



Merrimac Select Board

Select Board Meeting

10/07/24

**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. TO JOIN REMOTE MEETINGS:
HTTPS://US06WEB.ZOOM.US/J/5593835320?PWD=E0SEI0BFDZO4TZO1WCS7V3MJBWM7L
L.1 MEETING ID: 559383532 PASSCODE: 1876**

II. CALL TO ORDER

PRESENT: Gustison, Manni, Gorzynski, Bruno, Adams

ABSENT:

Recorded and televised

III. APPROVE AGENDA

1. Motion to approve

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

IV. MINUTES APPROVAL

1. Merrimac Select Board - Select Board Meeting - Sep 23, 2024 7:00 PM

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

V. APPROVAL OF PAYROLL AND VENDOR WARRANT OF SEPTEMBER 30, 2024

1. Motion to approve

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

VI. APPOINTMENT

1. 7:15 PM Dee Valeri-Pentucket Parent Alliance -Senior Banners

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.

Did not appear.

2. Pentucket Graduate Banners

VII. CORRESPONDENCE

1. Tax Department Quarterly Update
2. Mead, Talerman, Costa Legal Rate Increase Effective July 1 2025
3. FY25 Municipal Road Safety Grant Program Awardees
4. Light Union Contract 2024-2027
5. Congrats Letter 5Th Community Compact Agreement
6. Diesel Vehicle Restrictions

Gustison discusses diesel restrictions. Can't buy any new diesel vehicles. Bruno thinks the cost will be high for charging stations.

7. Request to Use Fire Dept. Message Board -Pentucket Arts a Cappella Night
8. Fire-Formal Offer of Employment Travis Bounsy

Fisher wanted to formalize the hiring of Travis Bounsy; has been working as per diem. They are excited to have him.

9. Motion to file correspondence

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

VIII. OLD BUSINESS

No response yet on the transportation letter.

IX. AGENDA ITEMS

1. Town Administrator's Report

McLeod getting a proposal to study form of government. Brienne Walsh is getting a grant to use toward dementia program; town meeting articles posted and on the website. Press release went out about town meeting. McLeod spoke to town counsel about the possibility of a warrant article being introduced at town meeting. McLeod said it cannot happen because it would have to go to Fincom. Gustison explains to the board what happened at the Board of Health meeting in regard to an idea about hazardous waste. Gorzynski says the individual wanted to know how to dispose of waste. McLeod said she spoke with Amesbury. She will forward a list of qualified events for the regional Board of Health. The board thinks its a great idea for an event, but the mechanism is not appropriate. The main goal is to balance the budget at the next town meeting. Manni says there is more discussion to be had.

Meeting on 8th to go over revisions for the regional agreement

update for Whittier she recommends to go on to the Whittier NECC update for most recent information. They are working on doing a scope. The board is ok with the link.

Letter w Newbury drafted from sen tarr; manni likes the letter and intent-ultimately someone needs to talk to the mayor and city council of Haverhill;

good news on GASB-OPEB report status of funds; had a good year. The 49% to 70% of funding should be fully funding by 2030. Could be small fluctuations.

9. Motion to allow the town administrator to reach out to dept heads regarding the choices

Occupational health centers; all the same pricing; convenient does not do police and fire. McLeod would like to offer the 3 options; motion to allow the town admin to reach out to dept heads regarding the choices

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

11. Motion for the chair to sign the BeWell agreement

BeWell host agreement; legal has reviewed

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

2. Highway Garage Engineering Proposal

Bob Sinibaldi says the letter is self explanatory for the feasibility study. 2 Jana way; portion of acreage over on emery st field. Was voted at town meeting; \$50,000 for feasibility study. Motion for the chair to sign the proposal for the assessment of the Luna design group amend to include \$20,000 down payment

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

3. Property Use Permit-Town Forest Soccer Fields

Motion to approve the date

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

4. Police-FY2025 State 911 Grants

Police grants; \$20000; chair to sign form to authorize the chief to sign; three state 911 grants he is applying for; all need authorization from the board to sign the contracts; Bruno thinks it's great that they applied for them. Shears says some funds will be used for pedestrian safety. Shears says Sinibaldi's been great with the crosswalk signs.

Motion to authorize as designee Chief Shears to sign and amended to include signature from the chair

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

5. Performance Review-James Clark

Sinibaldi thanks James Clark for his work at the water department. Motion to accept James Clark's performance review and offer the 1% as well

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

6. Donaghue Playground

was power washed and sanitized; work was done free of charge by Jake Benjamin at Pro Power Washing-send letter thanking him for his contribution

7. Plowing Rate Increase Request

Sinibaldi says Merrimac is in the middle of the range; \$90, \$98, and \$118; if they make 100% of call out events they would receive a \$500 bonus. The funds would come out of snow and ice. Sinibaldi says he thinks we will get drivers. Bruno feels they are reasonable rates. Motion to change the plow rates based on the rates provided and incentive bonus

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

8. Performance Review-Carol McLeod

Manni says all three employees are some the most dedicated of the town; trusted resources; they do an outstanding job

Motion for the board to accept performance reviews for Carol McLeod, Eric Shears, and Larry Fisher and offer the 1%

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

9. Performance Review-Eric Shears

Addressed in #8

10. Performance Review-Larry Fisher

Addressed in #8

11. Fire-FFY 2024 EMPG Subgrant Application

They will keep the signatory authority on file; applied for software. Motion for the chair to sign the grant application for the fire dept

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

12. Warrant for State Election

Sabbagh says the election will be held at the Sweetsir school. Motion for the board to sign the warrant for the state election

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

13. CH90 Reimbursement Request

Done paying for the year. Gorzynski says they did some good stuff this year. Motion for the chair to sign

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

14. Performance Reviews-Police

Chief Shears speaks to employee reviews; they are effective 7/1/24; recommends the employees as listed received the 1%

Manni thanks him and his team. Motion to accept the performance reviews for all six employees and award the 1%

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

15. Employment Status Change-Police Department

Late add. Full time dispatcher Manuel Tickelis has given notice; last shift Oct 12th; would like to stay in on as per diem; Motion to accept resignation from full time and appoint him as a part time dispatch

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

2. Open Comments

Carol Traynor, Cable Access Dept. won an award of \$20,000 for the clock tower from the Merrimac Light. Traynor says her department will buy a conference table for the auditorium room; is a committee table and will seat nine people; the board thanks her.

X. **ADJOURN**

1. Motion to adjourn 8:05 pm

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



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 Usovich. She would be happy to come in.

3. Master Plan Draft Available for Public Comment through 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: 10/07/24 07:00 PM

Department: Merrimac Select Board

Category: Discussion

Prepared By: Jennifer Penney

Initiator: Jennifer Penney

Sponsors:

SCHEDULED~~APPOINTMENT (ID # 8882)~~~~DOC ID: 8882~~**7:15 PM Dee Valeri-Pentucket Parent Alliance -Senior
Banners****COMMENTS - Current Meeting:**

Did not appear.



Agenda Item
Merrimac Select Board
10/07/24

Pentucket Graduate Banners

Subject:

Attachments:

Re_ Banners

Banners Response 100124

From: [Pentucket Parent Alliance](#)
To: [Jennifer Penney - Select Board \(X3080\)](#)
Subject: Re: Banners
Date: Wednesday, September 25, 2024 2:53:50 PM
Attachments: [Screenshot 2024-09-25 at 2.51.14 PM.png](#)

Good afternoon. The banners I'm looking at are 2x4 they would look somewhat like this (see attached) I am waiting for a complete list of graduates from the school to see how many are in each town. I am happy to come to a meeting and bring a banner to discuss further. Thanks in advance.

On Wed, Sep 25, 2024 at 1:53 PM Jennifer Penney - Select Board (X3080) <selectmen@townofmerrimac.com> wrote:

The select board reviewed your email at their 9/23 meeting, but did not have enough information to make a decision. They wondered how many banners you plan on displaying, one per student or a single banner? Any additional details you can provide would be helpful. Thanks!

Best,

Jennifer Penney

Executive Assistant

Notary Public

Office of the Select Board

Town of Merrimac

4 School St.

Merrimac, MA 01860

P: 978-346-8862

Hours: Monday 8am-7pm; Tuesday-Thursday 8am-4pm

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

Attachment: Re_ Banners (Pentucket Graduate Banners)

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

Notice:

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

Attachment: Re_ Banners (Pentucket Graduate Banners)

From: [Pentucket Parent Alliance](#)
To: [Jennifer Penney - Select Board \(X3080\)](#)
Subject: Re: Banners
Date: Tuesday, October 1, 2024 2:00:34 PM

Hi Jennifer;

We literally just received the master list today. There are 56 Mrrimac students, and not all will want to be displayed, some want to display their child in their yard. Please let me know when a good time would be to come in.

Thanks in advance,

On Tue, Oct 1, 2024 at 1:32 PM Jennifer Penney - Select Board (X3080)
 <selectmen@townofmerrimac.com> wrote:

Hi

Please reach back out to the office once you have the information on how many students, where the signs would be displayed, who would be responsible for putting them up, etc. then we can schedule you to come in to meet with the select board. Thanks.

Best,

Jennifer Penney

Executive Assistant

Notary Public

Office of the Select Board

Town of Merrimac

4 School St.

Merrimac, MA 01860

P: 978-346-8862

Hours: Monday 8am-7pm; Tuesday-Thursday 8am-4pm

Attachment: Banners Response 100124 (Pentucket Graduate Banners)

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

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

Notice:

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

From: Pentucket Parent Alliance <pentucketparentalliance@gmail.com>
Sent: Wednesday, September 25, 2024 2:53 PM
To: Jennifer Penney - Select Board (X3080) <selectmen@townofmerrimac.com>
Subject: Re: Banners

Good afternoon. The banners I'm looking at are 2x4 they would look somewhat like this (see attached) I am waiting for a complete list of graduates from the school to see how many are in each town. I am happy to come to a meeting and bring a banner to discuss further. Thanks in advance.

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Best,

Jennifer Penney

Executive Assistant

Notary Public

Attachment: Banners Response 100124 (Pentucket Graduate Banners)

Office of the Select Board

Town of Merrimac

4 School St.

Merrimac, MA 01860

P: 978-346-8862

Hours: Monday 8am-7pm; Tuesday-Thursday 8am-4pm

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

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

Notice:

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



Merrimac Select Board

2 School Street

Merrimac, MA 01860

SCHEDULED

Meeting: 10/07/24 07:00 PM

Department: Merrimac Select Board

Category: Information

Prepared By: Jennifer Penney

Initiator: Jennifer Penney

Sponsors:

~~CORRESPONDENCE (ID # 8869)~~

~~DOC ID: 8869~~

Tax Department Quarterly Update

From: [Michelle Barry - Tax \(X3091\)](#)
To: [Jennifer Penney - Select Board \(X3080\)](#)
Subject: Department update
Date: Wednesday, September 25, 2024 9:07:49 AM

Good morning Jen,

I apologize for the delay. Below is my update from the department head meeting.

- As of September 4th, there were 15 properties that still owe FY24 real estate taxes. Intent to collect letters were mailed August 8th with a due date of September 9th.
- The FY25 second quarter real estate and personal property tax bills will be mailed on or before October 1st and will be due November 4th.
- Starting with the second quarter, real estate and personal property bills will be available to view and print through Unipay. Previously, the feature to view and print bills was not available.
- As of September, I have mailed 5 excise commitments. Typically there are 7 commitments mailed throughout the year. I anticipate another 2 commitments will be mailed before the end of the calendar year.
- The total amount of tax collected in the first 2 months of FY25 was \$4,643,974.66.

Thank you,

Michelle M. Barry, CMMC
Tax Collector
Town of Merrimac
4 School Street
Merrimac, MA 01860

mbarry@townofmerrimac.com
978-346-8824
Hours: M 8-7PM; Tu -Th 8-4PM; Friday CLOSED

Attachment: Tax Department update (Tax Department Quarterly Update)



Merrimac Select Board

2 School Street

Merrimac, MA 01860

SCHEDULED

Meeting: 10/07/24 07:00 PM

Department: Merrimac Select Board

Category: Information

Prepared By: Jennifer Penney

Initiator: Jennifer Penney

Sponsors:

~~CORRESPONDENCE (ID # 8865)~~

~~DOC ID: 8865~~

Mead, Talerman, Costa Legal Rate Increase Effective July 1 2025



Mead, Talerman & Costa, LLC
Attorneys at Law

30 Green Street
Newburyport, MA 01950
Phone 978.463.7700
Fax 978.463.7747

www.mtclawyers.com

September 16, 2024

Carol McLeod
Town Administrator
2 School Street
Merrimac, MA 01860

Re: Rate Increase Effective July 1, 2025

Dear Carol:

I appreciate your continued loyalty to me and to all of us at Mead, Talerman & Costa, LLC who assist you with your legal needs. Our clientele is our top priority; and, recognizing that you have a choice of attorneys, we thank you for placing your trust in us.

As do businesses in any industry, we must from time-to-time increase our rates to reflect inflation, the rising costs of operations and regional norms. To continue to provide you with quality legal services, please note that we will adjust the monthly sum you are charged for general municipal services to \$195 per hour, as well as the hourly rate you are charged for labor services to \$195, effective for fiscal year 2026 (FY26), i.e. beginning on July 1, 2025.

Invoices will continue to be due and payable upon receipt.

I value the Town as a client and I want to continue to serve the Town in the future. If you have questions about the above, please do not hesitate to contact me.

Thank you.

Sincerely,



Lisa L. Mead

LLM/fhs
cc: File

Millis Office

730 Main Street, Suite 1F
Millis, MA 02054
Phone/Fax 508.376.8400

New Bedford Office

227 Union Street, Suite 606
New Bedford, MA 02740



Merrimac Select Board

2 School Street
Merrimac, MA 01860

SCHEDULED

Meeting: 10/07/24 07:00 PM

Department: Merrimac Select Board

Category: Grant

Prepared By: Jennifer Penney

Initiator: Jennifer Penney

Sponsors:

~~CORRESPONDENCE (ID # 8864)~~

~~DOC ID: 8864~~

FY25 Municipal Road Safety Grant Program Awardees

• Abington: \$29,984.22	• Cambridge: \$59,982.00	• Gardner: \$29,483.00
• Acton: \$39,995.40	• Canton: \$27,529.72	• Georgetown: \$17,300.00
• Agawam: \$37,109.00	• Carlisle: \$17,982.74	• Gill: \$17,358.31
• Amesbury: \$29,640.00	• Carver: \$20,000.00	• Gloucester: \$26,064.00
• Amherst: \$33,800.00	• Charlton: \$30,000.00	• Granby: \$19,985.00
• Andover: \$25,770.00	• Chelmsford: \$39,917.25	• Greenfield: \$29,799.68
• Arlington: \$42,901.08	• Chelsea: \$55,000.56	• Groton: \$19,730.29
• Ashburnham: \$19,982.00	• Cheshire: \$19,180.00	• Groveland: \$13,556.79
• Athol: \$19,680.00	• Chicopee: \$59,790.00	• Hamilton: \$11,488.00
• Attleboro: \$56,360.62	• Cohasset: \$20,000.00	• Hanover: \$28,133.00
• Auburn: \$12,234.62	• Conway: \$11,752.50	• Hardwick: \$14,200.00
• Ayer: \$4,224.00	• Dalton: \$17,395.92	• Harvard: \$19,046.00
• Barnstable: \$60,000.00	• Danvers: \$35,786.66	• Harwich: \$29,785.00
• Barre: \$19,819.80	• Dartmouth: \$39,981.15	• Haverhill: \$59,967.21
• Becket: \$18,521.00	• Dedham: \$25,337.00	• Hingham: \$32,674.66
• Belchertown: \$29,960.89	• Dighton: \$20,000.00	• Holden: \$28,269.52
• Bellingham: \$29,640.00	• Dover: \$18,440.78	• Holliston: \$27,178.58
• Berkley: \$9,811.15	• Dudley: \$19,780.32	• Holyoke: \$39,600.00
• Beverly: \$59,063.00	• East Bridgewater: \$29,998.80	• Hopedale: \$19,999.03
• Billerica: \$59,580.38	• East Brookfield: \$20,000.00	• Hubbardston: \$19,999.96
• Boston: \$56,890.04	• Eastham: \$9,119.52	• Hudson: \$36,689.32
• Bourne: \$39,688.13	• Everett: \$56,000.00	• Ipswich: \$30,000.00
• Boxborough: \$19,238.88	• Fairhaven: \$29,119.26	• Lancaster: \$19,940.70
• Boylston: \$19,759.44	• Fall River: \$60,000.00	• Lawrence: \$52,373.00
• Braintree: \$39,047.84	• Falmouth: \$40,000.00	• Leicester: \$17,627.86
• Bridgewater: \$40,000.00	• Fitchburg: \$28,732.00	• Leverett: \$12,102.00
• Brockton: \$60,000.00	• Foxborough: \$22,489.72	• Lincoln: \$19,997.99
• Brookline: \$31,080.00	• Framingham: \$58,673.00	• Littleton: \$19,863.50
• Burlington: \$38,929.61		• Longmeadow: \$16,563.50

• Lowell: \$60,000.00	• Northbridge: \$22,790.88	• Somerville: \$60,000.00
• Ludlow: \$30,223.49	• Norton: \$29,948.00	• South Hadley: \$23,950.00
• Lynn: \$59,959.00	• Norwood: \$23,670.00	• Southampton: \$18,744.22
• Malden: \$52,223.00	• Oakham: \$12,388.00	• Southborough: \$16,687.08
• Mansfield: \$15,384.85	• Oxford: \$22,556.19	• Southbridge: \$29,400.00
• Marblehead: \$34,851.00	• Palmer: \$30,000.00	• Springfield: \$59,999.94
• Marlborough: \$60,000.00	• Paxton: \$19,829.20	• Sterling: \$16,323.36
• Mattapoisett: \$20,000.00	• Pembroke: \$27,602.00	• Stoneham: \$36,087.42
• Medford: \$60,000.00	• Petersham: \$14,400.00	• Stoughton: \$27,759.60
• Medway: \$18,088.40	• Pittsfield: \$59,977.50	• Stow: \$19,500.00
• Melrose: \$14,662.00	• Plainville: \$19,997.92	• Sturbridge: \$19,907.62
• Merrimac: \$19,986.84	• Plympton: \$17,620.75	• Sudbury: \$29,269.90
• Methuen: \$39,110.86	• Princeton: \$17,054.00	• Sunderland: \$9,617.72
• Milford: \$38,214.25	• Quincy: \$50,100.00	• Sutton: \$12,522.08
• Millis: \$19,825.50	• Randolph: \$34,831.00	• Swampscott: \$27,040.00
• Milton: \$39,219.84	• Raynham: \$24,867.00	• Swansea: \$23,810.30
• Montgomery: \$19,957.60	• Reading: \$10,032.00	• Taunton: \$45,853.08
• Nahant: \$19,993.50	• Rehoboth: \$25,050.00	• Tewksbury: \$39,447.73
• Natick: \$35,460.05	• Revere: \$59,912.01	• Topsfield: \$19,854.04
• New Bedford: \$58,565.00	• Russell: \$19,992.30	• Townsend: \$18,412.00
• New Marlborough: \$13,862.00	• Rutland: \$19,791.66	• Truro: \$19,995.25
• Newton: \$53,015.90	• Salem: \$35,174.80	• Tyngsborough: \$24,803.04
• Norfolk: \$19,430.48	• Salisbury: \$19,976.00	• Upton: \$19,731.60
• North Brookfield: \$16,402.00	• Sandwich: \$39,683.88	• Uxbridge: \$25,200.00
• Northampton: \$34,583.26	• Scituate: \$29,946.29	• Wakefield: \$39,536.77
• Northborough: \$21,334.00	• Seekonk: \$20,180.30	• Walpole: \$39,999.84
	• Sharon: \$29,900.00	• Waltham: \$59,990.00
	• Sherborn: \$11,680.96	
	• Shrewsbury: \$40,000.00	
	• Somerset: \$28,643.25	

- Warren: \$13,530.24
- Warwick: \$9,199.00
- Washington: \$15,562.42
- Watertown: \$28,600.00
- Wayland: \$10,560.00
- Webster: \$30,000.00
- Wellesley: \$5,847.96
- West Brookfield: \$11,347.00
- West Springfield: \$39,746.00
- West Tisbury: \$20,000.00
- Westborough: \$21,238.86
- Westfield: \$59,972.80
- Westford: \$18,656.00
- Westminster: \$13,705.54
- Westport: \$18,148.06
- Westwood: \$24,045.02
- Weymouth: \$60,000.00
- Wilbraham: \$28,318.99
- Wilmington: \$28,580.00
- Winthrop: \$19,258.80
- Worcester: \$59,863.79
- Yarmouth: \$35,555.00

From: [Carol McLeod - Finance \(X3040\)](#)
To: [Jennifer Penney - Select Board \(X3080\)](#)
Subject: FW: FY25 Grant Program Awards | FY25 Municipal Road Safety Grant Program and the State Agency Traffic Safety Grant Program
Date: Tuesday, September 24, 2024 1:02:23 PM
Attachments: [FY25 Municipal Road Safety Grant Program Awardees.pdf](#)
[image003.png](#)

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: Ramsdell, William (EPS) <William.Ramsdell2@mass.gov>
Sent: Tuesday, September 24, 2024 12:18 PM
Cc: Ramsdell, William (EPS) <William.Ramsdell2@mass.gov>
Subject: FY25 Grant Program Awards | FY25 Municipal Road Safety Grant Program and the State Agency Traffic Safety Grant Program

Good afternoon,

On behalf of the Healey-Driscoll administration and the Executive Office of Public Safety and Security (EOPSS), I am pleased to share the award recipients of the recent competitive application process for the FY25 Municipal Road Safety Grant Program and the State Agency Traffic Safety Grant Program. These programs utilize federal grant funds awarded to the Office of Grants and Resources (OGR) by the National Highway Traffic Safety Administration (NHTSA) to reduce roadway crashes, injuries, fatalities, and associated economic losses in Massachusetts.

Total for 192 municipal police departments: \$5,650,602.68 (See Attached PDF)

Here are the funded projects and their respective amounts:

- Alcoholic Beverages Control Commission: Underage Compliance Checks - \$160,000.00
- Alcoholic Beverages Control Commission: Enforcement Program to Prevent the Sale of Alcohol to Intoxicated Individuals - \$165,000.00
- Hampden County Sheriff's Department: Regional Traffic HV+Educational Safety

Initiative - \$17,140.79

- Massachusetts District Attorney's Association: Traffic Safety Resource Prosecutor (TSRP) - \$203,035.89
- Massachusetts State Police: Click It or Ticket - \$272,205.00
- Massachusetts State Police: Child Passenger Safety - \$96,466.13
- Massachusetts State Police: Distracted Driving Enforcement - \$247,647.38
- Massachusetts State Police: Drug Recognition Expert - \$198,129.93
- Massachusetts State Police: Law Enforcement Liaison - \$10,000.00
- Massachusetts State Police: OUI Contract Employee - \$58,528.94
- Massachusetts State Police: OUI Testing and Training - \$160,945.52
- Massachusetts State Police: Preventing Roadside Deaths - \$377,408.40
- Massachusetts State Police: Speed and Aggressive Driving - \$738,344.93
- Massachusetts State Police: Sobriety Checkpoints + Saturations - \$2,454,651.00
- Massachusetts State Police: Sustained Traffic Enforcement Program - \$147,416.76
- Massachusetts State Police: Vulnerable Road User - \$53,257.50
- Massachusetts State Police: Young Driver Education - \$213,151.75
- Municipal Police Training Committee: Alcohol Training Program - \$173,723.60
- Municipal Police Training Committee: Drug Evaluation and Classification - \$273,105.66
- Municipal Police Training Committee: Speed Measurement and Traffic Crash Investigation - \$479,840.82
- Office of the Trial Court: Judicial Highway Safety Education Strategies - \$15,120.00

These grants reflect our ongoing commitment to enhancing road safety across the Commonwealth. If you have any questions regarding the awards or the application process, please let me know.

Thank you for your continued dedication to improving safety in our communities.

Sincerely,
Will Ramsdell



Will Ramsdell

Deputy Legislative Director
Executive Office of Public Safety and Security
1 Ashburton Pl, Suite 2133
Boston, MA 02108

M: 617-727-7775 C:339-225-1320

[Executive Office of Public Safety and Security | Mass.gov](https://www.mass.gov/eopss)



Merrimac Select Board

2 School Street

Merrimac, MA 01860

Meeting: 10/07/24 07:00 PM

Department: Merrimac Select Board

Category: Information

Prepared By: Jennifer Penney

Initiator: Jennifer Penney

Sponsors:

SCHEDULED

~~CORRESPONDENCE (ID # 8863)~~

~~DOC ID: 8863~~

Light Union Contract 2024-2027

EXECUTION VERSION

AGREEMENT
BETWEEN
THE MERRIMAC MUNICIPAL LIGHT DEPARTMENT
AND
THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO, STATE COUNCIL 93, LOCAL 939
REPRESENTING THE MERRIMAC MUNICIPAL LIGHT DEPARTMENT
ELECTRIC AND CLERICAL EMPLOYEES
JULY 1, 2024 - JUNE 30, 2027

Attachment: Fully executed and signed Light union contract 2024-2027 (Light Union Contract 2024-2027)

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EXECUTION VERSION

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EXECUTION VERSION**AGREEMENT****BETWEEN****THE MERRIMAC MUNICIPAL LIGHT DEPARTMENT****AND****AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES****AFL-CIO, STATE COUNCIL 93, LOCAL 939**

Pursuant to the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts, this agreement ("Agreement") is made and entered into this 1ST day of July 2024 by and between the Merrimac Municipal Light Department (hereinafter referred to as "MMLD") by its Board of Light Commissioners (hereinafter referred to as the "Board") and AFSCME, AFL- CIO Council 93, Local 939 (hereinafter referred to as the "Union").

WITNESSETH

WHEREAS, it is the intention and purpose of the parties hereto to promote and improve the efficient administration of MMLD's operations and the well-being of its employees, to establish a mutual understanding relative to personnel policy, practices and procedures and to agree in matters of wages, hours, and other terms and conditions of employment and to provide for amicable discussion and adjustment of matters of mutual interest and concern and to maintain a harmonious relationship between them.

NOW THEREFORE, in consideration of the mutual obligations contained herein, the parties agree as follows:

ARTICLE I**PERSONS COVERED BY THIS AGREEMENT**

MMLD recognizes the Union as the sole and exclusive bargaining agent for all employees in the job classification certified by the Massachusetts Labor Relations Commission Case No. MCR-2396, specifically employees with the line operations positions ("Operations Employees") and employees with administrative/clerical positions ("Administrative Employees") as set forth on appendix A attached hereto, as the same may be amended or supplemented from time to time and excluding all others.

ARTICLE II NONDISCRIMINATION

MMLD hereby agrees not to discharge or discriminate in any way against the employees covered by this Agreement for their Union membership or their activities in said Union.

ARTICLE III INDIVIDUAL AGREEMENTS

MMLD agrees that it will not enter into any individual or collective agreement with any employee covered by this Agreement which is contrary to this Agreement without prior approval and consultation with said Union.

ARTICLE IV TIME OFF FOR UNION ACTIVITIES

All employees covered by this Agreement shall be allowed reasonable time off with pay during working hours for attendance at grievance hearings.

ARTICLE V UNION DUES, COSTS AND FEES

A. Upon receipt of signed authorization from employees who are subject to this Agreement, MMLD shall deduct from the employee's pay dues payable by such employees to the Union. Such authorization shall be for the life of this Agreement and shall be continued thereafter as long as an agreement exists between MMLD and the Union. The deductions shall be remitted to the Union monthly from the date on which the deduction was made. MMLD shall furnish the Union with a record of each deduction showing the amount and the employees from whom such deduction was made. (As authorized by MGL Chapter 180, Section 17A.)

B. An exclusive Union representative may require a non-member to pay for the reasonable costs and fees, including arbitrator fees and related attorney fees for grieving or arbitrating a matter arising under an agreement negotiated pursuant to this section and brought at the non-member's request. The exclusive representative may require non-members to pay any anticipated proportional costs and fees prior to a grievance or arbitration hearing. Failure to pay costs and fees shall relieve the exclusive representative of further responsibility to the non-member regarding the matter.

C. An exclusive representative's duty of fair representation to a public employee who is in the bargaining unit shall be limited to the negotiation and enforcement of the terms of this Agreement. The laws of the Commonwealth shall not be construed to prohibit an employee organization from providing only to its members legal, economic or job related services or benefits outside of the collective bargaining agreement. (As authorized by MGL Chapter 150E, Section 5.)

D. MMLD agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both MMLD and the Union. MMLD agrees to remit any deductions made pursuant to this provision

EXECUTION VERSION

promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. (As authorized by MGL Chapter 180, Section 17J.)

E. MMLD shall provide the opportunity for Union officials to meet with newly hired employees, without charge to pay or leave time of the employees, for a minimum of 30 minutes, not later than 10 calendar days after the date of hire. (As authorized by MGL 150E, Section 5A(a)(iii).)

ARTICLE VI MANAGEMENT RIGHTS

MMLD shall not be deemed to be limited in any way by this Agreement in the performance of the regular and customary function of municipal management, and reserves and retains all powers, authority and rights, including, without limitation, the right to appoint, promote, assign and transfer employees, the right to lay off and recall employees and otherwise determine the size of the work force, the right to require MMLD employees to perform streetlight services under contracts entered into by MMLD with third parties whether during regular work hours or otherwise to perform services for the Town of Merrimac and for other cities and towns as well without further negotiation with the Union and the right to issue reasonable rules and regulations governing the conduct of MMLD employees, provided that such third party contracts shall be limited to street light related services and MMLD shall not have more than four (4) such contracts in effect at one time and provided further that such rules and regulations are not inconsistent with the express provisions of this Agreement. MMLD shall be allowed to change working hours of operation by first by posting the hours needed in the specific department to solicit employees within the department to volunteer for the posted hours. If more than one employee volunteers, MMLD will allocate the work hours within the specific department as it determines to be appropriate or necessary.

ARTICLE VII GRIEVANCE PROCEDURE

If any employee or group of employees covered by this Agreement feel aggrieved concerning his/her wages, hours, or conditions of employment, which wages, hours or conditions of employment are controlled by this Agreement, or which are provided for by any statute, provision, ordinance, rule, regulation, or policy which is not in conflict with this Agreement, or any matter or condition of their health or safety, including matters arising under Massachusetts General Law 150E, then resolution of such grievances shall be sought as follows:

A. The Union shall submit such grievance in writing to MMLD's General Manager (the "General Manager") setting forth the nature of the grievance. Within forty-eight (48) hours after the said General Manager or his/her designee receives said grievance, the General Manager shall arrange to and shall meet with the representative of the Union for the purpose of resolving said grievance.

B. If such grievance is not resolved to the satisfaction of the Union by the General Manager within forty-eight (48) after such meeting or if the General Manager notifies the Union in writing that he/she does not want to hold a meeting, or if the General Manager does not hold a meeting within forty-eight (48) hours following written notice to him from the Union of said grievance, the Union may submit such grievance in writing within seventy-two (72) hours thereafter to the Board of Light

EXECUTION VERSION

Commissioners. Within fourteen (14) days after the Board receives such grievance, the Board shall arrange to meet with the representatives of the Union for the purpose of resolving such grievance.

C. The Board shall, within fourteen (14) days of the hearing, render a decision thereon, in writing, and forward a copy of same to the Union and the individuals concerned upon request. In the absence of a decision within fourteen (14) days by the Board, or if the Union is not satisfied with the decision of the Board in resolving, or determining, or rectifying said grievance, then the Union may within twenty (20) days of receipt of the written decision by the Board notify the General Manager and the Board that it intends to submit the matter to the Massachusetts Department of Labor Relations (“DLR”) for arbitration. In the event of a significant delay in scheduling an arbitration hearing by the DLR, by mutual agreement of the Union and the Board, the grievance may be submitted to the American Arbitration Association (the “AAA”) in Boston, Massachusetts for resolution. The DLR or the AAA shall be without power to modify, alter, add to or subtract from the provisions of this Agreement. The decision of either the DLR or the AAA as to the resolution of the subject grievance shall be final and binding on the parties hereto,

**ARTICLE VIII
NO STRIKE CLAUSE**

A. No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown or withholding of services. The Union agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown, or withholding of service.

