



Merrimac Select Board

Select Board Meeting

09/23/24

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

II. CALL TO ORDER

PRESENT: Gustison, Manni, Gorzynski, Adams

ABSENT: Bruno

III. APPROVE AGENDA

1. Motion to approve

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

IV. MINUTES APPROVAL

1. Merrimac Select Board - Select Board Meeting - Sep 9, 2024 7:00 PM

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

V. APPROVAL OF PAYROLL AND VENDOR WARRANT OF SEPTEMBER 16, 2023

1. Motion to approve

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

VI. CORRESPONDENCE

1. Merrimac COA & Senior Center Awarded Hannaford Chef's Grant

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.

Manni congratulates the Senior Center for grant award. Hannaford Supermarket regional grant. \$10,000 worth of equipment. Brienne Walsh says they are very excited to move forward.

2. Burnside Soil Test Result

Gustison says the soil test did not reveal anything. Manni says the next step is undetermined. But the board has to decide the use of the property. Adams says there isn't anything definitive from Mary Usovicz. She would be happy to come in.

3. Master Plan Draft Available for Public Comment though October 11Th

Gustison says the master plan draft is available for comment.

4. Letter to BOS Regarding Sawyer House Open House on October 5Th 10-1 PM

5. Motion to file correspondence

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

VII. OLD BUSINESS

None.

VIII. AGENDA ITEMS

1. Town Administrator's Report

Applied for Community Compact Grant Finance and COA.

4. Votes on FY2025 Articles

Eleven Articles; Articles 1 and 2 are basically to balance the town budget. Article 1-increased property and liability due to insurance going up; Motion made by Manni and seconded by Gorzynski to include Article 1 on special town meeting warrant for 10/21/24 Vote 4-0

Motion made by Manni and seconded by Gorzynski to recommend Article 1 to town meeting Vote 3-0-1 Adams abstained.

Motion made by Manni and seconded by Gustison to include Article 2 on special town meeting warrant for 10/21/24 Vote 4-0

Motion made by Manni and seconded by Gustison to recommend Article 2 on town meeting for approval Vote 4-0

Article 3- to amend zoning bylaw-mandate from the state. Ours refines it a bit. Motion made by Manni and seconded by Gustison to add Article 3 to special town meeting 4-0

Motion made by Manni and seconded by Gustison to recommend Article 3 to town meeting 4-0

Article 4- battery storage Motion made by Manni and seconded by Adams to include Article 4 on special town meeting for 10/21/24 Vote 4-0

Motion made by Manni and seconded by Adams to recommend article on special town meeting for approval Vote 4-0

Article 5-Motion made by Manni and seconded by Adams to include Article 5 on special town meeting for 10/21/24 Vote 4-0

Motion made by Manni and seconded by Adams to recommend Article 5 on special town meeting for approval Vote 4-0

Articles 6-10- Sandy Venner speaks to the article; voting each parcel as laid out by the assessor's office.

Motion made by Manni and seconded by Adams to include Article 6-10 on special town meeting for 10/21/24 Vote 4-0

Motion to made by Manni and seconded by Gustison recommend Article 6-10 on special town meeting for approval Vote 4-0

Article 11-Authorize select board or the sewer department to sell easement along Federal Way. Legal will

review the Motions. They would like to know the amount.

Motion made by Manni and seconded by Adams to include Article 11 on special town meeting for 10/21/24
Vote 4-0

The board will wait on making the recommendation

McLeod says this is a summary-the motion is what matters as far as language goes.

6. Motion made by Gorzynski and seconded by Gustison to allow Bruno to sign the City Wide of Boston contract pending legal reviews

RESULT:	APPROVED [3 TO 0]
MOVER:	Irina Gorzynski, Member
SECONDER:	Rob Gustison
AYES:	Gustison, Gorzynski, Adams
ABSENT:	Bruno
RECUSED:	Manni

2. Resignation - Assistant Town Accountant

Motion to accept and sign the resignation letter

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

3. Performance Review - Tina Journeay

Motion to accept Tina Journeay's performance review and offer the 1% increase

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

4. Signing of Merrimac Police Contract 2023-2026

Motion for board to sign Merrimac police contract for 2023-2026

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

5. Select Board Meeting Schedule

Gustison wanted clarification that it was moving all select board meetings ahead and not just the one

6. CHAPA Town Notice of Resale 19 Broad Street

The select board asked for Affordable Housing Board of Trustees to chime in on this. Brienne Walsh says they have a meeting in a couple of weeks and should be addressed by the AHB. Manni asks that they keep the board informed.

7. Government Transportation Letter V1.3

Gustison drafted the letter to Gov. Healey. Composing as a select board. Offering to other select boards. Adams feels all select boards should sign on. Manni says he usually reaches out to the boards. Manni and McLeod have signed up for an advocacy group. Motion to have Manni contact Groveland and West Newbury with our letter to Gov. Healey about transportation cuts

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

8. Inquiry About Placement of Banner Signs Recognizing Graduates

Gorzynski wonders how they will be put up. Gustison wonders if they ask the seniors if they want it. Appears West Newbury and Groveland is on board. Manni says we're not just a Pentucket district. We need clarification. Ask Jen Penney to reach out to Dee, specifically what they're asking-how many poles, how many banners.

9. Property Use Permit-Merrimac PTO-Sweetsir School 10/25/24

Motion to approve

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

10. Early Voting Hours, Change of Polling Location to Sweetsir School

Sweetsir School will be the polling location for the Nov. 5th election. For safety of people coming to vote, not having cross in the dark. Early voting in person at town hall. No school on Election Day. Manni says this was the set up in 2020. Motion to approve the early voting days and hours as laid out for the 2024 election

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

11. Certificates of Recognition-Employee Anniversary

Carol McLeod-25 years

Stephen Beaulieu- 20 years

Chris Liquori- 15 years

Motion for the board to sign the certificates and present them to employees

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

12. Sign Appointment Slip for Kelleigh Greaney

Motion for the board to sign the appointment slip for Kelleigh Greaney

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

13. Jessica Finocchiaro

Former Asst. Town Accountant. She thanks the board for support. She says she is impressed with the manner in which the board conducts their meetings; that she has had a good experience. Board thanks her for her kind words.

14. Amesbury City Council Meeting

Adams went to a meeting in Amesbury about the solar farm on the other side of Lake Attitash. They are asking to have a representative of the select board for the 3rd of 3 meetings regarding the environmental impact on the lake. Gustison would like to go, and Manni would be the backup.

15. Donaghue Playground

Manni says it came to their attention that there was vandalism at the Donaghue playground; The board made a decision, with Bob Sinibaldi's consult, to close the playground. They are investigating. Contact the police department with any reliable info. The equipment will be professionally cleaned.

IX. ADJOURN

Next Whittier Tech check in-McLeod will represent

1. Motion to adjourn at 8:00 PM

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



Merrimac Select Board

2 School Street

Merrimac, MA 01860

Meeting: 09/23/24 07:00 PM

Department: Council on Aging

Category: Grant

Prepared By: Brienne Walsh

Initiator: Brienne Walsh

Sponsors:

SCHEDULED

CORRESPONDENCE (ID # 8843)

DOC ID: 8843

Merrimac COA & Senior Center Awarded Hannaford Chef's Grant

I am excited to announce the Merrimac COA & Senior Center has been awarded a \$10,000 CHEF grant through Hannaford Supermarkets in collaboration with the Maine Councils on Aging. This grant will allow us to purchase a new commercial refrigerator and freezer for Peggy's Pantry and is the first of many steps towards elevating and improving our Food Pantry offerings.

This generous award was obtained through the hard work and dedication of Bridget Batcheller, former Outreach Coordinator, Harleigh Walsh, former Social Work Intern and myself.

COMMENTS - Current Meeting:

Manni congratulates the Senior Center for grant award. Hannaford Supermarket regional grant. \$10,000 worth of equipment. Brienne Walsh says they are very excited to move forward.

Brienne Walsh - Senior Center (X3107)

From: lgilman@mainecouncilonaging.org
Sent: Friday, August 23, 2024 11:51 AM
To: Brienne Walsh - Senior Center (X3107)
Subject: CHEF Grant Notification

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Brienne Walsh
 Merrimac Council on Aging and Senior Center
 Merrimac, MA

Dear Brienne,

Thank you for your application to the Maine Council on Aging's CHEF grant, sponsored by Hannaford. We received over 120 competitive and creative applications, and we wish we could fund all of them.

I am pleased to inform you that your grant application has been approved for the full amount of your request, \$10000. This was a very competitive process, and our reviewers were impressed with the depth and focus of your program. Congratulations!

To expedite the funding process, by return email please verify your receipt of this notification and send me your EIN and confirm your mailing address for the check. We will process checks as soon as possible. You should expect to receive funding, along with the formal terms and conditions of the grant in September.

As a requirement of this funding, you agreed to attend a 1 ½ hour presentation about ageism called "Power in Aging." We have set up two sessions via Zoom:

Thurs, Sept 5 from 11:30-1:00

Tues, Sept 10 from 2:00-3:30

You will be receiving an invitation to these impactful meetings within the next couple of days but please mark your calendars and share this information with your staff. All are welcome to attend.

Once again, congratulations! We are very happy to be working with you and look forward to hearing about your results.

Laurie Gilman
 Maine Council on Aging

Attachment: MerrimacCOACHEFGrantAwardEmail (Merrimac COA & Senior Center Awarded Hannaford Chef's Grant)

CHEF Grant Manager

Attachment: MerrimacCOACHEFGrantAwardEmail (Merrimac COA & Senior Center Awarded Hannaford Chef's Grant)

**Merrimac Select Board**

2 School Street
Merrimac, MA 01860

Meeting: 09/23/24 07:00 PM

Department: Merrimac Select Board

Category: Information

Prepared By: Jennifer Penney

Initiator: Jennifer Penney

Sponsors:

SCHEDULED

~~CORRESPONDENCE (ID # 8849)~~

~~DOC ID: 8849~~

Burnside Soil Test Result

COMMENTS - Current Meeting:

Gustison says the soil test did not reveal anything. Manni says the next step is undetermined. But the board has to decide the use of the property. Adams says there isn't anything definitive from Mary Usovicz. She would be happy to come in.

