the Board of Selectmen, Finance Director, or designee, shall acknowledge, in writing, the existence of the emergency and shall proceed with the repair.

- c) Procedure for remodeling or extraordinary repairs to the Elementary School.
 - 1. The District will prepare and submit a report concerning the need for elementary school(s) remodeling or extraordinary repairs, if any are planned, to the Board of Selectmen, with a copy to the town Finance Director in the fall of each year.
 - 2. The Finance Director will forward this information to the appropriate town department(s), committee(s), and board(s). The Finance Director will coordinate all meetings and work with the District's Business Manager to clarify what documentation will be required for review by the relevant boards and/or committees in accordance with Town practices.

Section VIII. Access to Premises: The Town or the Town's agents and designees may enter upon the Premises during approved school hours as listed in Section I (a) upon reasonable notice to the Principal to examine the same.

Section IX. Assignment and Sub-letting: The District may not under any circumstances assign or sub-lease (in whole or in part), mortgage or otherwise pledge or encumber any of the leased premises without prior written approval of the Board of Selectmen, except as otherwise authorized by law or the Regional Agreement.

Section X. Indemnity:

- a) The District shall indemnify and save harmless the Town from and against any and all liability, damage, penalties or judgments arising from injuries to persons or property sustained by anyone in or about the premises resulting from any act or omission of the District, or the District's officers, agents, servants, employees, contractors, or sub-lessees or any person for whom the District may be legally liable. The District shall, at its own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against the Town or in which the Town may be named a party with others upon any such above-mentioned matter, claim or claims, except as may result from the acts set forth in paragraph (b) of this section.
- b) Except for its affirmative acts or negligence or any intentional acts or omissions, or the affirmative acts or negligence or intentional acts or omissions of its officers, agents, servants, employees, or contractors, the Town shall not be held responsible or liable for any damage or injury to any property, fixtures, buildings, or other improvements, or to any person or persons, at any time on the Premises, including any damage or injury to the District or to any of the District's officers, agents, servants, employees, contractors, invitees or sub-lessees.
- c) Each party shall provide written notice within five working days of any claim for damages that is brought to the Town's/District's attention. No such claims shall be deemed to be brought to the Town's attention unless written notice is sent to the Board of Selectmen. In the case of the District, no such claim shall be deemed to be brought to the District's attention until written notice has been sent to the Superintendent.

Section XI. Insurance:

- a) The District shall maintain, during the term of this Lease, comprehensive public liability insurance with responsible companies qualified to do business in Massachusetts which shall insure the Town and all persons claiming under the Town as well as the District against all claims for injuries to persons, including death, occurring in or about the premises, or arising from the District's use of the premises, in the amount of at least \$1 million in the event of injury or death of one person and in the amount of at least \$3 million for any one accident, and against all claims for damage to or loss of property occurring in or about the premises in the amount of at least \$2 million in Umbrella/Excess Liability, in insurance companies to be approved by the Board of Selectmen, and that the District will

pay all the premiums necessary for those purposes when the same shall become due, and shall promptly deliver to the Town the policies of insurance and the receipts for such premiums; provided that if the District shall at any time fail to insure or keep insured as aforesaid, the Town may do all things necessary to effect or maintain such insurance, and any monies expended by the Town for that purpose shall be repayable by the District on demand and may be recovered as rent in arrears. The District shall cause the Town to be named as an additional insured on the aforesaid policies of insurance. The District shall also maintain Workers Compensation insurance with the statutory limits as well as motor vehicle coverage in the amount of at least \$1 million each per person in the event of injury or death.

- b) The Town shall maintain, during the term of this Lease, insurance for the replacement value of the buildings thereof in responsible companies qualified to do business in Massachusetts. The District will be responsible for the insurance of the contents of the buildings.
- c) The District is responsible for payment of the deductibles associated with its insurance policies and the Town will be responsible for payment of the deductibles associated with its insurance policies.
- d) Once said insurance is in place no reduction in coverage shall be made by one party without the consent of the other.
- e) If either party fails to make payment(s) on any or all policies, the other party may make such payment(s) and charge the defaulting party through an assessment.
- f) Both the Town and District shall annually provide each other a copy of all insurance policies with respect to properties covered under this Lease Agreement.

Section XII. Notices: Every notice, approval, consent or other communication authorized or required by this Lease shall not be deemed received unless the same is in writing and delivered by hand or sent postage prepaid by United States Registered or Certified Mail, Return Receipt Requested, directed to the other party at its principal administrative address or such other address as either party may designate by notice from time to time in accordance with this section.

Section XIII. Surplus Equipment: Whenever any equipment provided to the District or paid for exclusively by the Town becomes surplus, the property shall be turned over to the Board of Selectmen so that Town Departments may use same if needed. Otherwise, the Board of Selectmen shall dispose of said property. Whenever any equipment provided exclusively by the District becomes surplus, the Town, through its Board of Selectmen, shall have the right of first refusal to purchase such equipment for its fair market value as surplus equipment. In all other cases the Town may purchase the surplus equipment from the School District at its fair market value as surplus equipment reduced by a percentage equal to the Town's proportionate contribution toward the acquisition of said equipment; if the Town does not wish to purchase, the surplus equipment will be sold and the proceeds divided by the Town and the District in proportion to their respective contributions towards the acquisition of the equipment.

Section XIV. Governing Laws: This Lease and the performance thereof is governed, interpreted, construed and regulated by the laws of the Commonwealth of Massachusetts and the Regional Agreement.

Section XV. Partial Invalidity: If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance is, at any time, to any extent, held to be invalid or unenforceable, the remaining provisions of this Lease, or the application of such terms or provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall remain in full force and effect.

Section XVI. Bankruptcy: The terms of this Lease shall remain in full force and effect, to the fullest extent permitted by law, notwithstanding the insolvency of either party or the institution of bankruptcy or receivership proceedings against either party.

Section XVII. Arbitration: Any controversy or claim arising out of or relating to this lease, or the breach thereof, shall be settled by arbitration in accordance with the provisions of M.G.L. Ch. 251.

Section XVIII. Entire Agreement: The District and the Town each agree that it is not relying on any representations or agreements other than those contained in this Lease and in the Regional School District Agreement, as amended. Where a conflict arises between this Lease and the Regional Agreement, the Regional Agreement will control. Wherever this Lease calls for one party to consent or approve an act by the other, such consent or approval shall not be unreasonably withheld or delayed. This Lease cannot be amended except by a written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.


 Chairman
 Merrimac Board of Selectmen

Date

6/3/13


 Chairman
 Pentucket Regional School Committee

Date

7/29/13

Exhibit A

PENTUCKET REGIONAL SCHOOL DISTRICT REGIONAL AGREEMENT

K-12 REGIONAL AGREEMENT OF APRIL 30, 2012

For a Regional School District for the Towns of Groveland, Merrimac, and West Newbury, towns in the Commonwealth of Massachusetts hereinafter referred to as member towns.

Section I. MEMBERSHIP OF THE REGIONAL DISTRICT SCHOOL COMMITTEE

- A. The Regional District School Committee shall consist of nine members, three from each member town, who shall be elected by the voters of that town. Each member so elected shall serve a three year term. In the event that a town or towns separate from the Regional School District at the elementary level as stated in Section X, the three (3) elected members from said town or towns shall constitute the elementary school committee as well as represent their town at the regional level.
- B. Any vacancy occurring on the Regional District School Committee for any cause shall be filled by the local Board of Selectmen and the remaining School Committee members from the town where the vacancy occurs. Such replacement shall serve until the next annual town election.
- C. At the first scheduled meeting of the Regional District School Committee after the annual election of all member towns, the Regional District School Committee shall organize in accordance with Massachusetts General Laws, Chapter 71, Section 16A, known as "Regional School Committee, Organization". In addition the Regional District School Committee shall fix the time and place for its regular meetings for the new term, provide for the calling of special meetings upon notice to all its members, and appoint appropriate sub-committees and other officers.
- D. The Chairmanship, Vice Chairmanship and Secretary positions shall be revolving with one position being from each town. No Town shall hold more than one office.

Section II. QUORUMS, VOTES AND GOVERNANCE

- A. A quorum to conduct business at regular meetings shall consist of a simple majority of its members and special meetings shall require not less than two members from each of the towns.
- B. On all issues requiring a vote of the Regional District School Committee, each member's vote will be weighted according to the respective town's population based on the most recent decennial Federal census data, calculated out to two decimal places, and remain as such until the next official Federal census.
- C. Any action voted by the Regional District School Committee which directly and specifically affects the elementary school(s) in only one town shall require that two of the three members of the Regional District School Committee from the town in which the affected elementary school is located vote in support of that action. In order, however, for a school to be closed in any member town where there is more than one elementary school, all three committee members from the

affected town are required to vote in favor of the proposed closure after a public hearing is held in the affected town.

Section III. TYPE OF SCHOOL

- A. The Regional School District shall include all grades from PK – 12.
- B. The secondary schools shall serve students in grades 6 or 7 – 12.
- C. The elementary schools shall serve students in grades PK – 5 or 6.
- D. In the agreement where “preschool” is mentioned it is done so for future purposes to permit the Regional District School Committee with the approval of all member towns at their respective Town Meetings, at some future date, to include preschool classes. Until such time all preschool expenses shall be on a self supporting basis, except those excluded by law.

Section IV. LOCATION OF SCHOOLS

- A. The Regional District secondary school buildings shall be located on sites owned by the District.
- B. There shall be not less than one elementary school in each member town. Students in grades PK – 5 or 6 shall attend schools in their towns of residence, except in cases of emergency as defined by the Regional District School Committee, children attending special education low incidence classes, regional “magnet” classes, or intradistrict school choice.
- C. Each member town shall retain ownership of all elementary school buildings and related grounds, including any new elementary school buildings constructed in the future. Each member town shall lease each elementary school building and related grounds to the Pentucket Regional School District for the sum of one dollar. Each lease shall be for a term not greater than the term permitted by either general or special State law. The initial term of each lease shall commence on the date that the Regional District School Committee assumes jurisdiction over the pupils in grades PK-12 or as otherwise provided in such lease. Each lease may contain provisions for an extension of the lease term at the option of the Regional District School Committee. Responsibilities for maintenance of elementary school buildings shall be uniform across all District elementary school leases. A lease shall not prevent the use of the elementary school buildings or premises by the respective owner towns with the approval of the School Committee, which shall not withhold such approval unless educationally necessary. If permitted by either general or special State law, a lease may provide that it shall terminate and the leased property shall revert to the member town if the town should no longer be a member of the Pentucket Regional School District or if the Regional District School Committee should determine that the land, with the building and other improvements thereon, is no longer needed for the educational program of the District. Each lease may include such other terms as may be agreed upon by the Board of Selectmen of a member town and the Regional District School Committee. A lease shall be executed by the Board of Selectmen on behalf of the member town and the Regional District School Committee on behalf of the District.

funds. The chairmanship of the Advisory Committee shall rotate annually among the members from each of the towns. The Committee shall prepare reports to be read into the School Committee minutes.

- B. The Regional District School Committee shall prepare a budget on a fiscal year basis for the District in the following manner:
1. The budget process shall be initiated annually in December and shall provide an opportunity for the Selectmen and Finance Committee of each member town to have input into its preparation. The Regional District School Committee shall complete its proposed budget for the ensuing year, and said proposed budget shall be posted in the Town Hall of each member town, shall be provided to each member town's public library, and shall be submitted to the Selectmen, Finance Directors and Finance Committee members of each member town.
 2. The proposed budget shall contain a notice stating when and where a public hearing will be held. The public hearing shall be held in any District school building. The notice of the public hearing shall be posted in all three towns. Said hearing shall be held at least ten (10) days prior to final adoption of the proposed budget. Upon request of the Finance Committee and/or the Board of Selectmen of any member town, the Regional District School Committee shall arrange to meet with such Finance Committee and/or Board of Selectmen for the purpose of discussing the proposed budget. Said proposed budget shall be submitted in the template approved by the School Committee, itemized at least as follows: central administration; expenses of instruction; transportation; operation of school plant; maintenance of school plant; outlay, debt and interest charges; the last named to specify all items costing \$1,000.00 or more. All non-recurring expenditures shall be itemized. Enrollment, staffing, total expenditures and assessments for the past five years shall be included. The Chair of any member Board of Selectmen or Finance Committee may request further information.
 3. 45 days prior to the date of the earliest member Annual Town Meeting the Regional District School Committee shall adopt by a two-thirds vote of all its members a budget with such changes as may have resulted from conferences and an open hearing. This budget shall be presented in two parts as outlined in the attached template (Exhibit A). No later than 30 days from the date of the approval vote, but within 10 days if possible, the Treasurer of the District shall certify to the Treasurer of each member town its assessed share of such budget.
 4. The budget and assessment shall be so constructed as to show debt service, capital and operating costs. It shall also list all general fund revenue used to reduce member assessments as described in VII. A. This budget should also identify the costs of any programs not uniformly offered at all District elementary schools.
 5. Budget approval will be in accordance with M.G.L. Chapter 71, Section 16B.
 6. If, in the opinion of the Board of Selectmen and/or Finance Committee of any of the towns, the Regional School District budget will not fit the budgetary capabilities of their town, they can request of the Regional District School Committee a special meeting to discuss the budget.

This meeting shall be called within seven (7) days of the presentation of the budget to the member towns.

- D. Said requirements to lease land and buildings shall not include portions of land and buildings already under separate lease at the time of the effective date of this agreement until such time as the existing lease terms expire.
- E. Payments from present leases and future leases shall be paid to the Regional School District in accordance with the lease agreement by and between the District and the Town.

Section V. TRANSPORTATION

Transportation shall be provided by the Regional School District. The Regional District School Committee shall set District transportation policy.

Section VI. DEFINITIONS

The budget for construction and operation of the District's Schools including payments of principal and interest on bonds and other evidence of indebtedness issued by the District shall be apportioned to the member towns subject to the following definitions:

A. Budget

As defined by this document, the budget is the amount of dollars voted by the Regional District School Committee to finance the District schools to be paid from the general revenues of the Regional School District.

The budget shall be comprised of two parts: operating costs and debt service, each as herein defined.

1. DEBT SERVICE and CAPITAL COSTS include all costs that are used for payment of principal and interest on bonds or other obligations issued by the District. Capital projects shall be defined as costing not less than \$10,000 and having a depreciable life of not less than 5 years.
2. OPERATING COSTS include all costs not included in Debt Service and Capital Costs as defined in 1, but includes interest and principal on revenue anticipation notes.

Section VII. METHOD OF ASSESSING COSTS OF THE REGIONAL SCHOOL DISTRICT

- A. All operating costs shall be assessed to the three towns on the basis of M.G.L. Chapter 71, Section 16B.
 1. The district assessment will be calculated and reported to the member towns by using the two – step method. The District shall list all general fund revenues, including but not limited to Chapter 70 and Transportation Aid, and reduce the member assessment as it relates to the approved operating budget by said amount. The remaining member assessments shall be calculated by charging each member Town its net minimum spending amount as approved by the Department of Elementary and Secondary Education for the Fiscal Year being assessed. Should the requested member assessments exceed the net minimum spending required then the remaining amount shall be charged to each member Town based upon its percentage of the entire District enrollment calculated to 4 decimal places as of October 1 of the prior Fiscal Year for grades K to 12, including out of District placements, as reported to the Massachusetts

Department of Elementary and Secondary Education on the statewide pupil census. All Debt Service and Capital Costs not associated directly to one member community's Elementary School(s) shall be allocated and assessed annually using the calculation stated above for any amount over the net minimum spending requirement.