B. If any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown, or withholding of services, the Union shall forthwith disavow any such strike, work stoppage, slowdown or withholding of services, and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of MMLD the Union shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slowdown, or withholding of services and to return to work forthwith.

**ARTICLE IX
STABILITY OF AGREEMENT**

A. No agreement, understanding, alteration or variation of any agreements, terms or provisions herein contained shall bind the parties hereto, unless made and executed in writing by the parties hereto.

B. The failure of MMLD or the Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the right of the MMLD or the Union to future performance of any such term or condition, and the obligation of the Union and MMLD to such future performance shall continue in full force and effect.

**ARTICLE X
HOURS OF WORK**

A. Straight Time - Regular hours of work for all employees shall be forty (40) hours per week, 7:30

EXECUTION VERSION

am to 4:00 pm., Monday through Friday. When working on capital improvement projects, employees shall take a paid fifteen (15) minute morning break at the job site. When assigned to a job other than a capital improvement project, employees shall be permitted to take a paid fifteen (15) minute break from job assignment. Employees shall also be entitled to a thirty (30) minute unpaid lunch break, which starts when crews leave the job site, as well as a second paid fifteen (15) minute break starting at 3:35 pm to 3:50 pm, followed by a ten (10) minute clean-up time from 3:50 pm to 4:00 pm. The hourly rate of pay for straight time work will be in accordance with the wage schedule on Appendix A attached to this Agreement.

B. Administrative/Clerical After Hour Meetings - Administrative Employees shall attend meetings after hours when requested by the General Manager and will be compensated in accordance with MMLD's overtime policy set forth in paragraph C below.

C. Overtime -All hours worked in excess of 40 (forty) hours in a work week, or 8 hours in one day, shall be paid at one-and one-half employee's hourly earnings. Overtime shall be distributed in an equitable manner. Employees will be required to work if requested.

D. Call Back - Any employee called back to work on the same day after having completed his assigned work who has left his location of employment for that day before his next regular scheduled starting time, shall, except for meter turn on service limited to one hour per the MMLD shut off policy, be guaranteed a minimum of four (4) hours pay at time and one half.

E. Standby - Employees on stand-by, so called, shall receive twenty-one (21) hours pay at their current normal rate and will receive eight (8) hours comp time when on stand-by pay during a holiday week. Stand-by pay shall be considered as predictable, regular compensation for purposes of retirement system payroll deductions and benefits calculations and shall be included in the "regular rate" for the purposes of calculating Fair Labor Standards Act ("FLSA") overtime. Employees on stand-by shall respond to emergency and trouble calls within 30 minutes. If the employee is unable to be on site within those thirty (30) minutes, the employee shall contact his or her immediate supervisor to provide an estimated response time, and the reason for the delay.

F. Double Time - Employees will receive double-time for all overtime worked on Sundays and Holidays.

G. All additional project work contracted by MMLD to perform services for third parties will be performed in accordance with the Straight Time and Overtime policies set forth in paragraphs A and B above of this Article X.

ARTICLE XI WAGES AND HIRING

Effective upon the commencement of this Agreement, all wages for Operations Employees shall be paid in accordance with the wage schedule on Appendix A attached to this Agreement subject to the following conditions:

A. Job Postings and Bidding - When the creation of a new position necessitates promotion of an employee, or hiring of a new employee, or a vacancy occurs which management desires to fill,

EXECUTION VERSION

notice shall be posted within a period not to exceed seven (7) days at locations accessible to the employees. Such notice shall remain posted for one (1) week, within which time employees may apply in writing for the opening as prescribed in the notice. Whenever training, ability, efficiency and physical fitness are equal, the length of continuous service shall govern transfer and promotion decisions.

B. Ability and Qualification. - In determining an applicant's suitability to fill a position, the ability and qualification of the applicant to advance to higher levels of responsibility will be contributing factors. A vacancy may be filled within five (5) days after the expiration of the posting period. After June 30, 2021, any employee hired within a line operations position below that of a First Class Lineman must be qualified to perform all work requirements of a First Class Lineman (Step 3 grade) within five (5) years of the date of hire or be released from employment at management's discretion.

C. Trial Period - the successful applicant shall be given a sixty (60) day trial period in a new position at the applicable rate of pay. If the applicant fails to qualify, he/she shall be reassigned to the job from which he/she was transferred or promoted. If no applicant is qualified, MMLD may fill the position from outside the bargaining unit.

D. Employee responsibility for Costs and Expenses - If MMLD hires an apprentice and after being trained within the first 3 years of employment and the employee leaves to go to another municipality, then the employee will be responsible for reimbursing MMLD for apprenticeship program fees. If MMLD hires a 1st or 2nd class line worker and within a year the employee decides to go to another electric company, then that person will be responsible for reimbursing MMLD for gear and fire-resistant clothing expenses.

E. Seniority - The length of continuous service of an employee in the bargaining unit shall determine the seniority of the employee. Length of continuous service shall govern choice of vacation period provided that the employee makes a request for vacation leave in accordance with MMLD policy.

F. Employee Retention - MMLD will not layoff or reduce from full time status any worker employed as of July 1, 2012. Employees hired after July 1, 2012, are subject to layoffs. The Union will not initiate a proposal to change, alter or amend this paragraph XI F.

G. Reduction in Work Force - Before any reduction in force takes place within any department in the bargaining unit, all temporary, part time and probationary employees with the same title or below of positions to be eliminated within the bargaining unit will be laid off first. Laid off employees shall have bumping rights. If after such temporary, part time and probationary employees have been laid off and a reduction in work force is still required, laid off employees shall have bumping rights within the bargaining unit.

H. Rehiring Process - Any bargaining unit member filling in for the foreman position shall receive one dollar (\$1.00) more an hour than their regular rate of pay for every hour they fill in for the foreman and they will receive the rate of pay of the foreman after filling in for more than five (5) consecutive days (Monday to Friday 7:30 AM to 4 PM). After thirty (30) days of the foreman absence, the employee filling in for the foreman will receive the foreman's rate of pay including overtime. At their request, laid off employees will be placed on a recall list for twenty-four (24) months following the effective date of the layoff. Laid off employees on the recall list shall be

rehired based on seniority. Individuals on the recall list with the most seniority will be offered open positions first. If the same position they held prior to the layoff is available they will be offered that position paid at the compensation level they were at prior to being laid off, otherwise they will be

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offered whatever position is available at the relevant level of compensation. If an offer is declined by a laid off employee, that person will be removed from the recall list. Laid off employees shall be allowed to bump the least senior employee within the bargaining unit with the same title first. If that cannot be accomplished or is accomplished, the affected employee shall then be allowed to bump down to the next grade of the least senior employee within that grade provided the bumping employee is more senior. If an employee chooses not to exercise his/her bumping rights or is bumped and has no position to bump into he/she shall be placed on a recall list for twenty-four (24) months following the effective date of the layoff.

I. Effective upon the commencement of this Agreement, all wages for Administrative Employees shall be paid in accordance with the wage schedule on Appendix A attached to this Agreement subject to the conditions set forth in such Appendix B.

J. New employees shall be deemed probationary employees for a period of six (6) months from the date of hire and during the six-month probationary period may be discharged by MMLD at any time for any reason.

K. Part-time Benefits – Part-time employees will accrue benefits in accordance with MMLD policy on a pro-rated basis based on the number of hours worked per week.

L. Administrative Employees hired after July 1, 2015 shall be subject to the Town of Merrimac longevity policy.

M. Direct Deposit. - All employees shall participate in MMLD's direct deposit program.

**ARTICLE XII
EMPLOYEE SUPPLIES AND REIMBURSEMENTS**

A. MMLD will pay for all licenses that are required for employees to perform work related duties and employee will be required to maintain license related certification.

B. Operation Employee Clothing and Glasses Allowance.

- (1) Operation Employees hired after December 2022 shall be provided a clothing allowance, not to exceed sixteen hundred dollars (\$1,600.00), to obtain an initial issue of fire-retardant clothing and equipment, as listed in Appendix C attached hereto and additional three hundred dollars (\$300.00) to purchase an initial pair of utility boot footwear.
- (2) All Operation Employees shall be provided an annual clothing allowance in the amount of eight hundred dollars (\$800.00) per year to replace the initial fire-retardant clothing and equipment issued pursuant to clause (1) above and an additional three hundred dollars (\$300.00) per year to purchase additional utility boot footwear and foot apparel.
- (3) The annual clothing allowance shall run from January 1 through December 31 and any unused clothing allowance shall not roll over to the new

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calendar year.

- (4) All MMLD provided fire-retardant clothing and equipment shall be purchased through a vendor approved by MMLD and payments for said clothing, not to exceed the per employee clothing allowance specified herein, shall be paid by MMLD directly to the specified vendor.
- (5) New hires employed prior to July 1 will be entitled to the full clothing allowance, effective the following January 1. New hires employed after July 1 will be entitled to a pro-rated clothing allowance, effective January 1 of the following year, based upon 1/12 of the annual clothing allowance for each full month of service completed between July 1 and December 31. For example, a new hire employed on October 15 who completes two months of service by December 31 would receive a clothing allowance for the year following their year of hire of \$133.32 (\$800.00/12 x 2), effective January 1. This prorated clothing allowance shall apply only to the first year after the year of hire. For subsequent years, employees shall be entitled to the full clothing allowance.
- (6) All MMLD provided clothing shall be fire retardant and all shirts and outerwear shall include an MMLD approved logo. MMLD provided clothing shall worn be at all times while on duty and failure to wear MMLD provided clothing while on duty may result in disciplinary measures. While employees must wear fire retardant clothing and equipment while on duty, through December 31, 2024, employees may continue to wear previously purchased fire-retardant clothing and equipment that does not include a MMLD approved logo, provided said fire-retardant clothing and equipment is in good, safe condition.
- (7) Operations employees shall be responsible for maintaining all MMLD provided clothing in safe condition, which shall not be faded, torn, tattered, or altered and are responsible for replacing damaged MMLD provided clothing. MMLD acknowledges there are occasions when employees may need to wear their MMLD provided clothing while off duty, including when an employee is on call. Employees acknowledge that, while wearing the MMLD logo, they will be identified and viewed in the community as representatives of MMLD. In the event MMLD decides to adopt a standard uniform, MMLD shall consult with the Union prior to implementation.
- (8) Operations Employees will be entitled to reimbursement of up to \$200.00 for ANSI Standard 287.1 rated safety glasses which must be worn by Operations Employees while performing their job duties. All safety glasses shall be selected glasses from the program selection offered by MMLD or other ANSI Standard 287.1 rated safety glasses of their preference at a location of their choice provided that the employee reimbursement will be limited to the maximum of \$200.
- (9) Operations Employees requiring prescription safety glasses will be entitled to a reimbursement of up to \$275 and will be eligible for

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replacement glasses every two (2) years for ANSI Standard 287.1 rated safety glasses.

- C. MMLD shall provide a locker for Operations Employees.
- D. Administrative Employees will be entitled to reimbursement of up to \$275.00 bi-annually for prescription eyeglasses or prescription contact lenses. All employees will use personal time when shopping for glasses.
- E. All employees will use personal time when shopping for glasses.

**ARTICLE XIII
HOLIDAYS**

The following shall be recognized as paid holidays and all employees shall receive their regular rate of pay therefore:

New Year's Day	Labor Day
Martin Luther King Day	Washington's Birthday
Columbus Day	Patriot's Day
Veteran's Day	Memorial Day
Independence Day	Juneteenth
Christmas Day	Thanksgiving Day
Day after Christmas	Day after Thanksgiving

The following half days shall be recognized as paid holidays, provided that if an employee is called back to work on a half day, the employee shall only be paid on a straight time basis and be credited with four (4) hour comp time to be used at a later date as may be coordinated with the then current foreman:

Half day before New Year's
Half Day before Christmas Day
Half day before 4th of July
Half Day before Thanksgiving Day

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ARTICLE XIV **PAID LEAVE**

A. On July 1 following an employee's first anniversary of employment with MMLD, such employee month shall be granted fifteen (15) days of sick leave for each calendar year while employed by MMLD. Sick leave not used in the year in which it accrues may be accumulated for use in a subsequent year, said accumulation not to exceed three hundred (300) days. Employees of the bargaining unit hired prior to July 1, 2021, upon written notice of an intent to retire under the provisions of the Essex County Retirement Board by December 1st of the calendar year preceding the fiscal year in which said retirement will be effective, will be paid a lump sum payment of 25% of all accumulated sick leave up to two hundred (200) days. Employees hired after July 1, 2021, will not be eligible for the lump sum payment of accumulated sick time covered in this paragraph.

B. No employee shall be entitled to sick leave without loss of pay as provided in this Article unless (1) the employee has notified his immediate superior of his absence and the cause thereof before the expiration of the first hour of absence or as soon thereafter as practicable; (2) on, or within four

(4) weeks after the last day of each payroll week in which any such period of absence occurs, the employee or in case of his incapacity evidenced by physician's certificate attached, a person acting in his behalf, has in writing, on a form furnished by MMLD, requested leave without loss of pay for such period of absence; and (3) MMLD has approved such request. For periods of absence of five (5) consecutive working days or more, MMLD may require as a condition precedent to approval of such request, evidence in the form of a certificate from a physician to MMLD for the necessity of absence or if the cause of the absence does not require the services of a physician, a written statement signed by the employee, setting forth the reason of the absence.

C. All employees shall call MMLD's Supervisor or his/her designee each day that they are out sick; only in extreme circumstances shall a spouse call the General Manager or his/her designee stating the employee will be out sick. Employees taking a sick day should call at least 1 (one) hour before the start of the workday. Employees may use a day sick for medical appointments.

D. Subject to the operating needs of MMLD, an employee shall be eligible for a bereavement leave of absence without loss of pay for the following reasons:

- (1) in the event of the death of a spouse, domestic partner, father, father-in-law, mother, mother-in-law, or child of an employee, in which case such employee will be entitled to receive up to five (5) days' leave without loss of pay for the purpose of attending funeral services or arranging for burial;

or

- (2) in the event of the death of a brother, sister, grandchild, or grandparents of an employee, in which case such employee shall be entitled to receive up to three (3) days' leave without loss of pay for the purpose of attending funeral services or arranging for burial.

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Leave for these days must be days upon which the employee is regularly scheduled to work. Leave without loss of pay under this paragraph shall not be deducted from sick leave or vacation leave.

E. Military leaves which are required for employees covered under this Agreement shall be in accordance with the General Laws of the Commonwealth of Massachusetts and any applicable by-laws of the Town of Merrimac supplemental thereto.

F. Each employee covered by this Agreement shall be credited with four (4) days personal leave as of July 1st of any year, provided such employee has reached his or her first anniversary of employment with MMLD. An employee desiring personal leave shall notify MMLD at least twenty-four (24) hours prior to said leave and MMLD may deny said leave if the General Manager determines that said leave will seriously impair the operating needs of MMLD.

**ARTICLE XV
FAMILY AND MEDICAL LEAVE**

- A. Applicability - This policy shall be administered in accordance with regulations issued by the U.S. Department of Labor under the authority of the Family and Medical Leave Act of 1991, and applicable state law.
- B. Family Leave - MMLD shall grant to a full or permanent part-time employee who has been employed by MMLD for at least twelve consecutive months, an unpaid leave of absence for up to 12 weeks in conjunction with the birth, adoption or placement of a child as long as the leave concludes within 12 months following the date of the birth, adoption or placement. If both spouses are employees of MMLD, they will be jointly entitled to a combined total of 12 weeks of family leave for the above purposes (birth, adoption or placement). The female employee is entitled to up to 8 of those 12 combined weeks under state law for either maternity or adoption purposes (M.G.L., Chapter 149, §1 05D).
- C. Notice Requirements for Family Leave - At least 30 days in advance, the employee shall submit to the General Manager written notice of his/her intent to take family leave and the dates and expected duration of the leave. If 30 days' notice is not possible, the employee shall give notice as soon as practicable. The employee shall provide upon request by the General Manager proof of the birth, adoption or placement.
- D. Continuation of Benefits During Family Leave - Employees taking an unpaid leave of absence under this provision will accumulate sick and vacation leave benefits only for the first 8 weeks of such unpaid leave. The period of family leave granted shall not affect the employee's right to receive any benefits for which the employee was eligible at the start of his/her leave.
- E. Medical Leave - MMLD shall grant to a full or regular part-time employees who have been employed by MMLD for at least twelve consecutive months, an unpaid leave of absence for up to 12 weeks for:
 - (1) an employee's serious health condition which prevents him/her from performing the essential functions of his/her position; or
 - (2) caring for a spouse, child or parent who has a serious health condition.

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- F. Notice Requirements for Medical Leave - At least 30 days in advance, the employee shall submit to the General Manager a written notice of his/her intent to take medical leave and the dates and
- G. expected duration of the leave. If 30 days' notice is not possible, the employee shall give notice as soon as practicable. The General Manager will inform the employee's supervisor of the request for leave but not the underlying reasons for said leave.
- H. Satisfactory Medical Evidence for Medical Leave - The employee shall provide upon request by the General Manager, satisfactory medical evidence, which is defined as:
 - (1) In the case of the employee's illness, a signed statement by a licensed physician, physician's assistant, nurse practitioner, chiropractor or dentist stating that he/she has personally examined the employee, explaining the nature of the illness or injury (unless identified as being of a confidential nature), and stating that the employee was unable to perform his/her duties due to the specific illness or injury on the days in question.
 - (2) In the case of illness of spouse, child or parent, a signed statement by a medical provider as defined above indicating that the person in question has been determined to be seriously ill and needing care on the days in question.
 - (3) The statement shall be on the letterhead of the attending physician or medical provider and shall list an address and phone number.

If the General manager has reason to doubt the validity of the medical evidence, the General manager may obtain a second opinion at MMLD's expense. If there is a conflict between the second opinion and the original medical statement, the General Manager and the employee may resolve the conflict by obtaining the opinion of a third medical provider, who is approved jointly by the General Manager and the employee, at MMLD's expense.

- I. Use of Paid Leave to Offset Unpaid Non-FMLA Family Leave - If an employee has accumulated sick, personal, or vacation credits at the commencement of his/her family or medical leave, the employee may use such credits for which he/she may be eligible under the applicable rules.
- J. Limit of Total Family and Medical Leave During a 12-month Period - An employee is not entitled to more than 12 weeks of family and medical leave combined (including non-FMLA leave) in a 12-month period. For this purpose, a rolling 12-month period will be used, measured backward from the date of commencement of the leave.
- K. Additional Family Leave - In accordance with the provisions of G.L. c. 149 sec. 52D employees may take up to an additional 24 hours of annual family obligation leave during any 12-month period in addition to the 12 weeks allowed under the Family and Medical Leave Act.

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ARTICLE XVI
VACATION

- A. Full-time employees shall be granted a vacation with pay in each fiscal year in accordance
- B. with the following schedule:

Length of Service	Vacation Period
After six months	1 week
One (1) to three (3) years, as of anniversary date of hire	2 weeks
Four (4) to seven (7) years, as of anniversary date of hire	3 weeks
Eight (8) to fourteen (14) years, as of anniversary date of hire	4 weeks
Fifteen (15) years or more, as of anniversary date of hire	5 weeks capped

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- C. An employee who is in his or her first year of employment with MMLD who has actually worked for six (6) months, shall be granted one (1) week of vacation upon the employee's six-month anniversary date. The employee shall be granted a second week of vacation on the employee's one year anniversary.
- D. Vacations shall accrue on an annual basis, in accordance with the above schedule, and shall be credited to employees on July 1 of each fiscal year. Notwithstanding the previous sentence, if, during a fiscal year, an employee achieves one of the vacation milestones listed in Section A of this Article XIV, the employee shall be granted the additional week of vacation on the employee's anniversary date.
- E. Vacation shall be taken in the fiscal year that it is credited, however, employees shall be allowed to carry forward a maximum of five (5) days of accrued vacation from one fiscal year to the next fiscal year.
- F. Vacation leave shall be taken at such time as, in the opinion of the General Manager, will cause the least interference with the regular work of an employee's department.
- G. Employees who terminate service without having been granted the vacation to which they are entitled, shall be paid an amount in lieu of vacation, in accordance with the provisions of Massachusetts General Laws Chapter 41, Section 111E. If employment is terminated by death, any amounts owed for unused vacation leave shall be paid to the employee's estate, surviving spouse or next of kin, in accordance with the provisions of Massachusetts General Laws Chapter 149, Section 178A.

**ARTICLE XVII
GROUP INSURANCE**

The Group Life Insurance Plan and the Group Insurance for Hospital, Surgical and Medical Benefits Plan carried by the Town of Merrimac shall be maintained at no less than the highest standards in effect at the time of the signing of this Agreement, and MMLD shall continue to pay that part of the premiums in accordance with the Town of Merrimac policy.

**ARTICLE XVIII
MUTUAL AID AND IN HOUSE STORM RESTORATION**

- A. NEPPA Mutual Aid Agreement – all mutual aid provided by MMLD will be in accordance with the current NEPPA Mutual Aid Agreement.
- B. Rate of Pay – Operations Employees will be paid at one (1) and two-thirds (2/3) times their current regular rate of pay while working and/or resting from the time they leave the Town of Merrimac to provide mutual aid to other NEPPA utility members until returning to the Town of Merrimac. If the utility requesting assistance has a higher rate of pay than MMLD, then MMLD employees will be paid the higher rate for when working on a mutual aid assignment. Hours worked on mutual aid assignments will be included when calculating overtime pursuant to Article X C. of this Agreement.

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- C. Hours and Rest - Upon completion of sixteen (16) hours of work under when providing mutual aid, each Operations Employee will be entitled to eight (8) hours of rest. If it is not possible to provide an employee with eight (8) hours of rest, the rate of pay for that employee shall increase to two times their regular rate of pay and stay at that rate until the eight (8) hour rest period has been met.
- A. Local Mutual Aid Exceptions - When providing mutual aid to the following NEPPA member utilities, Section D – Storm Restoration below shall apply: Georgetown Municipal Light Department, Groveland Municipal Light Department, Ipswich Electric Light Department, Middleton Electric Light Department and Rowley Municipal Lighting Plant (“Local MLPs”).
- B. Storm Restoration - is defined as work conducted in the Town of Merrimac or for a Local MLP in which workers return to the Town of Merrimac and rest at home. Any storm restoration lasting 24 hours or more in length will be declared a storm emergency. Operation Employees will be paid at a rate of time and one half retroactive to the beginning of the storm except on Sundays and holidays when will be paid two times their rate of pay. Operation Employees will not be paid while resting in their homes. If a Local MLP comes to the Town of Merrimac [for or to provide?] assistance Operations Employees shall receive the higher rate of pay for equal classification. When Operations Employees work for another utility under this clause, they will be paid the higher wage for equal classification. Operations Employees may work 24 hours on the first day, then establish a 16-hour work hour and 8 hour rest rotation, however if employees do not receive 8 hours rest, the wage will be increased to two times their rate of pay until 8 hours rest has been met.

**ARTICLE XIX
DRUG FREE WORKPLACE**

- A. All MMLD employees must abide by the Town of Merrimac Drug Free Workplace Policy (the "Policy") a copy of which is attached to this Agreement as Appendix D.
- B. If an employee violates the Policy, the applicable 30 day suspension will be held in abeyance and the employee shall be allowed to use their accrued paid leave to seek help with their alcohol and/or drug problems, if the employee promptly follows up on the referral to a substance abuse professional and complies with all other requirements of the Policy.
- C. To ensure that the employee remains in compliance, during the completion of the recommended rehabilitation including continuing care, the employee shall provide written consent authorizing the substance abuse professional and rehabilitation program provider to provide weekly progress reports to the General Manager, indicating if the employee has followed up on the referral and remains in compliance with the prescribed rehabilitation program, including continuing care. All information received by the General Manager shall be considered a confidential communication and access to this information shall be limited to those who have a legitimate need to know in compliance with relevant laws and management policies.
- D. In the event the employee fails to promptly follow up on the referral to a substance abuse professional or fails to comply with all other requirements of the Policy or fails to ensure that weekly reports of said compliance are provided to the General Manager, the 30-day unpaid suspension shall be reinstated and shall be served by the employee. Said reinstated suspension shall not be subject to the grievance process.

ARTICLE XX MISCELLANEOUS PROVISIONS

- A. The Union, through a designated representative may bring to the attention of the Board specific safety concerns which may arise or develop during the term of this Agreement. MMLD shall, consistent with its authority, carefully consider any recommendations for dealing with these safety concerns.
- B. This Agreement and the appendices and schedules attached hereto constitute the complete and entire collective bargaining agreement between the parties and concludes collective bargaining for its term. The parties acknowledge their responsibility to meet and confer regarding any substantial changes in the terms and conditions of employees covered by this Agreement.
- C. Any employee called to jury duty will receive the difference between sums received as juror and the amount the employee would have received for otherwise scheduled work. The employee is obligated to notify the General Manager promptly upon receipt of notice to serve as juror.
- D. MMLD will provide bulletin board spaces for posting meeting notices and related materials. MMLD shall provide semi-annually employee's accrued sick time and each employee's wage rate and seniority upon employee's request.
- E. This Agreement may be executed in one or more counterparts, and by different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ARTICLE XVIII DURATION

This Agreement becomes effective on July 1, 2024 and terminates at 4 p.m. June 30, 2026. If the parties do not enter into a new agreement by June 30, 2026, this Agreement shall remain in full force and effect until such time as a new agreement is executed by the parties.

[Signatures on the following page]

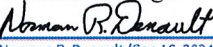
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EXECUTION VERSION

IN WITNESS WHEREOF, the Parties intending to be legally bound have authorized their representatives to execute this Agreement as set forth below this 1st day of July 2024.

MERRIMAC MUNICIPAL LIGHT DEPARTMENT
GENERAL MANAGER and BOARD OF
COMMISSIONERS

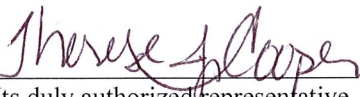
By: 
Mary Usovicz (Sep 16, 2024 16:33 EDT)
General Manager

By: 
Norman R. Denault (Sep 16, 2024 19:15 EDT)
Commissioner

By: 
Edward R. Davis (Sep 16, 2024 19:29 EDT)
Commissioner

By: 
Kenneth Rhudick (Sep 16, 2024 19:33 EDT)
Commissioner

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO, STATE COUNCIL 93, LOCAL 939

By:  AFSCME staff rep 9/17/24
Its duly authorized representative



Attachment: Fully executed and signed Light union contract 2024-2027 (Light Union Contract 2024-2027)

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**APPENDIX A
OPERATIONS EMPLOYEES WAGE SCHEDULE**

Wages for the three years of this Agreement are as follows for the below described positions:

	<u>2024</u>	<u>2025</u>	<u>2026</u>
General Foreman:	\$67.00/hr	\$69.68/hr	\$72.47/hr
Crew Leader	\$58.36/hr	\$60.98/hr	\$63.42/hr
First Class Lineman*	\$54.75/hr	\$57.21/hr	\$59.50/hr
Apprentice*:	\$34.77/hr	\$36.33/hr	\$37.38/hr

* Note: Steps between these two positions are included below.

APPRENTICE WAGE RATE TABLE

GRADE #3	STEP #1	STEP#2	STEP#3
Apprentice	63.5%	65%	67.5%
GRADE #2	STEP #1	STEP#2	STEP#3
2 ND Class	70%	75%	80%
GRADE #1	STEP#1	STEP#2	STEP#3
1 ST Class	90%	95%	100%

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**APPENDIX B
ADMINISTRATIVE EMPLOYEES WAGE SCHEDULE**

Office Manager

2024 July 1 WG adjustment to \$40.54

Anniversary date the pay will increase by either 3% or 6% depending on meeting the objectives with the level of proficiency outlined in the contract

2025 $\$40.54 + 2.43 = \42.97 with 6% or $\$40.54 + \$1.21 = \$41.75$ with 3%

2026 $42.97 + 2.57 = \$45.54$ with 6% or $\$41.75 + \$1.25 = \$43.00$ with 3%

Office Manager Goals with Measurement:

See Appendix B-1 for reports that are due at various time of the year – each of these reports is to be completed on time to meet the needs for the report.

Monthly financials statements of balance sheets and income statements will be shared with the Commissioners.

Accurate bi-weekly payroll – measurement is that they are approved by the Town.

Maintaining monthly budget of the line crew staff and quarterly produced budget for the office – Calendar year budget will jointly be made with the GM - the office manager will generate reports on the status of the account.

The goals that are listed for Heather are as follows. New goals will be created on their anniversary for the following year which process will repeated each year until the end of the contract.

Customer Service Representative Goals with Measurement

As the lead in charge of accounts receivables, the customer service representative will be required to achieve proficiency in:

Monthly billing from beginning to end - the measurement whether the bills are done is that the bills are posted each month on the first of the month on Invoice Cloud and sent out to the customers on the first of the month.

WooCommerce - responsible for WooCommerce and accounts receivable invoices and that all requests are fulfilled within a 30 to 60 day period of each request depending on the billing cycle of their requests. Measure of proficiency will be that all requests are fulfilled in this period.

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Accounts Receivables - All accounts receivable to be entered into the General Ledger at the time of the receipt of the payment. Measurement is the cash reconciliation should accurately reflect obtained accounts receivable for the applicable monthly financial statement.

July 1, 2024, Wage adjustment to \$29.58

2025 either $29.58 + \$1.77 = \31.35 with 6% or $\$29.58 + \$0.89 = \$30.47$ with 3%

2026 either $31.35 + \$1.88 = \33.23 with 6% or $\$30.47 + 0.91 = \31.38 with 3%

NOTE THAT THEIR INCREASES WILL OCCUR ON THE EMPLOYMENT ANNIVERSARY DATE, NOT JULY 1. GOALS WILL BE DETERMINED IF THEY HAVE BEEN MET AND NEW GOALS CREATED FOR THE FOLLOWING YEAR.

APPENDIX B-1

All Reports Due to Federal, State and Local for the Merrimac Municipal Light Department

	Reports Due	Comments	Status	Bi-Weekly	Monthly	Quarterly	Yearly	As Needed
T	Cash Reconciliation	completed end of each month	30-Nov-23		X			
T	Sales Tax Report	completed by the 15th of every month	15-Nov-23		X			
T	Turnovers	completed by the 15th of every month	15-Nov-23		X			
T	Warrants	completed by Wednesday of the bi-weekly	8-Nov-23		X			
T	Payroll	Completed by Thursday of the biweekly	9-Nov-23		X			
T	OPEB Report	Funds transferred first warrant of each month	\$3,000 transferred monthly		X			
T	Depreciation Transfer	Funds transferred last warrant of each month	\$28,000 transferred monthly		X			
ST	DPU Report	Completed by end of September each year	Completed-, py 9/30				X	
T	Audit Report	Completed by the end of the year	Due December 1, 2023				X	
S	ISO Financial Reports	income statements and balance sheets	Due quarterly			X		
S	**Energy Efficiency Report	residential energy efficiency report	due quarterly			X		
T	**Liens	End of the year	Due December 1, 2023					X
I	Budget Report	Beginning of each calendar year	Due Jan 1, 2024		X			
T	**Town Report	Due in March	1-Mar				X	
F	**SAIDI/ SAIFI / Statical Report	report is run through APPO software	Due end of May				X	
S	**Green Community	Due November 1 of each year	Due 11/1/2024				x	
T	Light PILOT letter	Vote by Commissioners March meeting	March 12,2024				X	
T	OPEB evaluation report	needs to be shared with town	Before mid-January				x	
S	MA Highway Yearly Usage	Needs to be sent to MA highway	Before December 31				x	
I	income/balance sheet	sent out with the commissioner board package	Friday, before 2nd tues month		x			
S	ISO Market Participation	report produce on Letterhead sign only GM	30-Apr				x	
T	**BOS Quarterly report	Summary of MMLD activities	Jan April Sept Dec			x	x	
							x	

** Not the responsibility of the Office Manager

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APPENDIX C
NEW EMPLOYEE CLOTHING REQUIREMENTS

QUANTITY	DESCRIPTION
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7	Long Sleeve Shirt *
7	Pairs of Pants*
1	Bib Overalls
2	Light weight Sweatshirts*
1	Heavy Weight Sweatshirts *
1	Winter Jacket
2	Winter Hats - Fleece - Classic knit
2	Single Ply Balaclava (Head covering for winter) or double ply
7	T-Shirts •
1	Set of Raingear
1	Set of Buckingham Climbing Gear

After the initial clothing purchase, each person on the Line crew shall receive \$800.00 with Tyndale express account per year.