From: [Mary Usovicz](#)
To: [Jennifer Penney - Select Board \(X3080\)](#)
Cc: [Wayne Adams - Select Board Member](#)
Subject: Burnside Soil test
Date: Thursday, September 12, 2024 11:01:02 AM
Attachments: [image001.png](#)

Dear Jen:

Attached is the report regarding Burnside Substation. Please feel free to share with the Selectman. I am available if the Board would like me to appear before their October 7 meeting.

 [9 BURNSIDE LANE MERRIMAC_ASTM PHASE I_24159.pdf](#)

Mary Usovicz



General Manager
978-346-8311

Attachment: Burnside Soil Test Result (Burnside Soil Test Result)



Agenda Item
Public Works
09/23/24

Master Plan Draft Available for Public Comment though October 11Th

Subject:

The draft Master Plan is posted on the website along with a form for comments through October 11th.

Press Release: <https://townofmerrimac.com/town-of-merrimac-draft-master-plan-now-available-for-review/>

Draft Plan: <https://41518511.fs1.hubspotusercontent-na1.net/hubfs/41518511/Merrimac%20MP.pdf>

Comment Form: <https://townofmerrimac.com/planning-board/>

I have a hard copy with comment pages printed if someone is unable to view it online available at Town Hall, the Library and Senior Center.

The working group is seeking community feedback prior to the Planning Boards public hearing for this document in November.

**Merrimac Select Board**

2 School Street

Merrimac, MA 01860

Meeting: 09/23/24 07:00 PM

Department: Merrimac Select Board

Category: Information

Prepared By: Jennifer Penney

Initiator: Jennifer Penney

Sponsors:

SCHEDULED~~CORRESPONDENCE (ID # 8858)~~~~DOC ID: 8858~~**Letter to BOS Regarding Sawyer House Open House on
October 5Th 10-1 PM**



Agenda Item
Finance
09/23/24

Town Administrator's Report

Subject:

Attachments:

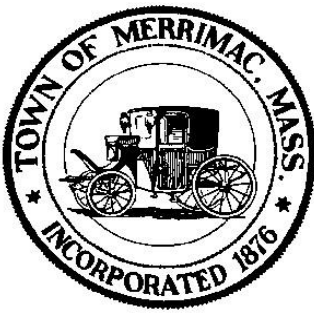
Town Administrator's Report 9-18-2024

FY2025 STM Warrant - Final

FY2025 Articles for Consideration

City Wide of Boston - Agreement Paperwork

FY2025 Budget Summary - Fall Town Meeting



MEMO

DATE: 9/18/2024

TO: Select Board

FROM: Carol McLeod

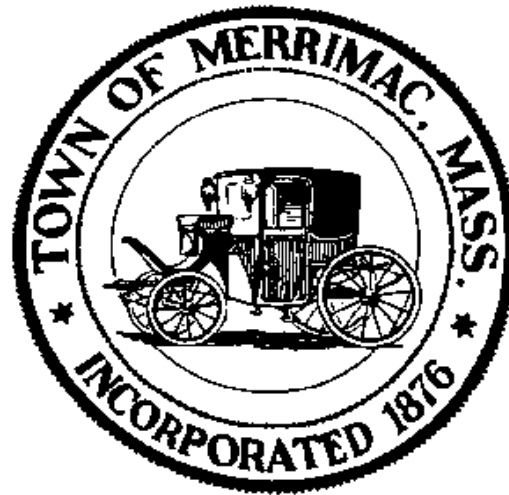
RE: Bi-Weekly Update

-
1. **Community Compact Grants** – Brienne and I sent in the applications for the Community Compact Best Practices Grants on Monday the 16th. I did speak with Anthony Wilson of Edward J. Collins, Jr. Center for Public Management, University of Massachusetts Boston regarding the process of evaluating the form of government and recommending changes. He is developing a scope of services for us, if we are successful in obtaining the grant.
 2. **Fall Town Meeting Articles** – See attached warrant and summary of articles for your consideration and vote on September 23rd. The articles have been reviewed by legal. I will let Bob Sinibaldi and Sandy Venner know that you will be discussing and voting on the articles, so they can be present if you have any questions. I am awaiting a rationale on the Easement article (new since I sent you the articles last week).
 3. **Finance Committee** – The Finance Committee is meeting Monday the 23rd at 6PM to make their recommendations on articles 1 and 2.
 4. **Cleaning Proposal – Town Hall, Library and Police Station** – Please see attached proposal from City Wide – to clean the Town Hall, Library and Police Station. The pricing is slightly higher than the current company, however we are expecting a much better quality of cleaning. The new company would begin on October 21st.

TOWN OF MERRIMAC

SPECIAL TOWN MEETING

October 21, 2024



DISTRIBUTION:

Mead, Talerman & Costa LLC, Town Counsel
Earl Baumgardner, Moderator
Chris Manni, Select Board Chairperson
Irina Gorzynski, Select Board Member
Janet Bruno, Select Board Clerk
Wayne Adams, Select Board Member
Robert Gustison II, Select Board Member
Carol McLeod, Town Administrator, Finance Director/Treasurer
Anne Jim, Town Accountant
Marcia Zosack, Finance Chairperson
Jennifer Penney, Select Board's Executive Assistant
Gwen Lay Sabbagh, Town Clerk

**Town of Merrimac Warrant Articles
Special Town Meeting, October 21, 2024**

Essex, ss.

To one of the Constables of the Town of Merrimac:

GREETINGS,

In the name of the Commonwealth of Massachusetts, you are hereby required to notify and warn the voters of the Town of Merrimac to meet in the Sweetsir School Cafeteria, 102 Church St. Merrimac, on October 21, 2024 at 7:30 PM.

Article 1: To see if the Town will vote to make the following FY2025 budget adjustments:

Increase Finance Department Salaries	\$ 100
Reduce Highway Department Salaries	\$10,000
Reduce Health Insurance	\$10,000
Reduce Worker's Compensation Insurance	\$10,000
Increase Property & Liability Insurance	\$12,000

; or take any other action relative thereto.

Rationale: The reductions are a result of the actual expenditures being reduced following the Annual Town Meeting based upon actual expenditures. The increases are a result of costs that were originally estimated, are now actual and need to be increased in order to balance the budget for FY2025. Per the request of the Town Administrator.

Select Board Recommendation:

Fin Com Recommendation:

Article 2. To see if the Town will reduce the amount raised and appropriated by **\$10,000**, or other sum of money for Solid Waste Collection and Disposal, Recycling Collection; or take any other action relative hereto.

Rationale: This article allows the Town to reduce the amount raised for the collection and disposal of solid waste, recycling and offset the costs with the funds collected through the sale of Trash Bags. This will reduce the amount from \$330,000 to \$320,000, based on the actual expenses for FY2024. Per the request of the Town Administrator.

Select Board Recommendation:

Fin Com Recommendation:

Article 3. To see if the Town will vote to amend the Merrimac Zoning By-Laws with amendments and additions to the indicated Articles as written below:

ARTICLE 2: DEFINITIONS

~~ACCESSORY DWELLING UNIT: A dwelling unit contained within or being an extension of a single family STRUCTURE. An accessory dwelling unit shall contain no more than 900 square feet in total floor area.~~ **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 unreasonably not 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 aAccessory dDwelling unit either attached to a single family dwelling or detached on in a single-family dwelling lot in existence for at least five years prior to the application for a building permit, provided that (a) 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, (b) 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, in the opinion of the BUILDING COMMISSIONER, and (c) there is no change to the exterior of the single family dwelling except where required to comply with the State Building Code.~~

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 in a single-family dwelling either attached to a single family dwelling or detached on a single-family dwelling 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 unit.

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 in a single-family dwelling either attached to a single family dwelling or detached on a single-family dwelling 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 unit.

ARTICLE 7: LAKE ATTITASH DISTRICT (LA)

Add:

7.2.6 One accessory dwelling unit in a single-family dwelling either attached to a single family dwelling or detached on a single-family dwelling 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 unit.

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 **and** 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 ~~a~~**Accessory dDwelling Unit is permitted by right. Where** ~~or~~ a conversion of a single-family dwelling to not more than four dwelling units is permitted by ~~only~~ **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 ~~a~~**Accessory dDwelling** ~~u~~**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.**~~A SPECIAL PERMIT may be granted by the Zoning BOARD OF APPEALS to accommodate an accessory dwelling by either the construction of a separate dwelling unit or by the installation of a common wall or the partitioning of or extension of existing living space. There shall be no other living unit on the LOT upon which such accessory unit is to be located.~~

~~17.3.3. Use limitations. Such accessory dwelling unit shall at the discretion of the Zoning BOARD OF APPEALS accommodate up to a maximum of three persons, provided that the owner of record of the lot is a resident of the primary STRUCTURE on the lot which includes the accessory dwelling unit and occupancy of the accessory dwelling unit is limited to:~~

~~17.3.3.1. A family related by blood, marriage or adoption to the owner of the premises, or~~

~~17.3.3.2. A household with an individual who is 65 years of age or older, or~~

~~17.3.3.3. A household with an individual with disabilities~~

~~7~~

~~17.3.3.4. A household with an individual providing care to the occupancy of the primary dwelling~~

~~17.3.3.5. A low or moderate income household, provided the unit meets the requirements of the Local Initiative Program, 760 CMR 45.00, for listing on the Chapter 40B SUBSIDIZED HOUSING INVENTORY as provided for by G.L. c.40B, Sections 20-23.~~

~~17.3.4~~ **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 ~~prior to the application for a SPECIAL PERMIT as part of the building permit application, and evidence of same shall be included with such application.~~

~~17.3.5~~ **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. ~~Viewed from the exterior it shall preserve the appearance of and be indistinguishable from such a SINGLE-FAMILY DWELLING.~~ 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~~ **17.3.4.1** 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.

~~17.3.6~~ **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.

~~17.6.1~~ **17.5.1** 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. Both the primary and ~~a~~**Accessory Dwelling Units** shall access the lot from the same driveway.

17.3.5.2 All utilities servicing the Detached Accessory Dwelling Unit shall be new municipal services independent and separate from the utilities servicing the primary dwelling unit.