2. Should all member Towns agree on an alternative method of assessment the District shall be notified in writing by each member community's Board of Selectmen Chair on the agreed procedure on or before March 1 of the year prior to the Fiscal year budget start date. If the per pupil method of assessment is chosen then the calculation shall be the same as the amount over net minimum spending stated in Part 1 of this section.
- B. Debt Service, incurred by the District for an elementary school building of a member town, less applicable Chapter 70B MSBA aid, shall be assessed to the member town in which the elementary school is located.
 - C. The payment of the assessed share of operating costs and debt service by each member town, as computed by the Regional District School Committee according to the methods specified in Sections VI, and VII, shall be made by each member town's Treasurer by check payable to the Regional School District in twelve equal installments by the fifteenth of each month.

Section VIII. RESPONSIBILITY FOR ADDITIONS, MAJOR REPLACEMENTS AND MAINTENANCE OF SECONDARY AND ELEMENTARY SCHOOLS

- A. The District shall develop a 5 year capital plan for each building that will be provided to each member town by January 15th. This plan shall include; item descriptions, estimated costs, and the projected depreciable life. Capital projects shall be defined as costing not less than \$10,000 and having a depreciable life of not less than 5 years. Capital projects shall be scheduled and approved by the member Town. Emergency repair procedures shall be defined by the member Town lease agreement.
In addition, the District shall provide the member towns with a maintenance plan for each of its buildings. The District shall include a line item in its budget to fully fund this plan. A year end maintenance report shall be provided to the member towns identifying the cost of all maintenance performed.
- B. Each member town shall be responsible for payment of costs associated with the construction of new buildings, renovations, or making extraordinary repairs to the elementary school building/s located in that member town so long as they meet the requirements of a capital project as described in VIII A.
- C. The costs of on-going maintenance for those items not included in paragraph VIII B. for the elementary schools and all costs for the secondary schools shall be borne by the Regional School District.

Section IX. ADMISSION OF ADDITIONAL TOWNS

By an amendment of this agreement adopted by each member town in accordance with Section XIV and complying with the provision therein contained, any other town or towns may be admitted to the Regional School District upon adoption as herein provided of such amendment and upon acceptance of the agreement as so amended, and also upon compliance with the provision of law as may be applicable and such terms as may be set forth in such amendment.

A new member may be admitted to the Regional School District as of July 1 of any fiscal year, provided that all requisite approvals for such admission, including the Commissioner's approval, shall be obtained no later than the preceding December 31. The authorizing votes may provide for the deferral of said admission until July 1 of a subsequent fiscal year.

Section X. WITHDRAWAL OF MEMBER TOWNS FROM THE REGIONAL SCHOOL DISTRICT

- A. Any town withdrawing from the District must first pay all its share of total debt and current operating expenses. All withdrawals are subject to the approval of the Commissioner of Elementary and Secondary Education and must be approved by two thirds of the member Towns.

Any member town may withdraw from the regional school district in total or at the elementary level if accepted by a majority vote of the voters present and voting on the question at its Annual Town meeting called for the purpose, such withdrawal to become effective on June 30th of the year named in the question, provided: (1) that in pursuance of such vote, the withdrawing town gives the regional school district at least one years written notice of its intention to withdraw, (2) that the said town has paid over to the District any costs which have been certified by the District Treasurer to the Treasurer of the withdrawing town.

Section XI. ANNUAL REPORT

- A. The Regional District School Committee shall submit to each member town an annual report containing a detailed financial statement and a statement showing methods by which the annual charges assessed against each town were computed, together with such additional information relating to the operation and maintenance of the secondary schools and each elementary school as may be deemed necessary by the Regional District Committee or by the Selectmen and/or the Finance Committee of any member town. This report shall contain a detailed listing of salaries by individual employee.

Section XII. BUDGET

- A. There shall be a Regional Finance Advisory Committee, comprised of the following: one Selectmen from each member town annually appointed by each member town Board of Selectmen; the Finance Director, or person holding such position by whichever title it may be known, from each member town; the Regional District School Committee Chair, or his/her designee; and the District Superintendent and/or Business Manager. The Regional Advisory Committee will meet, from time to time, with the Regional District School Committee Chair, the Superintendent and/or Business Manager to discuss matters that may impact the District and/or the towns, including budget calendars and timelines, content and detail of budgets, revenue estimates and other revenue matters, capital budget items and use of Excess and Deficiency

The meeting shall be attended by six members of the Regional District School Committee (two members from each member town), as well as two representatives of the Board of Selectmen and two representatives of the Finance Committee from each member town.

The purpose of this meeting will be to discuss the ability of the town or towns to meet the financial obligation brought forth by their assessment of the submitted Regional School District budget.

The charge of this group will be to recommend to the Regional District School Committee a reduced budget that least affects the educational integrity of the District and meets the financial capabilities of the town(s).

7. If a member town fails to hold a meeting within forty-five (45) days from the date on which an amended assessment was adopted by the Regional District School Committee, the member town shall be deemed to have voted affirmatively regardless of whether the town had previously approved an amount equal to or greater than the revised assessment. No action by the town constitutes approval.

Section XIII. INCURRING OF DEBT

- A. The Regional District School Committee shall have authority to develop plans for District schools. According to Chapter 71, S.16d. the Regional District School Committee shall not incur any debt for the school until the expiration of sixty (60) days from the date said debt is authorized by the Regional District School Committee. Prior to the expiration of said period each member town will be notified of the intent to incur debt. Each member town shall hold a Town Meeting for the purpose of expressing approval or disapproval of the amount of debt authorized by the Regional District School Committee by a majority of voters present and voting on the question. If the debt is disapproved by any member town, the debt shall not be incurred, and the Regional District School Committee shall then prepare an alternative proposal and a new or revised authorization to incur debt. The only exception to the restrictions in this paragraph shall be the incurring of debt in anticipation of revenues.

Section XIV. AMENDMENTS

- A. Amendments to the agreement must receive a majority vote of approval by each member town at a Town Meeting. Amendments may be initiated by the Regional District School Committee or by the Board of Selectmen of any one of the member towns.
- B. No such amendment shall be made which shall substantially impair the rights of the holders of any of the District's bonds or notes of the District then outstanding or the rights of the District to procure the means for payment thereof.
- C. This agreement will be reviewed every three years, by the members of the Regional Finance Advisory Board, as described in Section XII. A who will make recommendations for changes to the member Town's Boards of Selectmen. At any time the Towns may also appoint a task force to review the Regional Agreement. This task force will be made up of a member from each Town's

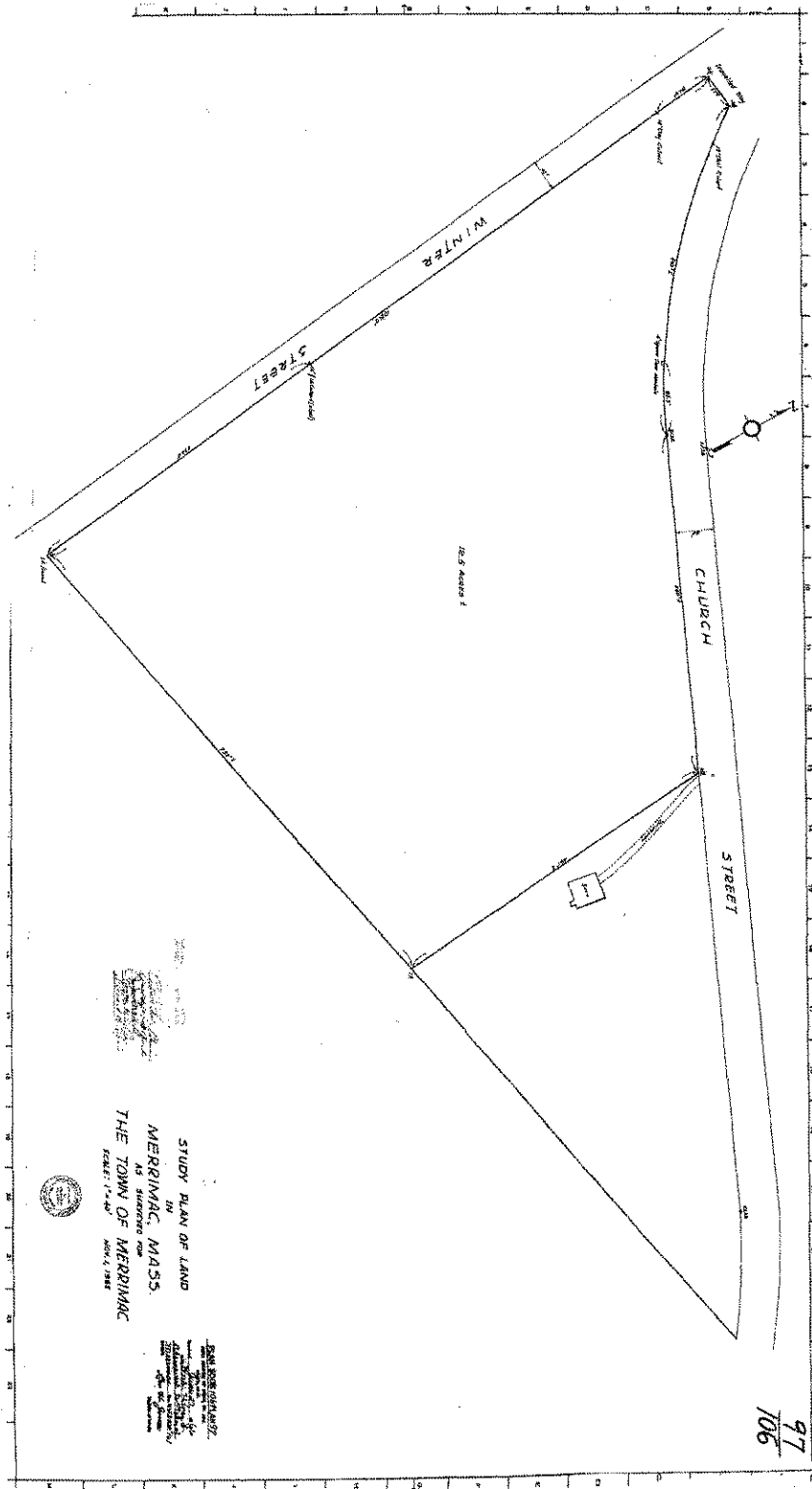
Board of Selectmen, the member town's Finance Directors, the Chairman of the School Committee, the Superintendent and a citizen from each member town.

- D. All amendments are subject to the approval of the Commissioner of Elementary and Secondary Education.

Section XV. SEVERABILITY OF SECTIONS

According to Chapter 71.S.16I., in the event that any provision of this Regional School District Agreement shall be held invalid in any circumstance, such invalidity shall not affect any other provisions or circumstances.

Exhibit B Sweetsir Plot Plan



Attachment: Lease Merrimac (PRSD Regional Agreement and Lease)

Pentucket Regional School District
Use of Facilities

Use of the Pentucket Regional School District Buildings and Grounds will be governed by the following rules and regulations. All applications must be renewed seasonally.

The School Administration reserves the right to adjust the application and renewal process as necessary.

Practices Governing Rental and Use of School Facilities:

1. The applicant assumes full responsibility for the preservation of order in and about the building and grounds. The school administration, at its discretion, may require police coverage and will add the cost to the rental fee.
2. The school administration expressly reserves the right to revoke for any good and sufficient reason permission for use previously granted and shall not be responsible either directly or indirectly for any or all loss or expenditures incurred by the applicant.
3. Full liability for any damages to District property or injuries to persons, whether in District buildings or on the grounds, shall be assumed by the applicant. Employees of the district, or its representatives, shall be held free from any and all liabilities, which result from the applicants' use of the buildings and grounds. The applicant agrees to take the utmost care in the use of school property and to make good any damage or loss to school property.
4. When fees are required in connection with the use of District facilities, the rental fee must be paid in full and in advance of the use of the requested facility. The facility will not be reserved until the fee has been received by the facilities rental coordinator. Payment of rental fees must be by check made out to the Pentucket Regional School District.
5. Permission to use school facilities does not give the renter the right to exclude the School Administration or representatives from school property.
6. Only the facility(ies) requested on the application form may be used, and ONLY for the time(s) stipulated on the application. Failure to leave the premises at the appointed time could result in an additional fee for employee overtime costs. If a renter refuses to leave when asked by District Staff, the police may be called. Future use of the facility(ies) may be jeopardized.
7. Applicants may be required to file proof of liability insurance coverage at the request of the School Administration.
8. **SMOKING OR THE USE OF ANY TOBACCO PRODUCT IS PROHIBITED IN THE BUILDINGS AND ON SCHOOL PROPERTY. THIS IS THE LAW.**
9. **USE OF DRUGS OR ALCOHOL IS PROHIBITED. A PERSON UNDER THE INFLUENCE OF INTOXICANTS WILL NOT BE ALLOWED ON SCHOOL PROPERTY.**
10. Beverages or food (including candy) MAY NOT be sold or served on school premises unless advance written permission is granted by the School Administration.
11. Decorations, posters, etc., may not be affixed to any part of the building. Exceptions to this rule must be requested at the time of the application.
12. Scenery, theatrical props, rented pianos, and other equipment must be delivered after school hours on the day of use and removed after school hours the following day. The District is not responsible for any property left on the premises.
13. Permission, when granted, does not allow the use of any school supplies, apparatus, or equipment, and does not include the use of facilities for rehearsals in any other part of the building. School facilities must be left in substantially the same condition as before their use. Future use will depend on leaving the premises clean and in good repair.
14. The supervision of lights, curtains, computer labs, etc., is the responsibility of the District. The use of any other equipment demanding special knowledge or skill shall be permitted by authorized persons only. An appropriate fee will be assessed for said supervision/operation.
15. In case of school cancellation or early dismissal, the facility may not be available for use unless special permission is granted by School Administration.



Merrimac Select Board

2 School Street

Merrimac, MA 01860

Meeting: 09/09/24 07:00 PM

Department: Merrimac Select Board

Category: Information

Prepared By: Jennifer Penney

Initiator: Jennifer Penney

Sponsors:

SCHEDULED

~~CORRESPONDENCE (ID # 8822)~~

~~DOC ID: 8822~~

Holiday News Article Opportunity

From: [JENNIFER SOLIS](#)
To: [JENNIFER SOLIS](#)
Subject: Opportunity
Date: Friday, August 23, 2024 1:11:25 PM

Good Day Everyone,

My editor at North of Boston Media Group has asked me to write an article about an upcoming holiday event or topic in one of the Merrimack Valley communities. The article will appear in the fall editions of town magazines in the region. Today, I am contacting you as local town leaders for any possible tips in this regard.

Unfortunately, my deadline for this piece is fast approaching (September 9), so I hope to hear back from you as soon as possible with any suggestions and related contact info. Ideas can be from your town or just something holiday-related you've heard about in another town/city in the MV Region.

I very much appreciate hearing about any ideas you might have,

Jennifer Leonard-Solis

North of Boston Media Group

jensolis@comcast.net

978.257.4459

Attachment: Holiday News Article Opportunity (Holiday News Article Opportunity)

From: [Tom Jordan](#)
To: [Jennifer Penney](#), [Select Board](#), [Select Board](#)
Subject: [Re: Christmas Parade](#)
Sent: Monday, August 26, 2024 11:42:27 AM

Hi Jennifer,

My name is Tom Jordan and I have been on the Merrimac Santa Committee for 50 years.

I would be glad to help you with the Christmas events in Merrimac and some history.

1. The first Sunday in December is the annual Christmas Parade. Expenses run around \$25,000 which the committee has to fully raise.
2. Following the parade, there is the annual tree lighting at Kimball Park. Santa, his sleigh and reindeer are there to greet the families. Music, refreshments and a gift - all free, are provided by The Merrimac Light Dept.
3. The Saturday after the parade, Santa comes to the fire station with his sleigh and reindeer for Kado to sit in the sleigh, have their picture taken and have a refreshment - again all at no charge. This event is sponsored by the Couplings - fire dept auxiliary.
4. Christmas Eve Santa and sleigh visit every street in town.