APPENDIX D TOWN OF MERRIMAC DRUG FREE WORKPLACE POLICY

Purpose and Goal

The Town of Merrimac is committed to protecting the safety, health and well-being of all employees and other individuals in our workplace. We recognize that alcohol abuse and drug use pose a significant threat to our goals. We have established a drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment.

- This policy recognizes that employee involvement with alcohol and other drugs can be very disruptive, adversely affect the quality of work and performance of employees, pose serious health risks to users and others, and have a negative impact on productivity and morale.
- This organization has no intention of interfering with the private lives of its employees unless involvement with alcohol and other drugs off the job affects job performance or public safety.
- As a condition of employment, this organization requires that employees adhere to a strict policy regarding the use and possession of drugs and alcohol.
- This organization encourages employees to voluntarily seek help with drug and alcohol problems.

Covered Workers

Any individual who conducts business for the organization, is applying for a position or is conducting business on the organization's property is covered by our drug-free workplace policy. Our policy includes, but is not limited to managers, supervisors, full-time employees, part-time employees, off-site employees, contractors, volunteers and applicants.

Applicability

Our drug-free workplace policy is intended to apply whenever anyone is representing or conducting business for the organization. Therefore, this policy applies during all working hours, whenever conducting business or representing the organization, while on call, paid standby, while on organization property and at company-sponsored events.

Prohibited Behavior

It is a violation of our drug-free workplace policy to use, possess, sell, trade, and/or offer for sale alcohol, illegal drugs or intoxicants.

Notification of Convictions

Any employee who is convicted of a criminal drug violation in the workplace must notify the organization in writing within five calendar days of the conviction. The organization will take appropriate action within 30 days of notification. Federal contracting agencies will be notified when appropriate.

EXECUTION VERSION**Consequences**

One of the goals of our drug-free workplace program is to encourage employees to voluntarily seek help with alcohol and/or drug problems. If, however, an individual violates the policy, the consequences are serious.

In the case of applicants, if he or she violates the drug-free workplace policy, the offer of employment can be withdrawn. The applicant may not reapply.

If an employee violates the policy, he or she will be subject to progressive disciplinary action and may be required to enter rehabilitation. An employee required to enter rehabilitation who fails to successfully complete it and/or repeatedly violates the policy will be terminated from employment. Nothing in this policy prohibits the employee from being disciplined or discharged for other violations and/or performance problems.

Return-to-Work Agreements

Following a violation of the drug-free workplace policy, an employee may be offered an opportunity to participate in rehabilitation. In such cases, the employee must sign and abide by the terms set forth in a Return-to-Work Agreement as a condition of continued employment.

Assistance

The Town of Merrimac recognizes that alcohol and drug abuse and addiction are treatable illnesses. We also realize that early intervention and support improve the success of rehabilitation. To support our employees, our drug-free workplace policy:

- Encourages employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.
- Offers all employees and their family members assistance with alcohol and drug problems through the MIIA Employee Assistance Program (EAP) 1-800-451-1834.
- Allows the use of accrued paid leave while seeking treatment for alcohol and other drug problems.

Treatment for alcoholism and/or other drug use disorders may be covered by the employee benefit plan. However, the ultimate financial responsibility for recommended treatment belongs to the employee.

Confidentiality

All information received by the organization through the drug-free workplace program is confidential communication. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws and management policies.

EXECUTION VERSION**Shared Responsibility**

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play.

All employees are required to not report to work or be subject to duty while their ability to perform job duties is impaired due to on- or off-duty use of alcohol or other drugs.

In addition, employees are encouraged to:

- Be concerned about working in a safe environment.
- Support fellow workers in seeking help.
- Use the Employee Assistance Program.
- Report dangerous behavior to their supervisor.

It is the supervisor's responsibility to:

- Inform employees of the drug-free workplace policy.
- Observe employee performance.
- Investigate reports of dangerous practices.
- Document negative changes and problems in performance.
- Counsel employees as to expected performance improvement.
- Refer employees to the Employee Assistance Program.
- Clearly state consequences of policy violations.

Communication

Communicating our drug-free workplace policy to both supervisors and employees is critical to our success. To ensure all employees are aware of their role in supporting our drug-free workplace program:

- All employees will receive a written copy of the policy.
- The policy will be reviewed in orientation sessions with new employees.
- The policy and assistance programs will be reviewed at safety meetings.
- All employees will receive an update of the policy annually with their paychecks.
- Every supervisor will receive training to help him/her recognize and manage employees with alcohol and other drug problems.

DRUG TESTING POLICY – CDL LICENSED EMPLOYEES**Drug Testing**

To ensure the accuracy and fairness of our testing program, all CDL testing will be conducted according to DOT rule, 49CFR Part 40 which describes the required procedures for drug and alcohol testing for the Federally regulated transportation industry. The testing will include a screening test; a confirmation test; the opportunity for a split sample; review by a Medical Review Officer, including the opportunity for employees who test positive to provide a legitimate medical explanation, such as a physician's prescription, for the positive result; and a documented chain of custody. All non-federally regulated employees of the Town of Merrimac will undergo pre-employment testing using a 9-panel testing kit.

All drug testing information will be maintained in separate confidential records.

Each employee who has a CDL license as part of his/her employment will, as a condition of employment, be required to participate in pre-employment, periodic, random, post-accident, reasonable suspicion, return-to-duty and follow-up testing upon selection or request of management.

The DOT drug testing tests for amphetamines, cannabinoids, cocaine, opiates, phencyclidine (PCP). As part of the random selection certain drivers will be chosen for both drug and alcohol testing.

The non-federally regulated employees will be tested for Amphetamines, Methamphetamines, Cocaine, Marijuana, opiates, Benzodiazepines, PCP, Methadone and Barbiturates.

Testing for the presence of alcohol will be conducted by analysis of breath. Testing for the presence of the metabolites of drugs will be conducted by the analysis of urine.

Any employee who tests positive will be immediately removed from duty, suspended without pay for a period of 30 days, referred to a substance abuse professional for assessment and recommendations, required to successfully complete recommended rehabilitation including continuing care, required to pass a Return-to-Duty test and sign a Return-to-Work Agreement, subject to ongoing, unannounced, follow-up testing for a period of five years and terminated immediately if he/she tests positive a second time or violates the Return-to-Work Agreement.

An employee will be subject to the same consequences of a positive test if he/she refuses the screening or the test, adulterates or dilutes the specimen, substitutes the specimen with that from another person or sends an imposter, will not sign the required forms or refuses to cooperate in the testing process in such a way that prevents completion of the test.

DRUG TESTING POLICY – NON-CDL LICENSED EMPLOYEES**Drug Testing**

Each employee of the Town of Merrimac who does not use a CDL license as part of his/her employment will, as a condition of employment, be required to participate in pre-employment, post-accident, reasonable suspicion, return-to-duty and follow-up testing upon selection or request of management.

The testing will include a screening test; a confirmation test; the opportunity for a split sample; review by a Medical Review Officer, including the opportunity for employees who test positive to provide a legitimate medical explanation, such as a physician's prescription, for the positive result; and a documented chain of custody. All non-federally regulated employees of the Town of Merrimac will undergo pre-employment testing using a 9-panel testing kit.

All drug-testing information will be maintained in separate confidential records.

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The non-federally regulated employees will be tested for Amphetamines, Methamphetamines, Cocaine, Marijuana, opiates, Benzodiazepines, PCP, Methadone and Barbiturates.

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Merrimac Select Board

2 School Street

Merrimac, MA 01860

SCHEDULED

Meeting: 10/07/24 07:00 PM

Department: Merrimac Select Board

Category: Information

Prepared By: Jennifer Penney

Initiator: Jennifer Penney

Sponsors:

~~CORRESPONDENCE (ID # 8862)~~

~~DOC ID: 8862~~

Congrats Letter 5Th Community Compact Agreement



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

MAURA T. HEALEY
GOVERNOR

September 25, 2024

KIMBERLEY DRISCOLL
LIEUTENANT GOVERNOR

Chris Manni, Chairman, Board of Selectmen
2 School Street
Merrimac, MA 01860

Dear Chairman Manni:

I am writing to congratulate you and your colleagues in Merrimac on entering into a fifth Community Compact agreement. Both Governor Healey and I understand that in order to have a thriving Commonwealth, we need thriving cities and towns. And as you know, Community Compacts enhance our shared commitment to provide more efficient, professional, and responsive services.

We are excited to continue to partner with you to implement your chosen best practice(s), as noted below:

- *Best Practice #1: Perform an assessment of the municipality's executive branch organizational structure, including a review of the responsibilities, authority, and span of control of executive branch officers; of the mandates, functions, and structures of elected boards, committees, and officers; and of the mandates, functions, and structures of major departments.*
- *Best Practice #2: Implement age- and dementia-friendly initiatives to support aging in community.*

Governor Healey and I appreciate Merrimac participating in the Community Compact program and we look forward to continuing our strong partnership to improve services at the local level.

Sincerely,

Kimberley Driscoll
Lieutenant Governor

cc: Sean Cronin, Senior Deputy Commissioner of Local Services
Juan Gallego, Assistant Deputy Chief of Staff to the Lieutenant Governor

**Merrimac Select Board**

2 School Street

Merrimac, MA 01860

Meeting: 10/07/24 07:00 PM

Department: Merrimac Select Board

Category: Information

Prepared By: Jennifer Penney

Initiator: Jennifer Penney

Sponsors:

SCHEDULED~~CORRESPONDENCE (ID # 8875)~~~~DOC ID: 8875~~**Diesel Vehicle Restrictions****COMMENTS - Current Meeting:**

Gustison discusses diesel restrictions. Can't buy any new diesel vehicles. Bruno thinks the cost will be high for charging stations.

From: [Mary Usovicz](#)
To: [Larry Fisher \(lfisher@merrimacfire.org\)](#); [Eric M. Shears](#)
Cc: [Jennifer Penney - Select Board \(X3080\)](#)
Subject: FW: Good thing we have the vehicles we need the last truck is coming in October.
Date: Tuesday, October 1, 2024 7:44:38 AM
Attachments: [image001.png](#)

Dear Chiefs:

I am sure that you are aware of this new regulation that is going to take effect on 1/1/25. I am working with our trade association to have municipal vehicles exempted. If we are unsuccessful, we will need to see if you are planning on purchasing any new vehicles in 2025. If so, the need for charging stations. Please feel free to call me if you have any questions.

Mary Usovicz



General Manager
 978-346-8311

From: Mary Usovicz <musovicz@merrimaclight.com>
Sent: Thursday, September 26, 2024 7:37 PM
To: Norman Denault <commissioner1@merrimaclight.com>; Kenny Rhudick <commissioner3@merrimaclight.com>; Ed Davis <commissioner2@merrimaclight.com>
Subject: Good thing we have the vehicles we need the last truck is coming in October.

This one has been flying under the radar. In January 2025, Oregon, Massachusetts, New York, New Jersey and Washington will join California in enforcing California's CARB rules for Trucks. As of 1/1/25 no one in Massachusetts will be able to buy a heavy-duty diesel truck in the State of Massachusetts because they do not meet California Air Resources Board (CARB) standards. As an FYI - A new diesel truck as not been sold in California since 2024. Although this effects much more than the Electric Industry, it is something to get your arms around. Not only will diesel trucks be unable to be sold in Massachusetts, but your utility will also not be able to register any heavy-duty diesel vehicle built or delivered after January 1, 2025 in the State of Mass. The Dealer will be fined \$20K if the vehicle is registered in Mass even though they have no control over it. We know of at least one Massachusetts utility that tried to order a new Diesel truck recently – and were flat out told: 'no'.

Get [Outlook for iOS](#)

Attachment: Diesel Vehicle Restrictions (Diesel Vehicle Restrictions)



Agenda Item
Merrimac Select Board
10/07/24

Request to Use Fire Dept. Message Board -Pentucket Arts a Cappella Night

Subject:

Attachments:

Use of Fire Dept Sign Request-Pentucket Arts A Cappella Night

From: [Sue Stasiuk](#)
To: [Jennifer Penney - Select Board \(X3080\)](#)
Subject: A cappella Night on town marquee
Date: Friday, September 27, 2024 9:26:06 AM
Attachments: [A cappella 2024 PNG.png](#)
[2024 A cappella Night Poster \(1\) \(1\).pdf](#)

Hi Jennifer,

Pentucket Arts Foundation is sponsoring their 22nd annual A cappella Night at Pentucket Regional High School on Saturday , November 16th. As in years past I would like to request advertising on the town marquee two or more weeks if possible before the event.

The information on the marquee would read...

A cappella Night

Saturday, November 16th

7-9pm

Pentucket Regional High School
featuring
Berklee College of Music

Please let me know if you have any questions.

I have attached our advertising poster for more information (pdf and PNG) Tickets will be available soon.

Thank you!

Sue Stasiuk
Pentucket Arts Foundation


 The Pentucket Arts Foundation
 presents the 22nd annual

A CAPPELLA NIGHT

November 16, 2024 at 7pm



featuring
**BERKLEE'S
 UPPER
 STRUCTURE**

also performing
 AMESBURY RHYTHMICS
 PENTUCKET HARMONIX
 ST. JOHN'S PREP
 SWINGTOWN

PENTUCKET
 HIGH SCHOOL
 24 Main Street
 West Newbury

Tickets: \$10 • Available in person or online at
WWW.PENTUCKETARTS.ORG





Agenda Item
Merrimac Select Board
10/07/24

Fire-Formal Offer of Employment Travis Bounsy

Subject:



Agenda Item

Finance

10/07/24

Town Administrator's Report

Subject:

Attachments:

Town Administrator's Report 10-1-2024

Grant Approval

FY2025 STM Warrant - Final

Convenient MD Clinic Locations

ConvenientMD Pricing

Occupational Health Portsmouth Location sample costs

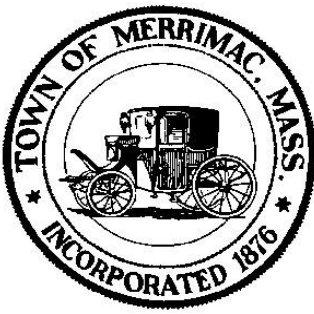
Occupational Health - Portsmouth - sample Fire Exam

Occupational Health - Portsmouth - sample Police Exam

BeWell Merrimac HCA Final (1) (005)

Whittier Letter to Legislature REV 9-24-24 CIRCULATION DRAFT

GASB 74 75 - FY24 Report (TOM) - 2024-09-26



MEMO

DATE: 10/1/2024

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

-
1. **Community Compact Grants** – We received a letter of congratulations on the Community Compact Grant; however, no dollar value was listed. I did ask Anthony Wilson of Edward J. Collins, Jr. Center for Public Management, University of Massachusetts Boston to develop a scope of services for us. I spoke with the DOR, they expect the grant information to be sent out within the next few weeks for the amount we requested.
 2. **Fall Town Meeting Articles** – The Town Meeting Warrant was posted as required on September 26th. It is also on the Website. I will prepare the motions and have counsel review them later this week.
 3. **Occupational Health Centers** – I contacted Convenient MD, (pricing attached along with the pricing for Portsmouth Hospital). Convenient MD does not provide Police and Fire Pre-employment Physicals at this time; however, they are looking to add it in the future. I have a call in to Concentra Urgent Care in Wilmington, as I have been told they do offer Police and Fire Pre-Employment. With your approval I would like to have both options, Convenient MD and Portsmouth Hospital, be the provider of occupational health services for the Town. The Police and Fire can use Portsmouth Hospital for now, however I hope to secure pricing from Concentra in Wilmington in the near future.
 4. **Bewell Host Community Agreement** – See attached BeWell HCA for the Boards review and approval. This has been updated to meet the current regulations.
 5. **Town Counsel Office Hours** – Town Counsel will be having Office hours on Monday October 7th from 10 AM -11:30 AM.
 6. **PRSD Regional Agreement Update** – I am meeting on October 8th with Angus and Rebecca to go over the latest revisions that Groveland has put forth. We think they are accepting what we previously discussed, but we wanted to be sure, before we forwarded the document to your Board for review. I expect to have the document ready for your review by the next meeting.
 7. **Whittier Regional Agreement Update** – I attended the meeting on September 24th. It was essentially the same as the previous meetings, not much was accomplished.

- Maureen gave an update – please make sure you sign up for Whittier’s newsletter, updates are on their website. The following link will bring you to the latest updates. [Whittier Tech: Exploring a Shared Campus - NECC \(mass.edu\)](#) MSBA is very interested in the project – they came and did a tour recently. The big takeaway was that they want some kind of assurance that the community wants to move forward. Whittier and NECC is asking that as many people as possible sign up for the listening sessions that are listed on the website. They also asked if we could put a link on our website. With your approval I will ask Alyssa to set that up.
- Attached is a letter that West Newbury drafted after meeting with Senator Tarr. They are inviting other communities to sign-on if they would like. If there are other communities that wish to sign on, please feel free to offer additional items to emphasize in the letter, and/or wordsmithing suggestions.
- Haverhill again reinforced that they will not agree to opening the agreement.
- Georgetown Town Administrator suggested having scenarios run for several options and estimated pricing, to possibly get some kind of movement forward. It was agreed to do this.
- Some people in attendance had concerns that Whittier can enter into an agreement without the Towns approval. It was stated that Whittier School Committee currently has the power to enter into agreements.

8. **GASB 74 75 FY2024 Report** – Please see attached GASB 75 Report for FY2024. The demographic experience was more favorable than expected (a gain of 7.79% or \$333,826) - this was mainly due to higher turnover than expected including a long-service employee who did not elect health coverage on termination and the cessation of coverage by a retiree. Also, asset performance over the year was more favorable than expected – earnings were \$109 thousand more than forecast (last year were \$30 thousand more than forecast) & the funded status changed from 49.65% as of June 30, 2023 to 70.20% as of June 30, 2024. The Town is now projected to be fully funded in year 2030.



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

MAURA T. HEALEY
GOVERNOR

KIMBERLEY DRISCOLL
LIEUTENANT GOVERNOR

September 25, 2024

Chris Manni, Chairman, Board of Selectmen
2 School Street
Merrimac, MA 01860

Dear Chairman Manni:

I am writing to congratulate you and your colleagues in Merrimac on entering into a fifth Community Compact agreement. Both Governor Healey and I understand that in order to have a thriving Commonwealth, we need thriving cities and towns. And as you know, Community Compacts enhance our shared commitment to provide more efficient, professional, and responsive services.

We are excited to continue to partner with you to implement your chosen best practice(s), as noted below:

- *Best Practice #1: Perform an assessment of the municipality's executive branch organizational structure, including a review of the responsibilities, authority, and span of control of executive branch officers; of the mandates, functions, and structures of elected boards, committees, and officers; and of the mandates, functions, and structures of major departments.*
- *Best Practice #2: Implement age- and dementia-friendly initiatives to support aging in community.*

Governor Healey and I appreciate Merrimac participating in the Community Compact program and we look forward to continuing our strong partnership to improve services at the local level.

Sincerely,

Kimberley Driscoll
Lieutenant Governor

cc: Sean Cronin, Senior Deputy Commissioner of Local Services
Juan Gallego, Assistant Deputy Chief of Staff to the Lieutenant Governor

Attachment: Grant Approval (Town Administrator's Report)

TOWN OF MERRIMAC

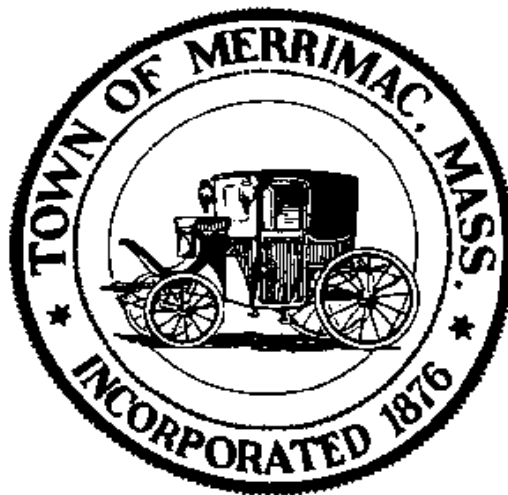
SPECIAL TOWN MEETING

October 21, 2024

7:30 PM

Sweetsir School

102 Church St.



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

Town Vote	Art. #	Recommendations			Description
		Selectmen	Finance Committee	Capital Planning	
	1	Yes 3-0-1	Yes 5-0	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	Yes 4-0	Yes 5-0	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	Yes 4-0	N/A	N/A	To amend the Zoning By-law, amending Articles 2,4,5,6,7 and 17, for changes to the Assessor's Dwelling Units. (2/3 Vote Required)
	4	Yes 4-0	N/A	N/A	To amend the Zoning By-law by adding a Battery Energy Storage Systems. (2/3 Vote Required)
	5	Yes 4-0	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 - Efficient Use of Water Systems.
	6	Yes 4-0	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	Yes 4-0	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	Yes 4-0	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	Yes 4-0	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	Yes 4-0	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)

* Select Board will vote on a recommendation on 10/7/2024

TOWN OF MERRIMAC BUDGET SUMMARY

REVENUE ESTIMATES

	Adopted	Departmental Requested Budget	Request ATM Budget	Request 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 Sheer/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 l & l	\$ 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

EXPENDITURE ESTIMATES

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

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
SURPLUS/(DEFICIT)	\$ 0	\$ (467,961)	\$ (109,572)	\$ 0

**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: Yes 3-0-1

Fin Com Recommendation: Yes 5-0

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: Yes 4-0

Fin Com Recommendation: Yes 5-0

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 a~~**Accessory d**~~Dwelling 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 1/2 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 1/2

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~~ **17.3.5.1** Ingress, egress, access. Adequate provision, as determined by the BUILDING COMMISSIONER, shall be provided for separate ingress and egress to the outside of each unit. 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: Yes 4-0

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: Yes 4-0

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: Yes 4-0

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, MA , 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: Yes 4-0

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: Yes 4-0

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: Yes 4-0

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: Yes 4-0

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: 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: Yes 4-0

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: This land was acquired in the seventies for constructing of the towns Wastewater facility, however, the town has an opportunity to sell the right to pass and repass over this property to the cell towers owners to access their cell tower at the end of Federal Way. This sale or easement would help offset some of the cost towards the upcoming upgrade and construction of the new Wastewater Treatment Facility. Requested by the DPW Director.

Select Board Recommendation: *

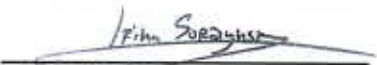
2/3 Vote Required

* Select Board will vote on recommendation on 10/7/2024

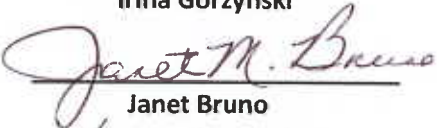
Given under our hands this 23rd day of September 2024

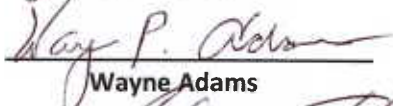
SELECT BOARD


Chris Manni


Irina Gorzynski

TOWN OF


Janet Bruno


Wayne Adams

MERRIMAC


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
OFFICE OF THE SELECT BOARD
2-8 School Street, Merrimac, MA 01860
TEL (978) 346-8862
FAX (978) 346-7832
E-MAIL Selectmen@townofmerrimac.com

September 26, 2024

David Vance, Constable has notified the Town of Merrimac through the Select Board that the warrant for the Special Town Meeting on October 21, 2024 at 7:30 PM at the Frederick N. Sweetsir School Cafeteria in Merrimac has been posted in three conspicuous places in town.



Jennifer Penney
Executive Assistant
Board of Selectmen



David Vance, Constable

New Hampshire

Bedford	3 Nashua Road	P 603-472-6700	F 603-472-6701
Belmont	77 Daniel Webster Highway	P 603-737-0550	F 603-737-8331
Concord	8 Loudon Road	P 603-226-9000	F 603-226-2268
Dover	14 Webb Place	P 603-742-7900	F 603-343-4749
Exeter/Stratham	1 Portsmouth Avenue	P 603-772-3600	F 603-772-3601
Keene	351 Winchester Street	P 603-352-3406	F 603-352-3416
Littleton	551 Meadow Street	P 603-761-3660	F 603-761-7791
Londonderry	42 Nashua Road	P 603-413-6800	F 603-413-6803
Manchester	738 Hooksett Road	P 603-384-3900	F 603-384-3912
Merrimack	2 Dobson Way	P 603-471-6069	F 603-471-6068
Nashua	565 Amherst Street	P 603-578-3347	F 603-578-3387
Plaistow	49 Plaistow Road	P 603-371-3229	F 603-371-3239
Portsmouth	599 Lafayette Road	P 603-942-7900	F 603-630-1009
Windham	125 Indian Rock Road	P 603-890-6330	F 603-458-7626

Maine

Auburn	590 Center Street	P 207-955-5565	F 207-955-5567
Augusta	4 Whitten Road	P 207-466-2400	F 207-466-2402
Bangor	543 Broadway	P 207-922-1300	F 207-217-6742
Belfast	20 Belmont Ave	P 207-607-5270	F 207-607-5271
Brunswick	193 Bath Road	P 207 424-2272	F 207-424-2268
Ellsworth	235 High Street	P 207-412-5200	F 207-412-5201
Portland	191 Marginal Way	P 207-517-3838	F 207-517-3820
Saco	506 Main Street	P 207-571-7991	F 207-571-7990
Sanford	1420 Main Street	P 207-850-5744	F 207-850-5729
Westbrook	950 Main Street	P 207-517-3800	F 207-517-3818

Attachment: Convenient MD Clinic Locations (Town Administrator's Report)

Massachusetts

Bellingham	245 Hartford Avenue	P 774-295-4355	F 774-295-4880
Burlington	181 Cambridge Street	P 781-730-0045	F 781-552-4842
Brockton coming soon!			
Dedham	983 Bos.-Providence Turnpike	P 781-819-6400	F 339-234-6921
Falmouth	40 Davis Straits	P 774-255-3010	F 508-388-2312
Framingham	236 Cochituate Road	P 774-244-3227	F 774-244-4916
Leominster	20 Commercial Rd, Suite 2	P 978-798-6896	F 978-798-6897
Ludlow	471 Center Street	P 413-625-3500	F 413-625-3655
Newburyport	35 Storey Avenue	P 978-225-6607	F 978-225-6609
North Andover	419 B Andover Street	P 978-620-5048	F 978-620-5073
Peabody	210 Andover Street	P 978-488-3234	F 978-488-3235
Pembroke	296 Old Oak Street	P 339-244-3033	F 339-244-3005
Pittsfield	999 Dalton Avenue	P 413-242-6577	F 413-242-6637
Plainville	86 Taunton Street	P 508-928-5211	F 508-928-5212
Plymouth	140 Samoset Street	P 508-209-5362	F 508-209-5393
Quincy	479 Washington Street	P 857-529-5220	F 857-529-5422
Saugus	156 Main Street	P 339-674-0978	F 339-674-0914
Sutton coming soon!			
Westborough	139 Turnpike Road	P 508-882-7300	F 508-882-7312
Weymouth	987 Main Street	P 781-927-3000	F 781-277-3009
Worcester coming soon!			

Attachment: Convenient MD Clinic Locations (Town Administrator's Report)

From: [Alison Connelly](#)
To: [Carol McLeod - Finance \(X3040\)](#)
Subject: RE: ConvenientMD
Date: Monday, September 30, 2024 1:56:46 PM
Attachments: [Clinic Locations- updated.pdf](#)

Hi Carol

It was nice talking to you just now! Here is the details of what I would be setting up for the Town of Merrimac with pricing and I am also including the missing information I would need back from you to complete the set up.

Services with Pricing:

DOT Physical: \$110.00

Pre-employment physical (non-dot): \$120.00

5 panel NON DOT pre-employment drug screen (rapid drug screen): \$70.00

Breath Alcohol Testing: NON DOT AND DOT, reasonable suspicion, post-accident: \$35.00

DOT Drug collection: \$20.00 (would need the drug testing information of your Third party administrator)

RESULTS/ INVOICE- CONTACTS:

Results- Person to receive the results- NAME/ PHONE/ EMAIL

Invoices: Person to receive invoices: NAME/ PHONE/ EMAIL

Drug testing form- Send me a blank Chain of custody form for DOT drug testing

Workers comp- We can treat all work injuries that are NON life or NON limb threatening. I would need to know the Workers comp Carrier information and Policy # to get this set up for you. As well as NAME/ PHONE/ EMAIL of person to receive the workers comp status updates for any injury we treat. We will send the notes from the injury.

Once I hear back from you with this information, I will get you set up!