~~17.3.7~~ **17.3.6** Area limitation. Such accessory unit shall ~~be limited to~~ **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 ~~a maximum of 900 square feet in floor area.~~

~~17.3.8 Plans. Floor plans of the accessory unit and principal residence and a certified site plan showing the dwelling unit on the LOT and its relationship to other STRUCTURES and premises within 200 feet of the LOT shall be filed with the application for a SPECIAL PERMIT. All setback requirements shall be met for the detached accessory dwelling unit and shall be shown on the plan.~~

~~17.3.9~~ **17.3.7** Parking. Provisions for off-street parking of residents and guests of both units shall be provided in such a fashion as is consistent with the character of the neighborhood, as determined by the Zoning BOARD OF APPEALS, which shall seek advice from the BUILDING COMMISSIONER 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.

17.3.8 Lot: There shall be no further subdivision of the lot containing the single family dwelling and the Accessory Dwelling Unit.

17.3.9 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:

17.3.9.1 The application for plan approval shall be accompanied by seven (7) copies of a site plan.

17.3.9.2 All site plans shall show the following:

17.3.9.2.1 The perimeter dimensions of the lot; Assessor's Map, lot and block numbers.

17.3.9.2.2 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.

17.3.9.2.3 Elevations of all buildings on the lot.

17.3.9.2.4 Floor plans of the accessory unit and principal residence

17.3.9.2.5 All proposed landscaping features, such as fences, walls, planting areas and walks on the lot and tract.

- 17.3.9.2.6 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.)
- 17.3.9.2.7 Scale and North arrow (minimum scale of one inch equals 40 feet).
- 17.3.9.2.8 Developer's (or his representative's) name, address and phone number.

17.3.9.3 Site Plan Review Criteria: Site Plan Review criteria shall be limited to the following:

- 17.3.9.3.1 The Accessory Dwelling Unit should minimize tree, vegetation and soil removal and grade changes.
- 17.3.9.3.2 Architectural style should be compatible with the existing principal dwelling on the subject property.
- 17.3.9.3.3 The Accessory Dwelling Unit shall be serviced with adequate water supply and sewer or septic service.
- 17.3.9.3.4 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.
- 17.3.9.3.5 All Accessory Dwelling Units, either attached or detached, shall meet the required setbacks as set forth in the Zoning District.

17.3.9.4 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 ADU Site Plan shall be conducted at a regular meeting of the Planning Board. An application for an ADU 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 ADU 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.

- 17.3.10 Occupancy permit; control. No occupancy of the additional dwelling unit

shall take place without an occupancy permit issued by the BUILDING COMMISSIONER.

~~17.3.10. For an accessory dwelling unit authorized by the BOARD OF APPEALS as affordable housing unit, the BUILDING COMMISSIONER shall not issue an occupancy permit without evidence that an affordable housing USE RESTRICTION or deed rider has been recorded at the Registry of Deeds and the unit has been approved by the Department of Housing and Community Development for inclusion on the Chapter 40B SUBSIDIZED HOUSING INVENTORY.~~

~~Occupancy permits shall not be transferable upon change in ownership or change in occupancy. In such event, an affidavit shall be presented to the BUILDING COMMISSIONER attesting to the fact that the circumstances under which an occupancy permit was granted will in the future continue to exist. The owner of record is responsible for initiating each application to the BUILDING COMMISSIONER. Appropriate fees, as established and recorded, may be assessed for each such renewal review, investigation and processing. All documentation presented hereunder must be in form and content satisfactory to the BUILDING COMMISSIONER.~~

17.3.11 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.

; or take any other action relative thereto.

Rationale: Legislation was enacted as part of the Affordable Homes Act that required cities and towns to permit Accessory Dwelling Units as a matter of right in all zoning districts permitting single family homes. These revisions to Merrimac's Accessory Dwelling Unit By-Law are required to address the new legislation and allow the Town's Accessory Dwelling Unit By-Law to meet the requirements as set forth by the Commonwealth

Select Board Recommendation:

2/3 Vote Required

Article 4. To see if the Town will vote to amend the Merrimac Zoning By-Laws with the additions to the indicated Articles as written below:

ARTICLE 2: 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 250kW 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 250kW 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 kW but less than or equal to 3 MW.

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.

ARTICLE 23: SUPPLEMENTAL REGULATIONS

SECTION 23.8: BATTERY ENERGY STORAGE SYSTEMS (BESS) BY-LAW

23.8.1 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.

23.8.2 Applicability

23.8.2.1 Building-integrated Battery Energy Storage Systems

23.8.2.1.1 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.

23.8.2.1.2 Building-integrated energy storage systems may be coupled with rooftop solar or behind the meter applications for peak shaving.

23.8.2.2 Co-located Battery Energy Storage Systems

23.8.2.2.1 Battery Energy Storage Facilities are encouraged to co-locate with solar photovoltaic installations, energy, power generation stations, and electrical sub-stations.

- 23.8.2.2.2 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.
- 23.8.2.2.3 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
- 23.8.2.2.4 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.
- 23.8.2.2.5 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.

23.8.3 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

23.8.4 General Requirements

- 23.8.4.1 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.
- 23.8.4.2 All Tier 1 and Tier 2 battery energy storage systems shall require site plan review.
- 23.8.4.3 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.

23.8.4.4 A building permit and an electrical permit shall be required for installation of all battery energy storage systems.

23.8.5 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:

- 23.8.5.1 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;
- 23.8.5.2 A site plan prepared, stamped and signed by a Professional Engineer licensed to practice in Massachusetts, that shows the following:
 - 23.8.5.2.1 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;
 - 23.8.5.2.2 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;
 - 23.8.5.2.3 Property lines and physical dimensions of the subject property with contour intervals of no more than 10 feet;
 - 23.8.5.2.4 Property lines of adjacent parcels within 300 feet.
 - 23.8.5.2.5 Location, dimensions, and types of existing major structures on the property;
 - 23.8.5.2.6 Location of the proposed battery energy storage structures, foundations, and associated equipment;
 - 23.8.5.2.7 The right-of-way of any public road that is contiguous with the property;
 - 23.8.5.2.8 Any overhead or underground utilities;
 - 23.8.5.2.9 At least one color photograph of the existing site, measuring eight (8) inches by ten (10) inches;

- 23.8.5.2.10 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;
- 23.8.5.2.11 Locations of floodplains or inundation areas for moderate or high hazard dams;
- 23.8.5.2.12 Locations of local or National Historic Districts; and
- 23.8.5.2.13 Stormwater management and erosion and sediment control.
- 23.8.5.3 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.
- 23.8.5.4 One- or three-line electrical diagram showing associated components, and electrical interconnection methods, with all NEC compliant disconnects and overcurrent devices.
- 23.8.5.5 Contact information and signature of the project proponent, as well as all co-proponents, if any, and all property owners.
- 23.8.5.6 Contact information and signature of agents representing the project proponent, if any;
- 23.8.5.7 Contact information for the person(s) responsible for public inquiries throughout the life of the system.
- 23.8.5.8 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.
- 23.8.5.9 Electrical schematic.
- 23.8.5.10 Documentation that shows the owner of the Energy Storage System has site control, which shall include easements and access roads.
- 23.8.5.11 Documentation that shows the owner of the Energy Storage System has notified the electric utility of this installation.

23.8.5.12 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:

23.8.5.12.1 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.

23.8.5.12.2 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.

23.8.5.12.3 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.

23.8.5.12.4 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.

23.8.5.12.5 Response considerations similar to a safety data sheet (SDS) that will address response safety concerns and extinguishment when an SDS is not required.

23.8.5.12.6 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.

23.8.5.12.7 Other procedures as determined necessary by the Town to provide for the safety of occupants, neighboring properties, and emergency responders.

23.8.5.12.8 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.

23.8.5.13 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.

23.8.5.14 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.

23.8.6 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:

23.8.6.1 Utility Lines. All on-site utility lines shall be placed underground to the extent feasible and as permitted by the serving utility.

23.8.6.2 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.

23.8.6.3 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.

23.8.6.4 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.

- 23.8.6.5 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.
- 23.8.6.6 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.
- 23.8.6.7 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.

23.8.7 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:

- 23.8.7.1 UL 1973 (Standard for Batteries for Use in Stationary, Vehicle Auxiliary Power and Light Electric Rail Applications),
- 23.8.7.2 UL 1642 (Standard for Lithium Batteries),
- 23.8.7.3 UL 1741 or UL 62109 (Inverters and Power Converters),
- 23.8.7.4 Certified under the applicable electrical, building, and fire prevention codes as required.
- 23.8.7.5 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.

23.8.8 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:

- 23.8.8.1 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.
- 23.8.8.2 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.
- 23.8.8.3 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.
- 23.8.8.4 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.
- 23.8.8.5 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.
- 23.8.9 Decommissioning
 - 23.8.9.1 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:
 - 23.8.9.1.1 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.
 - 23.8.9.1.2 Disposal of all solid and hazardous waste in accordance with local, state, and federal regulations.

23.8.9.1.3 The anticipated life of the battery energy storage systems.

23.8.9.1.4 The estimated decommissioning costs and how said estimate was determined.

23.8.9.1.4 The method of ensuring that funds will be available for decommissioning and restoration.

23.8.9.1.5 The method by which the decommissioning cost will be kept current.

23.8.9.1.6 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.

23.8.9.1.7 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.

28.8.9.2 Decommissioning Fund.

28.9.2.1 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.

23.8.9.2.2 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.

23.8.9.2.3 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.

23.8.9.2.4 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.

23.8.10 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.

23.8.11 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.

; or take any other action relative hereto.

Rationale: This By-Law is being introduced to advance the protection of the public health, safety, welfare and quality of life. In addition, 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. Per the request of the Building Commissioner.

Select Board Recommendation:

2/3 Vote Required

Article 5. 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.

; or take any other action relative hereto.

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. Per the request of the DPW Director.

Select Board Recommendation:

Article 6: To see if the Town will vote to affirm the acquisition of and transfer the care, custody, and control of the land located at 0 Town Forest Road, Merrimac, Massachusetts and as shown on the Town of Merrimac Assessor’s Map 70, Block 1, Lot 1, including 281 acres, more or less, whose deed is recorded at Book 2794, Page 503, Book 2981, Pages 432 and 435, Book 3129, Page 510, and Book 3143, Page 459 of the Southern Essex District Registry of Deeds, but excluding the former landfill area so marked and depicted on the survey titled “BATTIS LANDFILL PERIMETER PLAN IN MERRIMAC, MASSACHUSETTS ESSEX COUNTY,” prepared by Hancock Associates, One Harris Street, Suite 3, Newburyport, , 01950, dated December 30, 2021, and recorded herewith to the Conservation Commission for the exclusive purpose of conservation as the Town Forest in accordance with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts; or take any other action relative hereto.