Photos attached of Santa in Parade and Santa Christmas Eve

I think we can meet your deadline of Sept 9 I am in my NH home but plan on being back in Merrimac Thursday and Friday and sometime next week. We can discuss a bit on the phone.

Tom Jordan
TK_Jordan@comcast.com
Cell: (978) 998-5133



On Aug 26, 2024, at 10:34 AM, Jennifer Penney - Select Board (OC3080) <selectboard@merrimac.com> wrote:

FYI

Re:

Jennifer Penney

Executive Assistant
Public Policy
Office of the Select Board
Town of Merrimac
4 School St.
Merrimac, MA 01802
P: 978-340-8862
Hours: Monday 9am-5pm; Tuesday-Thursday 9am-4pm

Meeting Agenda Deadline: Tuesday prior to the meeting by 12PM

[https://www.merrimac.com/government](#)

Notice:

This email is subject to [MGL Ch. 93A, Sec. 10 Public Records Law](#).

From: Carol McLeod - Finance (33045) <cmcleod@merrimac.com>
Sent: Monday, August 26, 2024 8:42:40

Attachment: Re_ Opportunity (Holiday News Article Opportunity)

To: JENNIFER SOUS <jensou@mermet.net>
Cc: Jennifer Penney - Select Board (202004) <jpenney@selectboardmermet.com>
Subject: RE: Opportunity

Good Morning Jennifer,

Our Select Board is not meeting until September 3rd -- so it may be too late for your assignment, however I am sure they would agree that one of Mermet's most important event for the holidays is the Santa Parade, it has been held for many years and is very well attended. For information for this event please contact Tom Jordan at [978-688-0133](tel:978-688-0133)

The other holiday related events that are important to the residents of Mermet are the Annual Tree Lighting, sponsored by the Mermet Light Department, held at the conclusion of the Santa Parade, and Santa's Sleigh Ride past every house in Mermet on Christmas Eve. Again Tom Jordan can give you information on the Santa's Sleigh Ride.

Please let me know if you have any other questions.

Thank you for including Mermet!

Carol A. Mikawid, CMAT, MC2PD
Town Administrator, Finance Director, Treasurer
Town of Mermet
4 School St.
Mermet, MA 02860
(978) 346-0524

Office Hours:

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

From: JENNIFER SOUS <jensou@mermet.net>
Sent: Friday, August 22, 2020 1:12 PM
To: JENNIFER SOUS <jensou@mermet.net>
Subject: Opportunity

Good Day Everyone,

My editor at North of Boston Media Group has asked me to write an article about an upcoming holiday event or topic in one of the Merrimack Valley communities. The article will appear in the fall editions of town magazines in the region. Today, I am contacting you as local town leaders for any possible tips in this regard. Unfortunately, my deadline for the piece is fast approaching (September 8), so I hope to hear back from you as soon as possible with any suggestions and related contact info. Ideas can be from your town or just something holiday-related you've heard about in another town/city in the MV Region.

I very much appreciate hearing about any ideas you might have.

Jennifer Leonard-Sells
North of Boston Media Group
jensou@mermet.net
978.257.4400

Attachment: Re_ Opportunity (Holiday News Article Opportunity)



Merrimac Select Board

2 School Street

Merrimac, MA 01860

SCHEDULED

Meeting: 09/09/24 07:00 PM

Department: Merrimac Select Board

Category: Courtesy Copy

Prepared By: Jennifer Penney

Initiator: Jennifer Penney

Sponsors:

~~CORRESPONDENCE (ID # 8817)~~

~~DOC ID: 8817~~

Courtesy Copy of Zoning Enforcement Request



Merrimac Select Board

2 School Street

Merrimac, MA 01860

SCHEDULED

Meeting: 09/09/24 07:00 PM

Department: Merrimac Select Board

Category: Information

Prepared By: Jennifer Penney

Initiator: Jennifer Penney

Sponsors:

CORRESPONDENCE (ID # 8832)

DOC ID: 8832

Letter of Interest - Board of Light Commissioners

From: [Rebecca Alpert](#)
To: [Irina Gorzynski - Select Board Member](#); [Wayne Adams - Select Board Member](#); [Chris Manni - Chairman](#); [Robert Gustison II - Select Board Member](#)
Cc: [Janet Bruno - Select Board Member](#); [Jennifer Penney - Select Board \(X3080\)](#)
Subject: Letter of Interest - Board of Light Commissioners
Date: Wednesday, August 14, 2024 1:04:38 PM

Dear Irina, Wayne, Chris, and Robert,

I have been a Merrimac town resident since 2019, married to a Merrimac resident since 2011. We live on Bear Hill Road and love the community. I'm looking to get more involved in the local community, give back, and meet others. I recently heard about an opening on the Board of Light Commissioners, and it sounded like a perfect opportunity.

My family is enthusiastic about green energy. We have had solar panels since 2015 and were early adopters of electric vehicles. In addition to this interest, I have a background in leading large technical projects at Red Hat, a subsidiary of IBM. At Red Hat, I have led many technical projects, such as the internationalization of Red Hat OpenShift, in my role as a senior software engineer. This involved software engineering as well as leadership and communication across international borders. My work on Red Hat OpenShift enabled our international team of software engineers to release Red Hat OpenShift in three new languages, allowing us to enter new markets in China, Korea, and Japan.

I'm excited by the idea of being on the Board of Light Commissioners and representing my fellow rate-payers in Merrimac with the same gusto I've applied to my projects at Red Hat. I'd love to talk with you about the opportunity. Would you be open to meeting with me at your convenience? Thank you for your time.

Sincerely,
Rebecca

From: [Norman Denault](#)
To: [Jennifer Penney - Select Board \(X3080\)](#); [Mary Usovicz](#)
Subject: Re: Letter of Interest - Board of Light Commissioners
Date: Wednesday, August 21, 2024 11:51:45 AM

Jennifer,

Thank you for forwarding the letter of interest below. It's great to see there are Town citizens interested in elected positions around Merrimac.

Regards,

Norman Denault
 MLD

From: Jennifer Penney - Select Board (X3080) <selectmen@townofmerrimac.com>
Sent: Monday, August 19, 2024 6:59 PM
To: Mary Usovicz <musovicz@merrimaclight.com>; Norman Denault <commissioner1@merrimaclight.com>
Subject: FW: Letter of Interest - Board of Light Commissioners

Please see below. I will respond that the vacancy has been filled until the next election.

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 8am-7pm; Tuesday-Thursday 8am-4pm

Meeting Agenda Deadline-Tuesday(prior to the meeting) by 12PM

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

Notice:

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

Attachment: Re_ Letter of Interest - Board of Light Commissioners (Letter of Interest - Board of Light Commissioners)

From: Rebecca Alpert <rebecca.p.alpert@gmail.com>

Sent: Wednesday, August 14, 2024 1:04 PM

To: Irina Gorzynski - Select Board Member <igorzynski@townofmerrimac.com>; Wayne Adams - Select Board Member <wadams@townofmerrimac.com>; Chris Manni - Chairman <selectman2@townofmerrimac.com>; Robert Gustison II - Select Board Member <rgustison@townofmerrimac.com>

Cc: Janet Bruno - Select Board Member <jbruno@townofmerrimac.com>; Jennifer Penney - Select Board (X3080) <selectmen@townofmerrimac.com>

Subject: Letter of Interest - Board of Light Commissioners

Dear Irina, Wayne, Chris, and Robert,

I have been a Merrimac town resident since 2019, married to a Merrimac resident since 2011. We live on Bear Hill Road and love the community. I'm looking to get more involved in the local community, give back, and meet others. I recently heard about an opening on the Board of Light Commissioners, and it sounded like a perfect opportunity.

My family is enthusiastic about green energy. We have had solar panels since 2015 and were early adopters of electric vehicles. In addition to this interest, I have a background in leading large technical projects at Red Hat, a subsidiary of IBM. At Red Hat, I have led many technical projects, such as the internationalization of Red Hat OpenShift, in my role as a senior software engineer. This involved software engineering as well as leadership and communication across international borders. My work on Red Hat OpenShift enabled our international team of software engineers to release Red Hat OpenShift in three new languages, allowing us to enter new markets in China, Korea, and Japan.

I'm excited by the idea of being on the Board of Light Commissioners and representing my fellow rate-payers in Merrimac with the same gusto I've applied to my projects at Red Hat. I'd love to talk with you about the opportunity. Would you be open to meeting with me at your convenience? Thank you for your time.

Sincerely,
Rebecca

From: [Jennifer Penney - Select Board \(X3080\)](#)
To: [Rebecca Alpert](#)
Subject: RE: Letter of Interest - Board of Light Commissioners
Date: Wednesday, August 21, 2024 12:08:00 PM

Good morning, Rebecca,
 Thank you for your interest in serving on the Board of Light Commissioners. At the select board meeting on August 5th, an appointment was made to fill the vacancy. That individual will hold the seat until the next election. If interested in the vacant seat, you can contact town clerk with any questions in regard to the May 2025 election. Have a good day.

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 8am-7pm; Tuesday-Thursday 8am-4pm

Meeting Agenda Deadline-Tuesday(prior to the meeting) by 12PM

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

Notice:

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

From: Rebecca Alpert <rebecca.p.alpert@gmail.com>
Sent: Wednesday, August 14, 2024 1:04 PM
To: Irina Gorzynski - Select Board Member <igorzynski@townofmerrimac.com>; Wayne Adams - Select Board Member <wadams@townofmerrimac.com>; Chris Manni - Chairman <selectman2@townofmerrimac.com>; Robert Gustison II - Select Board Member <rgustison@townofmerrimac.com>
Cc: Janet Bruno - Select Board Member <jbruno@townofmerrimac.com>; Jennifer Penney - Select Board (X3080) <selectmen@townofmerrimac.com>
Subject: Letter of Interest - Board of Light Commissioners

Dear Irina, Wayne, Chris, and Robert,

Attachment: Response Letter of Interest - Board of Light Commissioners (Letter of Interest - Board of Light Commissioners)

I have been a Merrimac town resident since 2019, married to a Merrimac resident since 2011. We live on Bear Hill Road and love the community. I'm looking to get more involved in the local community, give back, and meet others. I recently heard about an opening on the Board of Light Commissioners, and it sounded like a perfect opportunity.

My family is enthusiastic about green energy. We have had solar panels since 2015 and were early adopters of electric vehicles. In addition to this interest, I have a background in leading large technical projects at Red Hat, a subsidiary of IBM. At Red Hat, I have led many technical projects, such as the internationalization of Red Hat OpenShift, in my role as a senior software engineer. This involved software engineering as well as leadership and communication across international borders. My work on Red Hat OpenShift enabled our international team of software engineers to release Red Hat OpenShift in three new languages, allowing us to enter new markets in China, Korea, and Japan.

I'm excited by the idea of being on the Board of Light Commissioners and representing my fellow rate-payers in Merrimac with the same gusto I've applied to my projects at Red Hat. I'd love to talk with you about the opportunity. Would you be open to meeting with me at your convenience? Thank you for your time.

Sincerely,
Rebecca



Merrimac Select Board

2 School Street
Merrimac, MA 01860

SCHEDULED

Meeting: 09/09/24 07:00 PM

Department: Merrimac Select Board

Category: Information

Prepared By: Jennifer Penney

Initiator: Jennifer Penney

Sponsors:

~~CORRESPONDENCE (ID # 8831)~~

~~DOC ID: 8831~~

Xfinity Starz Channel Increase

COMMENTS - Current Meeting:

Information for the board and residents



August 9, 2024

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

Dear Members of the Board:

We are committed to keeping you and our customers informed about changes to Xfinity TV. Accordingly, please note the following price increase our provider is implementing on September 9, 2024:

- Starz will be increasing the cost of its Starz subscription from \$9.99 per month to \$10.99 per month.

Customers are receiving notice of this change in their bill. If a customer subscribes to Starz through Xfinity, they will see the new cost reflected on their next bill unless they cancel their subscription.

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

Very truly yours,

Kerry Morris

Kerry Morris, Sr. Manager
Government & Regulatory Affairs

Attachment: Xfinity Starz Channel Increase (Xfinity Starz Channel Increase)



Merrimac Select Board

2 School Street
Merrimac, MA 01860

SCHEDULED

Meeting: 09/09/24 07:00 PM

Department: Merrimac Select Board

Category: Information

Prepared By: Jennifer Penney

Initiator: Jennifer Penney

Sponsors:

~~CORRESPONDENCE (ID # 8830)~~

~~DOC ID: 8830~~

Strong Towns Event - September 18Th

From: [Carol McLeod - Finance \(X3040\)](#)
To: [Jennifer Penney - Select Board \(X3080\)](#); [Sandy Venner - Affordable Housing](#)
Subject: FW: Strong Towns Event - September 18th
Date: Thursday, August 15, 2024 11:41:59 AM
Attachments: [The Housing Trap Tour \(4\).pdf](#)
[image001.png](#)

FYI

Carol A. McLeod, CMMT, MCPPO

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

Office Hours:

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

From: Mayor Gove <govek@amesburyma.gov>
Sent: Tuesday, August 13, 2024 12:51 PM
To: Ann Marie Casey <caseya@amesburyma.gov>; Mayor Gove <govek@amesburyma.gov>; Ryan Connelly <connellyr@amesburyma.gov>; Andover - Andrew Flanagan, Town Manager <aflanagan@andoverma.gov>; Andover - Austin Simko, Ass't Town Manager/Town Clerk <austin.simko@andoverma.us>; Andover - Kathryn Forina, Executive Assistant to Town Manager <kforina@andoverma.gov>; Andover - Michael Lindstrom, Deputy Town Manager <mlindstrom@andoverma.gov>; Boxford - Brendan Sweeney, Assistant Town Administrator <bsweeney@boxfordma.gov>; Boxford - Matt Coogan, Town Administrator <mcoogan@town.boxford.ma.us>; Georgetown - Maureen Shultz, Town Administrator Assistant <MShultz@georgetownma.gov>; Georgetown - Orlando Pacheco, Town Administrator <opacheco@georgetownma.gov>; Groveland - Rebecca Oldham, Town Administrator <roidham@grovelandma.com>; Haverhill - Christine Lindberg, Chief of Staff <clindberg@cityofhaverhill.com>; Haverhill - Melinda Barrett - Mayor <mayor@cityofhaverhill.com>; Lawrence - Brian DePena, Mayor <mayordepena@cityoflawrence.com>; Lawrence - Claudia Hoyos, Mayors Chief of Staff <CHoyos@CITYOFLAWRENCE.com>; Lawrence - Octavien Spanner, Senior Advisor to the Mayor <ospanner@cityoflawrence.com>; Lawrence - William Castro - Chief of Staff <williamcastro@cityoflawrence.com>; Carol McLeod - Finance (X3040) <cmcleod@townofmerrimac.com>; Methuen - Mayor Neil Perry <mayorperry@ci.methuen.ma.us>; Methuen - Michele Ambra, Administrative Assistant <mambra@ci.methuen.ma.us>; Newbury - Tracy Blais, Town Administrator <administrator@townofnewbury.org>; Newburyport - Andrew Levine, Chief of Staff <alevine@cityofnewburyport.com>; Newburyport - Christine Jackson, Executive Assistant to the Mayor <CJackson@CityofNewburyport.com>; Newburyport - Sean Reardon, Mayor <sreardon@cityofnewburyport.com>; North Andover - Denise Casey, Deputy Town Manager

Attachment: Strong Towns Event - September 18th (Strong Towns Event - September 18Th)

<dcasey@northandoverma.gov>; North Andover - Melissa Rodrigues, Town Manager
 <mrodrigues@northandoverma.gov>; Rowley - Amy Lydon, Assistant Town Administrator
 <amy.lydon@townofrowley.org>; Rowley - Debbie Eagan, Town Administrator
 <debbie@townofrowley.org>; Rowley - Natalie Lovett, Assistant Town Administrator
 <natalie.lovett@townofrowley.org>; Salisbury - James Ryan, Chief Aide <jryan@salisburyma.gov>;
 Salisbury - Neil Harrington, Town Manager <nharrington@salisburyma.gov>; West Newbury - Angus
 Jennings, Town Manager <townmanager@wnewbury.org>; West Newbury - Jenny Walsh, Ass't to
 the Town Manager and Finance Dept <finance.admin@wnewbury.org>

Subject: Strong Towns Event - September 18th

Good afternoon,

Amesbury is excited to welcome [Strong Towns](#) for a stop on their book tour with “Escaping the Housing Trap”. Author Chuck Marohn will be at **Amesbury High School on September 18th at 6pm**. Merrimack Valley Planning Commission will open the program with localized housing and economic trends and data. Newburyport is joining us as a host and we invite you to participate, making this a regional event!