Thanks

Alison

Alison Connelly

Director of Business Development

ConvenientMD Urgent Care

C: 781-856-6932

aconnelly@convenientmd.com



05/28/2024

Occupational Health Services of PRH, LLC
Company Profile for Town of Merrimac

Page 1

Company Information

Company Name:	Town of Merrimac	ID:	TOWNMERR	Corporate Office
Main Address:	4 School St Merrimac, MA 01860	Alt Company ID:		
		Company #:		# of Employees: 0
		FEIN:		
NAICS Code:		Main Contact:	Carol MCleod	
Company Type:		Phone:	978-346-0524	
User Code:		Cell:		
Sales Rep:		Fax:		
Email:	cmcleod@townofmerrimac.com			
Last Contact:		Next Contact:		Client Since:
Memo:				Active

Account Information

Self-Pay Billing	Carol MCleod	Bill To:	Carol MCleod
	Phone: 978-346-0524		Town of Merrimac
			4 School St
			Merrimac, MA 01860
			Phone: 978-346-0524
	Email: cmcleod@townofmerrimac.com		

Departments/Contacts

No Records Found

Drug Testing Programs

No Records Found

Service Contracts

No Records Found

Task Company Representatives

No Records Found

Procedures

	<u>Fee Code</u>	<u>Price</u>	<u>Discount</u>
--	-----------------	--------------	-----------------

DOT Physicals

Physical Exam-DOT	2001A	110.00	
Intake Form/STOP BANG			
Picture ID			
Protocol Instructions			
			\$110.00

NonDOT PX and Rapid D/S

PHYSICAL EXAM LEVEL 1	2001	101.00	
Medical Provider's Report			
D/S RAPID 5 panel (8600)	4006	50.00	
D/S RAPID CONFIRMATION	4007	33.00	
Consent and Medical Release			
Protocol Instructions			

05/28/2024

Occupational Health Services of PRH, LLC
Company Profile for Town of Merrimac

<u>Fee Code</u>	<u>Price</u>	<u>Discount</u>
	\$184.00	

Attachment: Occupational Health Portsmouth Location sample costs (Town Administrator's Report)

Occupational Health Services of PRH, LLC
Flow Sheet

Appt Date & Type: 5/28/2024 P 9.1.g
Appt Time: 17:00
Arrival Time: _____
Time Called: _____
Staff ID: MIKEBURR

Patient: Burridge, Mikey D
Patient ID: 123-45-6789
Med Rec #: _____
Phone: _____
Cell Phone: 603-334-2098
Driv. Lic #: ME-123456
Email: michael.burridge@hcahealthcare.com
Address: 7 Burridge lane
Eliot ME 03903

Gender: M
DOB: 02/05/1973
Age: 51
Company ID: PORTSFIR

Company: Portsmouth Fire Department
Contact: Bill McQuillen
Email: _____
Phone: 603-427-1515 Fax: 603-427-1555
Cell Phone: _____
Address: 170 Court Street
Portsmouth, NH 03801

Patient Notes:

CONFIRM IF IT IS A PRE-EMPLOYMENT OR IF IT IS A NFPA

Allergy/Condition Egg allergy Diagnosed 1/18/2017
Medication allergy (specify) 1/18/2017

New Firefighter PX: 90/15 FASTING

PPX
(PORTSFIR)

Completed By	Orders	Qty	Fee Code	Discount Price	Billed By
	PHYSICAL EXAM LEVEL 1	1.00	2001	101.00	
	Medical Provider's Report	1.00			
	Respirator Clearance Results	1.00			
	D/S NON-DOT 5 Panel (88160) (Our MRO)	1.00	4001	71.00	
	T SPOT TB TEST	1.00	9024	98.00	
	Lab Orders	1.00			
	HEP B TITER	1.00	6010	98.00	
	URINALYSIS WITH MICRO	1.00	6018A	40.00	
	LIPID PANEL	1.00	6003	101.00	
	CBC WITH DIFF BLOOD TEST	1.00	6004	91.00	
	Comp Panel	1.00	6005	85.00	
	PSA Prostate Screening	1.00	6041	131.00	
	Radiology Request Form	1.00			
	RESPIRATOR QUESTION FORM	1.00	3006	46.00	
	PA LATERAL CHEST XRAY	1.00	7002	260.00	
	VISION TOTAL SCREEN: COLOR PERCEPTION	1.00	3003	31.00	
	Audiology	1.00	3002	47.00	

Discharged By: _____ Time Out: _____ Invoice #: _____ Net Total: _____ Batch #: _____

Appointment ID 278918

Invoice #: _____ Net Total: _____ Batch #: _____

Occupational Health Services of PRH, LLC
Flow Sheet

Appt Date & Type: 5/28/2024
Appt Time: 17:00
Arrival Time: _____
Time Called: _____
Staff ID: MIKEBURR

9.1.g

Patient: Burr ridge, Mikey D
Patient ID: 123-45-6789
Med Rec #: _____
Phone: _____
Cell Phone: 603-334-2098
Driv. Lic #: ME-123456
Email: michael.burridge@hcahealthcare.com
Address: 7 Burr ridge lane
Eliot ME 03903

Gender: M
DOB: 02/05/1973
Age: 51
Company ID: PORTSFIR

Company: Portsmouth Fire Department
Contact: Bill McQuillen
Email: _____
Phone: 603-427-1515 Fax: 603-427-1555
Cell Phone: _____
Address: 170 Court Street
Portsmouth, NH 03801

CONFIRM IF IT IS A PRE-EMPLOYMENT OR IF IT IS A NFPA

EKG	1.00	3000	74.00	
Pulmonary Function Test - PFT	1.00	3005	72.00	
Declination Hep B and Hep A	1.00			
HEP A VACCINE I	1.00	9002	140.00	
HEPATITIS B VACCINE #I	1.00	9003	95.00	
Consent and Medical Release	1.00			

NOTE: a ** next to a price indicates the price shown is different than the standard price

\$1,581.00

Attachment: Occupational Health - Portsmouth - sample Fire Exam (Town Administrator's Report)

Discharged By: _____ Time Out: _____ Invoice #: _____ Net Total: _____ Batch #: _____

Appointment ID 278918

Invoice #: _____ Net Total: _____ Batch #: _____

W:\REPORTS\ORDERS\Flow Sheet and Forms_v8.00 to 8.10 only#0522

Packet Pg. 104

Occupational Health Services of PRH, LLC
Flow Sheet

Appt Date & Type: 5/28/2024 P
Appt Time: 17:00
Arrival Time: _____
Time Called: _____
Staff ID: MIKEBURR

9.1.h

Patient: Burridge, Mikey D
Patient ID: 123-45-6789
Med Rec #: _____
Phone: _____
Cell Phone: 603-334-2098
Driv. Lic #: ME-123456
Email: michael.burr ridge@hcahealthcare.com
Address: 7 Burr ridge lane
Eliot ME 03903

Gender: M
DOB: 02/05/1973
Age: 51
Company ID: PORTSPOL
Dept: _____
Job: _____

Company: Portsmouth Police Department
Contact: Hannah Evans
Email: evansh@portsmouthnhpd.com
Phone: 603-610-7428 Fax: 603-610-7600
Cell Phone: _____
Address: 3 Junkins Avenue
Portsmouth, NH 03801

Patient Notes:

rabies vaccines need a couple of days notice to order them for the Animal Control Office

Allergy/Condition Egg allergy Diagnosed 1/18/2017
Medication allergy (specify) 1/18/2017

PX: Patrolman & Aux.-FASTING 60/30/30

PATROL
(PORTSP

Completed By	Orders	Qty	Fee Code	Discount Price	Billed By
	PHYSICAL EXAM LEVEL 2	1.00	2002	121.00	
	Medical Provider's Report	1.00			
	D/S NON-DOT 5 Panel (88160) (Our MRO)	1.00	4001	71.00	
	CBC WITH DIFF BLOOD TEST	1.00	6004	91.00	
	CARDIA RISK/LIPID PROFILE BLOOD TEST	1.00	6003	101.00	
	Comp Panel	1.00	6005	85.00	
	HEP A VACCINE 1	1.00	9002	140.00	
	HEP A TITER	1.00	6009	78.00	
	HEP A VACCINE 2	1.00	9222	144.00	
	HEP B TITER	1.00	6010	98.00	
	First Hepatitis B Vaccine	1.00	9003	95.00	
	T SPOT TB TEST	1.00	9024	98.00	
	Audiology	1.00	3002	47.00	
	VISION TOTAL SCREEN	1.00	3003	31.00	
	UE, LE, FUNCTIONAL SCREENING COMBINATION	1.00	5003	94.00	
	Functional Screen - Patrolman	1.00			
	Consent and Medical Release	1.00			

Discharged By: _____ Time Out: _____ Invoice #: _____ Net Total: _____ Batch #: _____

Appointment ID 278918

Invoice #: _____ Net Total: _____ Batch #: _____

Appt Date & Type: 5/28/2024
Appt Time: 17:00
Arrival Time: _____
Time Called: _____
Staff ID: MIKEBURR

9.1.h

Patient: Burridge, Mikey D
Patient ID: 123-45-6789
Med Rec #:
Phone:
Cell Phone: 603-334-2098
Driv. Lic #: ME-123456
Email: michael.burridge@hcahealthcare.com
Address: 7 Burridge lane
Eliot ME 03903

Gender: M
DOB: 02/05/1973
Age: 51
Company ID: PORTSPOL
Dept:
Job:

Company: Portsmouth Police Department
Contact: Hannah Evans
Email: evansh@portsmouthnhpd.com
Phone: 603-610-7428 Fax: 603-610-7600
Cell Phone:
Address: 3 Junkins Avenue
Portsmouth, NH 03801

rabies vaccines need a couple of days notice to order them for the Animal Control Office

Declination Hep B and Hep A	1.00	
Lab Orders	1.00	
Lab Results	1.00	

NOTE: a ** next to a price indicates the price shown is different than the standard price

\$1,294.00

Attachment: Occupational Health - Portsmouth - sample Police Exam (Town Administrator's Report)

Discharged By: _____ Time Out: _____ Invoice #: _____ Net Total: _____ Batch #: _____
Appointment ID 278918 Invoice #: _____ Net Total: _____ Batch #: _____

HOST COMMUNITY AGREEMENT

Between
Town of Merrimac
And

BeWell Organic Medicine, Inc.

This Host Community Agreement (“Agreement”) is entered into and executed this ____ day of _____, 2024, by and between BeWell Organic Medicine, Inc., a business entity certified and recorded with the Massachusetts Secretary of the Commonwealth (the “Company”) applying for and/or currently holding a license issued by the Cannabis Control Commission (the “Commission”) and the Town of Merrimac (“the Municipality”).

WHEREAS, the Company is applying for a Commission license (the “Applicant”) and/or is currently licensed by the Commission as a Marijuana Establishment(s) or Medical Marijuana Treatment Center(s) (the “Licensee”), and is located within or plans to locate within the Municipality;

WHEREAS, the Company shall comply with all applicable state laws and regulations, including, but not limited to G.L. c. 94G, G.L. c. 94I, 935 CMR 500.000 *et seq.*, and 935 CMR 501.000 *et seq.*, as applicable, and such approvals as may be issued by the Municipality in accordance with its local zoning, laws, bylaws, or ordinances, as may be amended;

WHEREAS, the Company and the Municipality (collectively, the “Parties”) intend by executing this Agreement to comply and satisfy the provisions of G.L. c. 94G, § 3(d), as applicable to the licensed operation(s) of the Marijuana Establishment with such operations to be conducted in accordance with applicable zoning, laws, bylaws, or ordinances of the Municipality; and

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Terms.**

Where applicable, the following terms shall hold the same meaning and definitions as defined by the Commission in 935 CMR 500.000 *et. seq* and 935 CMR 501.000 *et seq.*, as applicable:

- a) **Marijuana Establishment** (ME) means a Marijuana Cultivator (Indoor or Outdoor), Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Microbusiness, Independent Testing Laboratory, Marijuana Retailer, Marijuana Transporter, Marijuana Delivery Operator, Marijuana Courier, Marijuana Research Facility Licensee (as defined in 935 CMR 500.002: Marijuana Research Facility Licensee), Social Consumption Establishment (as defined in 935 CMR 500.002: Social Consumption Establishment), or any other type of licensed Marijuana-related business, except a Medical Marijuana Treatment Center (MTC).
- b) **Medical Marijuana Treatment Center** (MTC) means an entity licensed under 935 CMR

BeWell Organic Medicine Host Community Agreement

Attachment: BeWell Merrimac HCA Final (1) (005) (Town Administrator's Report)

501.101 that acquires, cultivates, possesses, Processes (including development of related products such as Edibles, MIPs, Tinctures, aerosols, oils, or ointments), Repackages, transports, sells, distributes, delivers, dispenses, or administers Marijuana, products containing Marijuana, related supplies, or educational materials to Registered Qualifying Patients or their Personal Caregivers for medical use. Unless otherwise specified, MTC refers to the site(s) of dispensing, cultivation, and preparation of Marijuana for medical use.

- c) Final License means a certificate of final licensure issued by the Commission pursuant to its authority under G.L. c. 94G.
- d) Community Impact Fee (CIF) means impact fee(s) claimed by the Municipality which have been certified by the Commission or ruled upon by a court of competent jurisdiction as being Reasonably Related to the actual costs imposed by the Company.
- e) Reasonably Related means a demonstrable nexus between the actual operations of a ME or MTC and an enhanced need for a Municipality's goods or services in order to offset the impact of operations. Fees customarily imposed on other non-marijuana businesses operating in a Municipality shall not be considered Reasonably Related.

Should there be a conflict between these definitions and those contained in 935 CMR 500.000 *et seq.* and/or 935 CMR 501.000 *et seq.*, the Commission's regulations shall control. Additionally, any term used in this Agreement but not identified and defined in this section shall hold the same meaning and definition as so defined in the Commission's regulations.

2. Authorized Operations.

The Parties stipulate that this Agreement provides permission for the Company to apply for, obtain, and operate the following selected license type(s) within the Municipality:

Marijuana Retailer
Medical Marijuana Treatment Center - Retail

3. Location.

- a) The Parties acknowledge that the Company shall identify to the Commission a proposed location where licensed operations of the ME/MTC will occur prior to being issued a license for such operations.
- b) The Municipality authorizes the Company to operate within the Municipality at 17 Broad Street, Merrimac, MA 01860 only, subject to applicable licenses and approvals.

4. Compliance.

The Parties shall comply with all laws governing the operation of the license type(s) selected

in Section 2, as applicable, including, but not limited to:

- a) G.L. c. 94G, G.L. c. 94I, 935 CMR 500.000 *et seq.*, and 935 CMR 501.000 *et seq.*, as the same may be amended from time to time, or its successor statute(s) if any.
- b) The Municipality bylaws, local laws, ordinances, and zoning applicable to the operation of ME, as the same may be amended from time to time.
- c) The Company shall be responsible for obtaining from the Commission and the Municipality all licenses, permits, and approvals required for the operation of each license covered by the Agreement.
- d) The obligations of the Parties are contingent on the Company:
 - 1. Obtaining a Final License from the Commission for operation of a license type(s) selected in Section 2 in the Municipality; and
 - 2. The Company's receipt of any and all necessary local permits and approvals to locate, occupy, and operate the license type(s) selected in Section 2 in the Municipality, inclusive of zoning compliance.
- e) If the Company is unable to obtain a Final License from the Commission, or if such local permits and approvals are not granted for any reason within two (2) years of the effective date, then this Agreement shall be void.
- f) This Agreement does not affect the authority of the Municipality to issue or deny permits, licenses, or other approvals under the statutes and regulations of the Commonwealth, or the bylaws, local laws, zoning, and ordinances of the Municipality. Nor does this Agreement affect the Municipality's ability to enforce any applicable law.
- g) The Parties to this Agreement shall work in good faith to effectuate the purposes of this Agreement.

5. **Annual Payments Responsibilities.**

The Parties agree to the following provisions regarding annual payments responsibilities:

- a) CIF
 - 1. There may be additional expenses and impacts including but not limited to impacts on the Municipality's infrastructure systems, law enforcement, fire protection services, inspectional services, as well as unforeseen expenses and impacts on the Municipality that are Reasonably Related to the operation of the ME.
 - 2. To mitigate Reasonably Related expenses and impacts, the Company shall pay a CIF to the Municipality.
 - 3. The Municipality shall not explicitly or implicitly require the Company to make a

BeWell Organic Medicine Host Community Agreement

- promise of future monetary payments, in-kind contributions, or charitable contributions to the Municipality, notwithstanding the CIF payment provision allowed under G.L. c. 94G, § 3.
4. A claimed impact fee shall not exceed three percent of the gross sales of the Company, nor be calculated on a certain percentage of the Company's sales.
 5. The Municipality shall not attempt to collect impact fees relating to any operations occurring prior to the date the Company is granted a Final License by the Commission for a particular MEs.
 6. No impact fees shall be assessed after the eighth year of the Company's operations.
 7. The Municipality shall not attempt to collect impact fees from the Company that has held a Final License for more than nine (9) years for a particular ME.
 8. The Company shall notify the Municipality within five (5) business days of the issuance of a Final License to the Company by the Commission for any license covered under this Agreement. Additionally, the Company shall notify the Municipality within five (5) business days of the issuance of a renewal of a license to the Company by the Commission/Anniversary of a Final License for any license covered under this Agreement.
 9. The Municipality shall provide an annual itemized invoice of the impact fees claimed by the Municipality that are Reasonably Related to the operations of the Company ("claimed impact fees") within one (1) month of the anniversary of the date the Company receives or received a Final License from the Commission for each license held by the Company located within the Municipality, if more than one. All subsequent, one-year invoice periods shall be consistent with the anniversary of the Company's Final License date(s). Failure to provide said invoice within the prescribed time shall result in the Municipality forfeiting any CIF it may have been entitled to for the applicable year of the Company's operation.
 10. The Municipality's itemized invoice shall specifically describe how the claimed impact fees were spent, including a line item for each good or service charged, and a statement of its cost, purpose, and relation to the Company's particular operations.
 11. The Company shall annually pay any undisputed CIF no later than the end of the current fiscal year or within 90 days of the date of the Commission's CIF certification, whichever is later.
 12. The Company shall not be required to pay the CIF if the CIF is the subject of a nonfrivolous legal dispute either through the Commission's administrative hearing process or before a court of competent jurisdiction.

b) Waiver of Community Impact Fee

A Municipality may not assess impact fees or may choose to not collect impact fees in a particular year. Any such election shall not operate as a waiver of the Municipality's rights under this Agreement to collect a CIF in subsequent years.

c) Generally Occurring Fees

Generally occurring fees are those fees customarily imposed by the Municipality on non-cannabis businesses operating within its confines and shall not be considered a CIF. These fees include, but are not limited to, any permitting fees associated with the establishment, including associated consulting fees, sewer and water connection, waste collection, and local taxes.

The Company concurs and consents to the stated list of Municipality's expected Generally Occurring Fees provided herein.

d) Local Taxes

Property, both real and personal, owned or operated by the Company shall be treated as taxable, and all applicable taxes for that property shall be paid either directly by the Company or by its landlord.

e) Other Taxes

Notwithstanding any previously identified provisions, the Company acknowledges and affirms its obligation to pay any and all fees associated with sales tax, excise tax on Marijuana and Marijuana Products, or other taxes or fees otherwise provided for in G.L. c. 94G, G.L. c. 64H, and G.L. c. 64N.

6. Security.

- a) The Company shall maintain security at its ME in accordance with the security plan presented to the Municipality and approved by the Municipality's Police Department or as updated from time to time and approved by the Commission. The Company shall provide notice to the City of any material change to the foregoing document. In addition, the Company shall at all times comply with all applicable laws and regulations regarding the operations of MEs, as applicable, and the security thereof.
- b) The Company shall comply with all Commission and the Municipality's security requirements as promulgated by state law, regulation, local law, ordinance, or bylaw.

7. Energy Usage.

The Company shall comply with the Commission's energy regulations provided in 935 CMR 500.105(1)(q), 935 CMR 500.105(15), 935 CMR 500.120(11), 935 CMR 500.130, *et seq.*, and, if applicable, comparative medical regulations.

8. Odor Control.

The Company agrees that in the event all cannabis related odors cannot be contained onsite, it will install and utilize sufficient odor control technologies, including but not limited to appropriate ventilation and air handling equipment and odor resistant packaging. Any complaints received by the City concerning odors that are detectable at abutting properties or units must be addressed thoroughly and expediently by the Company, including but not limited to the installation of said odor control technology.

9. **Approval of On-Site Manager.** If requested by the Municipality, the Company shall provide to the Municipality, for review and approval, the name and relevant information, including but not limited to the information set forth in 935 CMR 500.000 or any successor regulation, of the person proposed to act as on-site manager of the ME. Within thirty (30) days of its receipt of the information, the Municipality shall determine whether the person proposed is of suitable character to act as on-site manager. Such approval shall not be unreasonably denied, conditioned, or delayed. Said approval shall be considered unreasonably denied if the Town denies such approval and the CCC has approved said on-site manager pursuant to the regulations. Notwithstanding the foregoing, if the Municipality does not provide confirmation or rejection of the proposed on-site manager within thirty (30) days, the on-site manager of the Company's ME shall be deemed approved by the Town. This approval process shall also apply to any change of on-site manager
10. **No Shared Premises.** Subject to approval by the CCC and any and all other local boards, committees or commissions with jurisdiction, the ME shall not share any portion of the premises with any other tenant of the building located at 17 Broad Street, Merrimac, Massachusetts, maintaining full and secure separation therefrom. This includes but is not limited to any common bathrooms, areas of ingress or egress, community or break rooms. The ME shall be secured from access by permanent walls and exterior grade doors.
11. **On-Site Consumption Prohibited.** The Company agrees that, even if permitted by statute or regulation, it will prohibit on-site consumption of marijuana and marijuana-infused products at the ME.
12. **Equity and Local Opportunities.**
 - a) The Company shall, consistent with applicable laws and regulations, make good faith efforts to hire municipal residents for employment, supplier services, and/or vendor services.
 - b) The Company shall, consistent with applicable laws and regulations, have goals, programs, and metrics, and make progress towards those goals to hire individuals/businesses for employment, supplier services, and/or vendor services from areas defined as Areas of Disproportionate Impact by the Commission.
 - c) The Company shall, consistent with applicable laws and regulations, have goals, programs, and metrics, and make progress towards those goals to hire individuals/businesses identifying as, as people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, women, Veterans, persons with disabilities, and LGBTQ+ people.

BeWell Organic Medicine Host Community Agreement

13. **Effective Date, Term, and Termination.**

- a) This Agreement shall be in full force and effect beginning on the date as written on page 1 of this Agreement.
- b) This Agreement shall terminate five years after the effective date, unless sooner terminated or renegotiated.
- c) At the conclusion of the term of this Agreement, the Parties may negotiate a new Agreement in accordance with the current prevailing regulations and laws as such regulations and laws may be amended or replaced. Alternatively, the Parties may negotiate and execute an HCA Waiver.

14. **Notice of Discontinuance of Operations.**

- a) The Municipality shall not discontinue relations with the Company in bad faith and shall provide the Company with written notice of the Municipality's intention to discontinue relations with reasonable advanced notice.
- b) This Agreement shall be void in the event that the Company ceases operations of its Marijuana Establishment in the Municipality for a period of greater than 60 days without substantial action to reopen or relocates such operations outside of the Municipality. When possible the Company shall provide notice to the Municipality no less than 90 days prior to cessation or relocation of operations.

15. **Governing Law and Severability.**

This Agreement shall be governed in accordance with the laws of the Commonwealth of Massachusetts. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby, unless one or both Parties would be substantially or materially prejudiced.

16. **Confidentiality.**

The Parties agree that all records in the possession of the Municipality are governed by G.L. c. 66, § 10, the Public Records Law.

17. **Amendments/Waiver.**

The Parties may make amendments to this Agreement or waive its terms only by a mutually executed written agreement in accordance with the current prevailing regulations and laws as such regulations and laws may be amended or replaced.

18. **Successors/Assigns.**

This Agreement is binding upon the Parties hereto, their successors, assignees and legal representatives. The Company shall not assign, sublet, or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent from the Municipality, and shall not assign any of the monies payable under this Agreement to the Municipality, except the written consent of the Municipality, but such consent by the Municipality shall not be unreasonably withheld or denied.

19. **Counterparts.**

This Agreement may be signed in any number of counterparts all of which taken together, each of which is an original, and all of which shall constitute one and the same instrument, and any Party hereto may execute this Agreement by signing one or more counterparts.

20. **Signatures.**

Facsimile and electronic signatures affixed to this Agreement shall have the same weight and authority as an original signature. The individuals signing below have full authority to do so by the entity on whose behalf they have signed.

21. **Notices.**

Except as otherwise provided herein, any notices, consents, demands, requests, approvals, or other communications required or permitted under this Agreement shall be made electronically to the email(s) addresses identified below for the respective Parties:

Email Address(es) for the Municipality: cmcleod@townofmerrimac.com
Copy to: liz@mtclawyers.com

Email Address(es) for the Company: julia@bewell420.com
Copy to: jsmith@publicpolicylaw.com

Contact shall be provided as updated.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

TOWN OF MERRIMAC

Duly Authorized Representative Name: Chris Manni

Duly Authorized Representative Title: Select Board Chair

Duly Authorized Representative Signature: _____

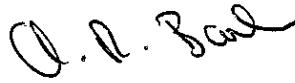
Date of Signature: _____

BEWELL ORGANIC MEDICINE

Duly Authorized Representative Name: Anthony Banks

Duly Authorized Representative Title: Director

Duly Authorized Representative Signature:



Date of Signature: 30/09/2024

DRAFT

Senator Bruce Tarr

Massachusetts State House

24 Beacon Street, Room 308

Boston, MA 02133

Date- TBD

Dear Senator Tarr-

We the undersigned as representatives of our cities and towns, each being a member community of the Whittier Vo-Tech School District formally request that the Massachusetts State Legislature establish a Commission to evaluate and revise the Whittier Vo-Tech Regional Agreement which was originally written in 1967. Since then, the agreement has not been substantially revised or updated and we do not feel it represents the district's or the communities' needs appropriately today. Among other things, the agreement does not reflect the statewide adoption of Prop. 2 ½, and this creates very real potential that a project approved regionally – but not receiving approval of a local debt exclusion – could leave communities in a position of having to cut services to fund Whittier capital costs within their levy limit.

Whereas the agreement requires unanimous approval for any modifications and whereas Mayor Barrett of Haverhill, representing the largest member community, has clearly and unequivocally articulated that her administration will not support any change or modification to the agreement. In addition, Mayor Barrett has noted that the Haverhill City Council has voted 11-0 to not make any changes to the regional agreement. It has therefore become evident that there is not a path to implement any changes to the agreement on the local level.

We are very excited about the potential benefits that could result from the proposed collaboration between Whittier Tech and Northern Essex Community College, but are concerned that – if any resulting capital proposal is brought to local voters without changes to the Regional Agreement – the outcome at the ballot box could be the same as the January 2024 failed proposal. The terms of the Regional Agreement are absolutely foundational to the communities' consideration of major capital projects.

The following items are the most compelling issues that we are requesting to be addressed:

1. Procedure to modify the agreement.
As noted, any modification to the agreement currently requires unanimous approval which makes any changes to the agreement unrealistic. We would look for the Commission first and foremost to offer an alternative to the current process.
2. Process to appoint members from each community.
Currently the agreement provides for the school committee in each member town to appoint members to the Whittier Vo-Tech School Committee. We would suggest that the appointments of members should originate with local chief elected officials (i.e. City Councils or Select Boards). Further, we would request consideration for a process to remove or recall a school committee member by each local appointing authority.

3. Apportionment of capital costs and operating costs.

Currently operating costs are based on the proportion of each community students attending Whittier, while capital costs are calculated based on the proportion of students residing in a member community enrolled in grades one through twelve. We are suggesting that both operating cost and capital costs be based on a community's student enrollment at Whittier.

4. Revising the process for financing of capital projects.

As written, the Regional Agreement allows for a major capital project (such as constructing a new school) to be proposed, and approved, regionally, without a financing plan. This creates potential for major problems for member communities' overall financial management and operations, and is not acceptable. The Regional Agreement was adopted many years prior to the statewide adoption of Prop. 2 ½ in 1980, and establishes levy limits on a municipality's ability to raise taxes without voter approval of an override. Because this reality isn't reflected in the Regional Agreement, the potential – and perhaps even likelihood – exists that the Whittier region could, by vote, approve a major capital project prior to member communities receiving (or even seeking) a Prop. 2 ½ override or debt exclusion. If, subsequent to approval of a Whittier project, local voters in any of the member communities rejected an override (or debt exclusion), this may well necessitate cuts that that community's local operating budget (for other public purposes, perhaps to include its ability to fund its primary school district) in order to keep the overall tax levy within the levy limit. We see this eventuality as highly problematic, and a direct result of the Regional Agreement's adoption prior to the adoption of Prop. 2 ½, and see that changes to the Regional Agreement will be warranted in order to ensure this does not occur.

5. TBD – any other key points other communities wish to add?

In each of the instances above, our community leaders have thoughts and ideas as to how these matters may best be resolved, and believe that legislative establishment of a Commission would be the most realistic procedural path to bring any such solutions to fruition.

We appreciate your consideration and assistance moving this process forward.

Signed.....list all communities interested in signing on to this.

DRAFT

Town of Merrimac Other Postemployment Benefits Plan

GASB 74 & GASB 75 Actuarial Valuation

With a Valuation Date of July 1, 2023

As of the Measurement Date:
June 30, 2024

For the Reporting Date:
June 30, 2024

Delivered September 26, 2024



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September 26, 2024

Personal and Confidential

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

Dear Ms. McLeod:

We have performed an actuarial valuation of the Town of Merrimac Other Postemployment Benefits Plan for the Reporting Date & Fiscal Year End June 30, 2024 with a Measurement Date of June 30, 2024 and a Valuation Date of July 1, 2023. The figures presented in this report reflect the adoption by the Town of Merrimac, of Statement Nos. 74 and 75 of the Governmental Accounting Standards Board ("GASB 74/75").

The financial results of the actuarial valuation are summarized in the report. The Executive Summaries highlight the results of the valuation. Additional information summarizing census data, actuarial assumptions, claim rates and the methodology for developing them, as well as a glossary of selected terms used in this study, is also included in the report.

All costs, liabilities and other factors under the plan were determined in accordance with generally accepted actuarial principles and procedures. In our opinion, the actuarial assumptions used are reasonable, reflecting the experience of the plan and reasonable expectations and, in combination, represent our best estimate of the anticipated experience under the plan.

We will be pleased to answer any questions that you may have regarding this actuarial valuation report.

Very truly yours,



Parker E. Elmore, ASA, EA, FCA, MAAA
President, CEO & Actuary

September 26, 2024

ACTUARIAL CERTIFICATION

This is to certify that Odyssey Advisors has conducted an actuarial valuation of certain benefit obligations of the Town of Merrimac other postemployment benefit programs with a Valuation Date of July 1, 2023 with a Measurement Date of June 30, 2024 for the Reporting Date & Fiscal Year Ending June 30, 2024 in accordance with Governmental Accounting Standards Board Statement No. 74 & 75 and Actuarial Standards of Practice as issued by the American Academy of Actuaries. The actuarial calculations presented in this report have been made on a basis consistent with our understanding of GASB Statements Numbers 74 & 75 for the determination of the liability for postemployment benefits other than pensions.

The actuarial data is based on the plan benefits verified by the Town and on participant claims or premium data provided by the Town and/or vendors employed by the Town.

The actuarial computations made are for purposes of fulfilling plan accounting requirements. Determinations for purposes other than meeting financial accounting requirements may yield results significantly different than those reported here. As such, additional determinations may be needed for other purposes including determining the benefit security at termination and/or adequacy of the funding of an ongoing plan.

To the best of our knowledge, this report is complete and accurate and, in our opinion, represents the information necessary to comply with GASB Statements Number 74 and 75 with respect to the benefit obligations addressed. The signing actuaries are members of the Society of Actuaries, the American Academy of Actuaries and other professional actuarial organizations and meet their "General Qualification Standards for Statements of Actuarial Opinion" to render the actuarial opinion contained herein. Further, in our opinion, the assumptions as approved by the Town are reasonably related to the experience and expectations of the postemployment benefits programs.



Parker E. Elmore, ASA, EA, FCA, MAAA
President, CEO & Actuary

EXECUTIVE SUMMARY

How did plan liabilities change from FY 23 to FY 24?

Plan Experience

For the year ending on the Measurement Date of June 30, 2024, the Plan saw an experience gain of \$333,826 or 7.79% of the beginning Total OPEB Liability ("TOL"). This was mainly due to higher turnover than expected including a long-service employee who did not elect health coverage on termination and the cessation of coverage by a retiree.

Assumption Changes

Two key assumptions have changed since the prior valuation. The total impact of these assumption changes decreased disclosed liabilities by approximately \$140 thousand, as detailed below.

- ✓ Due to the GASB 75 standards the discount rate has been changed from 6.17% to 6.86% decreasing the disclosed liability by approximately \$280 thousand.
- ✓ Based on ongoing actuarial research, we have modified our assumption for future increases in healthcare costs using the Getzen model to reflect higher costs in the near-term increasing the disclosed liability by approximately \$140 thousand.

It is important to remember that actuarial assumptions or changes in such do not impact the actual cost of the Plan. Rather, they impact the timing of the recognition of such costs.

Investment Experience

- ✓ During the period investments earned approximately \$110 thousand more than expected.

Changes in Benefit Terms

- ✓ The Town moved from Medex 2 to a Medicare Advantage plan. This decreased liabilities by \$700 thousand, which is to be recognized in full immediately.

EXECUTIVE SUMMARY

Recognition Period

- ✓ Changes in assumptions & plan experience are amortized into the net OPEB expense over 7.00 years.
- ✓ Differences between projected & actual earnings on OPEB plan investments are amortized into the net OPEB expense over 5.00 years
- ✓ Changes in benefit terms are to be recognized in full immediately

Events Subsequent to the Measurement Date

To the best of our knowledge there were no material events subsequent to the Measurement Date that would impact the figures shown in this report.

Key Drivers of Plan Liabilities

Several key drivers of plan costs and liabilities are:

- ✓ Premiums for Post 65 (Medicare supplement) plans – represent 67.53% of the total plan liabilities
- ✓ Age at which plan participants retire
- ✓ Percentage of plan participants who elect coverage for themselves and/or a spouse
- ✓ Medical care cost inflation rate – We currently assume medical costs increase according to the Getzen Model of Long-Run Medical Cost Trends for Active and Medicare supplement plans, which includes an assumed 5.00% increase in fiscal year 2024 and an ultimate trend rate of 3.63% in fiscal year 2060.
- ✓ Discount Rate (6.86%) – Higher discount rates yield lower liabilities and vice versa
- ✓ Cost Sharing – Under Massachusetts law you may charge retirees up to 50% of premiums for health insurance

Discount Rate Determinants

- ✓ Employer Current and Future Benefit Payments
- ✓ Municipal Bond Rate – The S&P 20-year high grade municipal bond index was 4.21% as of June 30, 2024.
- ✓ Current Asset Level – The Town had \$2,387,645 of OPEB assets as of June 30, 2024.
- ✓ Future Funding Policy – The Town is expected to contribute the service cost each year.
- ✓ Investment Policy – The Town is expected to earn 6.86% per year on assets based on its investment policy.

EXECUTIVE SUMMARY

Low Default Risk Obligation Measure (LDROM)

For purposes of this LDROM, we have used a discount rate of 4.21% which represents the 20-year municipal bond index while keeping all other assumptions unchanged from the GASB 74/75 disclosures. Based on this, the LDROM Total OPEB Liability is \$4.9 million vs. the \$3.4 million under the GASB 74/75 measure - the reflection of the Town's funding and OPEB Trust Investment policy reduced disclosed liabilities by approximately \$2 million. Please note that the ultimate cost of the plan is the actual benefits paid plus expenses and any changes in assumptions, including discount rate, do not impact the actual cost of the plan.