Rationale: The action requested for Article 6 through Article 10 is to affirm the land that comprises the Merrimac Town Forest was acquired for conservation purposes. The language of these articles invokes conservation protection under Article 97 of the state Constitution. This protection can only be removed at a future date by a two-thirds vote at Town Meeting and a two-thirds vote of the state legislature. The Town began acquiring land for the Town Forest in 1924 with the most recent parcel being added in 2001. The Town Meeting votes for these acquisitions indicated the land was to be included in the Town Forest but did not explicitly state the purpose. Therefore, it is necessary to take action to ensure this conservation protection. (In Article 6 there is language to exclude the former landfill from that cited parcel as it does not qualify as a conservation use.) Recommended by the Open Space Committee.

Select Board Recommendation:

2/3 Vote Required

Article 7. To see if the Town will vote to transfer the care, custody, and control of the land located at 0 Red Oak Hill Road, Merrimac, Massachusetts and as shown on the Town of Merrimac Assessor's Map 70, Block 1, Lot 7, including 7 acres, more or less, whose deed is recorded at Book 3322, Page 175 of the Southern Essex District Registry of Deeds, to the Conservation Commission for the exclusive purpose of conservation as the Town Forest in accordance with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts; or take any other action relative hereto.

Rationale: Same as for Article 6. (Town Counsel has advised that each parcel that is included in what is known as the Merrimac Town Forest be voted separately.) Recommended by the Open Space Committee.

Select Board Recommendation:

2/3 Vote Required

Article 8. To see if the Town will vote to affirm the acquisition of and transfer the care, custody, and control of the land located at 0 Red Oak Hill Road, Merrimac, Massachusetts and as shown on the Town of Merrimac Assessor's Map 70, Block 1, Lot 6, including 11.8 acres, more or less, whose deed is recorded at Book 17402, Page 396 of the Southern Essex District Registry of Deeds, to the Conservation Commission for the exclusive purpose of conservation as the Town Forest in accordance with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts; or take any other action relative hereto.

Rationale: Same as for Article 6. (Town Counsel has advised that each parcel that is included in what is known as the Merrimac Town Forest be voted separately.) Recommended by the Open Space Committee.

Select Board Recommendation:

2/3 Vote Required

Article 9. To see if the Town will vote to transfer the care, custody, and control of the land located at 0 Huse Road, Merrimac, Massachusetts and as shown on the Town of Merrimac Assessor's Map 70, Block 1, Lot 5, including 2.8 acres, more or less, whose deed is recorded at Book 6703, Page 373 of the Southern Essex District Registry of Deeds, to the Conservation Commission for the exclusive purpose of conservation as the Merrimac Town Forest in accordance with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts; or take any other action relative hereto.

Rationale: Same as for Article 6. (Town Counsel has advised that each parcel that is included in what is known as the Merrimac Town Forest be voted separately.) Recommended by the Open Space Committee.

Select Board Recommendation:

2/3 Vote Required

Article 10. To see if the Town will vote to affirm the acquisition of the land located at 0 Red Oak Hill Road, Merrimac, Massachusetts and as shown on the Town of Merrimac Assessor's Map 70, Block 1, Lot 3, including 8 acres, more or less, whose deed is recorded at Book 6334, Page 556 of the Southern Essex District Registry of Deeds; or take any other action relative hereto.

Rationale:

Select Board Recommendation:

2/3 Vote Required

Article 11. To see if the Town will authorize the Select Board /or Sewer Commission to sell an easement in the properties along Federal Way, formerly known as Lots P-100 and P-101, as shown on a plan dated February 28, 1977, and recorded on September 14, 1979, in the Essex South Registry of Deeds in Plan Book 155, Plan 1, which is on file with the Town Clerk, for the purpose of vehicular access to and from an existing cell tower site, and further to authorize the Select Board and/or Sewer Commission to enter into any agreements in order to effectuate same; or take any other action related thereto.

Rationale: The original vote at Town Meeting in 1977 gave care, custody and control to the Conservation Commission so that does not need to be repeated in this article. It only needs to affirm the purpose of the acquisition. Recommended by the Open Space Committee.

Select Board Recommendation:

2/3 Vote Required

Given under our hands this 23rd day of September 2024

SELECT BOARD

Chris Manni

Irina Gorzynski

TOWN OF

Janet Bruno

MERRIMAC

Wayne Adams

Robert Gustison

A true copy attest:

CONSTABLE _____

By virtue of the above warrant to me directed, I hereby notify and warn the legal voters of the Town of Merrimac, to meet at the time and said place for the purposes therein expressed.

Posted this 26th day of September, 2024 in the following three places:

Light Department
Cozy Cleaners
Town Hall

Attachment: FY2025 STM Warrant - Final (Town Administrator's Report)

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 vote the following FY2025 budget adjustments:
	-	-	-	-	Increase Finance Department Salaries for longevity stipend. \$ 100.00
	-	-	-	-	Reduce Highway Department Salaries, based on new employees rates. (\$10,000.00)
	-	-	-	-	Reduce Health and Dental Insurance, based upon actuals. (\$10,000.00)
	-	-	-	-	Reduce 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 to the Conservation Commission for the exclusive purpose of conservation as the Town Forest. (2/3 Vote Required)
	6		N/A	N/A	To vote to affirm the acquisition of and transfer the care, custody and control of the land located at 0 Town Forest Rd to the Conservation Commission for the exclusive purpose of conservation as the Town Forest. (2/3 Vote Required)
	7		N/A	N/A	To vote to affirm the acceptance/acquisition of and transfer the care, custody, and control of the land located at 0 Red Oak Hill Rd to the Conservation Commission for the exclusive purpose of conservation as the Town Forest. (2/3 Vote Required)
	8		N/A	N/A	To vote to affirm the acquisition of and transfer the care, custody, and control of the land located at 0 Red Oak Hill Rd to the Conservation Commission for the exclusive purpose of conservation as the Town Forest. (2/3 Vote Required)
	9		N/A	N/A	To vote to transfer the care, custody, and control of the land located at 0 Huse Rd to the Conservation Commission for the exclusive purpose of conservation as the Merrimac Town Forest. (2/3 Vote Required)
	10		N/A	N/A	To vote to affirm the acquisition of the land located at 0 Red Oak Hill Road. (2/3 Vote Required)
	11		N/A	N/A	To vote to authorize the Select Board or Sewer Commission to sell an easement along Federal Way. (2/3 Vote Required)

BOSTON

Investment Summary for:
 Town of Merrimac
 Merrimac, MA

Managed Services	Frequency	Investment*
Nightly Janitorial (Town Hall)	1x per week, Thursday	\$626.00 per month
Nightly Janitorial (Police Department)	1x per week, Thursday	\$501.00 per month
Nightly Janitorial (Library)	1x per week, Friday	\$667.00 per month

Please note:

1. This Investment Summary is governed by the parties' separate "Agreement for Services" and is subject to adjustment if the Client requests changes to the scope of Managed Services.
2. The following holidays will be observed, and no Managed Services shall be provided: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Special requests may be made for holiday service with an extra charge to be assessed.
3. Investment* pricing is valid for 60 days

TOWN OF MERRIMAC

Signature: _____

Date: _____

CITY WIDE FACILITY SOLUTIONS BOSTON

Signature: _____

Date: _____

Entrances, Offices, and Meeting Rooms

Trash will be emptied; receptacles will be relined.	Nightly
Fingerprints/smudges will be removed from movable entry glass	Nightly
All floor surfaces will be fully damp mopped or vacuumed	Nightly
Open horizontal surfaces will be dusted, and damp wiped including open desks, counters, file cabinets, window ledges (we will not touch personal items, computer equipment, and phones)	Nightly
Reachable vents (up to 10') will be dusted	Monthly

Breakrooms

Trash will be emptied; receptacles will be relined.	Nightly
Floors and walk off mats will be vacuumed, and hard floors damp mopped	Nightly
Sinks, fixtures, counters, and tables will be cleaned	Nightly
Dispensers will be checked and refilled	Nightly
Interior & exterior of microwave and exterior of refrigerator and appliances will be cleaned	Nightly
Walls near trash cans, light switches and fronts of counters will be cleaned to remove all drips, spills, and fingerprints	Nightly
Reachable vents (up to 10') will be dusted	Monthly

Elevator, and Hallways

Wipe clean and polish all metal surfaces of elevator doors and interior and exterior panels. Interior and exterior buttons will be disinfected	Nightly
Drinking fountains will be cleaned and disinfected	Nightly
Dispensers will be checked and refilled	Nightly
All floor surfaces will be fully damp mopped or vacuumed	Nightly

Auditorium

Trash will be emptied; receptacles will be relined.	Nightly
All floor surfaces will be fully vacuumed	Nightly
Display cases glass and window ledges will be cleaned	Nightly
Auditorium Balcony will NOT be serviced	Excluded

Restrooms

Trash will be emptied; receptacles will be relined. Trash deposited in dumpsters	Nightly
Floors will be vacuumed, and floors mopped with a disinfectant	Nightly
Toilets, urinals, sinks, counters, mirrors, and fixtures will be cleaned and disinfected	Nightly
Tile and partition walls will be cleaned with a disinfectant	Nightly
Dispensers will be checked and refilled	Nightly
Sills, moldings, ledges, door & partition frames will be dusted	Nightly
Fingerprints and removable smudges will be removed from light switches, handles, door frames	Nightly
Reachable vents (up to 10') will be dusted	Monthly

Stairwells

Stair railings will be dusted	Every 2 Weeks
All floor surfaces will be fully damp mopped or vacuumed	Every 2 Weeks
Window ledges will be cleaned	Every 2 Weeks

Cable Office

No service in this area	Excluded

Janitorial/storage closets

Consumable supplies will be organized in available shelving/storage space	Nightly
Janitorial sink and floors will be kept orderly and clean	Nightly
Janitorial equipment, cleaning agents and other cleaning tools will be appropriately stored and organized	Nightly

Trash

Trash will need to be deposited in dumpster at Highway Dept (60 E Main Street)	Informational