We’re looking for at least 3 more communities to serve as hosts and sponsors (\$1,000 max) of the event. If you’re interested, please let me know ASAP so we can add your logo to the flyer. We will start promoting the event this week but can continue to update and share information as we get closer.

If you’re unfamiliar with Strong Towns I suggest you visit their [website](#). I refer to them as an urban planning advocacy group. They’re very active on social media, have a podcast, tour and offer talks, etc., their vision and mission are below.

Our Vision

We seek to have the Strong Towns Approach be the default way that every city, town, and neighborhood pursues growth, development, and prosperity.

Our Mission

We seek to replace America’s post-war pattern of development, the [Suburban Experiment](#), with a pattern of development that is financially strong and resilient. We advocate for cities of all sizes to be safe, livable, and inviting. We work to elevate local government to be the highest level of collaboration for people working together in a place, not merely the lowest level in a hierarchy of governments.

This is the description of the event that Strong Towns has provided.

Understand the root causes of America's interrelated housing crisis and the intentional responses your city can make to address it.

Description

Housing is an investment. Investment prices must go up. Housing is shelter. When the price of shelter goes up, people experience distress.

This is the housing trap. It's time to escape. This presentation introduces a first-of-its-kind discussion of the tension between housing as a financial product and housing as shelter. These insights will help local communities fight back against the current affordability housing crisis, and opt out of the boom and bust cycles that have typified housing in postwar America.

This presentation offers a serious, yet accessible, history of housing policy in the United States and explains how it led us to this point in time: where we face a market that is rigged against people who, only a few decades ago, could have been homeowners or stable, long-term renters. Only local change, on a neighborhood or city-wide scale, can begin to restore balance to the housing market.

After this one-hour presentation, you'll walk away understanding:

- How the tension between housing as an investment and housing as shelter impacts where and how we live.
- How financial innovations in the Great Depression stabilized the housing market, and how those tools were repurposed after World War II to rapidly expand America's cities.
- How a series of housing price bubbles and banking crises have financialized the housing market, transforming homeowners from the customer purchasing a home to the product supporting a mortgage.
- How regulations designed to facilitate the rapid growth of cities end up stagnating neighborhoods and creating artificial housing shortages.
- Why making it easier for more people to borrow more money is not a solution to housing affordability and, in fact, has only made housing less broadly attainable.
- The huge difference between a goal of making affordable housing and a goal of making housing affordable.
- Where cities can effectively intervene to make their housing market more locally responsive, broadly increasing affordability without participating in the boom and bust cycle of the broader housing market.

I'm attaching a draft of the flyer for your reference. If you have any questions, please let me know!

I look forward to hearing from you.

My best,
Kassandra

Kassandra Gove
Mayor

T (978) 388-8121

City Hall | 62 Friend Street | Amesbury, MA 01913

www.amesburyma.gov



Notice: Please be aware the Massachusetts Secretary of State has determined that most emails to and from the City of Amesbury are public records and therefore cannot be kept confidential.

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

**Merrimac Select Board**

2 School Street

Merrimac, MA 01860

Meeting: 09/09/24 07:00 PM

Department: Merrimac Select Board

Category: Information

Prepared By: Jennifer Penney

Initiator: Jennifer Penney

Sponsors:

SCHEDULED~~CORRESPONDENCE (ID # 8829)~~~~DOC ID: 8829~~**Save the Date! State of Schools****COMMENTS - Current Meeting:**

Pentucket Regional School District invites 3 select board members, school committee, finance committee to meet.

From: [Carol McLeod - Finance \(X3040\)](#)
To: [Jennifer Penney - Select Board \(X3080\)](#); [Alyssa Sexton - ISD \(X3060\)](#); [Dave Olds](#); [David Luoma](#); [Marcia Zosack - Finance Committee](#); [Janet Bruno - Select Board Member](#); [Ken Tingle](#); [Lindy Davis](#); [Marcia Zosack](#); [Mike Bevilacqua](#); [Mike Marden \(michael.marden@collins.com\)](#); [Tom Ackerman](#)
Subject: FW: Save the date!
Date: Tuesday, August 20, 2024 1:16:03 PM

See email below – save the date!

Carol A. McLeod, CMMT, MCPPO

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

Office Hours:

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

From: Tedeschi, Alyson <atedeschi@prsd.org>
Sent: Monday, August 19, 2024 10:53 AM
To: roldham@grovelandma.com; Carol McLeod - Finance (X3040) <cmcleod@townofmerrimac.com>; townmanager@wnewbury.org
Subject: Save the date!

Hello Carol, Rebecca, and Angus -

The PRSD School Committee is holding their "state of schools" meeting on Tuesday, November 26th at the MHS. They will start their regular business meeting at 6pm and after meeting minutes approval and quick subcommittee updates, will then get into the "State of the Schools" presentation. Following the presentation, the meeting will be turned over to the three towns to discuss the regional agreement. As in years past, we would love to have Boards of Selectmen seated with the School Committee and, of course, we would welcome your Finance Committees and any other groups you think should be in attendance.

I will be in touch as we get closer to the date to get an update on who is able to attend so I can make sure the room is set up accordingly. Please let me know if you have any questions - thanks!

Alyson
 Alyson R. Tedeschi
 Administrative Assistant to Superintendent & Assistant Superintendent
 Pentucket Regional School District
 24 Main Street
 West Newbury, MA 01985

Attachment: Save the date! State of Schools (Save the Date! State of Schools)

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



Merrimac Select Board

2 School Street
Merrimac, MA 01860

SCHEDULED

Meeting: 09/09/24 07:00 PM

Department: Merrimac Select Board

Category: Information

Prepared By: Jennifer Penney

Initiator: Jennifer Penney

Sponsors:

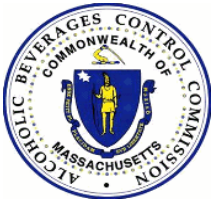
~~CORRESPONDENCE (ID # 8814)~~

~~DOC ID: 8814~~

Alcoholic Beverages Control Commission LLA_Quota_Report

Municipality : MERRIMAC

RETAIL ACTIVE LICENSE REPORT													
LICENSE_NO	BUSINESS_NAME	LEGAL_STRUCTURE	LICENSE_TYPE	RECORD_STATUS	EXPIRATION_DATE	EXPIRATION_STATUS	MUNICIPALITY	MANAGER_NAME	DBA	OFF_CATEGORY	ON_CATEGORY	OFF_TYPE	ON_TYPE
00001-RS-0694	Waterhouse Inc	Corporation	On Premise Retail	Issued	12/31/2024	Active	MERRIMAC	Beth Jewett	THE NEW OLD OAK				
00006-PK-0694	Alan And Hogue Inc	Corporation	Off Premise Retail	Issued	12/31/2024	Active	MERRIMAC	Nilufar Sultana	RICHDALE	Wines and Malt	All Alcoholic Beverages	Package Store	Restaurant
00012-RS-0694	Gloria Food Store Of Lynn Inc	Corporation	On Premise Retail	Issued	12/31/2024	Active	MERRIMAC	Paul A Deleo	DELEOS BRICK OVEN PIZZA		All Alcoholic Beverages		
00005-PK-0694	Blustery Day LLC	Corporation	Off Premise Retail	Issued	12/31/2024	Active	MERRIMAC	Mark W. Delle Chiaie	MERRIMAC LIQUORS	All Alcoholic Beverages		Package Store	Restaurant
00007-PK-0694	Attia And Sons Inc	Corporation	Off Premise Retail	Issued	12/31/2024	Active	MERRIMAC	Wadie Guindy Attia	TOWNE MARKET	All Alcoholic Beverages		Package Store	
04605-RS-0694	L & J Asian Bistro, Inc.	Corporation	On Premise Retail	Issued	12/31/2024	Active	MERRIMAC	Xiuling Ni	Osaka Asian Bistro		All Alcoholic Beverages		Restaurant
90283-PK-0694	VILLAGE BEER & WINE LLC	LLC	Off Premise Retail	Issued	12/31/2024	Active	MERRIMAC	JAMES PALMISANO		Wines and Malt		Convenience Store	



COMMONWEALTH OF MASSACHUSETTS

6.11.b

DEPARTMENT OF THE STATE TREASURER

ALCOHOLIC BEVERAGES CONTROL COMMISSION

95 Fourth Street, Suite 3 Chelsea, MA 02150-2358

Jean M. Lorizio, Esq.

Commission Chairman

QUOTA BREAKDOWN

As of: 8/21/2024

Town of: Merrimac (0694)

ANNUAL

On Premise Retail

			Exemption			Total Available in Quota
	Allowed	Total Issued	Special Leg	Vets Clubs	Farmer Series PP	
AB	14	3	0	0	0	11
WM	5	0	0	0	0	5
WMC		0	0	0	0	

Off Premise Retail

			Exemption			Total Available in Quota
	Allowed	Total Issued	Special Leg	Vets Clubs	Farmer Series PP	
AB	2	2	0	0	0	0
WM	5	2	0	0	0	3

SEASONAL

On Premise Retail

			Exemption			Total Available in Quota
	Allowed	Total Issued	Special Leg	Vets Clubs	Farmer Series PP	
AB	0	0	0	0	0	0
WM	0	0	0	0	0	0
WMC		0	0	0	0	

Off Premise Retail

			Exemption			Total Available in Quota
	Allowed	Total Issued	Special Leg	Vets Clubs	Farmer Series PP	
AB	0	0	0	0	0	0
WM	0	0	0	0	0	0

Annual	AB	SECTION 12
Restaurant		3

This document is for informational purposes only. Consult the local licensing authority regarding availability of licenses or any specific local restrictions imposed by the local licensing authority.

Attachment: Alcoholic Beverages Control Commission LLA_Quota_Report (Alcoholic Beverages Control Commission LLA_Quota_Report)



Merrimac Select Board

2 School Street

Merrimac, MA 01860

SCHEDULED

Meeting: 09/09/24 07:00 PM

Department: Merrimac Select Board

Category: Inquiry

Prepared By: Jennifer Penney

Initiator: Jennifer Penney

Sponsors:

~~CORRESPONDENCE (ID # 8840)~~

~~DOC ID: 8840~~

FEMA Flood Map Update_ Your Response Requested

Forwarded to Conservation Comm. chair, Conservation Agent Jay Smith;

From: [Madden, Nadia \(DCR\)](#)
To: [Robert Sinibaldi - ISD \(X3061\)](#)
Cc: [Shayla Wells - Planning \(X3070\)](#); [Jennifer Penney - Select Board \(X3080\)](#)
Subject: RE: FEMA Flood Map Update: your response requested
Date: Monday, August 26, 2024 4:30:00 PM

Hello Robert:

Just following up as I have not heard a reply from Merrimac yet. Who in your community should I reach out to concerning the FEMA flood map updates and the information requested below?

Sincerely,

Nadia Madden, Floodplain Management Specialist
 Flood Hazard Management Program
 MA Dept. of Conservation & Recreation
Nadia.madden@mass.gov
www.mass.gov/guides/floodplain-management

From: Madden, Nadia (DCR)
Sent: Thursday, August 1, 2024 7:58 AM
To: commissioner@townofmerrimac.com
Subject: FEMA Flood Map Update: your response requested

Dear Robert,

Merrimac is included in the [FEMA Flood Map update](#) for the Merrimack watershed.

We are expecting your new Flood Insurance Rate Maps (FIRM) and Flood Insurance Study (FIS) to become effective in the late spring or early summer of 2025. I know we have said this before, and the effective date has been delayed, but we have to plan based on the information we have. A letter of Final Determination is expected in December 2024 or January 2025, the effective date of the FIRM and FIS will be six months from the date of the LFD.

As a participating National Flood Insurance Program (NFIP) community, Merrimac will need to adopt these new maps at your annual Town Meeting/City Council in 2025 before the effective date of the maps so that your status in the NFIP will remain active.

My message has two parts:

A. I need to know the correct person(s) to work with over the coming months so your draft floodplain bylaw will be compliant in time for your spring Town Meeting warrant/City Council approval. Are you the right person/people to work with? If not, please send me the names, titles, and contact information (email and phone please) for those who will fill this role. Also, if anyone else should be copied for this conversation, please let me know.

B. I have linked the [FEMA-approved state model floodplain bylaw](#) along with [Bylaw FAQs](#). Please take a look at these materials—this is where we'll begin to work together so you're ready for spring adoption.

If our office has not recently reviewed Merrimac's current floodplain bylaw, please send me a Word version for review.

Thank you for considering this matter and for your reply. Our goal is to help you with this process so that you do not face suspension from the program in 2025.

Attachment: FEMA Flood Map Update_ your response requested (FEMA Flood Map Update_ Your Response Requested)

Sincerely,

Nadia Madden, Floodplain Management Specialist
Flood Hazard Management Program
MA Dept. of Conservation & Recreation

Nadia.madden@mass.gov

www.mass.gov/guides/floodplain-management



Agenda Item
Merrimac Select Board
09/09/24

Email from Margaret Sullivan _3-5 Highland Rd

Subject:

cc'd Bob Sinibaldi; Board of Health

Attachments:

Email from Margaret Sullivan _3-5 Highland Rd

From: [margi sullivan](#)
To: [Jennifer Penney - Select Board \(X3080\)](#)
Subject: 3-5 Highland Rd
Date: Tuesday, August 27, 2024 8:41:47 AM

Dear Selectboard,

We wanted to let you know that we have issues regarding our house that could have caused problems with insuring it and, in the past, damage that our insurance company denied. We are concerned that our insurance company could deny a claim again because of the list below.

We purchased our house in August 2016. Since then, we have had many issues and discovered several urgent problems that require immediate attention.

The prior owner's property card does not match what was permitted when an addition was put on the property. Taxes jumped significantly. Why?

The health department still has a septic system in place. Is one house on septic and the other on sewer?

The water department states we are on sewer.

We replaced the deck and have recently learned that it is illegal after pulling a permit and having it inspected.

Water at 3 Highland is charged a minimum rate for water and sewer and should be charged by use. We are being taxed double for this because free cash supports the water and sewer department. This should be charged for use only as we are residents. Who else is being affected by this?

We want to meet and discuss a solution to these issues as soon as possible.

Best,
Margaret Sullivan
Michael Grainger

Attachment: Email from Margaret Sullivan _3-5 Highland Rd (Email from Margaret Sullivan _3-5 Highland Rd)



Agenda Item
Merrimac Select Board
09/09/24

Comcast Digital Equity- Resources

Subject:

Attachments:

Comcast Digital Equity- Resources

From: [Morris, Kerry](#)
To: [Jennifer Penney - Select Board \(X3080\)](#)
Subject: Comcast Digital Equity- Resources
Date: Tuesday, August 27, 2024 12:32:32 PM
Attachments: [image001.png](#)
[image002.png](#)

Hi Jen,

I hope that you had a great summer. As we approach the fall season, I wanted to reach out to share information on our digital equity resources that we offer to communities.