Medicare Buy-In

Recently, some of our clients have seen substantial cost savings by “buying into” Medicare for retirees who would otherwise be ineligible. To buy into Medicare the Town would need to pay the Medicare Part A premium and the Medicare Part A and B penalties. While the cost to buy into Medicare is significant, it is likely still far less than the cost of the claims that the associated retirees are expected to incur. The Town currently has no retirees or covered spouses who are over the age of 65 and enrolled in an Active medical plan, but it is something you’ll want to monitor to avoid larger OPEB costs than they otherwise would be.

EXECUTIVE SUMMARY

Key Plan Metrics

While an actuarial valuation under GASB 74/75 can be very complex with many variables, we find it helpful to look at several key metrics (shown below) to better allow you to manage your plan.

Representative Plan Statistics		
Valuation Date	July 1, 2023	July 1, 2021
Measurement Date & Period Ending	June 30, 2024	June 30, 2023
Reporting Date/Fiscal Year End	June 30, 2024	June 30, 2023
Total OPEB Liability	3,401,198	4,282,682
Per Eligible Active Plan Participant	38,325	62,022
Per Retiree/Spouse Plan Participant	42,372	58,923
Total Annual Service Cost (Annual Benefit Accrual)	149,412	142,942
Per Eligible Active Plan Participant	2,490	2,803
Expected Employer Share of Retiree Costs	131,073	132,252
Per Retiree/Spouse Plan Participant	5,041	6,961
Net OPEB Liability as a % of Covered Payroll	23.53%	58.02%

EXECUTIVE SUMMARY

Liabilities & Benefit Payments in Today's Dollars

With the growth of medical care costs over time, the nominal accrued liabilities ("TOL") and benefit payments can appear daunting. However, it is important to remember that a dollar paid in the future is worth less than a dollar paid today.

For the Period Ending on the Measurement Date of:	Number of Retirees, Spouses, & Surviving Spouses	Total OPEB Liability	Present Value at 3.00% of Total OPEB Liability	Employer Share of Premiums/Claims Including "Implicit Cost"	Present Value at 3.00% of Employer Share of Premiums / Claims Including "Implicit Cost"
June 30, 2024	26	3,401,198	3,401,198	131,073	131,073
June 30, 2029	34	4,383,988	3,781,667	231,437	199,640
June 30, 2034	40	5,682,728	4,228,483	193,425	143,926
June 30, 2039	44	7,270,686	4,666,777	334,833	214,917
June 30, 2044	44	9,057,375	5,014,849	436,607	241,739
June 30, 2049	46	10,979,339	5,243,793	585,856	279,808
June 30, 2054	47	13,281,699	5,471,884	691,523	284,898

EXECUTIVE SUMMARY

Continuing OPEB Disclosures

In addition to pension benefits, municipal entities may provide retired employees with healthcare and life insurance benefits. The portion of the cost of such benefit paid by these entities is generally provided on a pay-as-you-go basis.

The pay-as-you-go costs to the Town for such benefits for the most recent years is as follows:

<u>Fiscal Year Ending</u>	<u>Cost</u>
June 30, 2025 (Projected)	145,254
June 30, 2024	131,073
June 30, 2023	132,252
June 30, 2022	145,063
June 30, 2021	102,971
June 30, 2020	105,264

The Town performs actuarial valuations of its non-pension post-employment benefits liability in accordance with GASB reporting requirements. As of the June 30, 2024 Measurement Date the Net OPEB Liability ("NOL") was determined to be \$1,013,553 assuming a discount rate of 6.86%. The Town has established an OPEB Trust and plans to fund this liability. The Town is expected to contribute the service cost each year. The balance of this fund as of June 30, 2024 was \$2,387,645. See the Town's audit reports for additional information.

PRINCIPAL RESULTS OF THE VALUATION

Town of Merrimac

Assuming Funding - 6.86% discount rate

Comparison of Plan Liabilities to Prior Valuation

Valuation Date	July 1, 2023	July 1, 2021
For the Measurement Period ending on the Measurement Date of:	June 30, 2024	June 30, 2023
For the Reporting Period & Fiscal Year ending on:	June 30, 2024	June 30, 2023
I. Total OPEB Liability		
A. Actives	2,299,522	3,163,140
B. Retirees/Disabled	<u>1,101,676</u>	<u>1,119,542</u>
C. Total	3,401,198	4,282,682
II. Fiduciary Net Position [Plan Assets]	2,387,645	2,126,409
III. Net OPEB Liability (Asset) [I. - II.]	1,013,553	2,156,273
IV. Funded Ratio [II. / I.]	70.20%	49.65%
V. Number of Eligible Participants		
A. Actives	60	51
B. Retirees/Disabled & Dependents	<u>26</u>	<u>19</u>
C. Total	86	70
VI. Service Cost	149,412	142,942
VII. Financial Statement Expense/(Income)	(500,643)	280,923
VIII. Employer OPEB Trust (Contribution)/Withdrawal	(20,000)	(200,000)
IX. Deferred Inflow of Resources	(766,752)	(440,399)
X. Deferred Outflow of Resources	307,735	472,386
XI. Money Weighted Rate of Return	11.26%	7.89%
XII. 20-year Municipal Bond Rate (SAPIHG)	4.21%	4.13%
XIII. Expected Long Term Rate of Return (Net of Expense)	6.86%	6.17%
XIV. Crossover Year	N/A	N/A
XV. Discount Rate	6.86%	6.17%

PRINCIPAL RESULTS OF THE VALUATION

Town of Merrimac Plan Liabilities as of the June 30, 2024 Measurement Date

	Town Employees and Retirees	Public Safety Employees and Retirees	Sewer Enterprise Employees and Retirees	Water Enterprise Employees and Retirees	Total
I. Total OPEB Liability					
A. Actives	1,102,488	1,000,429	39,214	157,391	2,299,522
B. Retirees/Disabled	<u>770,859</u>	<u>163,643</u>	<u>35,237</u>	<u>131,937</u>	<u>1,101,676</u>
C. Total	1,873,347	1,164,072	74,451	289,328	3,401,198
II. Fiduciary Net Position [Plan Assets]	1,158,500	719,876	312,192	197,077	2,387,645
III. Net OPEB Liability (Asset) [I. - II.]	714,847	444,196	(237,741)	92,251	1,013,553
For the Reporting Date and Fiscal Year Ending June 30, 2024					
IV. Service Cost	58,662	77,355	6,981	6,414	149,412
V. Financial Statement Expense/(Income)	(293,055)	(138,175)	(20,686)	(48,727)	(500,643)
VI. Employer Share of Costs	(70,774)	(52,071)	(8,219)	(9)	(131,073)
VII. Employer OPEB Trust (Contribution)/Withdrawal	0	0	(10,000)	(10,000)	(20,000)
VIII. Total Employer Contribution [VI. + VII.]	(70,774)	(52,071)	(18,219)	(10,009)	(151,073)

PRINCIPAL RESULTS OF THE VALUATION

CURRENT FUNDING POLICY (OPEN GROUP)

Funding - 6.86% discount rate

For the Fiscal Year	Period Ending on the Measurement Date of:	I. Total OPEB Liability ("TOL") as of Measurement Date	II. Fiduciary Net Position as of Measurement Date with an expected 6.86% return	III. Net OPEB Liability (Asset) [I. - II.]	IV. Funded Ratio [II. / I.]	V. Service Cost	VI. Employer Share of Benefit Payments (With Implicit Cost)	VII. Trust Contributions Beyond Pay-as-you-go	VIII. Gross Trust Contributions [VI. + VII.]	IX. Benefit Payments Reimbursed from the Trust	X. Administrative & Investment Expenses Reimbursed from the Trust	XI. Total Employer Payments Less Reimbursements [VIII. - IX. - X.]
2024	June 30, 2024	3,401,198	2,387,645	1,013,553	70.20%	149,412	131,073	20,000	151,073	131,073	0	20,000
2025	June 30, 2025	3,606,786	2,669,863	936,923	74.02%	114,561	145,254	114,561	259,815	145,254	0	114,561
2026	June 30, 2026	3,799,070	2,975,522	823,548	78.32%	118,509	172,051	118,509	290,560	172,051	0	118,509
2027	June 30, 2027	3,991,425	3,306,708	684,717	82.85%	122,919	191,657	122,919	314,576	191,657	0	122,919
2028	June 30, 2028	4,189,829	3,664,953	524,876	87.47%	127,117	202,458	127,117	329,575	202,458	0	127,117
2029	June 30, 2029	4,383,988	4,053,852	330,136	92.47%	132,997	231,437	132,997	364,434	231,437	0	132,997
2030	June 30, 2030	4,602,144	4,474,836	127,308	97.23%	138,227	219,247	138,227	357,474	219,247	0	138,227
2031	June 30, 2031	4,842,652	4,930,077	(87,425)	101.81%	143,429	210,656	143,429	354,085	210,656	0	143,429
2032	June 30, 2032	5,100,236	5,203,043	(102,807)	102.02%	149,634	212,743	(63,109)	149,634	212,743	0	(63,109)
2033	June 30, 2033	5,374,981	5,500,002	(125,021)	102.33%	154,051	212,064	(58,013)	154,051	212,064	0	(58,013)
2034	June 30, 2034	5,682,728	5,842,850	(160,122)	102.82%	160,097	193,425	(33,328)	160,097	193,425	0	(33,328)
2035	June 30, 2035	5,993,591	6,190,522	(196,931)	103.29%	165,162	216,575	(51,413)	165,162	216,575	0	(51,413)
2036	June 30, 2036	6,306,996	6,538,861	(231,865)	103.68%	173,524	247,364	(73,840)	173,524	247,364	0	(73,840)
2037	June 30, 2037	6,623,585	6,890,342	(266,757)	104.03%	180,332	274,249	(93,917)	180,332	274,249	0	(93,917)
2038	June 30, 2038	6,952,326	7,257,937	(305,611)	104.40%	187,196	288,850	(101,654)	187,196	288,850	0	(101,654)
2039	June 30, 2039	7,270,686	7,609,844	(339,158)	104.66%	193,609	334,833	(141,224)	193,609	334,833	0	(141,224)
2040	June 30, 2040	7,604,257	7,981,023	(376,766)	104.95%	201,615	347,549	(145,934)	201,615	347,549	0	(145,934)
2041	June 30, 2041	7,954,687	8,375,006	(420,319)	105.28%	208,959	357,465	(148,506)	208,959	357,465	0	(148,506)
2042	June 30, 2042	8,315,104	8,782,227	(467,123)	105.62%	216,478	378,323	(161,845)	216,478	378,323	0	(161,845)
2043	June 30, 2043	8,685,991	9,203,754	(517,763)	105.96%	223,954	398,984	(175,030)	223,954	398,984	0	(175,030)
2044	June 30, 2044	9,057,375	9,624,258	(566,883)	106.26%	232,614	436,607	(203,993)	232,614	436,607	0	(203,993)
2045	June 30, 2045	9,433,942	10,052,134	(618,192)	106.55%	239,650	464,416	(224,766)	239,650	464,416	0	(224,766)
2046	June 30, 2046	9,816,923	10,486,713	(669,790)	106.82%	249,219	495,896	(246,677)	249,219	495,896	0	(246,677)
2047	June 30, 2047	10,188,960	10,903,977	(715,017)	107.02%	257,770	550,036	(292,266)	257,770	550,036	0	(292,266)
2048	June 30, 2048	10,574,979	11,338,803	(763,824)	107.22%	267,000	569,967	(302,967)	267,000	569,967	0	(302,967)
2049	June 30, 2049	10,979,339	11,797,233	(817,894)	107.45%	276,867	585,856	(308,989)	276,867	585,856	0	(308,989)
2050	June 30, 2050	11,391,236	12,263,966	(872,730)	107.66%	286,915	618,294	(331,379)	286,915	618,294	0	(331,379)
2051	June 30, 2051	11,826,388	12,761,542	(935,154)	107.91%	297,328	629,844	(332,516)	297,328	629,844	0	(332,516)
2052	June 30, 2052	12,296,392	13,296,177	(999,785)	108.13%	308,659	638,345	(329,686)	308,659	638,345	0	(329,686)
2053	June 30, 2053	12,784,736	13,865,741	(1,081,005)	108.46%	319,510	650,886	(331,376)	319,510	650,886	0	(331,376)
2054	June 30, 2054	13,281,699	14,445,315	(1,163,616)	108.76%	332,033	691,523	(359,490)	332,033	691,523	0	(359,490)

EXHIBIT A

FINANCIAL STATEMENT DISCLOSURES (As of the June 30, 2024 Measurement Date)

The GASB Standards for accounting and financial reporting for postemployment benefits other than pensions require the following disclosures in the financial statements:

1. OPEB Expense Development

Components of the Town's OPEB Expenses for the Fiscal Year Ending June 30, 2024	
Description	Amount
I. Service Cost	149,412
II. Interest on Total OPEB Liability (Asset), Service Cost, and Benefit Payments	269,477
III. Deferred (Inflows)/Outflows from Plan Experience*	(138,904)
IV. Deferred (Inflows)/Outflows from Changes of Assumptions*	52,033
V. Projected Earnings on OPEB Plan Investments	(131,906)
VI. Deferred (Inflows)/Outflows from Earnings on Plan Investments**	(4,036)
VII. OPEB Plan Administrative Expense	0
VIII. Other Changes in Fiduciary Net Position	0
IX. Financial Statement Expense/(Income) Prior to Plan Design Changes [I. + II.+ ... + VII. + VIII.]	196,076
X. Expense Related to Change in Benefit Terms***	(696,719)
XI. Financial Statement Expense/(Income) [IX. + X.]	(500,643)

* Amortized over 7.00 years

** Amortized over 5.00 years

*** Recognized Immediately

EXHIBIT A

FINANCIAL STATEMENT DISCLOSURES

(As of the June 30, 2024 Measurement Date)

2. Changes in Net OPEB Liability

Changes in Net OPEB Liability			
	Increase (Decrease)		
	Total OPEB Liability	Plan Fiduciary Net Position	Net OPEB Liability
I. Balances for the June 30, 2023 Reporting Date	4,282,682	2,126,409	2,156,273
II. Prior Period Adjustment	0	0	0
III. Balances for the June 30, 2023 Reporting Date with Adjustment [I. + II.]	4,282,682	2,126,409	2,156,273
Changes for the year:			
IV. Service Cost	149,412	0	149,412
V. Interest on Total OPEB Liability, Service Cost, and Benefit Payments	269,477	0	269,477
VI. Changes in Benefit Terms *	(696,719)	0	(696,719)
VII. Change in Assumptions **	(138,755)	0	(138,755)
VIII. Differences Between Actual and Expected Experience **	(333,826)	0	(333,826)
IX. Net Investment Income	0	241,236	(241,236)
X. Employer Contributions to Trust	0	151,073	(151,073)
XI. Benefit Payments Withdrawn from Trust	0	(131,073)	131,073
XII. Benefit Payments Excluding Implicit Cost	(103,031)	0	(103,031)
XIII. Implicit Cost Amount	(28,042)	0	(28,042)
XIV. Total Benefit Payments Including Implicit Cost [XII. + XIII.]	(131,073)	0	(131,073)
XV. Administrative Expense	0	0	0
XVI. Other Charges	0	0	0
XVII. Net Changes [IV.+V.+VI.+VII.+VIII.+IX.+X.+XI.+XIV.+XV.+XVI.]	(881,484)	261,236	(1,142,720)
XVIII. Balances for the June 30, 2024 Reporting Date [III.+XVII.]	3,401,198	2,387,645	1,013,553

* Recognized Immediately

** Amortized over 7.00 years

EXHIBIT A

FINANCIAL STATEMENT DISCLOSURES

(As of the June 30, 2024 Measurement Date)

3. Changes in Net OPEB Expense

Deferred (Inflows)/Outflows in OPEB Expense Arising from the Recognition of the Effects of Differences Between Expected & Actual Experience									
Fiscal Year	Differences Between Actual & Expected Experience	Recognition Period (Years)	Remaining Balance	2024	2025	2026	2027	2028	2029
2017									
2018	84,853	5.68	0						
2019	0	5.68	0	0					
2020	(106,476)	7.00	(30,421)	(15,211)	(15,211)	(15,210)			
2021	0	7.00	0	0	0	0	0		
2022	(532,026)	7.00	(304,014)	(76,004)	(76,004)	(76,004)	(76,004)	(76,002)	
2023	0	7.00	0	0	0	0	0	0	0
2024	(333,826)	7.00	(286,137)	(47,689)	(47,689)	(47,689)	(47,689)	(47,689)	(47,689)
2025									
2026									
Total Remaining Balance			(620,572)						
Net increase (decrease) in OPEB Expense				(138,904)	(138,904)	(138,903)	(123,693)	(123,691)	(47,689)

Deferred (Inflows)/Outflows in OPEB Expense Arising from the Recognition of the Effects of Changes in Assumptions									
Fiscal Year	Differences from Changes in Actuarial Assumptions	Recognition Period (years)	Remaining Balance	2024	2025	2026	2027	2028	2029
2017									
2018	0	5.68	0						
2019	0	5.68	0	0					
2020	(34,417)	7.00	(9,832)	(4,917)	(4,917)	(4,915)			
2021	0	7.00	0	0	0	0	0		
2022	532,925	7.00	304,529	76,132	76,132	76,132	76,132	76,133	
2023	4,486	7.00	3,206	640	640	640	640	640	646
2024	(138,755)	7.00	(118,933)	(19,822)	(19,822)	(19,822)	(19,822)	(19,822)	(19,822)
2025									
2026									
Total Remaining Balance			178,970						
Net increase (decrease) in OPEB Expense				52,033	52,033	52,035	56,950	56,951	(19,176)

EXHIBIT A

FINANCIAL STATEMENT DISCLOSURES

(As of the June 30, 2024 Measurement Date)

3. Changes in Net OPEB Expense (Continued)

Deferred (Inflows)/Outflows in OPEB Expense Arising from the Recognition of Differences Between Projected & Actual Earnings on OPEB Plan Investments									
Fiscal Year	Differences Between Actual & Expected Earnings	Recognition Period (years)	Remaining Balance	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>
2017									
2018	57,927	5.00	0						
2019	(49,123)	5.00	0						
2020	66,170	5.00	0	13,234					
2021	(334,695)	5.00	(66,939)	(66,939)	(66,939)				
2022	388,065	5.00	155,226	77,613	77,613	77,613			
2023	(30,394)	5.00	(18,238)	(6,078)	(6,078)	(6,078)	(6,082)		
2024	(109,330)	5.00	(87,464)	(21,866)	(21,866)	(21,866)	(21,866)	(21,866)	
2025									
2026									
Total Remaining Balance			(17,415)						
Net increase (decrease) in OPEB Expense				(4,036)	(17,270)	49,669	(27,948)	(21,866)	0

EXHIBIT A

FINANCIAL STATEMENT DISCLOSURES (As of the June 30, 2024 Measurement Date)

3. Changes in Net OPEB Expense (Continued)

Statement of (Inflows) & Outflows Arising from Current & Prior Reporting Periods for the Measurement Period Ending on June 30, 2024 to be Reported for the Fiscal Year Ending June 30, 2024			
	Deferred Outflows of Resources	Deferred Inflows of Resources	Total
I. Contributions Made Subsequent to the Measurement Date	0	0	0
II. Differences Between Actual & Expected Experience	0	(620,572)	(620,572)
III. Changes of Assumptions	307,735	(128,765)	178,970
IV. Net Difference Between Projected & Actual Earnings on OPEB Plan Investments	0	(17,415)	(17,415)
VI. Total [I. + II. + III. + IV.]	307,735	(766,752)	(459,017)

EXHIBIT A

FINANCIAL STATEMENT DISCLOSURES

(As of the June 30, 2024 Measurement Date)

3. Changes in Net OPEB Expense (Continued)

Annual Amortization of Deferred (Inflows) & Outflows	
The balance of deferred (inflows) & outflows as of the Reporting Date of June 30, 2024 will be recognized in future years as shown below.	
Year ending June 30:	
2025	(104,141)
2026	(37,199)
2027	(94,691)
2028	(88,606)
2029	(66,865)
Thereafter	(67,515)

4. Discount Rate

The discount rate used to measure the Total OPEB liability was 6.86% as of June 30, 2024 and 6.17% as of June 30, 2023. The projection of cash flows used to determine the discount rate assumed that contributions will be made in accordance with the Town's funding policy. Based on these assumptions, the OPEB Plan's Fiduciary Net Position is projected to be sufficient to make all projected benefit payments to current plan members. Therefore, the long-term expected rate of return on the OPEB Plan assets was applied to all projected future benefits payments.

EXHIBIT A

FINANCIAL STATEMENT DISCLOSURES

(As of the June 30, 2024 Measurement Date)

5. Funding Policy

The contribution requirements of plan members and the Town are established and may be amended through Town ordinances. For the period ending on the June 30, 2024 Measurement Date, total Town premiums plus implicit costs for the retiree medical program were \$131,073. The Town also contributed \$20,000 to an OPEB Trust for a total contribution during the measurement period of \$151,073 to be reported on the financial statement for the fiscal year ending June 30, 2024.

6. Investment Policy

The chart below shows how the long-term rate of return on assets is developed based on the Town's Investment Policy.

Investment Target Allocation & Expected Long-Term Real Rate of Return			
Asset Class	Target Allocation	Asset Class	Long-Term Expected Real Rate of Return*
Domestic Equity - Large Cap	32.00%	Domestic Equity - Large Cap	4.91%
Domestic Equity - Small/Mid Cap	10.25%	Domestic Equity - Small/Mid Cap	5.29%
International Equity - Developed Market	13.00%	International Equity - Developed Market	5.32%
International Equity - Emerging Market	6.75%	International Equity - Emerging Market	6.13%
Dom Fixed	20.75%	Dom Fixed	2.30%
International Fixed Income	3.50%	International Fixed Income	2.02%
Alternatives	10.25%	Alternatives	6.35%
Real Estate	3.00%	Real Estate	6.25%
Cash	0.50%	Cash	0.00%
Total	100.00%		
		I. Real Rate of Return	4.61%
		II. Inflation Assumption	2.50%
		III. Total Nominal Return [I. + II.]	7.11%
		IV. Investment Expense	0.25%
		V. Net Investment Return* [III.-IV.]	6.86%

* Mean Geometric Returns based on 2023 Horizon Survey of Capital Market Assumptions

EXHIBIT A

FINANCIAL STATEMENT DISCLOSURES

(As of the June 30, 2024 Measurement Date)

7. Schedule of The Town's Contributions

For the Fiscal Year Ending	Actuarial Determined Contribution	Contributions in Relation to the Actuarially Determined Contribution	Contribution Deficiency (Excess)	Covered Employee Payroll	Contributions as a Percentage of Covered Employee Payroll
June 30, 2024	204,190	(151,073)	53,117	4,307,522	3.51%
June 30, 2023	250,743	(332,252)	(81,509)	3,716,465	8.94%
June 30, 2022	233,079	(260,063)	(26,984)	3,950,032	6.58%
June 30, 2021	210,975	(227,417)	(16,442)	3,079,270	7.39%
June 30, 2020	272,616	(222,864)	49,752	3,083,237	7.23%
June 30, 2019	284,204	(232,997)	51,207	2,400,727	9.71%
June 30, 2018	285,690	(326,359)	(40,669)	3,859,621	8.46%
June 30, 2017	285,996	(455,335)	(169,339)	2,345,155	19.42%

EXHIBIT A

FINANCIAL STATEMENT DISCLOSURES

(As of the June 30, 2024 Measurement Date)

8. Effect of 1% Change in Healthcare Trend

<u>Impact of a 1% Change in the Healthcare Trend Rate on NOL as of the June 30, 2024 Measurement Date</u>			
	<u>1% Decrease</u>	<u>Current Trend Rate</u>	<u>1% Increase</u>
Net OPEB Liability (Asset)	581,731	1,013,553	1,548,280

9. Effect of 1% Change in Discount Rates

<u>Impact of a 1% Change in the Discount Rate on NOL as of the June 30, 2024 Measurement Date</u>			
		<u>Current Discount Rate</u>	
	<u>1% Decrease</u>	<u>6.86%</u>	<u>1% Increase</u>
Net OPEB Liability (Asset)	1,473,846	1,013,553	633,925

EXHIBIT A

FINANCIAL STATEMENT DISCLOSURES

(As of the June 30, 2024 Measurement Date)

10. Money Weighted Rate of Return

	Plan Investments / Net External Cash Flows	Periods Invested	Period Weight
I. Beginning value - June 30, 2023	2,126,409	12	1.0000
Monthly net external cash flows:			
July	0	11	0.9167
August	20,000	10	0.8333
September	0	9	0.7500
October	0	8	0.6667
November	0	7	0.5833
December	0	6	0.5000
January	0	5	0.4167
February	0	4	0.3333
March	0	3	0.2500
April	0	2	0.1667
May	0	1	0.0833
<u>June</u>	<u>0</u>	<u>0</u>	<u>0.0000</u>
II. Total net external cash flow	20,000		
III. Earnings and increase in fair value	241,236		
IV. Ending value - June 30, 2024 [I.+II.+III.]	2,387,645		
V. Receivable Contributions	0		
Plan Asset Value - June 30, 2024 [IV.+V.]	2,387,645		
Money Weighted Rate of Return	11.26%		

EXHIBIT A
FINANCIAL STATEMENT DISCLOSURES
(As of the June 30, 2024 Measurement Date)

11. OPEB Liability, OPEB Expense

	Fiscal Year Ending June 30, 2024				
	Town Employees and Retirees	Public Safety Employees and Retirees	Sewer Enterprise Employees and Retirees	Water Enterprise Employees and Retirees	Total
I. Total OPEB Liability as of June 30, 2024	1,873,347	1,164,072	74,451	289,328	3,401,198
II. Fiduciary Net Position as of June 30, 2024	1,158,500	719,876	312,192	197,077	2,387,645
III. Net OPEB Liability (Asset) as of June 30, 2024 [I. - II.]	714,847	444,196	(237,741)	92,251	1,013,553
IV. Service Cost	58,662	77,355	6,981	6,414	149,412
V. Interest on Total OPEB Liability (Asset), Service Cost, and Benefit Payments	146,267	93,962	6,496	22,752	269,477
VI. Projected Earnings on OPEB Plan Investments	(64,167)	(39,924)	(16,922)	(10,893)	(131,906)
VII. Net Recognition of Deferred (Inflows)/Outflows	(50,071)	(31,113)	(1,990)	(7,733)	(90,907)
VIII. OPEB Plan Administrative Expense	0	0	0	0	0
IX. Expense Related to Change in Benefit Terms	(383,746)	(238,455)	(15,251)	(59,267)	(696,719)
X. Financial Statement Expense/(Income) [IV. + V. + ... + VIII. + IX.]	(293,055)	(138,175)	(20,686)	(48,727)	(500,643)
XI. Employer Share of Costs	(70,774)	(52,071)	(8,219)	(9)	(131,073)
XII. Employer (Payments) Withdrawals to/from OPEB Trust	0	0	(10,000)	(10,000)	(20,000)
XIII. Total Employer Contribution [XI. + XII.]	(70,774)	(52,071)	(18,219)	(10,009)	(151,073)
XIV. Net OPEB Expense/(Income) [X. + XIII.]	(363,829)	(190,246)	(38,905)	(58,736)	(651,716)

FINANCIAL STATEMENT DISCLOSURES

(As of the June 30, 2024 Measurement Date)

12. OPEB Liability, OPEB Expense and Deferred Inflow/Outflow

Valuation Date	July 1, 2023
For the Measurement Period ending on the Measurement Date of:	June 30, 2024
For the Reporting Period & Fiscal Year ending on:	June 30, 2024

Source of Deferred Inflow/Outflow	
I. Deferred (Inflow)/Outflow from Actual vs. Expected Experience	(620,572)
II. Deferred (Inflow)/Outflow from Investment Experience	(17,415)
III. Deferred (Inflow)/Outflow from Changes in Assumptions	178,970

Change in Deferred Inflow/Outflow	
I. Deferred Outflow at the beginning of the period	630,580
II. Deferred Outflow created during the period	0
III. Deferred Outflow recognized during the period	167,619
IV. Change in Deferred Outflow (II. - III.)	(167,619)
V. Deferred Outflow at end of the period (I. + IV.)	462,961
VI. Deferred Inflow at the beginning of the period	(598,593)
VII. Deferred Inflow created during the period	(581,911)
VIII. Deferred Inflow recognized during the period	(258,526)
IX. Change in Deferred Inflow (VII. - VIII.)	(323,385)
X. Deferred Inflow at end of the period (VI. + IX.)	(921,978)

Net OPEB Liability	
I. Net OPEB Liability at beginning of period	2,156,273
II. Service Cost	149,412
III. Interest on Total OPEB Liability, Service Cost, and Payments	269,477
IV. Projected Investment Income	(131,906)
V. OPEB Plan Administrative Expense	0
VI. Total Employer Contributions	(151,073)
VII. Expense Related to Change in Benefit Terms	(696,719)
VIII. Net OPEB Expense/(Income) - Before Recognition of Deferred (Inflow)/Outflow (II. + III. + ... + VI. + VII.)	(560,809)
IX. Deferred Outflow created during the period	0
X. Deferred Inflow created during the period	(581,911)
XI. Net OPEB Liability at end of period (I. + VIII. + IX. + X.)	1,013,553

Net OPEB Expense	
I. Service Cost	149,412
II. Interest on Total OPEB Liability, Service Cost, and Payments	269,477
III. Projected Investment Income	(131,906)
IV. Recognition of Deferred (Inflow)/Outflow	(90,907)
V. OPEB Plan Administrative Expense	0
VI. Expense Related to Change in Benefit Terms	(696,719)
VII. Financial Statement Expense/(Income) (I. + II. + III. + IV. + V. + VI.)	(500,643)
VIII. Benefit Payments	(131,073)
IX. Contributions to Trust	(20,000)
X. Total Employer Payments (VIII. + IX.)	(151,073)
XI. Total Net OPEB Expense/(Income) under GASB 75 (IX. + X.)	(651,716)

REQUIRED SUPPLEMENTARY INFORMATION
(As of the June 30, 2024 Measurement Date)

Schedule of Changes in the Town's Net OPEB Liability and Related Ratios					
Valuation Date	July 1, 2023	July 1, 2021	July 1, 2021	July 1, 2019	July 1, 2019
Measurement Date	June 30, 2024	June 30, 2023	June 30, 2022	June 30, 2021	June 30, 2020
For the Reporting Period & Fiscal Year Ending on:	June 30, 2024	June 30, 2023	June 30, 2022	June 30, 2021	June 30, 2020
Total OPEB Liability	3,401,198	4,282,682	4,011,899	3,777,336	3,530,931
I. Service Cost	149,412	142,942	120,443	98,735	95,655
II. Interest on Total OPEB Liability, Service Cost, and Benefit Payments	269,477	255,607	258,284	233,583	226,104
III. Changes in Benefit Terms	(696,719)	0	0	0	0
IV. Difference Between Expected & Actual Plan Experience	(333,826)	0	(532,026)	17,058	(147,902)
V. Changes of Assumptions	(138,755)	4,486	532,925	0	(34,417)
VI. Benefit Payments Excluding Implicit Cost	(103,031)	(91,427)	(77,363)	(85,348)	(80,146)
VII. Implicit Cost Amount	(28,042)	(40,825)	(67,700)	(17,623)	(25,118)
VIII. Total Benefit Payments	(131,073)	(132,252)	(145,063)	(102,971)	(105,264)
IX. Other	0	0	0	0	0
X. Net Change in OPEB Liability [I.+II.+III.+IV.+V.+VIII.+IX.]	(881,484)	270,783	234,563	246,405	34,176
XI. Total OPEB Liability - Beginning of Period	4,282,682	4,011,899	3,777,336	3,530,931	3,496,755
XII. Prior Period Adjustment	0	0	0	0	0
XIII. Total OPEB Liability - Beginning of Period with Adjustment [XI.+XII.]	4,282,682	4,011,899	3,777,336	3,530,931	3,496,755
XIV. Total OPEB Liability - End of Period [XII.+XIII.]	3,401,198	4,282,682	4,011,899	3,777,336	3,530,931
Plan Fiduciary Net Position	2,387,645	2,126,409	1,779,584	1,929,508	1,425,914
XV. Earnings from Plan Investments	241,236	146,825	(264,924)	379,148	34,029
XVI. Employer Contribution to Trust	151,073	332,252	260,063	227,417	222,864
XVII. Benefit Payments from Trust, Including Refunds of Member Contributions	(131,073)	(132,252)	(145,063)	(102,971)	(105,264)
XVIII. Administrative Expense	0	0	0	0	0
XIX. Other	0	0	0	0	0
XX. Net Change in Plan Fiduciary Net Position [XV.+XVI.+XVII.+XVIII.+XIX.]	261,236	346,825	(149,924)	503,594	151,629
XXI. Plan Fiduciary Net Position - Beginning of Period	2,126,409	1,779,584	1,929,508	1,425,914	1,274,285
XXII. Prior Period Adjustment	0	0	0	0	0
XXIII. Plan Fiduciary Net Position - Beginning of Period with Adjustment [XXI.+XXII.]	2,126,409	1,779,584	1,929,508	1,425,914	1,274,285
XXIV. Plan Fiduciary Net Position - End of Period [XXII.+XXIII.]	2,387,645	2,126,409	1,779,584	1,929,508	1,425,914
XXV. Net OPEB Liability [XIV.-XXIV.]	1,013,553	2,156,273	2,232,315	1,847,828	2,105,017
XXVI. Plan Fiduciary Net Position as % of Total OPEB Liability [XXIV./XIV.]	70.20%	49.65%	44.36%	55.54%	43.82%
XXVII. Covered Employee Payroll	4,307,522	3,716,465	3,950,032	3,079,270	3,083,237
XXVIII. Plan NOL as % of Covered Employee Payroll [XXV./XXVII.]	23.53%	58.02%	61.87%	50.87%	61.91%
Single Discount Rate to Calculate Plan Liabilities	6.86%	6.17%	6.25%	6.75%	6.75%