Authorized Signature: _____

Printed Name/Title: _____

City Wide of Boston Authorized Signature: _____

Printed Name/Title: _____

Entrances, Front Desk, Training Room, Offices, Meeting Room, Booking Room, Cells and Hallways

Trash/Recycle will be emptied; receptacles will be relined. Trash deposited in dumpsters	Nightly
Fingerprints/smudges will be removed from movable entry glass, reception glass and display case glass	Nightly
All floor surfaces will be fully damp mopped or vacuumed	Nightly
Open horizontal surfaces will be dusted, and damp wiped including open desks, tables, counters, file cabinets, window ledges (we will not touch personal items, computer equipment, and phones)	Nightly
Exterior of package drop off box will be dusted	Nightly
Spot clean kick plates	Monthly
Reachable vents (up to 10') will be dusted	Monthly

Kitchen and Break Area

Trash will be emptied; receptacles will be relined. Trash deposited in dumpsters	Nightly
Floors and walk off mats will be vacuumed, and hard floors damp mopped	Nightly
Sinks, fixtures, counters, and tables will be cleaned	Nightly
Dispensers will be checked and refilled	Nightly
Interior & exterior of microwave and exterior of refrigerator and appliances will be cleaned	Weekly
Walls near trash cans, light switches and fronts of counters will be cleaned to remove all drips, spills, and fingerprints	Weekly
Reachable vents (up to 10') will be dusted	Monthly

Stairwell

All floor surfaces will be fully vacuumed and damp mopped	Monthly

Restrooms and Locker Rooms

Trash will be emptied; receptacles will be relined. Trash deposited in dumpsters	Nightly
Floors will be vacuumed, and floors mopped with a disinfectant	Nightly
Toilets, urinals, sinks, counters, mirrors, showers and fixtures will be cleaned and disinfected	Nightly
Tile and partition walls will be cleaned with a disinfectant	Nightly
Dispensers will be checked and refilled	Nightly
Sills, moldings, ledges, door & partition frames will be dusted	Weekly
Fingerprints and removable smudges will be removed from light switches, handles, door frames	Weekly
Tops of Lockers will be dusted	Monthly
Reachable vents (up to 10') will be dusted	Monthly

Cells

Trash will be emptied; receptacles will be relined. Trash deposited in dumpsters	Nightly
Toilets, and sinks will be cleaned and disinfected	Nightly
Bench will be wiped clean	Nightly
All floor surfaces will be fully damp mopped or vacuumed	Nightly

Garage

Trash will be emptied; receptacles will be relined. Trash deposited in dumpsters	Nightly
All floor surfaces will be fully damp mopped or vacuumed	Nightly

Janitorial/storage closets

Consumable supplies will be organized in available shelving/storage space	Nightly
Janitorial sink and floors will be kept orderly and clean	Nightly
Janitorial equipment, cleaning agents and other cleaning tools will be appropriately stored and organized	Nightly

Authorized Signature: _____

Printed Name/Title: _____

City Wide of Boston Authorized Signature: _____

Printed Name/Title: _____

Entrances, Front Desk, Offices, Meeting Rooms, Children's Room, Library and Hallways

Trash will be emptied; receptacles will be relined. Trash deposited in dumpsters	Nightly
Fingerprints will be removed from movable entry glass	Nightly
Library Computer keyboards and mouse will be cleaned	Nightly
Drinking fountains will be cleaned and disinfected	Nightly
All floor surfaces will be fully damp mopped or vacuumed	Nightly
Open horizontal surfaces will be dusted, and damp wiped including open desks, counters, file cabinets, window ledges (we will not touch personal items, computer equipment, and phones)	Nightly
Reachable vents (up to 10') will be dusted	Monthly

Children's Program

Trash will be emptied; receptacles will be relined. Trash deposited in dumpsters	Nightly
All floor surfaces will be fully vacuumed, and damp mopped	Nightly
Window ledges will be dusted	Nightly

Break Room

Trash will be emptied; receptacles will be relined. Trash deposited in dumpsters	Nightly
Floors and walk off mats will be vacuumed, and hard floors damp mopped	Nightly
Counters and tables will be cleaned	Nightly
Sink and fixtures will be cleaned	Nightly
Dispensers will be checked and refilled	Nightly
Interior & exterior of microwave and exterior of refrigerator and appliances will be cleaned	Nightly
Walls near trash cans, light switches and fronts of counters will be cleaned to remove all drips, spills, and fingerprints	Nightly
Reachable vents (up to 10') will be dusted	Monthly

Restrooms

Trash will be emptied; receptacles will be relined. Trash deposited in dumpsters	Nightly
Floors will be vacuumed, and floors mopped with a disinfectant	Nightly
Toilets, sinks, counters, mirrors, infant changing station, and fixtures will be cleaned and disinfected	Nightly
Tile and partition walls will be cleaned with a disinfectant	Nightly
Dispensers will be checked and refilled	Nightly
Sills, moldings, ledges, door & partition frames will be dusted	Nightly
Fingerprints and removable smudges will be removed from light switches, handles, door frames	Nightly
Reachable vents (up to 10') will be dusted	Monthly

Exclusions:

Bookshelves will not be cleaned	Excluded
Books will not be cleaned	Excluded
Tops of Bookcases will not be cleaned	Excluded

Janitorial/storage closets

Consumable supplies will be organized in available shelving/storage space	Nightly
Janitorial sink and floors will be kept orderly and clean	Nightly
Janitorial equipment, cleaning agents and other cleaning tools will be appropriately stored and organized	Nightly

Authorized Signature: _____

Printed Name/Title: _____

City Wide of Boston Authorized Signature: _____

Printed Name/Title: _____

This Agreement for Services ("Agreement") is entered into as of the date of Client's signature below ("Effective Date") by and between Bay State Property Services, Inc. d/b/a City Wide Facility Solutions Boston ("City Wide") and the entity identified in the signature area below ("Client") and sets forth the terms and conditions applicable to the provision of certain products and/or services by City Wide to Client (collectively, "Managed Services"). City Wide is an independent contractor and not an employee of Client. No agency, partnership, joint venture, or employee-employer relationship is intended or created by this Agreement.

1. **Services and Products.** City Wide shall provide Managed Services as specified in an Investment Summary between the parties, attached hereto and incorporated by reference, including the location and applicable charges. All Managed Services will be carried out in a professional and workmanlike manner by City Wide and City Wide's network of pre-screened and qualified agents, independent contractors, and /or contracted entities.
2. **Invoices.** City Wide will invoice Client monthly for recurring Managed Services, on or about the first day of such month. Invoices for any one-time Managed Services will be issued separately. All invoices shall be due and payable no later than 30 days following issuance. Charges will be deemed accepted if not disputed in writing within 10 days of the invoice date. Upon failure by Client to make any payment when due, City Wide may, at its sole discretion, suspend or terminate Managed Services without notice or liability. Late invoices shall accrue interest of one and one half percent (1.5%) per month. City Wide shall be entitled to recover from Client reasonable attorney fees and other collection costs incurred by City Wide.
3. **Pricing Changes.** Except for an increase or decrease in frequency or scope of Managed Services (which may occur during the calendar year and result in a rate change), City Wide reserves the right to increase rates on January 1st of any calendar year, by a minimum of two and one half percent (2.5%) not to exceed five percent (5%) above Client's then-current rate.
4. **Non-Solicitation.** While Managed Services are being provided by City Wide, and for a period of one year following the termination or expiration of the agreement, whether such termination is by Client or by City Wide, regardless of the reasons therefor, Client will not directly or indirectly, employ, retain or solicit for employment or arrange to have any other person, firm, or other entity employ, retain or solicit for employment or otherwise participate in the employment or retention of any person who is, or was during the term of this Agreement, an employee, agent or independent contractor of City Wide (or an employee or agent of a City Wide independent contractor) while City Wide performed Managed Services hereunder. Any period of time in which Client violates this restriction will be added to its duration.
5. **Safety/Security.** Client shall maintain its facilities in compliance with all applicable federal, state, or local laws, ordinances, and regulations, as well as in accordance with reasonable requests made by City Wide to facilitate the provision of Managed Services. Upon any failure by Client to so maintain its facilities, City Wide may, at its sole discretion, suspend or terminate Managed Services without notice or liability. Client shall be solely responsible for the security of all valuable property located within its facilities, and City Wide disclaims any responsibility for and shall not be responsible for any such property.
6. **Insurance.** Client will maintain adequate insurance protection covering its facilities and its employees. City Wide will maintain insurance for bodily injury with limits of \$1,000,000 for each person and each occurrence, property damage with a limit of \$1,000,000 per occurrence, and workers' compensation insurance as required by applicable law.
7. **Term.** This Agreement shall commence on the Effective Date and continue for a period of twelve (12) months ("Initial Term") and shall renew automatically for subsequent one-year periods (each a "Renewal Term") at the conclusion of the Initial Term and each Renewal Term thereafter until Terminated by either Party.

Initial _____

BOSTON**8. Termination.**

8.1 Termination by Client. Client may terminate this agreement (a) upon at least sixty (60) days' written notice prior to the expiration of the then-current Term, or (b) for cause, upon the following conditions: (i) Client shall provide written notice via email, delivery confirmed, or certified mail to City Wide's Main Office specifically stating "notice of breach" and detailing how City Wide has breached the terms of this Agreement, and (ii) City Wide fails to cure such breach within thirty (30) days of receipt of such notice (Cure Period). If such breach is not cured by City Wide within the Cure Period, upon the end of such period, this Agreement shall be immediately terminated.

8.2 Termination by City Wide. City Wide may terminate this agreement at any time with sixty (60) days' written notice to Client. Client shall not be liable for liquidated damages if City Wide terminates this Agreement.

8.3 Payments Due upon Termination. Any termination hereunder, regardless of which Party terminates the Agreement or the reason for such termination, shall not affect Client's obligation to pay City Wide for all Managed Services Fees due and owing up to and including the Termination Date, which shall become immediately due, and shall be payable as provided in Section 2, above.

8.4 Liquidated Damages. Notwithstanding anything in Section 8.3, if during the Initial Term Client terminates this Agreement unless pursuant to Section 8.1, Client shall be responsible, as liquidated damages, for the greater of two months' service fees or 50% of the remaining months' service fees after the Termination Date. Liquidated damages shall become immediately due and payable upon Client's notice of Termination.