We work year-round with *community partners, such as schools, government officials, housing authorities, and nonprofit organizations*. We have sign-up events at back-to-school nights, sending custom mailers from superintendents, collateral distribution at libraries and social service centers, and ads in conference programs and newsletters. We also host tabling events with Digital Equity resources and efforts, with Sr Centers. **If this is something that you would like to coordinate on, please let me know, as I would be happy to set something up in the coming months.**

Community Impact Resources:

Internet Essentials is the nation's largest and most comprehensive broadband adoption program for low-income households. The program confronts all three barriers to internet adoption: low-cost high-speed internet at home, low-cost computers, and digital training skills (speeds of up to 50/10 Mbps with Internet Essentials for \$9.95/month or speeds of up to 100/20 Mbps with Internet Essentials Plus for \$29.95/month). Individuals may qualify for the Internet Essentials program if they: *live in an area where Xfinity Internet service is available and qualify for programs like the National School Lunch Program, housing assistance, Medicaid, SNAP, and others.*

The **Internet Essentials Partnership Program (IEPP)** is designed to help accelerate Internet adoption at a critical time. This program provides the opportunity for school districts and other organizations to fund and quickly connect large numbers of students and families to broadband access at home. Partners, such as schools, healthcare providers, and other community-based organizations, can sponsor, Internet Essentials service for their eligible members/families. The minimum requirements to establish a Partnership Program Agreement are at least a six-month term for at least 25 eligible applicants that are new to the program.

Partner Resources: [Partner.InternetEssentials.com](#) Our Partner Portal is open and accessible to any individual or organization looking to access our free marketing collateral and resources, including online safety and other partner-sponsored materials. Partners may download files and order printed copies of materials, available in up to **36 languages**, at no cost.

Customer Resources: Internet Essentials Learning Center: Our Learning Center is fully accessible to the public. We believe that Digital Literacy is the most important facilitator of getting people connected. [InternetEssentials.com/Learning](#)

Community-based organizations provided a trusted voice and support communities need to learn about the availability of programs like Internet Essentials and ACP, enroll in available programs, and

receive the digital skills needed to take full advantage of all the Internet has to offer.

Community Partners can:

- **Distribute Materials Promote the Program**
 - Visit Partner.InternetEssentials.com to order free marketing materials. You can download files or place an order for complimentary brochures, flyers, and posters.
 - Promote Internet Essentials in your community through events, newsletters, speeches, radio, and in conversation.
 - Send out an email to trusted community partners—such as local churches, libraries, and schools—to ensure they are aware of our program and are informing their community.
 - Co-host an event with us so that families can learn about Internet Essentials and sign up for service.
- **Become a Digital Navigator & Offer Free Digital Literacy Training**
- Host informational sessions to introduce clients to the Internet and its many uses: schoolwork, jobs, social networking, news, government services, healthcare.
- Assist with the enrollment process for ACP and Internet Essentials.
- Make training classes accessible and relevant to clients by working with local libraries and non-profits.

Internet Essentials has a causal effect on employment and income for the adults in households who adopt. This research shows that when we connect households to do homework, the whole family benefits.

Please let me know if you would like to meet to discuss this community impact initiative or if you are interested in working together to host an IE event with residents.

Thanks!

Kerry





Agenda Item
Finance
09/09/24

Town Administrators Reportt

Subject:

Attachments:

Town Administrators Report 9-3-2024

Conditional Offer Letter_Kelleigh Greaney

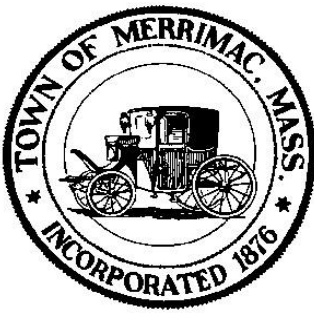
FY2025 Articles for Consideration

ADU - By Right - Clean Version

BESS Zoning By-Law Draft

WATER BY LAW ARTICLE - FTM 2024

Moody's Update



MEMO

DATE: 9/3/2024

TO: Select Board

FROM: Carol McLeod

RE: Bi-Weekly Update

-
1. **Assistant Assessor Position** – Please see attached Conditional Offer letter for Kelleigh Greaney. I am recommending that the Board appoint Kelleigh Greaney as the Assistant Assessor.
 2. **Moody's Update** – Please see the recent update that Moody's prepared on the Town of Merrimac.
 3. **Community Compact Grants** – I have sent several notices to Department Heads regarding the Community Compact Grants. We are allowed to apply for 2 Best Practices, I have only heard from Brienne; she would like to apply for a Best Practices Grant for Age and Dementia. I would like to apply for a Best Practices Grant to evaluate the Town form of government and recommendations for change.
 4. **Fall Town Meeting Articles** – See attached summary of the Articles for Fall Town Meeting. The articles for Zoning By-Laws need to have a Public Hearing prior to Town Meeting, then vote on recommendation for passage on those articles. The Public Hearing is scheduled for October 15th. You will need to vote of the Warrant Articles on September 23rd. I am working on the specific language and will have that to you after Town Counsel reviews. I have included the proposed changed supplied by Bob Sinibaldi.



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

August 21, 2024

Kelleigh Greaney
 8 Wharf Drive
 Groveland, MA 01834

Re: Conditional Offer of Employment for the position of Assistant Assessor

Dear Ms. Greaney,

Based upon the recommendation of the Principal Assessor, we are pleased to make this conditional offer of employment to you as an Assistant Assessor for the Town of Merrimac.

Your position is Assistant Assessor, and your targeted date of employment will be September 10, 2024. Your rate of pay is \$30.22 per hour for 35 hours per week. Please note that as a full-time employee, you are eligible for benefits.

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

Please see your department head for a new hire package or you can go to: <http://merrimac01860.info/DocumentCenter/View/1143/Full-Time-New-Employee-Packet>. You will need to complete the forms prior to your first day of employment. It will be necessary for you to bring two forms of identification with you for purposes of completing the government required I-9 form. Your appointment will be subject to a satisfactory medical exam and drug screen. Please call COEH Clinic, 603-580-6635 to schedule. They are located at 6 Hampton Road, Exeter, NH 03833.

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

If you have any questions, please consult with Heather Roche. We welcome you and wish you a long and successful career with our Town.

Sincerely,

Chris Manni, Chairman

Attachment: Conditional Offer Letter_Kelleigh Greaney (Town Administrators Reportt)

Town of Merrimac
October 21, 2024 - Special Town Meeting
Articles for Consideration

Town Vote	Art. #	Recommendations			Description
		Selectmen	Finance Committee	Capital Planning	
	1			N/A	To decrease the amount appropriated in Article 11 of the Annual Town Meeting by \$17,900.00 , per the following adjustments:
	-	-	-	-	Increase Finance Department Salaries for longevity stipend. \$ 100.00
	-	-	-	-	Decrease Highway Department Salaries, based on new employees rates. (\$10,000.00)
	-	-	-	-	Decrease Health and Dental Insurance, based upon actuals. (\$10,000.00)
	-	-	-	-	Decrease Worker's Compensation Insurance, based upon actuals. (\$10,000.00)
	-	-	-	-	Increase Property and Liability Insurance, based upon actuals. \$12,000.00
	2			N/A	To reduce the amount raised & appropriated in Article 18 of the Annual Town Meeting by (\$10,000.00) , for Solid Waste, Recycling and Disposal.
	3		N/A	N/A	To amend the Zoning By-law, amending Articles 2,4,5,6,7 and 17, for changes to the Assessory Dwelling Units. (2/3 Vote Required)
	4		N/A	N/A	To amend the Zoning By-law by adding a Battery Energy Storage Systems. (2/3 Vote Required)
	5		N/A	N/A	To amend the Town of Merrimac General By-Laws, Article XVIII, Water Use, by adding a paragraph to Section 18.5.16.
	6		N/A	N/A	Placeholder for Merrimac Town Forest eligible for conservation protection under Article 97.

Attachment: FY2025 Articles for Consideration (Town Administrators Report)

ARTICLE 2: DEFINITIONS

ACCESSORY DWELLING UNIT (ADU): A self-contained housing unit, inclusive of sleeping, cooking and sanitary facilities on the same lot as a principal dwelling, subject to otherwise applicable dimensional and parking requirements, that: (i) maintains a separate entrance, either directly from the outside or through an entry hall or corridor shared with the principal dwelling sufficient to meet the requirements of the state building code for safe egress; (ii) is not larger in gross floor area than 1/2 the gross floor area of the principal dwelling or 900 square feet, whichever is smaller; and (iii) is subject to such additional restrictions as may be imposed by a municipality, including, but not limited to, additional size restrictions and restrictions or prohibitions on short term rental, as defined in section 1 of chapter 64G; provided, however, that the Town shall not unreasonably restrict the creation or rental of an accessory dwelling unit that is not a short-term rental.”

ARTICLE 4: VILLAGE RESIDENTIAL DISTRICT (VR)

Permitted By-Right

- 4.2.6. One Accessory Dwelling Unit, either attached to a single family dwelling or detached on a single-family lot, provided that the accessory dwelling unit contains no more than 900 square feet of total floor area or not more than ½ the square gross floor area of the principal dwelling whichever is less and the LOT contains sufficient area to accommodate parking for the occupants of the single-family dwelling in accordance with the requirements of the bylaw and one parking space for the accessory dwelling.

ARTICLE 5: SUBURBAN RESIDENTIAL DISTRICT (SR)

Delete:

- 5.4.4. One accessory dwelling unit in a single-family dwelling in existence for at least five years to the application for a building permit, subject to the regulations for “Accessory Dwelling Units and Conversion of Existing Single-Family Dwellings” in Article 17 of this Bylaw.

Add:

- 5.2.9. One Accessory Dwelling Unit, either attached to a single family dwelling or detached on a single-family lot, provided that the accessory dwelling unit contains no more than 900 square feet of total floor area or not more than ½ the square gross floor area of the principal dwelling whichever is less and the LOT contains sufficient area to accommodate parking for the occupants of the single-family dwelling in accordance with the requirements of the bylaw and one parking space for the accessory dwelling.

ARTICLE 6: AGRICULTURAL RESIDENTIAL DISTRICT (AR)

Delete

6.4.2. One accessory dwelling unit in a single-family dwelling in existence for at least five years to the application for a building permit, subject to the regulations for “Accessory Dwelling Units and Conversion of Existing Single-Family Dwellings” in Article 17 of this Bylaw.

Add:

6.2.10. One Accessory Dwelling Unit, EITHER ATTACHED TO A SINGLE FAMILY DWELLING OR DETACHED ON a single-family LOT, provided that the accessory dwelling unit contains no more than 900 square feet of total floor area or not more than ½ the square gross floor area of the principal dwelling whichever is less and the LOT contains sufficient area to accommodate parking for the occupants of the single-family dwelling in accordance with the requirements of the bylaw and one parking space for the accessory dwelling.

ARTICLE 7: LAKE ATTITASH DISTRICT (LA)

Add:

7.2.6 One Accessory Dwelling Unit, EITHER ATTACHED TO A SINGLE FAMILY DWELLING OR DETACHED ON a single-family LOT, provided that the accessory dwelling unit contains no more than 900 square feet of total floor area or not more than ½ the square gross floor area of the principal dwelling whichever is less and the LOT contains sufficient area to accommodate parking for the occupants of the single-family dwelling in accordance with the requirements of the bylaw and one parking space for the accessory dwelling.

ARTICLE 17. ACCESSORY DWELLING UNITS AND CONVERSION OF EXISTING SINGLE-FAMILY DWELLINGS

17.1. Purpose.

The purposes of the Accessory Dwelling Units and Conversions of Existing Structures bylaw are to provide for a range of housing types in the Town of Merrimac through the reuse of existing buildings, to encourage the creation of affordable housing units, to enable homeowners to accommodate the needs of elderly family members or family members with disabilities, and to provide suitable housing for caregivers.

17.2. Applicability.

In any zoning district where an ADU is permitted by right. Where a conversion of a single-family dwelling to not more than four dwelling units is permitted by SPECIAL PERMIT, the BOARD OF APPEALS shall be the Special Permit Granting Authority.

17.3. Accessory Dwelling Unit.

17.3.1. The intent and the purpose of this section is to permit accessory dwelling units in residential districts subject to the standards and procedures hereinafter set forth. It is also the intent to assure that the single-family

character of the neighborhood will be maintained and that the accessory unit remains subordinate to the principal living quarters.

- 17.3.2. **Restrictions.** An Accessory Dwelling Unit that maintains a separate entrance, either directly from the outside or through an entry hall or corridor shared with the principal dwelling sufficient to meet the requirements of the state building code for safe is permitted by right.
- 17.3.3. **Disposal of sewage.** Adequate provision shall be made for the disposal of sewage, waste and drainage generated by the occupancy of such accessory unit in accordance with the requirements of the Board of Health. Connection to the municipal sewer system is required for property located in a designated sewer service area unless such connection imposes an undue economic hardship on the applicant, as determined by the Sewer Commission. Such determination shall be made as part of the building permit application.
- 17.3.4. **DESIGN. ATTACHED ACCESSORY DWELLING UNIT:** An attached Accessory Dwelling Unit shall be a structurally integral part of the SINGLE-FAMILY DWELLING in which it is contained. It may be created by the installation of a common wall or the partitioning of or extension of existing habitable area. It shall not be separated from such existing habitable area by unheated or uninhabitable space, such as a garage, but may be separated from such area by common residential space on exceeding 35 square feet in floor area. All stairways to additional stories shall be enclosed within the exterior walls of the STRUCTURE.
 - 17.3.5.1 **Ingress, egress, access.** Adequate provision, as determined by the BUILDING COMMISSIONER, shall be provided for separate ingress and egress to the outside of each unit. An interior doorway shall be provided between DWELLING UNITS as a means of access for purposes of supervision and emergency response.
- 17.3.5. **DESIGN – DETACHED ACCESSORY DWELLING UNIT.** A detached Accessory Dwelling Unit shall be designed and constructed in such a manner that is consistent with the design of the primary dwelling unit. The detached dwelling unit shall be located on the lot to the rear of the frontline of the primary structure.
 - 17.3.6.1 **Ingress, egress, access.** Adequate provision, as determined by the BUILDING COMMISSIONER, shall be provided for separate ingress and egress to the outside of each unit. Both the primary and Accessory Dwelling Units shall access the lot from the same driveway.
- 17.3.6. **Area limitation.** Such accessory unit shall not be larger in gross floor area than 1/2 the gross floor area of the principal dwelling or 900 square feet, whichever is smaller.
- 17.3.7. **Parking.** A minimum of one (1) off street parking space shall be provided for

the Accessory Dwelling Unit, in addition to the two (2) parking spaces required for the SINGLE FAMILY DWELLING. Parking may be in a driveway or a garage.

- 17.3.9 Lot: There shall be no further subdivision of the lot containing the SINGLE FAMILY DWELLING and the Accessory Dwelling Unit.
- 17.3.10 Accessory Dwelling Unit Site Plan Approval: All Accessory Dwelling Units are required to obtain Site Plan Approval from the Planning Board pursuant to the procedures below:
 - 17.3.10.1 The application for plan approval shall be accompanied by seven (7) copies of a site plan.
 - 17.3.10.2 All site plans shall show the following:
 - 17.3.10.2.1 The perimeter dimensions of the lot; Assessor's Map, lot and block numbers.
 - 17.3.10.2.2 All existing and proposed buildings, structures, building setbacks, parking spaces, driveway openings, distance between buildings, plan view exterior measurements of individual buildings, driveways, service areas and open areas. All setback requirements shall be met for the detached accessory dwelling unit and shall be shown on the plan.
 - 17.3.10.2.3 Elevations of all buildings on the lot.
 - 17.3.10.2.4 Floor plans of the accessory unit and principal residence
 - 17.3.10.2.5 All proposed landscaping features, such as fences, walls, planting areas and walks on the lot and tract.
 - 17.3.10.2.6 Existing major natural features, including streams, wetlands and all trees six inches or larger in caliper. (Caliper is girth of the tree at approximately waist height.)
 - 17.3.10.2.7 Scale and North arrow (minimum scale of one inch equals 40 feet).
 - 17.3.10.2.8 Developer's (or his representative's) name, address and phone number.
 - 17.3.10.3 Site Plan Review Criteria: Site Plan Review criteria shall be limited to the following:

- 17.3.10.3.1 The Accessory Dwelling Unit should minimize tree, vegetation and soil removal and grade changes.
- 17.3.10.3.2 Architectural style should be compatible with the existing principal dwelling on the subject property.
- 17.3.10.3.3 The Accessory Dwelling Unit shall be serviced with adequate water supply and sewer or septic service.
- 17.3.10.3.4 The Plan shall demonstrate adequate parking, as required hereunder and shall maximize convenience and safety for vehicular and pedestrian movement within the property and in relation to adjacent ways.
- 17.3.10.3.5 All Accessory Dwelling Units, either attached or detached, shall meet the required setbacks as set forth in the Zoning District.