EXHIBIT B

REQUIRED SUPPLEMENTARY INFORMATION

(As of the June 30, 2024 Measurement Date)

Schedule of Changes in the Town's Net OPEB Liability and Related Ratios			
Valuation Date	July 1, 2017	July 1, 2017	July 1, 2015
Measurement Date	June 30, 2019	June 30, 2018	June 30, 2017
For the Reporting Period & Fiscal Year Ending on:	June 30, 2019	June 30, 2018	June 30, 2017
Total OPEB Liability	3,496,755	3,748,132	3,082,010
I. Service Cost	109,903	116,018	94,549
II. Interest on Total OPEB Liability, Service Cost, and Benefit Payments	213,286	232,873	220,885
III. Changes in Benefit Terms	0	0	0
IV. Difference Between Expected & Actual Plan Experience	11,345	(13,775)	194,887
V. Changes of Assumptions	0	0	0
VI. Benefit Payments Excluding Implicit Cost	(106,958)	(100,690)	N/A
VII. Implicit Cost Amount	(10,039)	(4,912)	N/A
VIII. Total Benefit Payments	(116,997)	(105,602)	(198,835)
IX. Other	0	0	0
X. Net Change in OPEB Liability [I.+II.+III.+IV.+V.+VIII.+IX.]	217,537	229,514	311,486
XI. Total OPEB Liability - Beginning of Period	3,279,218	3,518,618	2,770,524
XII. Prior Period Adjustment	0	0	0
XIII. Total OPEB Liability - Beginning of Period with Adjustment [XI.+XII.]	3,279,218	3,518,618	2,770,524
XIV. Total OPEB Liability - End of Period [XII.+XIII.]	3,496,755	3,748,132	3,082,010
Plan Fiduciary Net Position	1,274,285	1,388,414	891,837
XV. Earnings from Plan Investments	62,292	51,876	53,866
XVI. Employer Contribution to Trust	232,997	326,359	455,335
XVII. Benefit Payments from Trust, Including Refunds of Member Contributions	(116,997)	(105,602)	(198,835)
XVIII. Administrative Expense	0	0	0
XIX. Other	0	0	0
XX. Net Change in Plan Fiduciary Net Position [XV.+XVI.+XVII.+XVIII.+XIX.]	178,292	272,633	310,366
XXI. Plan Fiduciary Net Position - Beginning of Period	1,095,993	1,115,781	581,471
XXII. Prior Period Adjustment	0	0	0
XXIII. Plan Fiduciary Net Position - Beginning of Period with Adjustment [XXI.+XXII.]	1,095,993	1,115,781	581,471
XXIV. Plan Fiduciary Net Position - End of Period [XXII.+XXIII.]	1,274,285	1,388,414	891,837
XXV. Net OPEB Liability [XIV.-XXIV.]	2,222,470	2,359,718	2,190,173
XXVI. Plan Fiduciary Net Position as % of Total OPEB Liability [XXIV./XIV.]	40.13%	37.04%	31.71%
XXVII. Covered Employee Payroll	2,400,727	3,859,621	2,345,155
XXVIII. Plan NOL as % of Covered Employee Payroll [XXV./XXVII.]	78.38%	61.14%	82.67%
Single Discount Rate to Calculate Plan Liabilities	6.50%	6.50%	6.50%

EXHIBIT B

REQUIRED SUPPLEMENTARY INFORMATION

(As of the June 30, 2024 Measurement Date)

The Town's Actuarially Determined Contribution (ADC) is an amount actuarially determined in accordance with the parameters of GASB Statement No. 74/75 which is composed of the service cost and an amortization of the unfunded liability. For FY 2024 and future years we have used a 30-year amortization increasing by 3.00% per year of the Town's unfunded liability for the purpose of calculating ADC. The following table shows the components of the Town's annual ADC and the amount actually contributed to the plan:

Actuarially Determined Contribution - Deficiency / (Excess)					
For the Fiscal Year Ending:	<u>June 30, 2024</u>	<u>June 30, 2023</u>	<u>June 30, 2022</u>	<u>June 30, 2021</u>	<u>June 30, 2020</u>
I. Service Cost	149,412	142,942	120,443	98,735	95,655
II. 30 Year Amortization of NOL Increasing by 3.00% per year	<u>54,778</u>	<u>107,801</u>	<u>112,636</u>	<u>112,240</u>	<u>176,961</u>
III. Actuarial Determined Contribution [I. + II.]	204,190	250,743	233,079	210,975	272,616
IV. Contributions in Relation to the Actuarially Determined Contribution	<u>(151,073)</u>	<u>(332,252)</u>	<u>(260,063)</u>	<u>(227,417)</u>	<u>(222,864)</u>
V. Contribution Deficiency / (Excess) [III. + IV.]	53,117	(81,509)	(26,984)	(16,442)	49,752
Covered Employee Payroll	4,307,522	3,716,465	3,950,032	3,079,270	3,083,237
Contributions as a % of Covered Employee Payroll	3.51%	8.94%	6.58%	7.39%	7.23%
Discount Rate	6.86%	6.17%	6.25%	6.75%	6.75%
Money Weighted Rate of Return	11.26%	7.89%	(13.19%)	25.33%	2.50%

EXHIBIT B

REQUIRED SUPPLEMENTARY INFORMATION

(As of the June 30, 2024 Measurement Date)

Actuarially Determined Contribution - Deficiency / (Excess) (Continued)			
<u>For the Fiscal Year Ending:</u>	<u>June 30, 2019</u>	<u>June 30, 2018</u>	<u>June 30, 2017</u>
I. Service Cost	109,903	116,018	94,549
II. 30 Year Amortization of NOL Increasing by 3.00% per year	<u>174,301</u>	<u>169,672</u>	<u>191,447</u>
III. Actuarial Determined Contribution [I. + II.]	284,204	285,690	285,996
IV. Contributions in Relation to the Actuarially Determined Contribution	<u>(232,997)</u>	<u>(326,359)</u>	<u>(455,335)</u>
V. Contribution Deficiency / (Excess) [III. + IV.]	<u>51,207</u>	<u>(40,669)</u>	<u>(169,339)</u>
Covered Employee Payroll	2,400,727	3,859,621	2,345,155
Contributions as a % of Covered Employee Payroll	9.71%	8.46%	19.42%
Discount Rate	6.50%	6.50%	6.50%
Money Weighted Rate of Return	5.54%	4.18%	7.94%

EXHIBIT B

REQUIRED SUPPLEMENTARY INFORMATION

(As of the June 30, 2024 Measurement Date)

Actuarially Determined Contribution – by Function:

	Fiscal Year Ending June 30, 2024				
	Town Employees and Retirees	Public Safety Employees and Retirees	Sewer Enterprise Employees and Retirees	Water Enterprise Employees and Retirees	Total
I. Service Cost	58,662	77,355	6,981	6,414	149,412
II. 30 Year Amortization of NOL Increasing by 3.00% per year	38,634	24,007	(12,849)	4,986	54,778
III. Actuarial Determined Contribution [I. + II.]	97,296	101,362	(5,868)	11,400	204,190
IV. Employer Share of Costs (Including Implicit Cost)	(70,774)	(52,071)	(8,219)	(9)	(131,073)
V. Employer OPEB Trust (Contribution)/Withdrawal	0	0	(10,000)	(10,000)	(20,000)
VI. Total Employer Contribution [IV. + V.]	(70,774)	(52,071)	(18,219)	(10,009)	(151,073)
VII. Contribution Deficiency / (Excess) [III. + VI.]	26,522	49,291	(24,087)	1,391	53,117

EXHIBIT B

REQUIRED SUPPLEMENTARY INFORMATION

(As of the June 30, 2024 Measurement Date)

Notes to Required Supplementary Information:

Valuation Date:	Actuarially Determined Contribution was calculated as of July 1, 2023.
Actuarial Cost Method:	Individual Entry Age Normal
Asset-Valuation Method:	Market Value of Assets as of the Measurement Date, June 30, 2024.

Actuarial Assumptions:

Investment Rate of Return:	6.86%, net of OPEB plan investment expense, including inflation.
Municipal Bond Rate	4.21% as of June 30, 2024 (source: S&P Municipal Bond 20-Year High Grade Index – SAPIHG)
Single Equivalent Discount Rate:	6.86%, net of OPEB plan investment expense, including inflation
Inflation:	2.50% as of June 30, 2024 and for future periods
Salary Increases:	3.00% annually as of June 30, 2024 and for future periods
Cost of Living Adjustment:	Not Applicable

EXHIBIT B

REQUIRED SUPPLEMENTARY INFORMATION

(As of the June 30, 2024 Measurement Date)

Pre-Retirement Mortality:	General: RP-2014 Mortality Table for Blue Collar Employees projected generationally with scale MP-2016 for males and females, set forward 1 year for females
Post-Retirement Mortality:	General: RP-2014 Mortality Table for Blue Collar Healthy Annuitants projected generationally with scale MP-2016 for males and females, set forward 1 year for females
Disabled Mortality:	General: RP-2014 Mortality Table for Blue Collar Healthy Annuitants projected generationally with scale MP-2016 for males and females, set forward 1 year

EXHIBIT BREQUIRED SUPPLEMENTARY INFORMATION

(As of the June 30, 2024 Measurement Date)

Plan Membership

At July 1, 2023, OPEB plan membership consisted of the following:

Retirees & Beneficiaries:	26
Actives:	<u>60</u>
Total:	86

Events Subsequent to the Measurement Date

To the best of our knowledge there were no material events subsequent to the Measurement Date that would impact the figures shown in this report.

Changes in Assumptions: From June 30, 2023 to June 30, 2024

- ✓ Due to the GASB 75 standards the discount rate has been changed from 6.17% to 6.86%.
- ✓ Based on ongoing actuarial research, we have modified our assumption for future increases in healthcare costs using the Getzen model to reflect higher costs in the near-term.

Contributions/Withdrawals:

The contribution requirements of plan members and the Town are established and may be amended through Town ordinances. The Town contributed \$20,000 beyond the pay-as-you-go cost for the period ending on the June 30, 2024 Measurement Date. For the year ending on the June 30, 2024 Measurement Date total Town premiums plus implicit costs for the retiree medical program were \$131,073. \$28,042 of the \$131,073 represents implicit cost.

EXHIBIT BREQUIRED SUPPLEMENTARY INFORMATION

(As of the June 30, 2024 Measurement Date)

Census Data Manipulation:

In the absence of data, the following was assumed:

Spouse Sex:	Male participants had female spouses and vice versa.
Spouse Age:	Male spouses were three years older than female spouses and same sex spouses were the same age.
Hire Age:	Participants who were not on the previous valuation were hired halfway between last valuation and the current valuation. If we did not have census data related to the last valuation, the participants were assumed to have been hired at age forty.
Retiree Age:	Retirees had the same birth date as they had the prior valuation. If we did not have census data related to the last valuation, retirees who were enrolled in Active plans were assumed to be age sixty-two and retirees who were enrolled in Medicare Supplement plans were assumed to be age seventy-two. Those not enrolled in a medical plan were assumed to be sixty-seven.
School Demographics:	N/A
Other Material Changes:	No other data changes were deemed to be material.

APPENDIX I – LIABILITIES, ASSETS, & CASH FLOWS

CONTRIBUTION PROJECTION DISCLOSURES

Table 1: Projection of Contributions using a July 1, 2023 Valuation Date

For the Period Ending on the Measurement Date	I. Payroll for current employees	II. Payroll for future employees	III. Total Payroll [I.+II.]	IV. Contributions from current employees	V. Employer Payments for current plan members	VI. Employer Payments for future employees	VII. Total Payments [IV.+V.+VI.]
June 30, 2024	4,307,522	0	4,307,522	0	131,073	0	131,073
June 30, 2025	4,018,093	418,655	4,436,748	0	145,254	0	145,254
June 30, 2026	3,759,799	810,051	4,569,850	0	172,051	0	172,051
June 30, 2027	3,535,363	1,171,583	4,706,946	0	191,657	0	191,657
June 30, 2028	3,307,804	1,540,350	4,848,154	0	202,458	0	202,458
June 30, 2029	3,139,365	1,854,234	4,993,599	0	231,437	0	231,437
June 30, 2030	2,984,740	2,158,667	5,143,407	0	219,247	0	219,247
June 30, 2031	2,809,129	2,488,580	5,297,709	0	210,656	0	210,656
June 30, 2032	2,659,952	2,796,688	5,456,640	0	212,743	0	212,743
June 30, 2033	2,464,477	3,155,862	5,620,339	0	212,064	0	212,064
June 30, 2034	2,284,530	3,504,419	5,788,949	0	193,425	0	193,425
June 30, 2035	2,078,228	3,884,389	5,962,617	0	214,598	1,977	216,575
June 30, 2036	1,964,223	4,177,273	6,141,496	0	241,808	5,556	247,364
June 30, 2037	1,876,701	4,449,040	6,325,741	0	263,564	10,685	274,249
June 30, 2038	1,792,561	4,722,952	6,515,513	0	270,676	18,174	288,850
June 30, 2039	1,692,921	5,018,057	6,710,978	0	306,929	27,904	334,833
June 30, 2040	1,627,066	5,285,241	6,912,307	0	313,576	33,973	347,549
June 30, 2041	1,563,357	5,556,319	7,119,676	0	316,635	40,830	357,465
June 30, 2042	1,501,552	5,831,714	7,333,266	0	329,396	48,927	378,323
June 30, 2043	1,429,243	6,124,021	7,553,264	0	344,786	54,198	398,984
June 30, 2044	1,381,910	6,397,952	7,779,862	0	376,924	59,683	436,607
June 30, 2045	1,292,084	6,721,174	8,013,258	0	394,743	69,673	464,416
June 30, 2046	1,238,556	7,015,100	8,253,656	0	412,114	83,782	495,896
June 30, 2047	1,169,341	7,331,925	8,501,266	0	449,146	100,890	550,036
June 30, 2048	1,098,231	7,658,073	8,756,304	0	446,078	123,889	569,967
June 30, 2049	1,040,913	7,978,080	9,018,993	0	434,925	150,931	585,856
June 30, 2050	977,908	8,311,655	9,289,563	0	447,986	170,308	618,294
June 30, 2051	908,980	8,659,270	9,568,250	0	438,823	191,021	629,844
June 30, 2052	858,159	8,997,139	9,855,298	0	423,513	214,832	638,345
June 30, 2053	784,113	9,366,844	10,150,957	0	418,102	232,784	650,886
June 30, 2054	712,328	9,743,158	10,455,486	0	440,720	250,803	691,523
June 30, 2055	647,241	10,121,910	10,769,151	0	424,486	274,930	699,416
June 30, 2056	609,780	10,482,446	11,092,226	0	437,248	303,450	740,698
June 30, 2057	538,053	10,886,940	11,424,993	0	455,476	333,982	789,458
June 30, 2058	465,442	11,302,301	11,767,743	0	455,754	369,909	825,663
June 30, 2059	396,357	11,724,418	12,120,775	0	481,754	408,178	889,932
June 30, 2060	328,405	12,155,993	12,484,398	0	468,178	441,558	909,736
June 30, 2061	260,993	12,597,937	12,858,930	0	441,691	474,898	916,589
June 30, 2062	207,536	13,037,162	13,244,698	0	428,407	511,411	939,818
June 30, 2063	152,680	13,489,359	13,642,039	0	418,275	546,648	964,923

APPENDIX I – LIABILITIES, ASSETS, & CASH FLOWS
CONTRIBUTION PROJECTION DISCLOSURES (CONTINUED)

Table 1: Projection of Contributions using a July 1, 2023 Valuation Date

For the Period Ending on the Measurement Date	I. Payroll for current employees	II. Payroll for future employees	III. Total Payroll [I.+II.]	IV. Contributions from current employees	V. Employer Payments for current plan members	VI. Employer Payments for future employees	VII. Total Payments [IV.+V.+VI.]
June 30, 2064	126,074	13,925,226	14,051,300	0	388,815	582,227	971,042
June 30, 2065	67,865	14,404,974	14,472,839	0	371,483	624,408	995,891
June 30, 2066	27,044	14,879,980	14,907,024	0	349,384	671,428	1,020,812
June 30, 2067	15,679	15,338,556	15,354,235	0	345,225	722,035	1,067,260
June 30, 2068	12,786	15,802,076	15,814,862	0	344,403	778,147	1,122,550
June 30, 2069	10,417	16,278,891	16,289,308	0	316,669	837,819	1,154,488
June 30, 2070	8,479	16,769,508	16,777,987	0	314,187	896,323	1,210,510
June 30, 2071	0	17,281,327	17,281,327	0	311,604	955,718	1,267,322
June 30, 2072	0	17,799,767	17,799,767	0	307,484	1,019,429	1,326,913
June 30, 2073	0	18,333,760	18,333,760	0	303,536	1,080,467	1,384,003
June 30, 2074	0	18,883,773	18,883,773	0	294,953	1,142,540	1,437,493
June 30, 2075	0	19,450,286	19,450,286	0	291,276	1,209,178	1,500,454
June 30, 2076	0	20,033,795	20,033,795	0	286,786	1,278,306	1,565,092
June 30, 2077	0	20,634,809	20,634,809	0	278,608	1,349,552	1,628,160
June 30, 2078	0	21,253,853	21,253,853	0	270,733	1,424,385	1,695,118
June 30, 2079	0	21,891,469	21,891,469	0	261,291	1,500,497	1,761,788
June 30, 2080	0	22,548,213	22,548,213	0	253,840	1,580,586	1,834,426
June 30, 2081	0	23,224,659	23,224,659	0	246,763	1,661,541	1,908,304
June 30, 2082	0	23,921,399	23,921,399	0	234,910	1,745,437	1,980,347
June 30, 2083	0	24,639,041	24,639,041	0	222,901	1,831,693	2,054,594
June 30, 2084	0	25,378,212	25,378,212	0	212,834	1,919,800	2,132,634
June 30, 2085	0	26,139,558	26,139,558	0	200,248	2,011,574	2,211,822
June 30, 2086	0	26,923,745	26,923,745	0	187,961	2,106,269	2,294,230
June 30, 2087	0	27,731,457	27,731,457	0	174,152	2,204,035	2,378,187
June 30, 2088	0	28,563,401	28,563,401	0	160,443	2,305,574	2,466,017
June 30, 2089	0	29,420,303	29,420,303	0	148,199	2,410,329	2,558,528
June 30, 2090	0	30,302,912	30,302,912	0	134,973	2,519,986	2,654,959
June 30, 2091	0	31,211,999	31,211,999	0	122,129	2,631,805	2,753,934
June 30, 2092	0	32,148,359	32,148,359	0	109,734	2,747,287	2,857,021
June 30, 2093	0	33,112,810	33,112,810	0	97,858	2,867,550	2,965,408
June 30, 2094	0	34,106,194	34,106,194	0	86,559	2,990,826	3,077,385
June 30, 2095	0	35,129,380	35,129,380	0	75,888	3,118,385	3,194,273
June 30, 2096	0	36,183,261	36,183,261	0	65,905	3,250,651	3,316,556
June 30, 2097	0	37,268,759	37,268,759	0	56,646	3,387,312	3,443,958
June 30, 2098	0	38,386,822	38,386,822	0	48,140	3,529,217	3,577,357

APPENDIX I – LIABILITIES, ASSETS, & CASH FLOWS

FIDUCIARY NET POSITION PROJECTION DISCLOSURES

Table 2: Projection of OPEB Plan's Fiduciary Net Position using a July 1 2023 Valuation Date

For the Period Ending on the Measurement Date	I. Beginning Fiduciary Net Position for Current Plan Members	II. Employer Share of Benefit Payments for Current Plan Members	III. Contributions to Trust for Current Plan Members beyond Pay-as-you- go	IV. Gross Contributions to Trust for Current Plan Members [II. + III.]	V. Administrative Expenses Withdrawn from the Trust for Current Plan Members	VI. Benefit Payments Withdrawn from the Trust	VII. Trust Withdrawals [V. + VI.]	VIII. Investment Earnings	IX. Ending Fiduciary Net Position for Current Plan Members
June 30, 2024	2,126,409	131,073	20,000	151,073	0	131,073	131,073	241,236	2,387,645
June 30, 2025	2,387,645	145,254	103,751	249,005	0	145,254	145,254	151,837	2,643,233
June 30, 2026	2,643,233	172,051	97,502	269,553	0	172,051	172,051	184,615	2,925,350
June 30, 2027	2,925,350	191,657	92,324	283,981	0	191,657	191,657	203,793	3,221,467
June 30, 2028	3,221,467	202,458	86,730	289,188	0	202,458	202,458	223,918	3,532,115
June 30, 2029	3,532,115	231,437	83,612	315,049	0	231,437	231,437	245,123	3,860,850
June 30, 2030	3,860,850	219,247	80,214	299,461	0	219,247	219,247	267,560	4,208,624
June 30, 2031	4,208,624	210,656	76,054	286,710	0	210,656	210,656	291,277	4,575,955
June 30, 2032	4,575,955	212,743	72,942	285,685	0	212,743	212,743	316,371	4,965,268
June 30, 2033	4,965,268	212,064	67,550	279,614	0	212,064	212,064	342,896	5,375,714
June 30, 2034	5,375,714	193,425	63,180	256,605	0	193,425	193,425	370,905	5,809,799
June 30, 2035	5,809,799	214,598	57,566	272,164	0	216,575	216,575	400,494	6,265,882
June 30, 2036	6,265,882	241,808	55,498	297,306	0	247,364	247,364	431,712	6,747,536
June 30, 2037	6,747,536	263,564	53,500	317,064	0	274,249	274,249	464,686	7,255,037
June 30, 2038	7,255,037	270,676	51,502	322,178	0	288,850	288,850	499,433	7,787,798
June 30, 2039	7,787,798	306,929	48,840	355,769	0	334,833	334,833	535,890	8,344,624
June 30, 2040	8,344,624	313,576	47,458	361,034	0	347,549	347,549	574,042	8,932,151
June 30, 2041	8,932,151	316,635	45,884	362,519	0	357,465	357,465	614,293	9,551,498
June 30, 2042	9,551,498	329,396	44,326	373,722	0	378,323	378,323	656,728	10,203,625
June 30, 2043	10,203,625	344,786	42,377	387,163	0	398,984	398,984	701,398	10,893,202
June 30, 2044	10,893,202	376,924	41,318	418,242	0	436,607	436,607	748,667	11,623,504
June 30, 2045	11,623,504	394,743	38,642	433,385	0	464,416	464,416	798,676	12,391,149
June 30, 2046	12,391,149	412,114	37,398	449,512	0	495,896	495,896	851,294	13,196,059
June 30, 2047	13,196,059	449,146	35,456	484,602	0	550,036	550,036	906,446	14,037,071
June 30, 2048	14,037,071	446,078	33,488	479,566	0	569,967	569,967	964,073	14,910,743
June 30, 2049	14,910,743	434,925	31,954	466,879	0	585,856	585,856	1,023,955	15,815,721
June 30, 2050	15,815,721	447,986	30,203	478,189	0	618,294	618,294	1,085,977	16,761,593
June 30, 2051	16,761,593	438,823	28,246	467,069	0	629,844	629,844	1,150,798	17,749,616
June 30, 2052	17,749,616	423,513	26,877	450,390	0	638,345	638,345	1,218,530	18,780,191
June 30, 2053	18,780,191	418,102	24,681	442,783	0	650,886	650,886	1,289,154	19,861,242
June 30, 2054	19,861,242	440,720	22,621	463,341	0	691,523	691,523	1,363,244	20,996,304
June 30, 2055	20,996,304	424,486	20,705	445,191	0	699,416	699,416	1,441,045	22,183,124
June 30, 2056	22,183,124	437,248	19,699	456,947	0	740,698	740,698	1,522,427	23,421,800
June 30, 2057	23,421,800	455,476	17,512	472,988	0	789,458	789,458	1,607,326	24,712,656
June 30, 2058	24,712,656	455,754	15,319	471,073	0	825,663	825,663	1,695,805	26,053,871
June 30, 2059	26,053,871	481,754	13,175	494,929	0	889,932	889,932	1,787,740	27,446,608
June 30, 2060	27,446,608	468,178	11,016	479,194	0	909,736	909,736	1,883,209	28,899,275
June 30, 2061	28,899,275	441,691	8,841	450,532	0	916,589	916,589	1,982,788	30,416,006
June 30, 2062	30,416,006	428,407	7,099	435,506	0	939,818	939,818	2,086,777	31,998,471
June 30, 2063	31,998,471	418,275	5,266	423,541	0	964,923	964,923	2,195,273	33,652,362

APPENDIX I – LIABILITIES, ASSETS, & CASH FLOWS

FIDUCIARY POSITION PROJECTION DISCLOSURES (CONTINUED)

Table 2: Projection of OPEB Plan's Fiduciary Net Position using a July 1 2023 Valuation Date

For the Period Ending on the Measurement Date	I. Beginning Fiduciary Net Position for Current Plan Members	II. Employer Share of Benefit Payments for Current Plan Members	III. Contributions to Trust for Current Plan Members beyond Pay-as-you- go	IV. Gross Contributions to Trust for Current Plan Members [II. + III.]	V. Administrative Expenses Withdrawn from the Trust for Current Plan Members	VI. Benefit Payments Withdrawn from the Trust	VII. Trust Withdrawals [V. + VI.]	VIII. Investment Earnings	IX. Ending Fiduciary Net Position for Current Plan Members
June 30, 2064	33,652,362	388,815	4,390	393,205	0	971,042	971,042	2,308,700	35,383,225
June 30, 2065	35,383,225	371,483	2,378	373,861	0	995,891	995,891	2,427,369	37,188,564
June 30, 2066	37,188,564	349,384	957	350,341	0	1,020,812	1,020,812	2,551,168	39,069,261
June 30, 2067	39,069,261	345,225	560	345,785	0	1,067,260	1,067,260	2,680,170	41,027,956
June 30, 2068	41,027,956	344,403	460	344,863	0	1,122,550	1,122,550	2,814,533	43,064,802
June 30, 2069	43,064,802	316,669	378	317,047	0	1,154,488	1,154,488	2,954,258	45,181,619
June 30, 2070	45,181,619	314,187	310	314,497	0	1,210,510	1,210,510	3,099,470	47,385,076
June 30, 2071	47,385,076	311,604	0	311,604	0	1,267,322	1,267,322	3,250,616	49,679,974
June 30, 2072	49,679,974	307,484	0	307,484	0	1,326,913	1,326,913	3,408,046	52,068,591
June 30, 2073	52,068,591	303,536	0	303,536	0	1,384,003	1,384,003	3,571,905	54,560,029
June 30, 2074	54,560,029	294,953	0	294,953	0	1,437,493	1,437,493	3,742,818	57,160,307
June 30, 2075	57,160,307	291,276	0	291,276	0	1,500,454	1,500,454	3,921,197	59,872,326
June 30, 2076	59,872,326	286,786	0	286,786	0	1,565,092	1,565,092	4,107,242	62,701,262
June 30, 2077	62,701,262	278,608	0	278,608	0	1,628,160	1,628,160	4,301,307	65,653,017
June 30, 2078	65,653,017	270,733	0	270,733	0	1,695,118	1,695,118	4,503,797	68,732,429
June 30, 2079	68,732,429	261,291	0	261,291	0	1,761,788	1,761,788	4,715,045	71,946,977
June 30, 2080	71,946,977	253,840	0	253,840	0	1,834,426	1,834,426	4,935,563	75,301,954
June 30, 2081	75,301,954	246,763	0	246,763	0	1,908,304	1,908,304	5,165,714	78,806,127
June 30, 2082	78,806,127	234,910	0	234,910	0	1,980,347	1,980,347	5,406,100	82,466,790
June 30, 2083	82,466,790	222,901	0	222,901	0	2,054,594	2,054,594	5,657,222	86,292,319
June 30, 2084	86,292,319	212,834	0	212,834	0	2,132,634	2,132,634	5,919,653	90,292,172
June 30, 2085	90,292,172	200,248	0	200,248	0	2,211,822	2,211,822	6,194,043	94,474,641
June 30, 2086	94,474,641	187,961	0	187,961	0	2,294,230	2,294,230	6,480,960	98,849,332
June 30, 2087	98,849,332	174,152	0	174,152	0	2,378,187	2,378,187	6,781,064	103,426,361
June 30, 2088	103,426,361	160,443	0	160,443	0	2,466,017	2,466,017	7,095,048	108,215,835
June 30, 2089	108,215,835	148,199	0	148,199	0	2,558,528	2,558,528	7,423,606	113,229,112
June 30, 2090	113,229,112	134,973	0	134,973	0	2,654,959	2,654,959	7,767,517	118,476,643
June 30, 2091	118,476,643	122,129	0	122,129	0	2,753,934	2,753,934	8,127,498	123,972,336
June 30, 2092	123,972,336	109,734	0	109,734	0	2,857,021	2,857,021	8,504,502	129,729,551
June 30, 2093	129,729,551	97,858	0	97,858	0	2,965,408	2,965,408	8,899,447	135,761,448
June 30, 2094	135,761,448	86,559	0	86,559	0	3,077,385	3,077,385	9,313,235	142,083,857
June 30, 2095	142,083,857	75,888	0	75,888	0	3,194,273	3,194,273	9,746,953	148,712,425
June 30, 2096	148,712,425	65,905	0	65,905	0	3,316,556	3,316,556	10,201,672	155,663,446
June 30, 2097	155,663,446	56,646	0	56,646	0	3,443,958	3,443,958	10,678,512	162,954,646
June 30, 2098	162,954,646	48,140	0	48,140	0	3,577,357	3,577,357	11,178,689	170,604,118

Attachment: GASB 74 75 - FY24 Report (TOM) - 2024-09-26 (Town Administrator's Report)

APPENDIX I – LIABILITIES, ASSETS, & CASH FLOWS

BENEFIT PAYMENT PROJECTION DISCLOSURES

Table 3: Actuarial Present Values of Projected Benefit Payments using a July 1, 2023 Valuation Date