9. Indemnification. Each Party agrees to indemnify, defend and hold the other harmless from liability resulting from the indemnifying Party's negligence or breach, including, without limitation, reasonable attorney's fees and legal costs, except to the extent caused by the indemnified Party.

Notwithstanding the foregoing, in no event shall City Wide be liable for any damages in excess of claims paid, or for damages not covered by insurance either on the basis of a denied claim or if such claim is not submitted by the Client.

10. Limitation of Liability. Notwithstanding Section 9, and except in the case of willful conduct or gross negligence, City Wide's maximum aggregate liability to Client arising out of any breach, warranty, or other obligation of City Wide under this Agreement shall not exceed any amount recovered or recoverable through Client's or City Wide's insurance. In no event shall City Wide be liable for any damages in excess of claims paid, or for damages not covered by insurance either on the basis of a denied claim or if such claim is not submitted by the Owner. Neither Party will be liable to the other for any incidental, special, consequential or other indirect damages. Client must bring any claims arising under this agreement within six months of when they knew or should have known about the action, omission or injury giving rise to such claim(s).

11. Force Majeure. If City Wide is unable to perform services under this Agreement as a result of an Act of God, natural disaster, act of war, cyber-attack, pandemic, endemic, the declaration of a State or Federal State of Emergency or the issuance of an Executive, Judicial, or Legislative Order or State issued quarantine guidelines or restrictions (in either Massachusetts or in whatever location Managed Services are to be performed) which directly affects City Wide's ability to operate or perform under this Agreement (each a "Force Majeure Event"), City Wide's obligations hereunder shall be suspended until such time as the Force Majeure has ended or abated sufficiently that City Wide may reasonably be expected to resume performance of Managed Services. A Force Majeure event does not relieve the Client from its obligations hereunder, except that Fees for Managed Services shall be appropriately prorated or suspended while Managed Services are not performed as a result of a Force Majeure Event.

12. Attorneys' Fees and Costs. If City Wide commences legal action to enforce this Agreement, Client will pay City Wide's reasonable attorney fees and costs incurred in the enforcement of this Agreement.

Initial _____

BOSTON

13. Entire Agreement. This Agreement supersedes any and all agreements, either oral or written, including prior emails, or Work Orders, Purchase Orders, Change Orders, or any other such similar documentation for Services (collectively "Work Orders") between the parties hereto with respect to the terms of this Agreement.

14. Amendments. This Agreement may only be amended in a writing signed by both Parties. Work Orders originating after the execution of this Agreement may be incorporated into this Agreement by reference once such Work Order is signed by both Parties (initials and/or electronic signatures shall be deemed sufficient); however, where terms of this Agreement and any Work Order conflict, the terms of this Agreement shall prevail.

15. Governing Law. This Agreement is governed by and construed in compliance with the laws of the Commonwealth of Massachusetts without giving effect to any choice-of-law or conflict-of-law provision or rule (whether of the Commonwealth of Massachusetts or of any other jurisdiction) that would cause the application of the laws of any jurisdiction except the Commonwealth of Massachusetts. Any claims under this agreement may only be brought before a court of competent jurisdiction in Middlesex County, Massachusetts.

16. Partial Invalidity. If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Client attests that they have the full right and authority to enter into this Agreement. The consummation of the Agreement and the transactions contemplated herein do not violate any outstanding assignments, grants, licenses, encumbrances, obligations, agreements or understanding between Client and any other person or entity. By its authorized signature below, each Party confirms its understanding of and assents to this Agreement as of the Effective Date.

CLIENT (NAME): _____

CITY WIDE FACILITY SOLUTIONS BOSTON

Address: _____

Authorized Signature: _____

City, State, Zip: _____

Name: _____

State of Incorporation: _____

Title: _____

Authorized Signature: _____

Date: _____

Name: _____

Title: _____

Date: _____

Initial _____

TOWN OF MERRIMAC BUDGET SUMMARY

REVENUE ESTIMATES

	Adopted	Departmental Requested Budget	Requested ATM Budget	Requested FTM Budget
	FY2024	FY2025	FY2025	FY2025
PROPERTY TAXES				
Tax Base	\$ 14,950,957	\$ 16,340,808	\$ 16,340,808	\$ 16,340,808
2 1/2 % Increase	\$ 373,774	\$ 408,520	\$ 408,520	\$ 408,520
Est New Growth	\$ 156,077	\$ 125,000	\$ 150,000	\$ 180,000
General Override	\$ 860,000	\$ -	\$ -	\$ -
Unused Levy Capacity	\$ (265,335)	\$ -	\$ -	\$ -
PROPERTY TAXES	\$ 16,075,473	\$ 16,874,329	\$ 16,899,329	\$ 16,929,329
STATE PROVIDED FUNDS				
Cherry Sheet/State Aid	\$ 1,164,467	\$ 1,195,873	\$ 1,195,873	\$ 1,196,624
MSBA	\$ -	\$ -	\$ -	\$ -
SUBTOTAL: STATE FUNDS	\$ 1,164,467	\$ 1,195,873	\$ 1,195,873	\$ 1,196,624
DEBT EXCLUSIONS				
New Library Construction	\$ 106,575	\$ -	\$ -	\$ -
Police Station	\$ 361,028	\$ 357,153	\$ 357,153	\$ 357,153
PRSD Middle/High School	\$ 1,576,867	\$ 1,582,734	\$ 1,582,734	\$ 1,582,734
SUBTOTAL	\$ 2,044,470	\$ 1,939,887	\$ 1,939,887	\$ 1,939,887

PROJECTED LOCAL RECEIPTS

Motor Vehicle Excise	\$ 1,066,000	\$ 1,066,000	\$ 1,100,000	\$ 1,100,000
Penalties & Interest	\$ 44,700	\$ 44,700	\$ 32,000	\$ 29,000
Other Excise (Marijuana)	\$ -	\$ -	\$ 32,000	\$ 40,000
In Lieu of Tax	\$ 1,289	\$ 1,289	\$ 1,289	\$ 1,289
Trash	\$ 143,000	\$ 143,000	\$ 150,000	\$ 157,000
Ambulance	\$ 464,000	\$ 464,000	\$ 435,000	\$ 419,000
Fees	\$ 46,000	\$ 46,000	\$ 47,000	\$ 50,000
Rentals	\$ 145,500	\$ 145,500	\$ 140,000	\$ 126,000
Cemetery	\$ 16,000	\$ 16,000	\$ 20,000	\$ 15,000
Licenses & Permits	\$ 67,800	\$ 67,800	\$ 80,000	\$ 77,500
Fines & Forfeitures	\$ 25,700	\$ 25,700	\$ 25,700	\$ 25,717
Investment Income	\$ 164,800	\$ 164,800	\$ 200,000	\$ 225,000
Misc Non Recurring	\$ 48,000	\$ 48,000	\$ 48,000	\$ 60,000
Misc Recurring	\$ 41,300	\$ 41,300	\$ 60,000	\$ 100,000
SUBTOTAL	\$ 2,274,089	\$ 2,274,089	\$ 2,370,989	\$ 2,425,506

OTHER REVENUE

Free Cash Approp	\$ 848,750	\$ 630,442	\$ 630,442	\$ 630,442
Water Retained Earnings	\$ 150,000	\$ 92,000	\$ 92,000	\$ 92,000
Other Revenue	\$ 185,098	\$ 177,110	\$ 177,110	\$ 177,110
Wastewater Retained Earnings	\$ 85,000	\$ 317,000	\$ 317,000	\$ 317,000
Wastewater I & I	\$ 55,000	\$ 125,000	\$ 125,000	\$ 125,000
Bonded Capital	\$ -	\$ -	\$ -	\$ -
Water Enterprise	\$ 1,280,869	\$ 1,240,670	\$ 1,240,670	\$ 1,240,670
Wastewater Enterprise	\$ 1,397,989	\$ 1,317,023	\$ 1,317,023	\$ 1,317,023
Revenue to Reduce Tax Rate	\$ 38,000	\$ 38,000	\$ 38,000	\$ 38,000
SUBTOTAL	\$ 4,040,706	\$ 3,937,245	\$ 3,937,245	\$ 3,937,245

TOTAL REVENUE	\$ 25,599,205	\$ 26,221,422	\$ 26,343,322	\$ 26,428,590
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EXPENDITURE ESTIMATES

	Adopted	Departmental Requested Budget	Requested ATM Budget	Requested FTM Budget		
	FY2024	FY2025	FY2025	FY2025	% Change	% of Budget
ARTICLE 1 OMNIBUS						
General Government	\$ 1,322,545	\$ 1,539,508	\$ 1,519,575	\$ 1,519,675	14.91%	6.92%
Public Safety	\$ 2,721,650	\$ 3,076,014	\$ 2,869,810	\$ 2,869,810	5.44%	13.07%
Education	\$ 11,988,839	\$ 13,297,142	\$ 13,297,142	\$ 13,297,142	10.91%	60.54%
Highway	\$ 677,512	\$ 689,777	\$ 689,777	\$ 679,777	0.33%	3.09%
Cemetery	\$ 70,207	\$ 76,513	\$ 72,513	\$ 72,513	3.28%	0.33%
Health & Sanitation	\$ 146,292	\$ 150,862	\$ 149,862	\$ 149,862	2.44%	0.68%
Public Assistance	\$ 429,183	\$ 454,491	\$ 430,139	\$ 430,139	0.22%	1.96%
Library	\$ 354,691	\$ 370,147	\$ 370,147	\$ 370,147	4.36%	1.69%
Parks & Rec	\$ 11,520	\$ 11,520	\$ 11,520	\$ 11,520	0.00%	0.05%
Town Gardens	\$ 600	\$ 600	\$ 600	\$ 600	0.00%	0.00%
Long Term Principal	\$ 609,802	\$ 492,899	\$ 492,899	\$ 492,899	-19.17%	2.24%
Long Term Interest	\$ 313,319	\$ 296,919	\$ 296,919	\$ 296,919	-5.23%	1.35%
Gen Govt Unclassified	\$ 1,558,060	\$ 1,763,485	\$ 1,782,485	\$ 1,774,485	13.89%	8.08%
SUBTOTAL	\$ 20,204,220	\$ 22,219,877	\$ 21,983,388	\$ 21,965,488	8.72%	100%