17.3.10.4 Accessory Dwelling Unit Site Plan Approval Application Process

An applicant for shall file the application and all required submittals with the Planning Board. The review for an Accessory Dwelling Unit Site Plan shall be conducted at a regular meeting of the Planning Board. An application for an Accessory Dwelling Unit site plan approval shall be reviewed for consistency with the purpose and intent of this Article 17, and such plan review shall be construed as an as-of-right review and approval process. After review, the Planning Board shall issue to the applicant a copy of the decision for an Accessory Dwelling Unit site plan approval containing the name and address of the owner, identifying the land affected, and the plans that were the subject of the decision.

- 17.3.11 Occupancy permit; control. No occupancy of the additional dwelling unit shall take place without an occupancy permit issued by the BUILDING COMMISSIONER.
- 17.3.12 Rental: Accessory Dwelling Units may not be used as Short-Term Rentals, as such term is defined in G.L. c. 64G, §1 or otherwise rented for a period shorter than thirty-one (31) days.

Battery Energy Storage Systems

Article _____:

To see if the Town will vote to amend the zoning bylaws to add the following Battery Energy Storage Bylaw as XX. The bylaw will include definitions added to Article 2, Definitions.

DEFINITIONS

Battery(ies): A single cell or a group of cells connected together electrically in series, in parallel, or a combination of both, which can charge, discharge, and store energy electrochemically. For the purposes of this bylaw, batteries utilized in consumer products are excluded from these requirements.

Battery Energy Storage Management System: An electronic system that protects energy storage systems from operating outside their safe operating parameters and disconnects electrical power to the energy storage system or places it in a safe condition if potentially hazardous temperatures or other conditions are detected.

Battery Energy Storage System (BESS): One or more devices, assembled together, capable of storing energy in order to supply electrical energy at a future time, not to include a stand-alone 12-volt car battery or an electric motor vehicle. A Battery Energy Storage System is classified a Tier 1, Tier 2, or Tier 3 BESS as follows:

1. Tier 1 Battery Energy Storage Systems have an aggregate energy capacity equal to 250KWh or less and, whose primary purpose is to store energy from residential solar energy systems if in a room or enclosed structure, and which 51% or more of its stored energy is derived from solar energy systems.
2. Tier 2 Battery Energy Storage Systems have an aggregate energy capacity equal to 250KWh or less and, whose primary purpose is to store energy from commercial solar energy systems if in a room or enclosed structure, and which 51% or more of its stored energy is derived from solar energy systems.
3. Tier 3 Battery Energy Storage Systems are defined as those that are interconnected to high voltage transmission lines and have an aggregate energy capacity greater 250 KWh but less than or equal to 3 MWh.

Cell: The basic electrochemical unit, characterized by an anode and a cathode, used to receive, store, and deliver electrical energy.

Commissioning: A systematic process that provides documented confirmation that a battery energy storage system functions according to the intended design criteria and complies with applicable code requirements.

Dedicated-Use Building: A building that is built for the primary intention of housing battery energy storage system equipment, is classified as Group F-1 occupancy as defined in the International Building Code, and complies with the following:

1. The building's only use is battery energy storage, energy generation, and other electrical grid-related operations.
2. No other occupancy types are permitted in the building.
3. Occupants in the rooms and areas containing battery energy storage systems are limited to personnel that operate, maintain, service, test, and repair the battery energy storage system and other energy systems.
4. Administrative and support personnel are permitted in areas within the buildings that do not contain battery energy storage system, provided the following:
 - a. The areas do not occupy more than 10 percent of the building area of the story in which they are located.
 - b. A means of egress is provided from the administrative and support use areas to the public way that does not require occupants to traverse through areas containing battery energy storage systems or other energy system equipment.

USE TABLE

	VR	SR	AR	BMO	LA	VC	RH	HS	OI	RAPO
Tier 1 Residential Battery Energy Storage Systems	Y	Y	Y	Y	Y	Y	Y	Y	Y	N
Tier 2 Battery Energy Storage Systems	Y	Y	Y	Y	Y	Y	Y	Y	Y	N
Tier 3 Battery Energy Storage Systems	N	N	N	N	N	N	N	N	SP	N

BATTERY ENERGY STORAGE SYSTEMS (BESS) BY-LAW

A. Purpose.

The purpose of this bylaw is to provide for the construction and operation of Battery Energy Storage Systems (BESS) and to provide standards for the placement, design, construction, monitoring, modification and removal of energy storage systems that address public safety, protection of the Town and private drinking water supply, minimize impacts on scenic, natural and historic resources of the Town of Merrimac, and provide adequate financial assurance for decommissioning. The provisions set forth in this section shall take precedence over all other sections when considering applications related to the construction, operation, and/or repair of Battery Energy Storage Systems.

B. Definitions – Refer to definitions in Article 3

C. Applicability

1. Building-integrated Battery Energy Storage Systems
 - a. Battery Energy Storage Systems that are building-integrated, whether a residential or commercial building, energy storage systems shall not be erected, constructed, installed, or modified as provided in this section without first obtaining a building permit from the Building Inspector.
 - b. Building-integrated energy storage systems may be coupled with rooftop solar or behind the meter applications for peak shaving.
2. Co-located Battery Energy Storage Systems
 - a. Battery Energy Storage Facilities are encouraged to co-locate with solar photovoltaic installations, energy, power generation stations, and electrical sub-stations.
 - b. If co-located with a solar photovoltaic installation, the BESS shall not exceed the necessary capacity and size generated by the output of the co-located solar photovoltaic installation.
 - c. Tier 3 Battery Energy Storage systems not primarily associated with on-site solar generation, which generate less than 51% of their stored energy from solar energy systems shall only be permitted in the Office Light Industrial District and shall require a Special Permit and Site Plan Review from the Planning Board. No Battery Energy Storage Systems are permitted in the Water Resource Protection Overlay District
 - d. The nameplate capacity of an Energy Storage system shall not exceed the total kw of renewable energy being produced on the 3-phase distribution line that the energy storage system will be interconnected to.
 - e. Modifications to, retrofits or replacements of an existing battery energy storage system that increase the total battery energy storage system designed discharge duration or power rating shall be subject to this bylaw.

D. General Requirements

1. In accordance with Section C above, all Tier 3 battery energy storage systems shall require a special permit and site plan approval by the Planning Board prior to construction, installation, or modification as provided in this bylaw.
2. All Tier 1 and Tier 2 battery energy storage systems shall require site plan review.
3. The construction, operation, and decommissioning of all battery storage energy storage systems shall be consistent with all applicable local, state, and federal requirements, including but not limited to all applicable environmental, safety, construction, fire, and electrical requirements.
4. A building permit and an electrical permit shall be required for installation of all battery energy storage systems.

E. Application Materials

In addition to requirements of Article 19 Site Plan Review, the application for a Special Permit under this Section shall include the following:

1. An existing condition plan with property lines and physical features, including topography and roads, characteristics of vegetation (trees mature, old growth, shrubs, open field, etc.), wetlands, streams, ledge, for the project site;
2. A site plan prepared, stamped and signed by a Professional Engineer licensed to practice in Massachusetts, that shows the following:
 - a. Proposed changes to the landscape of the site, including grading, vegetation clearing and planting, exterior lighting, screening vegetation or structures, driveways, snow storage, and storm water management systems; including total acreage of disturbed area, total vegetation cleared, not including mowed fields;
 - b. Trees with a DBH of 20" or greater within project parcel(s) shall be identified to determine tree loss, along with inventorying of diseased or hazard trees slated to be removed due to proposed development;
 - c. Property lines and physical dimensions of the subject property with contour intervals of no more than 10 feet;
 - d. Property lines of adjacent parcels within 300 feet.
 - e. Location, dimensions, and types of existing major structures on the property;
 - f. Location of the proposed battery energy storage structures, foundations, and associated equipment;
 - g. The right-of-way of any public road that is contiguous with the property;
 - h. Any overhead or underground utilities;
 - i. At least one color photograph of the existing site, measuring eight (8) inches by ten (10) inches;
 - j. Locations of active farmland and prime farmland soils, wetlands, permanently protected open space, Priority Habitat Areas and BioMap 2 Critical Natural Landscape Core Habitat mapped by the Natural Heritage & Endangered Species Program (NHESP) and "Important Wildlife Habitat" mapped by the DEP;
 - k. Locations of floodplains or inundation areas for moderate or high hazard dams;
 - l. Locations of local or National Historic Districts; and
 - m. Stormwater management and erosion and sediment control.
3. A preliminary equipment specification sheet that documents the proposed battery energy storage system components, inverters and associated electrical equipment that are to be installed, including manufacturer and model. A final equipment specification sheet shall be submitted prior to the issuance of building permit.
4. One- or three-line electrical diagram showing associated components, and electrical interconnection methods, with all NEC compliant disconnects and overcurrent devices.
5. Contact information and signature of the project proponent, as well as all co-proponents, if any, and all property owners.
6. Contact information and signature of agents representing the project proponent, if any;

7. Contact information for the person(s) responsible for public inquiries throughout the life of the system.
8. An operations and maintenance plan for Battery Energy Storage System. Such plan shall describe continuing battery energy storage system maintenance and property upkeep, as well as design, construction, installation, testing and commissioning information. It shall also include Energy Storage System technical specifications, including manufacturer and model.
9. Electrical schematic.
10. Documentation that shows the owner of the Energy Storage System has site control, which shall include easements and access roads.
11. Documentation that shows the owner of the Energy Storage System has notified the electric utility of this installation.
12. Emergency Operations Plan. A copy of the approved Emergency Operations Plan shall be given to the system owner, the local police department, local fire department, and local building official. A permanent copy shall also be placed in an approved location to be accessible to facility personnel, building officials, and emergency responders. The emergency operations plan shall include the following information:
 - a. Procedures for safe shutdown, de-energizing, or isolation of equipment and systems under emergency conditions to reduce the risk of fire, electric shock, and personal injuries, and for safe startup following cessation of emergency conditions.
 - b. Procedures for inspection and testing of associated alarms, interlocks, and controls. This includes hazmat appliances for conducting atmospheric monitoring with a scientific officer to support.
 - c. Procedures to be followed in response to notifications from the Battery Energy Storage Management System, when provided, that could signify potentially dangerous conditions, including shutting down equipment, summoning service and repair personnel, and providing agreed upon notification to fire department personnel for potentially hazardous conditions in the event of a system failure.
 - d. Emergency procedures to be followed in case of fire, explosion, release of liquids or vapors, damage to critical moving parts, or other potentially dangerous conditions. Procedures can include sounding the alarm, notifying the fire department, evacuating personnel, de-energizing equipment, and controlling and extinguishing the fire.
 - e. Response considerations similar to a safety data sheet (SDS) that will address response safety concerns and extinguishment when an SDS is not required.
 - f. Procedures for dealing with battery energy storage system equipment damaged in a fire or other emergency event, including maintaining contact information for personnel qualified to safely remove damaged battery energy storage system equipment from the facility.
 - g. Other procedures as determined necessary by the Town to provide for the safety of occupants, neighboring properties, and emergency responders.

- h. Procedures and schedules for conducting drills of these procedures and for training local first responders on the contents of the plan and appropriate response procedures. Trainings must be provided and organized by the applicant.
- 13. Proof of liability insurance: The applicant shall be required to provide evidence of liability insurance in an amount and for a duration sufficient to cover loss or damage to persons and property caused by the failure of the system.
- 14. A noise study, prepared by a qualified individual with experience in environmental acoustics, to assess the impact of all noise sources generated from the project to abutting properties, and determine the appropriate layout, design, and control measures. The report should include details of assessment methods, summarize the results, and recommend the required outdoor as well as any indoor control measures.

F. Design and Site Standards

In addition to the standards for Special Permit and Site Plan Review in the Zoning Bylaw, the applicant shall adhere to the following standards and provide such information on the site plan:

1. Utility Lines. All on-site utility lines shall be placed underground to the extent feasible and as permitted by the serving utility.
2. Signage. The signage shall include the type of technology associated with the systems, any special hazards associated, the type of suppression system installed, and 24-hour emergency contact information. All information shall be clearly displayed on a light reflective surface. Clearly visible warning signs concerning voltage shall be placed at the base of all pad-mounted transformers and substations.
3. Lighting. Lighting of the systems shall be limited to that minimally required for safety and operational purposes and shall be reasonably shielded and downcast from abutting properties.
4. Setbacks. Battery Energy Storage Systems not co-located with solar photovoltaic installations shall adhere to a fifty (50) foot setback from the front, side, and rear property lines and shall adhere to a one hundred fifty (150) foot setback from any residential buildings. BESS's shall also adhere to a one hundred (100) foot setback from water wells (both private and public) located either on-site or on abutting properties.
5. Fire protection. Battery Energy Storage Systems not co-located with solar photovoltaic installations shall be located on properties serviced by the public water system or by a water supply acceptable to the Planning Board and Merrimac Fire Department.
6. Vegetation and Tree-Cutting. Areas within 5 (five) feet on each side of a Tier 1 system or within ten (10) feet on each side of a Tier 2 or Tier 3 system shall be cleared of combustible vegetation and other combustible growth. Single specimens of trees or shrubbery and cultivated ground covers such as green grass, ivy, succulents, or similar plants shall be exempt provided that they do not form a means of readily transmitting fire. Clearing of natural vegetation shall be limited to that which is necessary for the construction, operation and maintenance of the system and that which is otherwise prescribed by applicable bylaws and regulations.

7. Noise. The 1-hour average noise generated from the systems, components, and associated ancillary equipment shall not exceed a noise level of 60 dBA as measured at the property line.

G. Safety System Certification.

Battery energy storage systems and equipment shall be listed by a Nationally Recognized Testing Laboratory to UL 9540 (Standard for battery energy storage systems and Equipment) or approved equivalent, with subcomponents meeting each of the following standards as applicable:

1. UL 1973 (Standard for Batteries for Use in Stationary, Vehicle Auxiliary Power and Light Electric Rail Applications),
2. UL 1642 (Standard for Lithium Batteries),
3. UL 1741 or UL 62109 (Inverters and Power Converters),
4. Certified under the applicable electrical, building, and fire prevention codes as required.
5. Alternatively, field evaluation by an approved testing laboratory for compliance with UL 9540 (or approved equivalent) and applicable codes, regulations and safety standards may be used to meet system certification requirements.

H. Special Permit Criteria

The Planning Board may approve an application if the Board finds that the system complies with the Site Plan Review and Approval criteria and with the conditions for granting Special Permits.