For the Period Ending on the Measurement Date	I. Beginning Fiduciary Net Position for Current Plan Members	II. Benefit Payments for Current Plan Members	III. Funded Portion of Benefit Payments	IV. Unfunded Portion of Benefit Payments [II. - III.]	V. Present Value of Funded Benefit Payments using the Long-Term Rate of Return [6.86%]	VI. Present Value of Unfunded Benefit Payments using the Municipal Bond Rate [4.21%]	VII. Present Value of Benefit Payments using the Single Equivalent Discount Rate [6.86%]	
June 30, 2024	2,126,409	131,073	131,073	0	131,073	0	131,073	Sum of Column V.
June 30, 2025	2,387,645	145,254	145,254	0	135,929	0	135,929	4,055,415
June 30, 2026	2,643,233	172,051	172,051	0	150,670	0	150,670	
June 30, 2027	2,925,350	191,657	191,657	0	157,065	0	157,065	Sum of Column VI.
June 30, 2028	3,221,467	202,458	202,458	0	155,265	0	155,265	0
June 30, 2029	3,532,115	231,437	231,437	0	166,095	0	166,095	
June 30, 2030	3,860,850	219,247	219,247	0	147,246	0	147,246	Sum of Column VII.
June 30, 2031	4,208,624	210,656	210,656	0	132,394	0	132,394	[V. + VI.]
June 30, 2032	4,575,955	212,743	212,743	0	125,122	0	125,122	4,055,415
June 30, 2033	4,965,268	212,064	212,064	0	116,716	0	116,716	
June 30, 2034	5,375,714	193,425	193,425	0	99,623	0	99,623	
June 30, 2035	5,809,799	214,598	214,598	0	103,433	0	103,433	
June 30, 2036	6,265,882	241,808	241,808	0	109,066	0	109,066	
June 30, 2037	6,747,536	263,564	263,564	0	111,247	0	111,247	
June 30, 2038	7,255,037	270,676	270,676	0	106,915	0	106,915	
June 30, 2039	7,787,798	306,929	306,929	0	113,452	0	113,452	
June 30, 2040	8,344,624	313,576	313,576	0	108,468	0	108,468	
June 30, 2041	8,932,151	316,635	316,635	0	102,495	0	102,495	
June 30, 2042	9,551,498	329,396	329,396	0	99,780	0	99,780	
June 30, 2043	10,203,625	344,786	344,786	0	97,738	0	97,738	
June 30, 2044	10,893,202	376,924	376,924	0	99,989	0	99,989	
June 30, 2045	11,623,504	394,743	394,743	0	97,993	0	97,993	
June 30, 2046	12,391,149	412,114	412,114	0	95,738	0	95,738	
June 30, 2047	13,196,059	449,146	449,146	0	97,642	0	97,642	
June 30, 2048	14,037,071	446,078	446,078	0	90,750	0	90,750	
June 30, 2049	14,910,743	434,925	434,925	0	82,801	0	82,801	
June 30, 2050	15,815,721	447,986	447,986	0	79,812	0	79,812	
June 30, 2051	16,761,593	438,823	438,823	0	73,161	0	73,161	
June 30, 2052	17,749,616	423,513	423,513	0	66,076	0	66,076	
June 30, 2053	18,780,191	418,102	418,102	0	61,044	0	61,044	
June 30, 2054	19,861,242	440,720	440,720	0	60,215	0	60,215	
June 30, 2055	20,996,304	424,486	424,486	0	54,274	0	54,274	
June 30, 2056	22,183,124	437,248	437,248	0	52,317	0	52,317	
June 30, 2057	23,421,800	455,476	455,476	0	50,999	0	50,999	
June 30, 2058	24,712,656	455,754	455,754	0	47,755	0	47,755	
June 30, 2059	26,053,871	481,754	481,754	0	47,238	0	47,238	
June 30, 2060	27,446,608	468,178	468,178	0	42,960	0	42,960	
June 30, 2061	28,899,275	441,691	441,691	0	37,928	0	37,928	
June 30, 2062	30,416,006	428,407	428,407	0	34,425	0	34,425	
June 30, 2063	31,998,471	418,275	418,275	0	31,454	0	31,454	

APPENDIX I – LIABILITIES, ASSETS, & CASH FLOWS

BENEFIT PAYMENT PROJECTION DISCLOSURES (CONTINUED)

Table 3: Actuarial Present Values of Projected Benefit Payments using a July 1, 2023 Valuation Date							
For the Period Ending on the Measurement Date	I. Beginning Fiduciary Net Position for Current Plan Members	II. Benefit Payments for Current Plan Members	III. Funded Portion of Benefit Payments	IV. Unfunded Portion of Benefit Payments [II. - III.]	V. Present Value of Funded Benefit Payments using the Long-Term Rate of Return [6.86%]	VI. Present Value of Unfunded Benefit Payments using the Municipal Bond Rate [4.21%]	VII. Present Value of Benefit Payments using the Single Equivalent Discount Rate [6.86%]
June 30, 2064	33,652,362	388,815	388,815	0	27,361	0	27,361
June 30, 2065	35,383,225	371,483	371,483	0	24,463	0	24,463
June 30, 2066	37,188,564	349,384	349,384	0	21,531	0	21,531
June 30, 2067	39,069,261	345,225	345,225	0	19,909	0	19,909
June 30, 2068	41,027,956	344,403	344,403	0	18,587	0	18,587
June 30, 2069	43,064,802	316,669	316,669	0	15,993	0	15,993
June 30, 2070	45,181,619	314,187	314,187	0	14,849	0	14,849
June 30, 2071	47,385,076	311,604	311,604	0	13,781	0	13,781
June 30, 2072	49,679,974	307,484	307,484	0	12,726	0	12,726
June 30, 2073	52,068,591	303,536	303,536	0	11,756	0	11,756
June 30, 2074	54,560,029	294,953	294,953	0	10,690	0	10,690
June 30, 2075	57,160,307	291,276	291,276	0	9,879	0	9,879
June 30, 2076	59,872,326	286,786	286,786	0	9,103	0	9,103
June 30, 2077	62,701,262	278,608	278,608	0	8,275	0	8,275
June 30, 2078	65,653,017	270,733	270,733	0	7,525	0	7,525
June 30, 2079	68,732,429	261,291	261,291	0	6,797	0	6,797
June 30, 2080	71,946,977	253,840	253,840	0	6,179	0	6,179
June 30, 2081	75,301,954	246,763	246,763	0	5,621	0	5,621
June 30, 2082	78,806,127	234,910	234,910	0	5,008	0	5,008
June 30, 2083	82,466,790	222,901	222,901	0	4,446	0	4,446
June 30, 2084	86,292,319	212,834	212,834	0	3,973	0	3,973
June 30, 2085	90,292,172	200,248	200,248	0	3,498	0	3,498
June 30, 2086	94,474,641	187,961	187,961	0	3,073	0	3,073
June 30, 2087	98,849,332	174,152	174,152	0	2,664	0	2,664
June 30, 2088	103,426,361	160,443	160,443	0	2,297	0	2,297
June 30, 2089	108,215,835	148,199	148,199	0	1,985	0	1,985
June 30, 2090	113,229,112	134,973	134,973	0	1,692	0	1,692
June 30, 2091	118,476,643	122,129	122,129	0	1,433	0	1,433
June 30, 2092	123,972,336	109,734	109,734	0	1,205	0	1,205
June 30, 2093	129,729,551	97,858	97,858	0	1,005	0	1,005
June 30, 2094	135,761,448	86,559	86,559	0	832	0	832
June 30, 2095	142,083,857	75,888	75,888	0	683	0	683
June 30, 2096	148,712,425	65,905	65,905	0	555	0	555
June 30, 2097	155,663,446	56,646	56,646	0	446	0	446
June 30, 2098	162,954,646	48,140	48,140	0	355	0	355

APPENDIX II – PLAN PROVISIONS

<u>Plan Year</u>	July 1 through June 30.
<u>Premium Effective Date</u>	Medicare Supplement Plans: effective January 1, 2023 Active Plans: effective July 1, 2023 Dental Plans: effective July 1, 2023
<u>Creditable Service</u>	Elapsed time from date of hire to termination of service date.
<u>Benefits Offered</u>	Comprehensive Medical, Dental and \$1,000 of Group Term Life Insurance.
<u>Medicare Part A</u>	To the best of our knowledge the Town does not pay any Medicare Part A premiums or penalties.
<u>Medicare Part B</u>	Medicare Part B Premium reimbursements by the Town were not reflected in this valuation. Medicare Part B Penalty reimbursements by the Town were not reflected in this valuation.
<u>Surviving Spouse Coverage</u>	Spousal benefits do not change after the death of a plan participant.

APPENDIX II – PLAN PROVISIONS

Eligibility

Hire Date	Eligibility
Before April 2, 2012	• Age 55 with 10 years of creditable service • 20 years of service regardless of age
On or after April 2, 2012	• Age 60 with 10 years of creditable service

Participant Contributions

Group	Individual	Two-Person / Family
Medical	• 45% of premiums for both HMO Blue plans • 50% of premiums for all others	• 45% of premiums for both HMO Blue plans • 50% of premiums for all others
Dental	50%	50%
Life	50%	N/A

APPENDIX III – ACTUARIAL METHODS & ASSUMPTIONS

<u>Pre-Retirement Mortality</u>	General: RP-2014 Mortality Table for Blue Collar Employees projected generationally with scale MP-2016 for males and females, set forward 1 year for females
<u>Post-Retirement Mortality</u>	General: RP-2014 Mortality Table for Blue Collar Healthy Annuitants projected generationally with scale MP-2016 for males and females, set forward 1 year for females
<u>Disabled Mortality</u>	General: RP-2014 Mortality Table for Blue Collar Healthy Annuitants projected generationally with scale MP-2016 for males and females, set forward 1 year
<u>Assumption Experience Study</u>	The actuarial assumptions used to calculate the actuarial accrued liability and the service cost primarily reflect the latest experience studies of the Massachusetts PERAC issued in 2014 and their most recent analysis of retiree mortality during 2015 and 2016.
<u>Discount Rate</u>	6.86% per annum (previously 6.17%)
<u>Net Long Term Rate of Return</u>	6.86% (based on investment policy)
<u>Municipal Bond Rate</u>	4.21% as of June 30, 2024 (source: S&P Municipal Bond 20-Year High Grade Index – SAPIHG)
<u>Actuarial Cost Method</u>	Individual Entry Age Normal
<u>Asset-Valuation Method</u>	Market Value of Assets as of the Measurement Date, June 30, 2024

APPENDIX III – ACTUARIAL METHODS & ASSUMPTIONS

Employee Termination

It was assumed that employees would terminate employment in accordance with the sample rates shown in the following table:

Non-Public Safety Employees

Service	Male	Female
0	15.00%	15.00%
5	7.60%	7.60%
10	5.40%	5.40%
15	3.30%	3.30%
20	2.00%	2.00%

Public Safety Employees

Service	Male	Female
0	9.00%	9.00%
5	6.00%	6.00%
10	3.50%	3.50%
15	2.00%	2.00%
20	1.50%	1.50%
25	1.50%	1.50%
30	1.50%	1.50%

APPENDIX III – ACTUARIAL METHODS & ASSUMPTIONS

Retirement Rates for Eligible Employees

Age	Standard Male	Standard Female	Public Safety
45 - 49	0.00%	0.00%	6.00%
50 - 51	3.00%	3.00%	6.00%
52	3.00%	3.00%	6.00%
53	3.00%	3.00%	7.50%
54	3.00%	3.50%	15.00%
55	3.50%	5.00%	25.00%
56	3.50%	5.00%	15.00%
57	4.00%	5.50%	15.00%
58	5.00%	6.00%	15.00%
59	6.00%	6.50%	15.00%
60	9.00%	7.50%	20.00%
61	11.00%	10.00%	20.00%
62	15.00%	15.00%	20.00%
63	15.00%	15.00%	20.00%
64	16.00%	15.00%	30.00%
65	20.00%	20.00%	50.00%
66	20.00%	20.00%	25.00%
67	20.00%	20.00%	25.00%
68	20.00%	20.00%	25.00%
69	20.00%	20.00%	25.00%
70	100.00%	100.00%	100.00%
71	100.00%	100.00%	100.00%
72	100.00%	100.00%	100.00%

Permanent Disability Rates

Age	Standard	Public Safety
20	0.01%	0.20%
30	0.01%	0.21%
40	0.07%	0.71%
50	0.13%	1.10%
60	0.12%	0.80%

APPENDIX III – ACTUARIAL METHODS & ASSUMPTIONS

Trend Rate

Medicare Part A & B Premiums & Penalties: N/A

Medical & Dental Plans: Rates were developed using the SOA Getzen Model of Long-Run Medical Cost Trends with the following model input variables:

Inflation (CPI):	2.50%
Real GDP (per capita):	1.10%
Excess Medical Cost Growth:	1.10%
Expected Health Share of GDP in 2030:	21%
Health Share of GDP Resistance Point:	22.5%
Year for Limiting Cost Growth to GDP Growth:	2060

See below for a table of trend rates for select years:

Year	Rate
2021	9.00%
2022	8.00%
2023	6.50%
2024	5.00%
2025	4.96%
2026	4.92%
2027	4.88%
2028	4.84%
2029	4.81%
2030 - 2037	4.77%
2050	4.38%
2060+	3.63%

APPENDIX III – ACTUARIAL METHODS & ASSUMPTIONS

Participation Rate

It was assumed that 80% of employees eligible to receive retirement benefits would enroll in the retiree medical and dental plans upon retirement. For life insurance plans, it was assumed that 80% of eligible employees would elect coverage upon retirement.

Spouse Participation Rate

It was assumed that 80% of male employees and 70% of female employees who elect retiree healthcare coverage for themselves would also elect coverage for a spouse upon retirement.

Medicare Eligibility

It was assumed that retirees who were over age 66 on the valuation date and were enrolled in an Active plan were ineligible for Medicare and all other participants would be eligible for Medicare at age 65, absent any information to the contrary.

Compensation Increases

3.00% per year.

Inflation Rate

2.50% per year.

COVID-19

We recognize that COVID-19 may impact plan experience. We have reviewed the assumptions used in this report. Based on the data that is currently available, we have not made any adjustments to these assumptions to reflect the impact of COVID-19. We will continue to monitor the impact of COVID-19 to determine if adjustments to valuation assumptions are warranted.

APPENDIX III – ACTUARIAL METHODS & ASSUMPTIONS

Implicit Subsidy

The implicit subsidy arises because retirees who are not eligible for Medicare are charged the same premium as active employees, even though their actual medical costs are higher on average. Consequently, a portion of the premiums being paid for active employees are being used to “subsidize” the premiums of retirees. Actuarial Standards of Practice and GASB standards require the liability associated with this implicit subsidy to be valued. The chart below shows a breakdown of how implicit cost impacts reported cash flows and liabilities. Actuarial Standard of Practice No. 6 (“ASOP 6”) requires us to recognize this implicit subsidy while the plan sponsor may only pay the premiums billed by an insurance provider.

Impact of Implicit Subsidy		
	As of the Measurement Date	
Impact on Liability	<u>June 30, 2024</u>	<u>June 30, 2023</u>
I. Total OPEB Liability	3,401,198	4,282,682
II. Total OPEB Liability (Excluding Implicit Subsidy)	<u>2,494,477</u>	<u>3,231,568</u>
III. Liability from Implicit Subsidy [I. - II.]	906,721	1,051,114

	For the Measurement Period Ending	
Impact on Payments	<u>June 30, 2024</u>	<u>June 30, 2023</u>
IV. Employer Payments (Including Implicit Subsidy)	131,073	132,252
V. Actual Employer Payments	<u>103,031</u>	<u>91,427</u>
VI. Implicit Subsidy [IV. - V.]	28,042	40,825

APPENDIX III – ACTUARIAL METHODS & ASSUMPTIONS

Pre-65 and post-65 per capita costs were developed using fully insured premium rates.

ANNUAL PER CAPITA CLAIMS*

ACTIVE EMPLOYEES			RETIREE - NOT MEDICARE ELIGIBLE			RETIREE - MEDICARE ELIGIBLE		
Age Bracket	Female	Male	Age Bracket	Female	Male	Age Bracket	Female	Male
24 & Under	6,509	4,104	44 & Under	12,795	8,384	65 to 69	2,769	2,842
25 to 29	9,604	4,270	45 to 49	14,054	10,586	70 to 74	3,265	3,407
30 to 34	12,136	5,360	50 to 54	16,533	13,942	75 to 79	3,789	4,023
35 to 39	12,501	6,729	55 to 59	19,113	18,125	80 to 84	4,346	4,624
40 to 44	12,795	8,384	60 to 64	22,743	23,259	85 to 89	4,857	5,151
45 to 49	14,054	10,586	65 to 69	27,263	29,012	90 & Over	4,857	5,151
50 to 54	16,533	13,942	70 to 74	32,150	34,767			
55 to 59	19,113	18,125	75 to 79	37,337	41,063			
60 to 64	22,743	23,259	80 to 84	42,809	47,199			
65 to 69	27,263	29,012	85 to 89	48,866	54,025			
70 & Over	32,150	34,767	90 & Over	48,866	54,025			

*Based on SOA 'Health Care Costs--From Birth to Death' study published in 2013

APPENDIX III – ACTUARIAL METHODS & ASSUMPTIONS

Open Group Forecast

For the projection of plan liabilities in future years, it was assumed that the number of active employees will remain constant and those who terminate employment or retire will be replaced with new employees with the demographics below:

Open Group Forecast Population Demographics		
Age	Male	Female
20	8.0%	5.0%
30	7.0%	14.0%
40	20.0%	19.0%
50	10.0%	10.0%
60	<u>3.0%</u>	<u>4.0%</u>
Total	48.0%	52.0%

Additional Comments

The liabilities being reported as of the Measurement Date of June 30, 2024 reflect a closed group and do not reflect any new entrants after the valuation date.

To the best of our knowledge all employees who are eligible on the valuation date are included in the actuarial valuation.

APPENDIX IV – PLAN DEMOGRAPHICS

Active Employees

Valuation Date	July 1, 2023	July 1, 2021
A. Average Age at Hire	37.10	35.07
B. Average Service	9.38	10.15
C. Average Current Age	46.48	45.22

Retired Employees & Spouses

Valuation Date	July 1, 2023	July 1, 2021
A. Under Age 65	3	3
B. Age 65 & Over	23	16
C. Total	26	19

Average Service Age

Age	Years of Service									Total
	0-4	5-9	10-14	15-19	20-24	25-29	30-34	35-39	40+	
0-24	1									1
25-29	4	2								6
30-34	2	3								5
35-39	5		1		1					7
40-44	4	2		2						8
45-49	4	1			1	1				7
50-54	1	2	1	1		1				6
55-59	4			4	2	1				11
60-64	1	2	1	2	1				1	8
65-69			1							1
70+										
Total	26	12	4	9	5	3			1	60

APPENDIX IV – PLAN DEMOGRAPHICS

Plan Offerings

	Number of Contracts			
	<u>Single</u>	<u>Two-Person</u>	<u>Family</u>	<u>Total</u>
HPI Network Plan	2		4	6
HPI Hospital Choice Network	9		26	35
Medicare Advantage	3	11		14
Total	14	11	30	55

	Per Contract Costs (monthly)		
	<u>Single</u>	<u>Two-Person</u>	<u>Family</u>
HPI Network Plan	1,097.02		2,443.25
HPI Hospital Choice Network	1,179.60		2,626.53
Medicare Advantage	300.00	600.00	
Dental Plan	41.74		95.41
Dental Plan 2	48.92		137.30

APPENDIX IV – PLAN DEMOGRAPHICS

	Active Plan Average Premium Calculation					
	Single	Two-Person	Family	Number of Participants	Total Premiums Paid	Claims Without Children
HPI Network Plan	2		4	10	143,604.48	131,642.40
HPI Hospital Choice Network	9		26	61	946,874.16	863,467.20
Total	11	0	30	71	1,090,478.64	995,109.60
Blended Average Monthly Rate:						\$ 1,167.97

	Medicare Supplement Plan Average Premium Calculation					
	Single	Two-Person	Family	Number of Participants	Total Premiums Paid	Claims Without Children
Medicare Advantage	3	11		25	90,000.00	90,000.00
Total	3	11	0	25	90,000.00	90,000.00
Blended Average Monthly Rate:						\$ 300.00

APPENDIX V – OVERVIEW OF GASB 74 & 75

Before Statements 74 and 75, GASB statement 45 established the reporting standards for Other Postemployment Benefit (“OPEB”) plans. It was designed to recognize the Other Postemployment Benefits earned by employees throughout their working career vs. when they are paid in retirement – accrual accounting vs. “pay-as-you-go” accounting. Additionally, each eligible active employee earns benefits each year representing benefits to be paid in retirement or a “Service Cost”. These amounts are reflected in your financial statement each year so that OPEB benefits for an eligible employee shall be fully charged to the financial statement when that eligible employee terminates employment.

In 2012 GASB issued GASB Statements 67 and 68 to update and standardize the financial reporting of pension liabilities. This increased the transparency of pension liabilities by moving them to the balance sheet and made financial statement disclosures of pension liabilities more comparable between municipal entities. GASB Statements 74 and 75 are designed to have the same effect on OPEB plans.

GASB 74 and 75 require retiree medical plans to disclose information about asset and liability levels and show historical contribution information. GASB 74 only applies in situations where a separate trust is established to prefund these benefits. GASB 75 requires employers to perform periodic actuarial valuations to determine annual accounting costs and to keep a running tally of the extent to which these amounts are over or under funded.

GASB 74 and 75 apply to those benefits provided after retirement, except for pension benefits, such as medical, dental and life insurance. The philosophy behind the accounting standard is that these postemployment benefits are part of the compensation earned by employees in return for their services, and the cost of these benefits should be recognized while employees are providing those services, rather than after they have retired. This philosophy has already been applied for years to defined benefit pensions; GASB 74 and 75 extend this practice to all other postemployment benefits.

APPENDIX V – OVERVIEW OF GASB 74 & 75

The process of determining the liability for OPEB benefits is based on many assumptions about future events. The key actuarial assumptions are:

Turnover and retirement rates – How likely is it that an employee will qualify for postemployment benefits and when will they start?

Medical inflation and claims cost assumptions – When an employee starts receiving postemployment benefits many years from now, how much will be paid each year for the benefits and how rapidly will the costs grow?

Mortality assumption – How long is a retiree likely to receive benefits?

Discount rate assumption – What is the present value of those future benefit payments in terms of today's dollars?

Since the liability is being recognized over the employee's whole career with the Town, the present value is divided into three pieces: the part that is attributed to past years (the "Total OPEB Liability" or "Past Service Liability"), the part that is being earned this year (the "Service Cost"), and the part that will be earned in future years (the "Future Service Liability").

Once the Accrued Liability and the Service Cost have been calculated, the next step is to determine an actuarially determined contribution. This is an amount that if paid annually would fully prefund the benefits for current active and retired employees. This consists of two pieces:

- ✓ Service Cost – because the benefits earned by active employees each year should be paid for each year
- ✓ Past Service Cost – a catch-up payment to fund the Accrued Liability over a period of time determined by an actuary

The final step is to keep track going forward of how much of the contribution is actually paid. There is no requirement to actually fund these benefits, but the cumulative deficiency must be disclosed on the Town's financial statements as the Net OPEB Liability (NOL). If you decide to fully fund the NOL this will appear in the financial statement as a Net OPEB Asset. In addition, the Discount Rate used to calculate the liabilities must reflect the expected investment income of whatever funds are set aside to prefund the benefits; if there is no prefunding then the Discount Rate will be much lower and the liabilities significantly higher than if the benefits are prefunded.

APPENDIX VI – ASOP 41 DISCLOSURES

The Actuarial Standards Board (the “ASB”), vested by the U.S.-based actuarial organizations¹, promulgates actuarial standards of practice (“ASOPs”) for use by actuaries when providing professional services in the United States. Each of these organizations requires its members, through its Code of Professional Conduct², to observe the ASOPs of the ASB when practicing in the United States.

The ASOPs are not narrowly prescriptive and neither dictate a single approach nor mandate a particular outcome. ASOPs are intended to provide actuaries with a framework for performing professional assignments and to offer guidance on relevant issues, recommended practices, documentation, and disclosure. Each ASOP articulates a process of analysis, documentation, and disclosure that, in the ASB’s judgment, constitutes appropriate practice within the scope and purpose of the ASOP.

ASOP 41 provides guidance to actuaries with respect to actuarial communications and requires certain disclosures which are contained in this Appendix.

Identification of the Responsible Actuary

The responsible actuary is Parker Elmore, ASA, EA, FCA, MAAA of Odyssey Advisors. This actuary is available to provide supplementary information and explanation.

Identification of Actuarial Documents

The date of this document is September 26, 2024 and its subject is the Town of Merrimac's GASB 75 OPEB liabilities.

¹ The American Academy of Actuaries (the “Academy”), the American Society of Pension Professionals and Actuaries, the Casualty Actuarial Society, the Conference of Consulting Actuaries, and the Society of Actuaries.

² These organizations adopted identical *Codes of Professional Conduct* effective January 1, 2001

APPENDIX VI – ASOP 41 DISCLOSURES

Disclosures in Actuarial Reports

- ✓ The contents of this report are intended for the use of the officers, employees, and elected officials of the Town and the Town's appointed auditor. The Town may distribute this report to those parties that have a legal right to require the Town to provide it, in which case it will be provided in its entirety including all assumptions, caveats, and limitations. In addition, we request that the Town notify Odyssey Advisors to whom it was distributed.
- ✓ The purpose of this engagement was to provide the Town with analysis of the GASB 75 OPEB liabilities.
- ✓ The responsible actuary identified above is qualified as specified in the Qualification Standards of the American Academy of Actuaries.
- ✓ Actuarial valuations involve estimates of the value of reported amounts and assumptions about the probability of events far into the future. Actuarially determined amounts are subject to continual revision as actual results are compared to past expectations and new estimates are made about the future.
- ✓ Actuarial computations under GASB 75 are for purposes of fulfilling financial accounting requirements of the Town. Determinations for purposes other than meeting these financial accounting requirements may be significantly different from the results contained in this report. These communications should not be relied upon for any other purpose.
- ✓ The Town of Merrimac has agreed to pay Odyssey Advisors a fee for preparing this report. Other than with regard to that contract, we are financially and organizationally independent from the Town and any entity or individual related to the Town. There is nothing in our relationship with the Town that would impair or seem to impair the objectivity of our work.
- ✓ The Town provided the employee/retiree data, premium rates and other information used to prepare our report. We have reviewed the data for reasonableness but have not audited it. To the extent that there are material inaccuracies in the data, our results may be accordingly affected.
- ✓ The date through which data or other information has been considered in developing the findings included in this report is June 30, 2024.
- ✓ The various documents comprising the actuarial report are contained within the document to which these disclosures are attached.

APPENDIX VI – ASOP 41 DISCLOSURES

Events Subsequent to the Measurement Date

To the best of our knowledge there were no material events subsequent to the Measurement Date that would impact the figures shown in this report.

Actuarial Findings

The actuarial findings of the report can be found in the report to which these disclosures are attached.

Methods, Procedures, Assumptions, and Data

The methods, procedures, assumptions and data used by the actuary can be found in the report to which these disclosures are attached.

Assumptions or Methods Prescribed by Law

While not legally binding, our determinations were made in accordance with our understanding of Statement No. 75 of the Governmental Accounting Standards Board. Actuarial computations under GASB 75 are for purposes of fulfilling employer accounting requirements. Determinations for purposes other than meeting such requirements may be significantly different from these results. Accordingly, additional determinations may be needed for other purposes.

Responsibility for Assumptions and Methods

The actuary does not disclaim responsibility for any material assumption(s) or method(s).

Deviation from the Guidance of an ASOP

The actuary has not deviated materially from the guidance set forth in an applicable ASOP.

Rounding

Results in this report are shown to the nearest dollar. Due to the predictive nature of these results, no implication is made as to the degree of precision in these unrounded figures. Clients should work with their auditors to decide if it would be prudent to round these results when applying them to the financial statements.

GLOSSARY

Accrual Accounting – A system of accounting in which revenues are recorded when earned and outlays are recorded when goods are received or services performed, even though the actual receipt of revenues and payment for goods or services may occur, in whole or in part, at a different time.

Actuarially Determined Contribution – Amount of funding required annually to fully fund plan benefits. Determined by the actuary using a consistent methodology.

Amortization – Allows the recognition of liability over a fixed period of time.

Cash Basis Accounting – A system of accounting in which revenues are recorded when received and outlays are recorded when payment is made.

Deferred Inflows/Outflows of Resources – Amounts arising from experience gains and losses that have not been recognized into the OPEB Expense but will be recognized in the future.

Discount Rate – The interest rate used to calculate the present value of future cash flows. Under GASB 75, the rate should be the expected long-term rate of return on investments for a plan that is being fully funded, the 20-year municipal bond index for a pay-as-you-go plan, and a blend of the two rates for a plan that is being partially funded.

Entry Age Normal – Under this method, the annual service cost for each individual active member, payable from the date of employment to the date of retirement, is sufficient to accumulate the value of the member's benefit at the time of retirement. The annual service cost for each active member is a level percent of payroll. The total OPEB liability is the actuarial present value of the projected benefit times the ratio of past service to expected total service at retirement/termination.

Fiduciary Net Position – The value of cash, investments, other assets and property belonging to an OPEB trust.

GLOSSARY

Governmental Accounting Standards Board (GASB) – “The Governmental Accounting Standards Board (GASB) was organized in 1984 by the Financial Accounting Foundation (FAF) to establish standards of financial accounting and reporting for state and local governmental entities. Its standards guide the preparation of external financial reports of those entities.”

Implicit Subsidy – The liability that arises because retirees who are not eligible for Medicare are charged the same premium as active employees even though their actual medical costs are higher on average.

Irrevocable Contribution – The transfer of assets to a qualified trust in which assets may only be withdrawn for the purpose of providing retiree other postemployment benefits.

Net OPEB Liability (NOL) – Total OPEB Liability less the Fiduciary Net Position.

Other Postemployment Benefits (OPEB) – Benefits that an employee will begin to receive at the start of retirement. This does not include pension benefits paid to the retired employee.

OPEB Trust – An entity which holds assets for the sole purpose of funding OPEB. All contributions and earning within this entity must be irrevocable and protected from creditors.

Pay-as-you-go funding – Paying benefits (such as pensions or OPEB) on a cash basis, with no money set aside for future liabilities which are already incurred.

Service Cost – The actuarially determined present value contribution needed to fund benefits which are earned for employee service rendered during the current year. Service cost depends on many factors, including the interest rate used to discount future cashflows, and expected inflation.

Total OPEB Liability (TOL) – That portion, as determined by the Individual Entry Age Normal Actuarial Cost Method, of the Actuarial Present Value of benefits and expenses which are not provided for by future Service Costs.



Agenda Item
Public Works
10/07/24

Highway Garage Engineering Proposal

Subject:

Attachments:

Joseph Luna Contract



September 26, 2024

Mr. Robert Sinibaldi
Town of Merrimac
Building Commissioner
4 School Street
Merrimac, MA 01860

via email commissioner@townofmerrimac.com

Re: Professional Architectural Services – Building Study for the Merrimac Department of Public Works

Dear Mr. Sinibaldi:

Luna Design Group is pleased to present this proposal to the for the proposed building study for your new Department of Public Works structure. Based upon our September 20, 2024, meeting, it is my understanding that general project parameters are as follows:

- **Target Project Budget:** \$4 million (including all soft costs)
- **Estimated Construction Budget:** \$3.5 to \$3.6 million
- **Approximate Building Size:** 12,000 sq. ft. ±
- **Design Program Basis:** Feasibility Study report for the Merrimac Public Safety Complex dated: July 27, 2016, by KHT Architects

As part of Luna Design Group's services, the following disciplines will be provided:

- **Architectural**
- **Mechanical, Electrical, Plumbing and Fire Protection: Preliminary building systems determination.**
- **Cost Estimating**

Scope of Services

Based upon these parameters. The scope of items addressed in this feasibility study are as follows:

- Review all existing information regarding the proposed site location.
- Review in detail the preliminary design work prepared by KHT Associates
- Interview key stakeholders as necessary to determine programing and space utilization.
- Prepare floor plan options for the proposed structure.
- Prepare conceptual elevation studies for the proposed structure.
- Prepare and outline specification of the proposed materials and building systems.
- Prepare one conceptual renderings of the proposed structure.
- Prepare a schematic cost estimate incorporating design, escalation & construction contingencies.
- Meet with Town of Merrimac stakeholders to discuss and present the design process. A maximum of three meetings are included in LDG's base fee.

Schedule

LDG's anticipated schedule is 12 weeks to complete this study. LDG is prepared to begin work upon contract execution.

Terms and Conditions:

The attached "Terms and Conditions of Agreement", dated July 1, 2024, are included as an integral part of this proposal. Terms and Conditions of Agreement are good for one year from contract execution.

Owner's Responsibilities

Our work is based on the goals established at our initial meeting. In addition to this information, you will provide all necessary legal and physical information concerning the building site as necessary for Luna Design Group to perform this work.

Fee:

Luna Design Group proposes to provide professional design services as previously defined for a fixed fee of \$40,000 plus all reimbursable expenses. LDG will submit a separate fee for the remaining professional services; design development through construction should the project move forward. An initial payment of \$20,000 is requested to begin work, with the balance due upon your approval of the final study.