CHARGES/ABATEMENTS/OTHER AMOUNTS TO BE RAISED

State & County	\$ 117,469	\$ 120,022	\$ 120,022	\$ 121,294
Tax Abatements	\$ 70,979	\$ 87,500	\$ 87,500	\$ 87,500
Library Offset	\$ 16,529	\$ 16,649	\$ 16,649	\$ 18,973
Overlay Deficit	\$ -	\$ -	\$ -	\$ -
Snow & Ice Deficit	\$ -	\$ -	\$ -	\$ -
Other Deficits	\$ -	\$ -	\$ -	\$ -
SUBTOTAL	\$ 204,977	\$ 224,171	\$ 224,171	\$ 227,767

CURRENT YEAR SPECIAL ARTICLES

Special Articles	\$ 5,180,008	\$ 4,245,335	\$ 4,245,335	\$ 4,235,335
Transfer Articles	\$ 10,000	\$ -	\$ -	\$ -
SUBTOTAL	\$ 5,190,008	\$ 4,245,335	\$ 4,245,335	\$ 4,235,335

BONDED ARTICLES

Prior Year Bond Issues				\$ -
Bond Authorization				
SUBTOTAL	\$ -	\$ -	\$ -	\$ -

TOTAL EXPENSE	\$ 25,599,205	\$ 26,689,383	\$ 26,452,894	\$ 26,428,590
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SURPLUS/(DEFICIT)	\$ 0	\$ (467,961)	\$ (109,572)	\$ 0
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Agenda Item
Accounting
09/23/24

Resignation - Assistant Town Accountant

Subject:

Honorable Select Board,

Effectively September 13, 2024, Jessica Finocchiaro resigned from the position as Assistant Town Accountant.

Ms. Finocchiaro's letter of resignation is attached and your acceptance of her separation of service is hereby requested.

Respectfully submitted,

Anne O. Jim

Town Accountant

Attachments:

Finocchiaro Resignation_Redacted

Finocchiaro Acceptance_Redacted

Jessica Finocchiaro, Assistant Town Accountant
Town of Merrimac

Carol McLeod, Town Administrator/Treasurer/Finance & HR Director
Anne O. Jim, Town Accountant
Town of Merrimac, Massachusetts

September 11, 2024

Dear Town Administrator McLeod and Town Accountant Jim,

I hope this message finds you well. It is with a mix of gratitude and regret that I inform you of my resignation from my position as Assistant Town Accountant for the Town of Merrimac. It's important to me as you know, to complete this process in a way that most benefits the Town and department's goals. Please feel free to reach out with any questions.

I have truly enjoyed being the first Assistant Town Accountant for the town. Over the past year and a half, I have met so many wonderful people, and learned a lot about the Town. I've successfully completed my first year of the MA Municipal Auditors' and Accountants' Association towards certification. I've learned how to process a wide variety of transactions and provide information in the VADAR software and DLS Gateway. I've had the privilege of leading in areas where I can be helpful such as the successful transition of the IRS 1099 filings to a digital process, complex vendor reconciliations, and other areas that I was able to bring a fresh perspective and focus to. I've extensively documented this process with resources and a draft instruction manual for future use. I'm especially proud of learning how to complete the check run process, which I was prepared for in the event of the Town Accountant's absence.

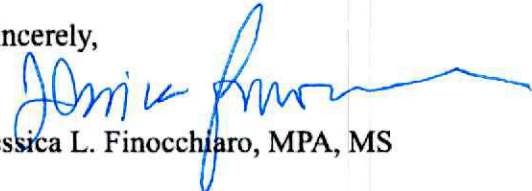
Learning how to complete the check run process without previous formal town accounting experience would not have been possible without the support and guidance of Town Accountant Jim, and I am grateful for her time and extensive experience, of which I directly benefited from.

I want to extend my sincere appreciation for the trust and opportunities you both as well as the Town have extended to me. The professional growth and experiences I have gained here have been invaluable, and I will always remember the tight knit and collaborative spirit that defines your town hall. With limited resources, and everyone fulfilling multiple roles, I've learned to truly appreciate all of the effort that comes together to keep moving a smaller town forward.

During the transition period, I am committed to ensuring a smooth and quick transfer of my responsibilities. Over the course of our time together, I've gathered and written down a great deal of institutional knowledge from my supervisor, given her anticipated retirement, and will provide all that I've prepared to the Town. I hope that the next person might learn these systems/procedures faster and benefit from and formalize these manual documents. I am willing to assist the Town further if requested, should any unanticipated needs arise.

Thank you once again for your support and understanding. If our paths don't happen to cross in the future I wish the Town of Merrimac and your team continued success in all your endeavors.

Sincerely,


Jessica L. Finocchiaro, MPA, MS

Attachment: Finocchiaro Resignation_Redacted (Resignation - Assistant Town Accountant)



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

September 23, 2024

Via Email and First-Class Mail

Jessica Finocchiaro
22 Elsmere Ave.
Methuen, MA 01844
[REDACTED]

Re: Acceptance of Resignation from Assistant Accountant Position

Dear Jessica:

Please be advised that, on the effective the date of this letter, I accept the resignation you submitted via email to Anne Jim on September 11, 2024 at 2:50 p.m.

Attached, please find information relative to COBRA and Unemployment Insurance. You will receive your final paycheck in accordance with the Town's normal payroll schedule.

We appreciate your service to the Town and wish you all the best.

Very truly yours,

Merrimac Select Board

Chris Manni
Chairman

cc: Carol McLeod

Attachment: Finocchiaro Acceptance_Redacted (Resignation - Assistant Town Accountant)



Agenda Item
Public Works
09/23/24

Performance Review - Tina Journey

Subject:



Agenda Item
Merrimac Select Board
09/23/24

Signing of Merrimac Police Contract 2023-2026

Subject:



Agenda Item
Merrimac Select Board
09/23/24

Select Board Meeting Schedule

Subject:



Agenda Item
Merrimac Select Board
09/23/24

CHAPA Town Notice of Resale 19 Broad Street

Subject:

Forwarded to AHB

Attachments:

CHAPA Town Notice_19 Broad St Unit 2024 (002)

Town Notice of Resale 19 Broad Street



September 5, 2024

David Cressman,
Chair
Zoning Board of Appeals
2 School St
Merrimac, MA 01860

Dear David:

This letter is sent to the Town of Merrimac on behalf of Christina Lindholm (deceased), the owner of an affordable property under Chapter 40B, to inform you of the owner's intent to sell the affordable home. The home is located at 19 Broad Street, Unit 204, and is part of Cobbler's Brook Condominium, a Chapter 40B development project for which Citizens' Housing and Planning Association (CHAPA) serves as the Monitoring Agent.

Based on the affordable housing deed rider for 19 Broad St, Unit 204, CHAPA has determined that the Maximum Resale Price for the above-referenced property is \$214,303. According to this property's deed rider, the Town of Merrimac has a 60-day Right of First Refusal; this means the Town has 60 days to decide if it would like to purchase the property from the homeowner at the Maximum Resale Price.

Please consider this letter notification of the Town of Merrimac's 60-day right of first refusal period. This 60-day period will commence on September 5th, 2024 and end on November 4th, 2024. *If we do not hear from you within this period, we will assume you do not wish to exercise your right of first refusal.*

As you may expect, the homeowner is anxious to hear back from the Town as soon as possible and move forward in marketing the property to find a new buyer. **This process cannot begin until we hear back from you.** Please contact me with your response in writing to the Right of First Refusal at rmccormick@chapa.org.

If the Town of chooses not to exercise its right of first refusal, CHAPA will assist the homeowner with the resale of this property. CHAPA and the homeowner will have 120 days to market the property in order to locate an Eligible Purchaser. When a new purchaser buys an affordable property, a new deed restriction is signed, recorded and the property remains on the Town of's subsidized housing inventory.

If an Eligible Purchaser fails to buy the home during the 120-day period (plus the option for a 60-day extension), the current owner of the property could sell the home on the open market for the fair market value. Any difference between the affordable price and the market price would be turned over to the Town. The home would no longer be deed-restricted and therefore would no longer be counted on the Town's subsidized housing inventory.

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

We welcome any efforts the Town wishes to make in assisting us to locate a new Eligible Buyer for this affordable housing opportunity. Please feel free to contact **Carol Marine, Senior Program Manager**, at 617-690-8603 or cmarine@chapa.org, if you are interested in helping us market the property. We look forward to hearing back from you soon regarding your Right of First Refusal.

Sincerely,

Ron McCormick
Program Manager

cc:

From: [Carol McLeod - Finance \(X3040\)](#)
To: [Jennifer Penney - Select Board \(X3080\)](#); [Sandy Venner - Affordable Housing](#)
Subject: FW: Town Notice of Resale 19 Broad Street
Date: Tuesday, September 10, 2024 12:08:52 PM
Attachments: [Town Notice 19 Broad St Unit 2024.pdf](#)
Importance: High

Sorry – see attached.

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: ds.mcclure@verizon.net <ds.mcclure@verizon.net>
Sent: Tuesday, September 10, 2024 10:45 AM
To: Carol McLeod - Finance (X3040) <cmcled@townofmerrimac.com>
Subject: FW: Town Notice of Resale 19 Broad Street
Importance: High

Carol,

The Planning Board received this, although the ZBA handles 40B. Also, not sure how you handle first refusal.

Let me know your thoughts. I am heading into the office for the ADU zoom at noon and can stop in if you are around.

Thanks,
 Denise

From: Shayla Wells - Planning (X3070) <planbd@townofmerrimac.com>
Sent: Monday, September 9, 2024 4:43 PM
To: David Cressman (cressmandg@comcast.net) <cressmandg@comcast.net>
Cc: Denise McClure (ds.mcclure@verizon.net) <ds.mcclure@verizon.net>
Subject: FW: Town Notice of Resale 19 Broad Street
Importance: High

Attachment: Town Notice of Resale 19 Broad Street (CHAPA Town Notice of Resale 19 Broad Street)

See attached.

Thank you,
 Shayla Wells
 Administrative Assistant
 Planning Department
 Town of Merrimac
planbd@townofmerrimac.com
 978-346-7832

From: Ron McCormick <rmccormick@chapa.org>
Sent: Thursday, September 5, 2024 1:07 PM
To: Shayla Wells - Planning (X3070) <planbd@townofmerrimac.com>
Subject: Town Notice of Resale 19 Broad Street

Dear Planning Board,

please see the attached. Please let me know if you have any questions.