Battery energy storage systems shall also satisfy the following additional criteria:

1. Environmental features of the site are protected, and surface runoff will not cause damage to surrounding properties or increase soil erosion and sedimentation of nearby streams and ponds.
2. The Planning Board may also impose conditions as it finds reasonably appropriate to safeguard the town or neighborhood including, but not limited to, screening, lighting, noise, fences, modification of the exterior appearance of electrical cabinets, battery storage systems, or other structures, limitation upon system size, and means of vehicular access or traffic features.
3. No occupancy permit shall be granted by the Building Commissioner, nor shall the site be energized or interconnected to the utility until the Planning Board has received, reviewed, and approved an as-built plan that demonstrates that the work proposed on the approved site plan, including all stormwater management components and associated offsite improvements, have been completed in accordance with the approved plan and certified same to the Building Commissioner.
4. The Planning Board may, in its discretion, approve an as-built plan upon provision of a type of surety as determined by the Planning Board, to secure incomplete work where such work is not immediately necessary for lawful operation of the system without negative effect on public health and safety and surrounding properties.
5. The applicant shall make every effort to coordinate necessary surveying and finalization of the as-built plans and submission of required construction control documents prior to the

conclusion of construction. Notwithstanding the above, a temporary occupancy permit may be granted with the approval of the Planning Board subject to conditions for completion of work imposed by the Board.

I. Decommissioning

1. As part of the applicant's submission to the Planning Board, the applicant shall submit a decommissioning plan, to be implemented upon abandonment or in conjunction with removal from property. The plan shall include:
 - a. A narrative description of the activities to be accomplished, including who will perform that activity and at what point in time, for complete physical removal of all battery energy storage system components, structures, equipment, security barriers, and transmission lines from the property.
 - b. Disposal of all solid and hazardous waste in accordance with local, state, and federal regulations.
 - c. The anticipated life of the battery energy storage systems.
 - d. The estimated decommissioning costs and how said estimate was determined.
 - e. The method of ensuring that funds will be available for decommissioning and restoration.
 - f. The method by which the decommissioning cost will be kept current.
 - g. The manner in which the site will be restored, including a description of how any changes to the surrounding areas and other systems adjacent to the battery energy storage system, such as, but not limited to, structural elements, building penetrations, means of egress, and required fire detection suppression systems, will be protected during decommissioning and confirmed as being acceptable after the system is removed.
 - h. A listing of any contingencies for removing an intact operational battery energy storage system from service, and for removing an energy storage system from service that has been damaged by a fire or other event.
2. Decommissioning Fund.
 - a. The owner and/or operator of the energy storage system, shall continuously maintain a fund or bond payable to the Town, in an approved form for the removal of the battery energy storage system, in an amount to be determined by the Planning Board for the period of the life of the facility.
 - b. All costs of the financial security shall be borne by the applicant. The amount shall include a mechanism for calculating increased removal costs due to inflation.
 - c. An inspection of the completed decommissioned area shall be reviewed by a consultant hired by the Planning Board before approving the decommissioning work in accordance with the Decommissioning Plan.
 - d. The owner and/or operator shall pay for the cost of this review with such payment being provided by the owner and/or operator prior to the consultant undertaking said review, in accordance with MGL Chapter 44, Section 53G.

J. Abandonment.

The battery energy storage system shall be considered abandoned when it ceases to operate consistently for more than twelve (12) months. The system shall be presumed abandoned if the owner and/or operator fails to respond affirmatively within thirty (30) days to a written inquiry from the Building Inspector as to the continued validity and operation of the system. If the owner or operator fails to comply with decommissioning upon any abandonment, the Town, may, at its discretion, remove the system and restore the site in accordance with the decommissioning plan.

K. Severability.

If any provision of this By-Law is found to be invalid by a court of competent jurisdiction, the remainder of this By-Law shall not be affected but remain in full force. The invalidity of any provision of this By-Law shall not affect the validity of the remainder of the Merrimac Zoning By-Law.

ARTICLE XXX

To see if the Town will vote to amend the Town's General By-Laws, Article XVIII, Water Use, by adding a paragraph to section 18.5.16 as amended as follows (Bold is new):

18.5.16 Efficient Use of Water is encouraged – the water supplied, treated, stored, and conveyed by the Public Water System is provided for the health, safety, and enjoyment of the customers of the Merrimac Water Department. The customers are reminded that the supply is not unlimited and are encouraged to avoid practices that result in the unnecessary use of water.

At paragraph 18.5.16 add

Any person with a privately-owned well should be aware that it is likely the well has the same or a similar water source as the Public Water System. This means that it is important for persons with privately-owned wells to also be efficient and mindful when it comes to water use. Any water conservation measures recommend for the customers to follow would be extra beneficial to the water supply, if persons who have privately-owned wells considered following the recommendations as well. This is extra important during times of drought.

Rationale:

In the by-laws section "Efficient Use of Water is Encouraged" information on water uses for private well owners has been added. It references the value of being mindful and efficient when it comes to water use since, even though they are not in the Town's public water system, the water in their well is most likely drawing from the same water source as the Town system or at least a similar source. This means both the public water system and private wells are affected during times of drought.

ISSUER COMMENT

23 August 2024

RATING

Issuer Rating ¹

Aa2 No Outlook

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CLIENT SERVICES

Americas 1-212-553-1653
 Asia Pacific 852-3551-3077
 Japan 81-3-5408-4100
 EMEA 44-20-7772-5454

Town of Merrimac, MA

Update to credit metrics

Issuer profile

The Town of Merrimac is located in Essex County in the North Shore region of Massachusetts, approximately 37 miles north of Boston. The town is bounded on the north and west by the New Hampshire state line.

Key indicators

Exhibit 1

Merrimac (Town of) MA

	2020	2021	2022	2023	Aa Medians
Economy					
Resident income ratio (%)	109.4%	117.2%	119.2%	N/A	115.2%
Full Value (\$000)	\$847,714	\$966,545	\$966,545	\$1,063,280	\$2,753,876
Population	6,926	6,698	6,717	N/A	22,803
Full value per capita (\$)	\$122,396	\$144,304	\$143,895	N/A	N/A
Annual Growth in Real GDP	-1.5%	7.0%	2.3%	N/A	4.9%
Financial Performance					
Revenue (\$000)	\$26,047	\$28,589	\$30,712	\$31,112	\$49,930
Available fund balance (\$000)	\$12,611	\$13,645	\$13,993	\$13,821	\$27,007
Net unrestricted cash (\$000)	\$14,103	\$13,809	\$15,124	\$13,847	\$36,277
Available fund balance ratio (%)	48.4%	47.7%	45.6%	44.4%	54.0%
Liquidity ratio (%)	54.1%	48.3%	49.2%	44.5%	75.9%
Leverage					
Debt (\$000)	\$14,091	\$13,693	\$14,070	\$12,905	\$35,831
Adjusted net pension liabilities (\$000)	\$23,749	\$27,317	\$23,737	\$17,309	\$55,367
Adjusted net OPEB liabilities (\$000)	\$5,204	\$4,919	\$3,581	\$3,352	\$5,248
Other long-term liabilities (\$000)	\$616	\$1,188	\$1,132	\$1,137	\$1,716
Long-term liabilities ratio (%)	167.6%	164.8%	138.4%	111.5%	244.9%
Fixed costs					
Implied debt service (\$000)	\$663	\$1,009	\$960	\$983	\$2,465
Pension tread water contribution (\$000)	\$943	\$904	\$833	N/A	\$1,563
OPEB contributions (\$000)	\$269	\$273	\$306	\$375	\$178
Implied cost of other long-term liabilities (\$000)	\$44	\$44	\$83	\$79	\$116
Fixed-costs ratio (%)	7.4%	7.8%	7.1%	7.3%	10.7%

For definitions of the metrics in the table above please refer to the [US Cities and Counties Methodology](#) or see the Glossary in the Appendix below. Metrics represented as N/A indicate the data were not available at the time of publication. The medians come from our most recently published [US Cities and Counties Median Report](#).

The real GDP annual growth metric cited above is for the Boston-Cambridge-Newton, MA-NH Metropolitan Statistical Area.

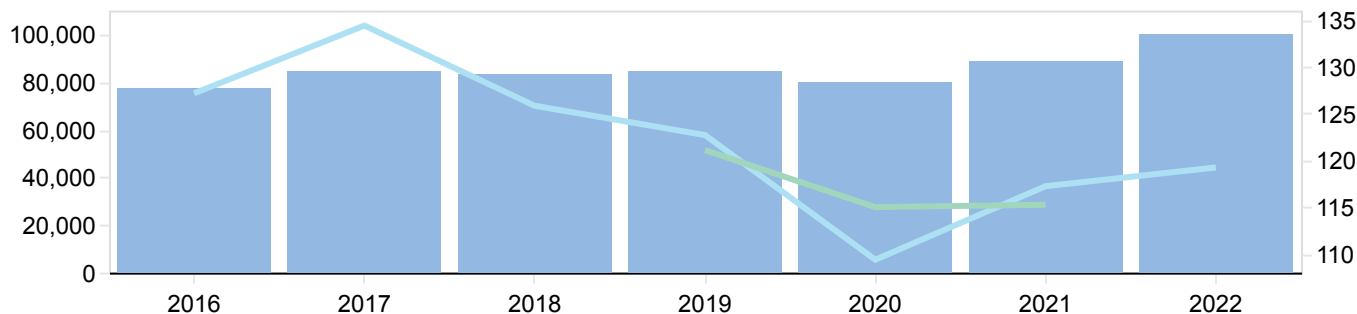
Sources: US Census Bureau, Merrimac (Town of) MA's financial statements and Moody's Ratings, US Bureau of Economic Analysis

Economy

Exhibit 2

Resident Income

Median household income (\$) Resident income ratio (%) Aa median resident income ratio (%)



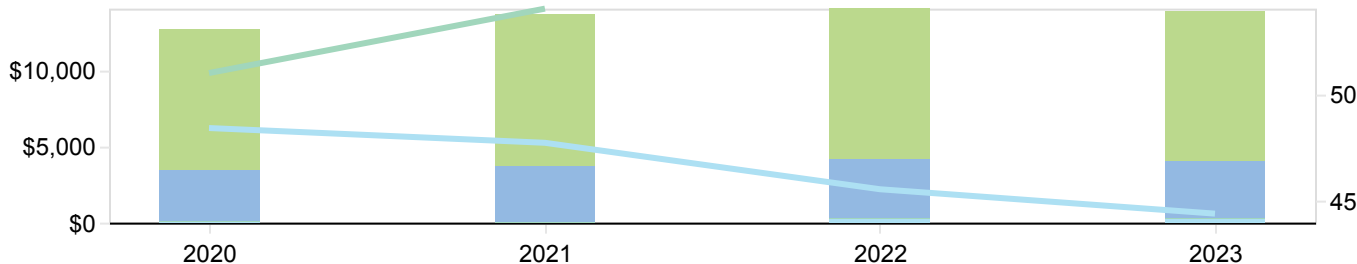
Source: Moody's Ratings

Financial performance

Exhibit 3

Fund Balance

General fund Other governmental funds Internal service funds Business-type activities
Available fund balance ratio (%) Aa median available fund balance ratio (%)



Source: Moody's Ratings

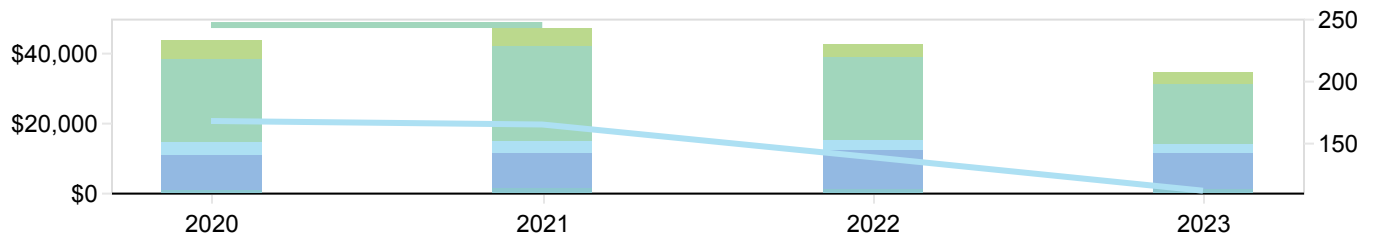
This publication does not announce a credit rating action. For any credit ratings referenced in this publication, please see the issuer/deal page on <https://ratings.moody's.com> for the most updated credit rating action information and rating history.

Leverage

Exhibit 4

Total Primary Government - Long Term Liabilities

■ Governmental Debt
 ■ Business-Type Activity Debt
 ■ Adjusted net pension liabilities
 ■ Adjusted net other post-employment liabilities
 ■ Other long-term liabilities
 — Long-term liabilities ratio (%)
 — Aa median long-term liabilities ratio (%)



Source: Moody's Ratings

Attachment: Moody's Update (Town Administrators Reportt)

Appendix

Exhibit 5

Key Indicators Glossary

	Definition	Typical Source*
Economy		
Resident income ratio	Median Household Income (MHI) for the city or county, adjusted for Regional Price Parity (RPP), as a % of the US MHI	MHI: US Census Bureau - American Community Survey 5-Year Estimates RPP: US Bureau of Economic Analysis
Full value	Estimated market value of taxable property in the city or county	State repositories; audited financial statements; continuing disclosures
Population	Population of the city or county	US Census Bureau - American Community Survey 5-Year Estimates
Full value per capita	Full value / population	
Economic growth metric	Five year CAGR of real GDP for Metropolitan Statistical Area or county minus the five-year CAGR of real GDP for the US	Real GDP: US Bureau of Economic Analysis
Financial performance		
Revenue	Sum of revenue from total governmental funds, operating and non-operating revenue from total business-type activities, and non-operating revenue from internal services funds, excluding transfers and one-time revenue, e.g., bond proceeds or capital contributions	Audited financial statements
Available fund balance	Sum of all fund balances that are classified as unassigned, assigned or committed in the total governmental funds, plus unrestricted current assets minus current liabilities from the city's or county's business-type activities and internal services funds	Audited financial statements
Net unrestricted cash	Sum of unrestricted cash in governmental activities, business type activities and internal services fund, net of short-term debt	Audited financial statements
Available fund balance ratio	Available fund balance (including net current assets from business-type activities and internal services funds) / Revenue	
Liquidity ratio	Net unrestricted cash / Revenue	
Leverage		
Debt	Outstanding long-term bonds and all other forms of long-term debt across the governmental and business-type activities, including debt of another entity for which it has provided a guarantee disclosed in its financial statements	Audited financial statements; official statements
Adjusted net pension liabilities (ANPL)	Total primary government's pension liabilities adjusted by Moody's to standardize the discount rate used to compute the present value of accrued benefits	Audited financial statements; Moody's Investors Service
Adjusted net OPEB liabilities (ANOL)	Total primary government's net other post-employment benefit (OPEB) liabilities adjusted by Moody's to standardize the discount rate used to compute the present value of accrued benefits	Audited financial statements; Moody's Investors Service
Other long-term liabilities (OLTL)	Miscellaneous long-term liabilities reported under the governmental and business-type activities entries	Audited financial statements
Long-term liabilities ratio	Debt + ANPL + ANOL + OLTL / Revenue	
Fixed costs		
Implied debt service	Annual cost to amortize city or county's long-term debt over 20 years with level payments	Audited financial statements; official statements; Moody's Investors Service
Pension tread water contribution	Pension contribution necessary to prevent reported unfunded pension liabilities from growing, year over year, in nominal dollars, if all actuarial assumptions are met	Audited financial statements; Moody's Investors Service
OPEB contribution	City or county's actual contribution in a given period	Audited financial statements
Implied cost of OLTL	Annual cost to amortize city or county's other long-term liabilities over 20 years with level payments	Audited financial statements; Moody's Investors Service
Fixed-costs ratio	Implied debt service + Pension tread water + OPEB contributions + Implied cost of OLTL / Revenue	

*Note: If typical data source is not available then alternative sources or proxy data may be considered. For more detailed definitions of the metrics listed above please refer to the [US Cities and Counties Methodology](#).