--

Ron McCormick
 Program Manager

Citizens' Housing and Planning Association
[One Beacon Street, 5th Floor](#)
[Boston, MA 02108](#)
 Main Office: [617-742-0820](tel:617-742-0820)
 Direct Line: [781/285-6081](tel:781-285-6081)
www.chapa.org

****In order to assist as many people as possible, CHAPA sometimes provides general Chapter 40B program information relevant to most situations. However, policy is ultimately determined by applicable deed restriction terms and program guidelines, which may occasionally differ from the general information we provide.****



Agenda Item
Merrimac Select Board
09/23/24

Government Transportation Letter V1.3

Subject:

Attachments:

Gov Transportation Letter v1.3 (002)

[Date]

Governor Maura Healey
Massachusetts State House
24 Beacon St.
Boston, MA 02133

Dear Governor Healey,

We, the Select Board of Merrimac, are writing to express our deep concern about the recent \$293,684 transportation cut and its impact on our Pentucket Regional School. The reality is that we won't even receive the \$507,422 for FY25, as the state rarely provides the full amount listed on the cherry sheet. This cut reflects a broader issue in Massachusetts' funding of regional school districts and highlights the growing disparities between urban and regional schools.

Regional school districts like Pentucket have long been in "hold harmless" status under the Chapter 70 formula, receiving only minimum aid increases despite increasing operational costs. Since FY07, these districts have faced modest increases in foundation budget aid and mandated net school spending, leading to significant financial strain on our member towns.

For example, in FY23, Pentucket's mandated Net School Spending (NSS) was at 126.51% of its foundation budget. These percentages reflect the additional local funding required just to maintain operations, as the Chapter 70 formula has not provided adequate state support. By contrast, the urban district of Lawrence, which is not in hold harmless status, had an NSS of essentially 100%, meaning that its foundation budget is sufficient to cover operational costs without placing a significant burden on local taxpayers.

This disparity is unfair to rural, blue-collar towns like Merrimac, Groveland, and West Newbury. The Chapter 70 formula does not consider the unique challenges faced by regional school districts, such as maintaining multiple schools across several towns and providing a full range of services.

Since 2007, the student population in the region has decreased, leading the state to require regional districts like Pentucket to pay more. The formula suggests that Pentucket was receiving more than necessary due to this decline in enrollment. However, this is no longer the case. Pentucket's enrollment has remained relatively steady over the past four years and is expected to see modest growth due to new development plans. It seems the state is penalizing Pentucket in FY25 for declining enrollment that began nearly two decades ago. As a result, Pentucket must increasingly rely on local taxpayers to cover the funding gap, resulting in budget overrides, layoffs, and higher transportation fees for families.

Furthermore, Proposition 2½ limits our ability to raise property taxes to cover these shortfalls, creating a fiscal crisis that is unsustainable. Inflation has outpaced the 2½% cap on tax increases, making it impossible for our town to keep up with rising education costs without making severe cuts.

We urge you to address this issue by incrementally increasing transportation funding until the state fulfills its original promise to cover 100% of these costs for regional districts. Doing so would relieve the financial burden on towns like Merrimac, West Newbury, Groveland, and others across the Commonwealth, ensuring that all students have access to quality education regardless of where they live.

If this issue continues to be ignored, regional districts will be forced to make drastic cuts, up to and including reduced staffing and bus routes, threatening the future of our schools and communities. By tackling this issue now, your administration can restore fairness and equity to Massachusetts' education funding system and provide much-needed relief to regional districts.

Thank you for your attention to this matter. We are hopeful that, under your leadership, we can find a path forward that ensures all students in Massachusetts have access to the resources they need to succeed.

Sincerely,

[Your Name]

Chair, Merrimac Select Board

On Behalf of the Merrimac Select Board

[Contact Information]



Agenda Item
Merrimac Select Board
09/23/24

Inquiry About Placement of Banner Signs Recognizing Graduates

Subject:

Attachments:

Inquiry About Placement of Banner Signs Recognizing Graduates_Redacted

From: [Robert Sinibaldi - DPW \(X3604\)](#)
To: [Pentucket Parent Alliance](#)
Cc: [Jennifer Penney - Select Board \(X3080\)](#); [Chris Manni - Chairman](#)
Subject: RE: Question
Date: Wednesday, September 11, 2024 10:52:12 AM

Good morning,

I will pass this along to the Select board for their input.

Sincerely,

Robert Sinibaldi
 Building Commissioner / Zoning Compliance Officer/DPW Director

State of Confidentiality:

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

From: Pentucket Parent Alliance <pentucketparentalliance@gmail.com>

Sent: Wednesday, September 11, 2024 10:04 AM

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

Subject: Question

Good Morning;

I am the chair for the Pentucket Parent Alliance, which is a 100% parent volunteer committee that raises funds for the overnight event for the Graduating Seniors. Last year we did Lawn Signs for the Graduates and put them in front of the school. These were **not** inexpensive. However, Kids being kids, some of these were taken to magically reappear again just before graduation. We as a committee are hoping to do things a bit differently for the upcoming graduates of 2025.

We are hoping to have Banner style signs made for the graduates that could be hung on the telephone poles in each prospective town, for the month of May 2025.

We are hoping that Merrimac will join Groveland and West Newbury in this venture and make this happen for our upcoming graduates.

Please advise if this would be possible. If a further meeting on this issue is needed, I am happy to oblige.

Attachment: Inquiry About Placement of Banner Signs Recognizing Graduates_Redacted (Inquiry About Placement of Banner Signs

Thank you for consideration,

Best,
Dee Valeri



Agenda Item
Merrimac Select Board
09/23/24

Property Use Permit-Merrimac PTO-Sweetsir School 10/25/24

Subject:

Attachments:

Property Use Permit-Merrimac PTO-Sweetsir School_Redacted

From: [LoriSweetsir School Vaz](#)
To: [Jennifer Penney - Select Board \(X3080\)](#)
Subject: New submission from Property Use Permit
Date: Wednesday, September 11, 2024 2:55:08 PM

Date
09/11/2024
Property Requested
Sweetsir School
Date and Time Property Requested For
10/25/2024
Purpose of Request
Fall fundraiser event for Merrimac kids
Organization Name
Merrimac PTO
Is your group a for profit entity?
No
Name of Applicant
Lori Vaz
Address
104 Church Street, Merrimac MA 01860
Email
merrimacpto@merrimacpto.org
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?
Yes
Will refreshments be served?

Attachment: Property Use Permit-Merrimac PTO-Sweetsir School_Redacted (Property Use Permit-Merrimac PTO-Sweetsir School 10/25/24)

Yes
If Yes, name vendor
Little Caesar's Pizza
Will alcohol be served?
No
Will event take place on town roads?
Jervey Loop behind the school
Application Agreement
 I agree.



Agenda Item
Merrimac Select Board
09/23/24

Early Voting Hours, Change of Polling Location to Sweetsir School

Subject:

Attachments:

Early Voting Hours, Change of Polling Location to Sweetsir School

From: [Gwen Lay Sabbagh - Clerk \(X3030\)](#)
To: [Jennifer Penney - Select Board \(X3080\)](#)
Subject: Select Board Agenda - Early Voting Hours, Change of Polling Location to Sweetsir School
Date: Tuesday, September 17, 2024 1:48:22 PM

Hello Jenn,
 Could you add me to the SB Agenda to discuss Early Voting Hours at Merrimac Town Hall, and changing the Polling Location from the Merrimac Public Library to the Sweetsir School on Election Day, November 5, 2024.
 Thank you,
 Gwen

Gwendolyn Lay Sabbagh

Merrimac Town Clerk, M.Ed., MMC, CMMC
 2-4 School Street, Merrimac, MA 01860

Justice of the Peace
 Chief Election Official
 Records Access Officer
 Burial Agent

Voice: (978) 346-8013 X2

e-mail: townclerk@townofmerrimac.com

Hours: Monday 9am-7pm, Tuesday – Thursday 9am-4pm, Friday by Appointment

POSTING DEADLINE FOR AGENDAS

To Hold a Meeting on:	Agendas Must be Received By:
Monday	Wednesday (Prior to Meeting) By Noon
Tuesday	Thursday (Prior to Meeting) By Noon
Wednesday	Thursday (Prior to Meeting) By Noon
Thursday	Monday (Prior to Meeting) By Noon
Friday	Tuesday (Prior to Meeting) By Noon

*When writing or responding, please remember that the Secretary of State's Office has determined that email is a public record. **Please take notice:** All e-mail communications sent or received by persons using the City of Easthampton's network may be subject to disclosure under the Massachusetts Public Records Law (M.G.L. Chapter 66, Section 10) and the Federal Freedom of Information Act.*



Agenda Item
Merrimac Select Board
09/23/24

Certificates of Recognition-Employee Anniversary

Subject:

Attachments:

Certificate of Recognition Carol McLeod 25 years

Certificate of Recognition Stephen Beaulieu 20 Years

Certificate of Recognition Chris Liquori 15 Years

Certificate of Recognition

Awarded by the Merrimac Board of Selectmen
Merrimac, Massachusetts

In Recognition of

Carol McLeod

*For 25 Years of Dedicated Service to the
Town of Merrimac*

Presented this 23rd Day of September 2024

Chris Manni

Janet M. Bruno

Irina Gorzynski

Wayne P. Adams

Robert L. Gustison II

Certificate of Recognition

Awarded by the Merrimac Board of Selectmen
Merrimac, Massachusetts

In Recognition of

Stephen Beaulieu

*For 20 Years of Dedicated Service to the
Town of Merrimac*

Presented this 23rd Day of September 2024

Chris Manni

Janet M. Bruno

Irina Gorzynski

Wayne P. Adams

Robert L. Gustison II

Certificate of Recognition

Awarded by the Merrimac Board of Selectmen
Merrimac, Massachusetts

In Recognition of

Chris Liquori

*For 20 Years of Dedicated Service to the
Town of Merrimac*

Presented this 23rd Day of September 2024

Chris Manni

Janet M. Bruno

Irina Gorzynski

Wayne P. Adams

Robert L. Gustison II



Agenda Item
Merrimac Select Board
09/23/24

Sign Appointment Slip for Kelleigh Greaney

Subject:

Appointment has been voted-only need to sign slip