Source: Moody's Ratings

Endnotes

- 1 Issuer Rating reflects the government's ability to repay debt and debt-like obligations without consideration of any pledge, security or structural features. In some circumstances, credit characteristics are sufficient to result in a GO bond rating that is higher than the Issuer Rating. Local governments with Moody's rated debt outstanding will have separate ratings detailed by security pledge on their Moody's.com issuer page and credit opinions explaining our credit view for each rating.

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Asia Pacific	852-3551-3077
Japan	81-3-5408-4100
EMEA	44-20-7772-5454



Agenda Item
Merrimac Select Board
09/09/24

AHBT Appointment_Bridget Batcheller

Subject:

Attachments:

AHBT Appointment_Bridget Batcheller

From: [Sandy and Bob](#)
To: [Jennifer Penney - Select Board \(X3080\)](#)
Cc: bgoerke@outlook.com; [Sandy Venner - Affordable Housing](#)
Subject: AHBT appointment
Date: Saturday, August 24, 2024 8:34:54 AM

Jennifer,

At it's August 21st meeting, the Affordable Housing Board of Trustees voted to recommend to the Select Board that Bridget Batcheller be appointed to fill the vacancy on the AHBT. She would fill the remaining year of Holly Moran's two year term. Her email is above and her address is 8 Prospect Hill Street.

Thanks, Sandy

Sent from my T-Mobile 5G Device
Get [Outlook for Android](#)

Attachment: AHBT Appointment_Bridget Batcheller (AHBT Appointment_Bridget Batcheller)



Agenda Item
Merrimac Select Board
09/09/24

Property Use Request_Merrimac Police Department Dodgeball Fundraiser

Subject:

Attachments:

Property Use Request_Merrimac Police Department Dodgeball Fundraiser

From: [JonathanTown Forest Soccer Fields Hewey](#)
To: [Jennifer Penney - Select Board \(X3080\)](#)
Subject: New submission from Property Use Permit
Date: Friday, August 23, 2024 3:42:04 AM

Date
08/23/2024
Property Requested
Town Forest Soccer Fields
Date and Time Property Requested For
11/02/2024 from 11:30am-5pm
Purpose of Request
Merrimac Police Department Dodgeball Fundraiser
Organization Name
Merrimac Police Department Dodgeball Fundraiser
Is your group a for profit entity?
yes
Name of Applicant
Jonathan Hewey
Address
2 Jana Way Merrimac MA 01860 (Merrimac Police Department)
Email
jhewey@merrimacpolice.org
Phone
978-504-0177
Additional Event Details
Is the event open to the public?
Yes
Will an admission be charged?
Charge for players, not viewers
Is this a fundraiser?
Yes
Will there be music?
Possibly
Will refreshments be served?

Potentially
If Yes, name vendor
Merrimac House of Pizza
Will alcohol be served?
No
Will event take place on town roads?
No
Application Agreement
 I agree.



Agenda Item
Merrimac Select Board
09/09/24

Property Use Permit_Donaghue School_Flag Football

Subject:

Attachments:

Property Use Permit_Donaghue School_Flag Football_Redacted

Donaghue Field Use

From: [JuliaDonaghue School Doherty](#)
To: [Jennifer Penney - Select Board \(X3080\)](#)
Subject: New submission from Property Use Permit
Date: Monday, August 26, 2024 12:41:35 PM

Date
08/26/2024
Property Requested
Donaghue School
Date and Time Property Requested For
ASAP Sept-October
Purpose of Request
Flag Football Practice - 1 Team
Organization Name
Spiked Flag Football
Is your group a for profit entity?
Not sure
Name of Applicant
Julia Doherty
Address
[REDACTED]
Email
[REDACTED]
Phone
978-505-5816
Additional Event Details
Is the event open to the public?
No
Will an admission be charged?
No
Is this a fundraiser?
No
Will there be music?
No
Will refreshments be served?

Attachment: Property Use Permit_Donaghue School_Flag Football_Redacted (Property Use Permit_Donaghue School_Flag Football)

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

From: [Chris Manni - Chairman](#)
To: [Julia Doherty](#)
Cc: [Jennifer Penney - Select Board \(X3080\)](#)
Subject: Re: Donaghue Field Use
Date: Friday, August 23, 2024 1:47:31 PM

> On Aug 21, 2024, at 10:05 AM, Julia Doherty <jpddoherty@gmail.com> wrote:
>
> Hi Chris,
>
> I'm reaching out to see how I would go about using a small piece of the field at the Donaghue School 1-2
evenings a week this fall.
>
> My husband is coaching a flag football team for Spiked (that is playing at PRHS) and the team is made up of
players from surrounding towns. We live in Atkinson so we were hoping to get field space a bit closer to where
more of the kids may be from. I'm a teacher at Donaghue (I think your daughter may be in my class this!) and told
him I would reach out to see if this is something that would be possible.
>
> Thanks for any help you can offer!
>
>
> Julia Doherty
> Sent from my iPhone



Agenda Item
Merrimac Select Board
09/09/24

Property Use Permit_Town Square_Pentucket Soccer 091424

Subject:

Attachments:

Pentucket Soccer Permit Request Form

Property Use Request_Merrimac Soccer Fundraiser



TOWN OF MERRIMAC PROPERTY USE PERMIT

Date: 8-26-2024

Property Requested: Use of islands in rotary for fundraising

Date & Time Property Requested for: Saturday, September 14th from 8:30 a.m. to 12:30 p.m.

Purpose of Request: Pentucket High School Girls and Boys Soccer Fall Fundraiser

Organization Name: Pentucket Soccer Is your group a for profit entity? No

Name of applicant (Please Print): Sheila Sudbay

Address: 7 Hansom Drive, Merrimac, MA 01860

Email Address: [REDACTED] Telephone Number: [REDACTED]

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

Additional Event Details

Is the event open to the public? Yes

Will an admission be charged? No

Is this a fundraiser? Yes

Will there be music? No

Will refreshments be served? No

If yes, name of vendor N/A

Will alcohol be served? No

If yes, please see application for One Day License.

Will event take place on town roads? No, just islands (See site plan/route map)

SITE PLAN/ROUTE MAP

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

BOS Approved 10/21/19

APPLICATION AGREEMENT

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

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

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

Signature

Date

8-20-2024

Administrative Use Only:

Departmental Approval:

Approved ☐ Denied ☐

Police Chief

Approved ☐ Denied ☐

Fire Chief

Approved ☐ Denied ☐

DPW Director

Fee for Use: Yes ☐ No ☐ Amount, if any \$ _____Permits Required: Yes ☐ No ☐ Type of Permits: _____☐

Conditions of approval are attached

The Board of Selectmen has Approved ☐ Denied ☐

MERRIMAC BOARD OF SELECTMEN

Submit

BOS Approved 10/21/19

From: [Sheila Sudbay](#)
To: [Jennifer Penney - Select Board \(X3080\)](#)
Subject: Re: Merrimac Property Use Request
Date: Monday, August 26, 2024 11:02:08 AM
Attachments: [image001.png](#)
[Pentucket Soccer Permit Request Form Page 1 - 8-26-24.pdf](#)
[Pentucket Soccer Permit Request Form Page 2 - 8-26-24.pdf](#)

Hi Jennifer,

I submitted the Property Use Permit two years ago for the Pentucket Girls and Boys Soccer Fundraiser in the Fall of 2022. The players were using the sidewalks to sell Gold Cards that are part of the fundraiser. However, they did not encounter a large amount of foot traffic that year and so we decided last year not to use downtown Merrimac. However, as part of the Gold Card Fundraiser, the teams collect donations. Therefore, after seeing some groups, like the youth baseball teams, collecting funds downtown, we thought that this might be a better option to include as part of the fundraiser this year. There would be 6 players and they would be standing on the islands (two per island) in the rotary, as the youth teams do, and would be collecting only donations. We understand that it is not possible to sell the cards there because of traffic. These would be high school students and they are typically not chaperoned. However, if we need to have someone there because they are not adults, we can arrange that. I have completed and attached the Property Use Permit Form. If you have any questions or need additional information, please do not hesitate to contact me.

Best regards,

Sheila Sudbay

On Tue, Aug 30, 2022 at 3:37 PM Jennifer Penney - BOS (X3080)
 <selectmen@townofmerrimac.com> wrote:

Hi Sheila,

The form is attached. You can include more detail in your email if necessary. Please return it to me no later than Wednesday, September 7th at noon to make the September 12th agenda. Thanks.

Jennifer Penney

Executive Assistant to the Board of Selectmen

Notary Public

Town of Merrimac

4 School St.

Merrimac, MA 01860

P: 978-346-8862

Hours: M 8-7PM; T-Th 8-4PM; Closed Friday

www.townofmerrimac.com



Notice:

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



Agenda Item
Merrimac Select Board
09/09/24

Property Use Permit_Fire Station_Jeanne Geiger Banner

Subject:

Attachments:

Property Use Permit_Fire Station_Jeanne Geiger Banner

From: [Vanessa Fire Department Signage Ayersman](#)
To: [Jennifer Penney - Select Board \(X3080\)](#)
Subject: New submission from Property Use Permit
Date: Wednesday, August 28, 2024 9:29:35 AM

Date
08/28/2024
Property Requested
Fire Department Signage
Date and Time Property Requested For
9/23-10/7, Event 10/6
Purpose of Request
Hang a 3'x8' Banner for Walk Against Domestic Violence in Newburyport
Organization Name
Jeanne Geiger Crisis Center
Is your group a for profit entity?
Yes
Name of Applicant
Vanessa Ayersman
Address
2 Harris Street, Newburyport, MA 01950
Email
vayersman@jeannegeiger.org
Phone
978-255-9166
Additional Event Details
Is the event open to the public?
Yes
Will an admission be charged?
No
Is this a fundraiser?
Yes
Will there be music?
Yes, DJ
Will refreshments be served?

Attachment: Property Use Permit_Fire Station_Jeanne Geiger Banner (Property Use Permit_Fire Station_Jeanne Geiger Banner)

n/a
If Yes, name vendor
n/a
Will alcohol be served?
no
Yes please see application for One Day license
n/a
Will event take place on town roads?
n/a not in Merrimac
Application Agreement
 I agree.



Agenda Item
Merrimac Select Board
09/09/24

Property Use Permit_Sweetsir School_Runner's Circle 121524

Subject:

Attachments:

Property Use Permit-Runner's Circle-Sweetsir School 121524_Redacted

From: [patriciaSweetsir School lavoie](#)
To: [Jennifer Penney - Select Board \(X3080\)](#)
Subject: New submission from Property Use Permit
Date: Monday, September 2, 2024 7:09:54 PM

Date
09/02/2024
Property Requested
Sweetsir School
Date and Time Property Requested For
12/15/2024 7:30 AM-Noon
Purpose of Request
Road Race Set Up
Organization Name
Winners Circle Running Club
Is your group a for profit entity?
No
Name of Applicant
patricia lavoie
Address
3 Bear Hill Road
Email
[REDACTED]
Phone
[REDACTED]
Additional Event Details
Is the event open to the public?
yes
Will an admission be charged?
yes
Is this a fundraiser?
yes
Will there be music?
radio only
Will refreshments be served?

Attachment: Property Use Permit-Runner's Circle-Sweetsir School 121524_Redacted (Property Use Permit_Sweetsir School_Runner's Circle

yes
If Yes, name vendor
Shaheen Bros.
Will alcohol be served?
No
Will event take place on town roads?
Yes
Application Agreement
 I agree.



Agenda Item
Merrimac Select Board
09/09/24

Conditional Offer Letter_Kelleigh Greaney

Subject:

Attachments:

Conditional Offer Letter_Kelleigh Greaney_Redacted



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

August 21, 2024

Kelleigh Greaney
 [REDACTED]

Re: Conditional Offer of Employment for the position of Assistant Assessor

Dear Ms. Greaney,

Based upon the recommendation of the Principal Assessor, we are pleased to make this conditional offer of employment to you as an Assistant Assessor for the Town of Merrimac.

Your position is Assistant Assessor, and your targeted date of employment will be September 10, 2024. Your rate of pay is \$30.22 per hour for 35 hours per week. Please note that as a full-time employee, you are eligible for benefits.

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

Please see your department head for a new hire package or you can go to: <http://merrimac01860.info/DocumentCenter/View/1143/Full-Time-New-Employee-Packet>. You will need to complete the forms prior to your first day of employment. It will be necessary for you to bring two forms of identification with you for purposes of completing the government required I-9 form. Your appointment will be subject to a satisfactory medical exam and drug screen. Please call COEH Clinic, 603-580-6635 to schedule. They are located at 6 Hampton Road, Exeter, NH 03833.

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

If you have any questions, please consult with Heather Roche. We welcome you and wish you a long and successful career with our Town.

Sincerely,

Chris Manni, Chairman



Agenda Item
Merrimac Select Board
09/09/24

Resignation of Joanne Ricardelli from Fire Department

Subject:

Attachments:

Resignation of Joanne Ricardelli from Fire Dept

From: [Larry Fisher](#)
To: [Kiersten Cray](#); [Carol McLeod - Finance \(X3040\)](#); [Anne Jim - Accounting \(X3005\)](#)
Cc: [Jennifer Penney - Select Board \(X3080\)](#)
Subject: FW: Resignation
Date: Tuesday, September 3, 2024 9:50:21 AM

Good morning,

Please see the resignation below.

Thank you,

Larry S. Fisher
 Fire Chief/ EMD

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

Please be aware the Massachusetts Secretary of State has determined that most emails to and from the Town of Merrimac are public records, therefore cannot be kept confidential.
 MGL: Chpt.66, Sec.10 Public Records Law.

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

From: Joanne Ricardelli [REDACTED]
 [REDACTED] September 3, 2024 9:28 AM
 To: Larry Fisher <lfisher@merrimacfire.org>
 Subject: Resignation

Good morning Chief,

Thanks for meeting with me this week.

Please accept this email as my official resignation from the Merrimac Fire Department effective 9/3/24.

As discussed, my commitments to my full time job & my family priorities unfortunately leave me no availability at this time to help out. I am happy to discuss a potential per diem return in 2025 if need warrants, and hope we can keep the lines of communication open.

Thank you for giving me my start & believing in me from the beginning. It will never be forgotten.

Joanne Ricardelli

Sent from my iPhone

Attachment: Resignation of Joanne Ricardelli from Fire Dept (Resignation of Joanne Ricardelli from Fire Department)



Agenda Item
Merrimac Select Board
09/09/24

Whittier Tech Update

Subject:



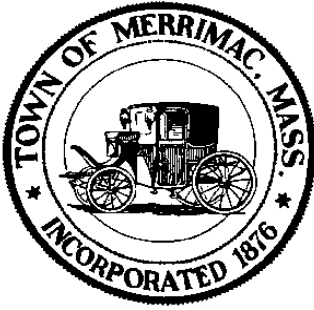
Agenda Item
Merrimac Select Board
09/09/24

Time Off Request- Jen Penney

Subject:

Attachments:

Jen Penney Time Off Request 092324



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: _____09/09/24_____

Dates Requested

Number of Hours

Charged As

_9/23 & 9/24_____

____19_____

_Vacation_____

Jennifer Penney
Employee Signature

Supervisor Approval

Time may be taken in half hour increments ONLY.

Attachment: Jen Penney Time Off Request 092324 (Time Off Request- Jen Penney)



Agenda Item
Merrimac Select Board
09/09/24

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.

Subject:

Attachments:

Discuss signing the Employment Contract with Patrol Officers & Town

From: [Eric M. Shears](#)
To: [Jennifer Penney - Select Board \(X3080\)](#)
Cc: [Carol McLeod - Finance \(X3040\)](#); [Jim Marks](#); [Jane Friedman](#)
Subject: Discuss signing the Employment Contract with Patrol Officers & Town
Date: Tuesday, September 3, 2024 11:04:06 AM
Attachments: [image001.png](#)

Good morning,

Can I please get on the agenda for the next meeting to update the Select Board on the Patrol Officers Contract?

Thank you,

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

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