Reimbursable Expenses

Direct expenses for any outside services shall be billed at cost, plus a 15% administrative fee. LDG will consult with Town of Merrimac staff and obtain written approval before incurring such expenses. The anticipated reimbursable expenses at this time include the following:

Project Exclusions

The following services are excluded from LDG's basic services and fee:

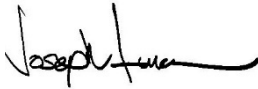
- Hazardous material abatement sampling, report, and lab testing.
- Site Survey and/or Civil work.
- Field or exploratory testing.
- Revisions to previously approved work.
- Outside consultant not specifically defined in this proposal.

Additional Services

These are services beyond those agreed to including, among others, revisions due to Town of Merrimac adjustments in the project scope, quality or budget. Additional services shall be billed at hourly rates in accordance with Luna Design Group's standard terms and conditions of agreement.

Work will be initiated upon receipt of a written Notice to Proceed and/or signature to this agreement. Thank you for the opportunity to submit this proposal. We look forward to initiating our professional association with you and the Town of Merrimac.

Very truly yours,



Joseph L. Luna, AIA
Principal: Luna Design Group

Agreed & Accepted

For the Town of Merrimac

Date:

Luna Design Group, Inc.

Terms and Conditions of Agreement

July 1, 2024

Professional Services:

Fixed Fee Projects: Billings are based on the percent completed of each phase of our work.

Hourly Projects: Billings are based on the hours worked, including travel time. When an estimated total has been given, it is not an upset figure but is provided solely to assist you in project planning. Luna Design Group's hourly rates are as follows through December 31, 2024:

Architect/Principal:	\$325.00 hr.
<i>(For Schematic Design or Consulting Services Only)</i>	
Architect/Principal:	\$300.00 hr.
<i>(For full Architectural Services)</i>	
Project Manager Architect - Senior Level II:	\$250.00 hr.
Project Manager Staff Architect:	\$225.00 hr.
Project Manager - Level I (Non-Registered):	\$185.00 hr.
Drafting:	\$110.00 hr.

Overtime: Overtime services will be provided with your authorization only, at 1.5 times the hourly rate.

Estimated Fees and Services:

The proposal is valid for thirty days. Should you ask us to begin work before executing an agreement; you agree that the proposed terms are the contract in force between us subject to amendment when the agreement is executed.

Owners Responsibilities:

You agree to provide legal and physical information about the site and/or buildings and accounting and insurance counseling services as may be required. We will rely on the accuracy and completeness of this information.

Invoices:

You will receive an invoice every 28 days for services performed during the previous 4 weeks, or an invoice at the completion of each phase, as defined in the attached proposal or contract. Interest will be added 45 days from the invoice date at 1.5% per month. *Payment is due upon receipt of invoice.* We reserve the right to suspend work without breach of contract if your account is past due. Should receipt of payment not be paid within a maximum time of 60 days from the date of the invoice, LDG reserves the right to turn the defaulted account over to an independent collection agency. All fees associated with collection agency fees shall be considered in addition to the outstanding monies, and will be billed at cost plus 10%.

Reimbursable Expenses:

Reimbursable expenses such as photocopies, large format copying, CAD plotting, long distance communications, travel, mileage to be billed at current IRS rate, delivery, photography, outside consultants, renderings, professional models (beyond those used as a design tool), and any additional insurance that you request will be billed at our cost, plus 20 percent. Costs are subject to change on 1/1 and 7/1 of each year. Revised costs will be furnished upon request. Current costs for printing and CAD plots are as follows:

<u>Printing/CAD Plotting:</u>			<u>Color Printing:</u>			<u>B&W Printing:</u>		
Bond	\$1.00/sq.ft.		8½ x 11	\$3.00/sheet		8½ x 11	\$0.08/sheet	
Vellum	\$2.50 /sq.ft.		11 x 17	\$10.00/sheet		11 x 17	\$0.15/sheet	
Film (mylar)	\$5.00/sq.ft.					Photocopies	\$0.10/sheet	

Terms and Conditions of Agreement (Continued)**Change of Scope:**

We reserve the right to renegotiate our fee if the agreed upon scope is changed or if our services are not completed within 12 months.

Additional Services:

These are services beyond those agreed to, including among others, revisions due to your adjustments in the project scope, quality, or budget. The use of contracts other than the AIA standard 1997 edition or Luna Design Group's Proposal for Architectural Services is an Additional Service as are the legal fees we incur in executing these nonstandard agreements. Additional Services will be billed at our hourly rates and our consultants at their hourly rates, plus 20 percent.

Design/Build:

You may solicit Design/Build Proposals based on our documents, understanding that you will be responsible for the engineers' computations, certifications, code compliance, and the coordination of this work. Our review of Design/Build work is solely for compatibility with our design intent.

Dispute Remedy:

All claims and disputes relating to our services shall be resolved by binding arbitration, unless the parties mutually agree otherwise. Any demand for arbitration shall be subject to the same statute of limitation in effect for a civil action.

Change Orders:

We will review change orders for your approval. You agree that additional change orders resulting from projects constructed by the Fast Track method where our design and coordination services may be out of conventional sequence are not due to a breach of our agreed upon obligations.

Shop Drawings:

Our review of shop drawings is for conformance to the design intent and Construction Documents and shall not relieve the Contractors from any agreed obligations.

Cost Estimating:

Since, as Architects, we have no control over the cost of labor, materials, equipment, and the Contractor's method of determining prices, or over-competitive bidding and market conditions. Our opinions of probable construction costs are made on the basis of our experience and qualifications. These opinions represent our best judgment as Architects familiar with the construction industry; however, we cannot guarantee that proposals, bids or the actual construction cost will not vary from our opinions of probable cost. If, as the Owner, you wish greater assurance as to the construction cost, you shall employ, at your own cost, an independent cost estimator and/or a qualified General Contractor.

Existing Conditions:

In as much as remodeling and/or rehabilitation of an existing building requires that certain assumptions be made regarding existing conditions, and because some of these assumptions cannot be verified without expending great sums of additional money, or destroying otherwise adequate or serviceable portions of the building, you agree that, except for negligence on our part, you will hold harmless and indemnify Luna Design Group, Inc. for and against any and all claims, damages, awards, and costs for defense arising out of the professional services provided under this agreement related to verification of existing conditions.

Insurance:

We are protected by Workman's Compensation, Professional Liability, and Standard Public Liability Insurance. We will furnish copies of insurance certificates at your request.

Terms and Conditions of Agreement (Continued)**Limitation of Liability:**

For any damage or costs resulting from our errors, omissions, or other professional negligence, our liability to all claimants at any time will be limited to a single aggregate sum not to exceed of \$100,000 or our fee, whichever is greater. We will waive this limitation provided you pay an additional 5 percent of our fee. This is in consideration for the greater risk involved and should not be construed as a charge for additional insurance.

Use of Architect's Drawings:

All of LDG's drawings, specifications, CAD files, models, etc. are instruments of service solely with the respect to this project. You may retain copies for reference, but you may not use these documents on other projects, nor may you use these documents to complete this project without LDG unless we are adjudged to have breached our obligations. Any unauthorized use of the documents shall be at your sole risk and without liability to LDG, and you shall defend, indemnify and hold LDG harmless from and against all claims arising there from.

Termination and Suspension:

This Agreement may be terminated by either party upon 7 days written notice should the other fail to perform by these agreed terms. In the event of termination or project suspension, you agree to pay for services and reimbursable expenses due. If you suspend the project for more than 3 months, we reserve the right to renegotiate the balance of our fee to reflect current personnel costs and project restart. Should our services be terminated without breach of our obligations, you agree to release us from all liability from the work we perform.

Should the project be suspended without cause or any breach of Luna Design Group's obligations after 30 days from LDG's notice to proceed, all initial retainer payments will be refunded in one half the retainer amount. This partial refund is to accommodate the necessary rescheduling of Luna Design Group staff that were assigned to perform work on your project.

Asbestos, Lead Paint, and Other Hazardous Waste:

We do not perform and are not insured for services related to the identification, containment, or removal of asbestos, lead paint, PCB's, or hazardous waste including pollutants, nor will we assume liability for any damages or costs related to these materials.

Publicity:

You agree to credit us in publicity involving the project design. We will publicly reveal project information only with your prior approval.

Photography & Future Marketing:

At Luna Design Group's discretion, LDG shall be permitted photograph, with your prior authorization, your finished project. LDG will market photographs in any and all of its business promotional materials (oral or written) in any fashion that would normally be considered appropriate as a reference source for prospective new business clients to consider as the work product of Luna Design Group. Any incidental costs (i.e. cleaning, accommodations, and security) will be paid by Luna Design Group. Photographic rights will remain the property of the photographer and/or Luna Design Group.

Successors and Assigns:

You and we agree, respectively, to bind ourselves, our successors and our assigns to the terms of Agreement. You recognize that we may assign our agreement with you to a Luna Design Group, Inc. controlled entity for the purpose of compliance with professional registration laws.

Standard of Care:

In accepting these terms, you acknowledge the inherent risk associated with construction. In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by competent members of our design professions practicing in this locality.



SUPPLIER DIVERSITY OFFICE

One Ashburton Place, Suite 1410

Boston, MA 02108-1552

Maura Healey

Governor

Kim Driscoll

Lieutenant Governor

Matthew Gorzkowicz

Secretary

William M. McAvo

Executive Director

May 8, 2024

Mr. Joseph Luna

Luna Design Group, Inc.

100 Conifer Hill Drive, Suite 406

Danvers, MA 01923

Dear Mr. Luna:

Congratulations! Your firm has been renewed as a minority business enterprise (MBE) with the Supplier Diversity Office ("SDO") under the business description of **FULL SERVICE ARCHITECTS**. Your firm will be listed in the SDO Certified Business Directory and the Massachusetts Central Register under this description. **This letter serves as the sole proof of your SDO certification.** Your designation as a MBE is valid for three (3) years unless revoked pursuant to 425 CMR 2.00.

Your firm's next renewal date is February 24, 2027. SDO will send written renewal notices to your business and/or e-mail address on file approximately thirty (30) business days prior to your firm's three (3) years certification anniversary. Additionally, every six (6) years, certified companies that wish to remain certified may undergo a substantive review which will require certain updated supporting documentation.

SDO also reserves the right to monitor your firm and to perform random spot checks to ensure the firm continues to meet the certification criteria. Your firm is required to notify the SDO in writing of any material changes. Examples include but are not limited to changes in its business description, as well as business phone number, fax number, business' physical location, webpage and e-mail addresses. Other reportable changes include business structure, ownership (the business is sold or transferred), control and outside employment. You also have a duty to report decertification and debarment notices from this or any other jurisdiction. Failure to abide by the continuing duty requirements shall constitute grounds for the firm's decertification.

We look forward to working with you and your firm to maximize its business opportunities. Should you have any questions, please feel free to contact us via email at wsgdo@state.ma.us.

Sincerely,

Wanda Colon-D'Angelo

Director, Diverse and Small Business Certification

Attachment: Joseph Luna Contract (Highway Garage Engineering Proposal)



Agenda Item
Merrimac Select Board
10/07/24

Property Use Permit-Town Forest Soccer Fields

Subject:

Attachments:

Property Use Permit-Town Forest Soccer Fields_Redacted

RE_ Property Use Permit_Redacted

From: [JonathanTown Forest Soccer Fields Hewey](#)
To: [Jennifer Penney - Select Board \(X3080\)](#)
Subject: New submission from Property Use Permit
Date: Friday, September 20, 2024 2:47:29 PM

Date
09/20/2024
Property Requested
Town Forest Soccer Fields
Date and Time Property Requested For
11/09/2024 from 11am-5pm
Purpose of Request
Merrimac Police Association Fundraiser
Organization Name
Merimac Police Department
Is your group a for profit entity?
No
Name of Applicant
Jonathan Hewey
Address
2 Jana Way Merrimac MA 01860 (Merrimac Police Department)
Email
jhewey@merrimacpolice.org
Phone
[REDACTED]
Additional Event Details
Is the event open to the public?
Yes
Will an admission be charged?
Team Fee
Is this a fundraiser?
Yes
Will there be music?
Potentially
Will refreshments be served?

Attachment: Property Use Permit-Town Forest Soccer Fields_Redacted (Property Use Permit-Town Forest Soccer Fields)

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

From: [Jonathan Hewey](#)
To: [Jennifer Penney - Select Board \(X3080\)](#)
Subject: RE: Property Use Permit
Date: Friday, September 20, 2024 2:43:12 PM

Good afternoon,

I was able to find out that 11/2 is soccer's last game and they are deciding if they want to do a ceremony after the games in celebration of their season. To make things easier I decided to push back the dodgeball fundraiser a week to Saturday 11/9. I will submit a new property use permit in a few minutes. If this does not work or if I can do anything else to help please let me know. Thank you.

Respectfully,

Jon Hewey

From: Jennifer Penney - Select Board (X3080) <selectmen@townofmerrimac.com>
Sent: Tuesday, September 17, 2024 9:08 AM
To: Jonathan Hewey <JHewey@merrimacpolice.org>
Subject: RE: Property Use Permit

Hi Jonathan,

At their meeting on 9/9/24, the select board requested you reach out to Jonathan Caulfield of Merrimac Soccer to confirm that there isn't a conflict with soccer on the date of your event. His email is [REDACTED]

Please let me know once you receive confirmation. Thanks.

Best,

Jennifer Penney

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

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

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

Notice:

Attachment: RE_ Property Use Permit_Redacted (Property Use Permit-Town Forest Soccer Fields)

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

Attachment: RE_ Property Use Permit_Redacted (Property Use Permit-Town Forest Soccer Fields)



Agenda Item
Merrimac Select Board
10/07/24

Police-FY2025 State 911 Grants

Subject:

Attachments:

Police-FY2025 State 911 EMD Grant

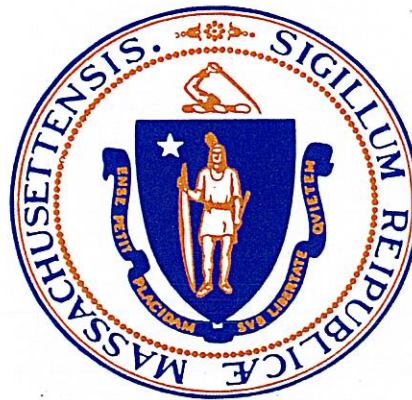
Police-FY2025 State 911 SI Grant

State 911 Department - Emergency Medical Dispatch Grant Application

State 911 PSAP Support and Incentive Grant

Commonwealth of Massachusetts

Executive Office of Public Safety and Security
State 911 Department



State 911 Department
Emergency Medical Dispatch Grant Application
Fiscal Year 2025

All applications shall be mailed or hand delivered or via Commbuys,
www.commbuys.com, BID # BD-24-1044-EPS90-ADMN-99588

All applications must be received by 5:00 P.M. on Monday, December 30, 2024.

Attachment: Police-FY2025 State 911 EMD Grant (Police-FY2025 State 911 Grants)

FY 2025 Emergency Medical Dispatch Grant

Application Checklist

- ☒ Signed and Dated Emergency Medical Dispatch Grant Application Cover Page
- ☒ Completed Emergency Medical Dispatch Grant Budget Worksheet; to include requested funding by category and detailed narrative
- ☐ Attached CEMDR Agreement/Contract, if requesting funds under this category
- ☐ Attached quote(s) for EMD Protocol Reference System, if applicable
- ☐ Attached Medical Director Contract/Agreement, if applicable
- ☐ Attached Contract/Agreement with Third-party Vendor conducting Q/A on EMD call review, if applicable
- ☒ Completed Contractor Authorized Signatory Listing Form* signed by a City or Town Official
 - ☒ Completed and Notarized Contractor Authorized Signatory - Individual Form* for the City or Town Official who signed the Contractor Authorized Signatory Listing Form
 - ☒ Completed and Notarized Contractor Authorized Signatory - Individual Form* for each Signatory listed on the grant
- ☒ Completed Highlighted Sections, Signed and Dated Standard Contract Form

***Office of State Comptrollers has confirmed these new forms are applicable to all PSAPs and RECCs.**

DO NOT SUBMIT A DOUBLE-SIDED APPLICATION

All applications with original signatures shall be submitted to:

**State 911 Department
151 Campanelli Drive, Suite A
Middleborough, MA 02346**

Attachment: Police-FY2025 State 911 EMD Grant (Police-FY2025 State 911 Grants)

FY 2025 EMERGENCY MEDICAL DISPATCH GRANT

Name of Eligible Entity / PSAP / RECC	Town of Merrimac, Police Department
Address	2 Jana Way
City/Town/Zip	Merrimac, MA 01860
Telephone Number	978-346-8321
Fax Number	978-346-0592
Website	www.merrimacpolice.org
Name & Title of Authorized Signatory	Eric M Shears, Chief of Police
Telephone Number	978-346-8321
Email Address	eshears@merrimacpolice.org
Name & Title Grant Contract Manager	Eric M Shears, Chief of Police
Telephone Number	978-346-8321
Email Address	eshears@merrimacpolice.org

Total Grant Program Funds Requested \$ 1,923.32

Applicant meets the EMD requirements established by the State 911 Department by:

Providing EMD in-house utilizing certified emergency medical dispatchers and the following Emergency Medical Dispatch Protocol Reference System (EMDPRS):

☒ APCO ☐ PowerPhone ☐ Priority Dispatch

OR

Utilizing the following Certified EMD Resource: _____

CEMDR's Emergency Medical Dispatch Protocol Reference System (EMDPRS):

☐ APCO ☐ PowerPhone ☐ Priority Dispatch

Authorization and Certification

Through its submission of this application to the State 911 Department, the applying governmental entity and the authorized signatory of the applying governmental entity affirms and declares that all information submitted to the State 911 Department regarding the application, reimbursements, budget modifications, reporting, and any and all other submissions required throughout the duration of the grant process, its award and execution shall be true and verifiable through source documentation. The above noted documents, excluding this application, will no longer require a signature at the time of submission. Submission of this application by the applying governmental entity and authorized signatory shall be applicable to any and all transactions submitted under a contract awarded as the result of this application.

Sign below to acknowledge having read and agreed to the grant conditions and reporting requirements listed in the grant guidelines.

Signed under the penalties of perjury this _____ day of _____, 20 ____.

ORIGINAL SIGNATURE OF AUTHORIZING SIGNATORY

Attachment: Police-FY2025 State 911 EMD Grant (Police-FY2025 State 911 Grants)

**FY 2025 Emergency Medical Dispatch
Grant Budget Worksheet**

Funding Category	Amount Requested	Detailed Narrative
1. Certified EMD Resource	\$	Name of CEMDR: (Attached copy of signed contract with CEMDR)
2. Emergency Medical Dispatch Protocol Reference System	\$	EMD Guide/Cardsets, EMD Annual Maintenance, EMD Software (if eligible entity). (Attach quote(s) for this category)
3. Other Emergency Medical Dispatch and Quality Assurance of Emergency Medical Dispatch Services	\$ 1,923.32	Dispatch Supervisor Mark Sayers conducting EMD Q/A review on 10% of 565 calls (amount reported on annual Certificate of Compliance form) 30 minutes per call = 29 hours x \$49.08/hr OT = \$1423.32 Police Department CPR certified training instructor conducting (2) 4-hour CPR courses @ \$62.50/hr = \$500.00 For Q/A, PSAPs must provide name of the individual(s), pay rate and number of Q/A review hours you are requesting. Attach signed contract for Medical Director or Third-party vendor conducting EMD case review for this category. For CPR Instructor, list name of instructor, # of 4-hour courses being taught and OT pay rate.
Total Amount of Grant Funding Requested	\$ 1,923.32	

Attachment: Police-FY2025 State 911 EMD Grant (Police-FY2025 State 911 Grants)

FY 2025 Emergency Medical Dispatch Grant

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: Town of Merrimac (and d/b/a): Merrimac Police Department		COMMONWEALTH DEPARTMENT NAME: State 911 Department MMARS Department Code: EPS	
Legal Address: (W-9, W-4): 4 School St Merrimac MA, 01860		Business Mailing Address: 151 Campanelli Drive, Suite A, Middleborough, MA 02346	
Contract Manager: Chief Eric M Shears	Phone: 978-346-8321	Billing Address (if different):	
E-Mail: eshears@merrimacpolice.org	Fax: 978-346-0592	Contract Manager: Cindy Reynolds	Phone: 508-821-7299
Contractor Vendor Code: VC 6000191880		E-Mail: 911DeptGrants@mass.gov	Fax: 508-947-1452
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CT EPS EMDG	
RFR/Procurement or Other ID Number: FY25 EMDG			
<u>X</u> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☒ Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form, scope, budget) ☐ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		___ CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20__. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) ☐ Amendment to Date, Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): ☒ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services ☐ Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . ☐ Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ _____.			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: ☒ agree to standard 45 day cycle ___ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Contract is for the reimbursement of funds under the State 911 Department FY 2025 Emergency Medical Dispatch Grant as authorized and awarded in compliance with the grant guidelines and the grantee's approved application.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ☐ 1. may be incurred as of the Effective Date (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. ☐ 2. may be incurred as of ____, 20__, a date LATER than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. ☐ 3. were incurred as of ____, 20__, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2025</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: _____ Print Title: _____		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: Frank Pozniak Print Title: Executive Director	



Commonwealth of Massachusetts CONTRACTOR AUTHORIZED SIGNATORY LISTING

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

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

Contractor Legal Name Merrimac Police Department	Contractor Vendor/Customer Code (if available, not the Taxpayer Identification Number or Social Security Number) VC 6000191880
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INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

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

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

Authorized Signatory Name	Signature (Signature as it will appear on contract or other documents)	Title	Phone Number	Email Address
Eric M Shears		Chief of Police	978-346-8321	eshears@merrimacpolice.org

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

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

Please note you cannot self-certify your own signature as a single signer listed above.

Signature	Date
Print Name Chris Manni	Phone Number 978-346-8861
Title Chairman Board of Selectmen	Email Address selectmen@townofmerrimac.com

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

Attachment: Police-FY2025 State 911 EMD Grant (Police-FY2025 State 911 Grants)

REMINDER:

THE STATE 911 DEPARTMENT REQUIRES A **NOTARIZED** *PROOF OF AUTHENTICATION OF SIGNATURE FORM* FOR THE **PERSON** WHO **SIGNS** THE CONTRACTOR AUTHORIZED SIGNATORY LISTING FORM **ABOVE** AND FOR **EACH PERSON** LISTED AS AN AUTHORIZED SIGNATORY ON THE GRANT.



Commonwealth of Massachusetts

CONTRACTOR AUTHORIZED SIGNATORY FORM

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

Notarized Signature for Individual, Sole-Proprietor or Single Member LLC (must match Form W-9 tax classification)

Contractor Legal Name Merrimac Police Department	Contractor Vendor/Customer Code (if available, not the Taxpayer Identification Number) VC 6000191880
--	--

INSTRUCTIONS: Any Contractor, sole-proprietor, or an individual, must provide a notarized signature of the authorized person who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf.

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

Signature (ink on paper) Contractor Signature as it will appear on contract or other documents (Complete only in presence of notary)	
Print Signatory's full legal name Chris Manni	Title Chairman Board of Selectmen

Certificate of Acknowledgement of Notary Public	
Before me, the undersigned notary public, the above named individual proved to me through satisfactory evidence of identification, to be the person whose name is signed above and acknowledged to me that (he)/(she) signed for its stated purpose.	
Print Notary Name	Notary Signature (ink on paper)
Date	My commission expires on

AFFIX NOTARY SEAL/STAMP

A copy of this document must be attached to the "record copy" of a contract filed with the department.

Attachment: Police-FY2025 State 911 EMD Grant (Police-FY2025 State 911 Grants)



Commonwealth of Massachusetts

CONTRACTOR AUTHORIZED SIGNATORY FORM

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

Notarized Signature for Individual, Sole-Proprietor or Single Member LLC (must match Form W-9 tax classification)

Contractor Legal Name Town of Merrimac	Contractor Vendor/Customer Code (if available, not the Taxpayer Identification Number) VC6000191880
--	--

INSTRUCTIONS: Any Contractor, sole-proprietor, or an individual, must provide a notarized signature of the authorized person who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf.

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

Signature (ink on paper) Contractor Signature as it will appear on contract or other documents (Complete only in presence of notary)	
Print Signatory's full legal name Eric M Shears	Title Chief of Police

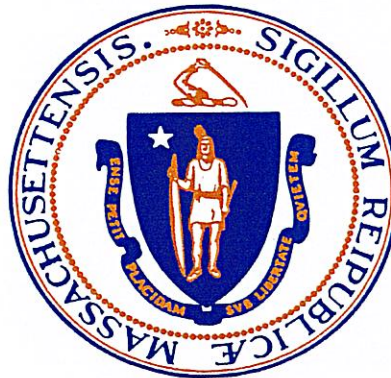
Certificate of Acknowledgement of Notary Public	
Before me, the undersigned notary public, the above named individual proved to me through satisfactory evidence of identification, to be the person whose name is signed above and acknowledged to me that (he)/(she) signed for its stated purpose.	
Print Notary Name	Notary Signature (ink on paper)
Date	My commission expires on

AFFIX NOTARY SEAL/STAMP

A copy of this document must be attached to the "record copy" of a contract filed with the department.

Commonwealth of Massachusetts

**Executive Office of Public Safety and Security
State 911 Department**



State 911 Department

**Public Safety Answering Point and Regional Emergency Communication Center
Support and Incentive Grant Application**

Fiscal Year 2025

All applications shall be mailed or hand delivered or via Commbuys,
www.Commbuys.com, BID # BD-24-1044-EPS90-ADMN-99590

All applications must be received by 5:00 P.M. on Monday, December 30, 2024.

Attachment: Police-FY2025 State 911 SI Grant (Police-FY2025 State 911 Grants)

FY 2025 SUPPORT AND INCENTIVE GRANT

Application Checklist

This section is applicable for all applicants

- ☒ **Demonstration of Compliance with MassGIS Reporting Requirement**
- ☒ Signed and Dated PSAP and RECC Support and Incentive Grant Application Cover Page
- ☐ Completed Budget Summary Page with Mobile Behavioral Health Crisis Response Services amount, if applicable.
- ☒ Completed Budget Narrative Page(s) – Must provide **detailed descriptions** to justify expense in compliance with grant guidelines; attach quotes or estimates (with supporting documentation from the vendor) for each item requested.
 - ☒ **Personnel**
 - ☐ HVAC
 - ☐ CAD
 - ☐ Radio Console: Include **ICIP Form** for new radio console requests
 - ☒ Console Furniture and Dispatcher Chairs
 - ☐ Fire Alarm Receiving & Alerting Equipment
 - ☒ Other Equipment
- Regional Secondary PSAPs Only:**
 - ☐ CPE Maintenance
- ☒ Attached Quotes, if applicable
- ☐ Appendix A – Personnel Costs Form (List Certified Enhanced 911 Telecommunicators)
- ☐ Completed Appendix B – Mobile Behavioral Health Crisis Response Services, if applicable
 - ☐ PSAP's/RECC's Policy/ Procedures or Standard Operating Procedure (SOP) **{{{REQUIRED}}}**
- ☒ Completed Contractor Authorized Signatory Listing Form signed by your City or Town Official*
 - ☐ Completed and Notarized Contractor Authorized Signatory - Individual Form* for the City or Town Official who signed the Contractor Authorized Signatory Listing Form
- ☒ Completed and Notarized Contractor Authorized Signatory - Individual Form* for **each** Signatory listed on the grant.
- ☒ Completed Highlighted Sections, Signed and Dated Standard Contract Form

Regional PSAPs and RECCs ONLY:

- ☐ Public Safety Radio Systems
 - ☐ Interoperable Communications Investment Proposal (**ICIP Form**), if applicable (p. 13).
- ☐ Regional PSAPs and RECCs shall provide a detailed Departmental budget (**FY25 and FY24**) (p. 14).
- ☐ Regional PSAPs and RECCs shall provide an organizational chart that clearly defines all positions (p. 14).
- ☐ Regional PSAPs and RECCs shall provide a five (5) year capital budget (**FY25 – FY30**) (p. 14).
- ☐ Appendix C – Annual Maintenance Contract

***Office of State Comptrollers has confirmed these new forms are applicable to all PSAPs and RECCs.**

FY 2025 SUPPORT AND INCENTIVE GRANT

**DO NOT SUBMIT DOUBLE-SIDED
APPLICATIONS, SUPPORTING
DOCUMENTATION, QUOTES**

OR

**INCLUDE BLANK PAGES FOR WHICH NO
FUNDING IS REQUESTED**

All applications with original “wet” signatures shall be submitted to:

State 911 Department
151 Campanelli Drive, Suite A
Middleborough, MA 02346

or

www.Commbuys.com

**REMINDER: IF SUBMITTING YOUR GRANT APPLICATION VIA
COMMBUYS, YOU MUST *MAIL* THE ORIGINAL SIGNED APPLICATION,
STANDARD CONTRACT FORM, AUTHORIZED SIGNATORY AND
NOTARY FORMS TO THE DEPARTMENT**

FY 2025 SUPPORT AND INCENTIVE GRANT

Type of PSAP: (please check one)

- ☒ Primary
 ☐ Regional
 ☐ Regional Secondary
☐ Regional Emergency Communication Center

Name of Eligible Entity (PSAP/RECC)

Town of Merrimac Police Department

Address

2 Jana Way

City/Town/Zip

Merrimac, MA 01860

Telephone Number

978-346-8321

Fax Number

978-346-0592

Website

www.merrimacpolice.org

Name & Title of Authorized Signatory

Eric M Shears, Chief of Police

Telephone Number

978-346-8321

Email Address

eshears@merrimacpolice.org

Name & Title of Grant Contract Manager

Eric M Shears, Chief of Police

Telephone Number

978-346-8321

Email Address

eshears@merrimacpolice.org

Total Grant Program funds requested:

\$ 30,971.00

Authorization and Certification

Through its submission of this application to the State 911 Department, the applying governmental entity and the authorized signatory of the applying governmental entity affirms and declares that all information submitted to the State 911 Department regarding the application, reimbursements, budget modifications, reporting, and any and all other submissions required throughout the duration of the grant process, its award and execution shall be true and verifiable through source documentation. The above noted documents, excluding this application, will no longer require a signature at the time of submission. Submission of this application by the applying governmental entity and authorized signatory shall be applicable to any and all transactions submitted under a contract awarded as the result of this application.

Sign below to acknowledge having read and agreed to the Authorization and Certification above and the grant conditions and reporting requirements listed in the grant guidelines.

Signed under the penalties of perjury this _____ day of _____, 20 ____.

ORIGINAL SIGNATURE OF AUTHORIZING SIGNATORY

Attachment: Police-FY2025 State 911 SI Grant (Police-FY2025 State 911 Grants)

FY 2025 SUPPORT AND INCENTIVE GRANT

BUDGET SUMMARY

Primary PSAP, Regional PSAP, Regional Secondary PSAP, & RECCs	
CATEGORY	AMOUNT
A. Enhanced 911 Telecommunicator Personnel Costs	\$ 28,485.55
B. Heat, Ventilation, Air Conditioning, and Other Environmental Control Equipment	\$
C. Computer-Aided Dispatch Systems	\$
D. Radio Console	\$
E. Console Furniture and Dispatcher Chairs	\$ 850.00
F. Fire Alarm Receiving and Alerting Equipment Associated with Providing Enhanced 911 Service	\$
G. Other Equipment	\$ 1,635.45
REGIONAL PSAPs and RECCs ONLY	
H. Public Safety Radio Systems	\$
REGIONAL SECONDARY PSAP ONLY	
I. PSAP Customer Premises Equipment Maintenance	\$
SUB-TOTAL/FY25 ALLOCATION	\$ 30,971.00

APPENDIX B: Mobile Behavioral Health Crisis Response Services **REVIEW FOR ELIGIBILITY & ENTER AMOUNT HERE**

\$

REGIONAL PSAPs and RECCs ONLY

APPENDIX C: Up to 60% of one (1) Annual Maintenance Contract (not to exceed \$314,000)

\$

GRAND TOTAL*

\$

30,971.00

*Grand Total = Total allocation and, if requesting, Mobile Behavioral Health Crisis Response Services and Annual Maintenance Contract amounts

Attachment: Police-FY2025 State 911 SI Grant (Police-FY2025 State 911 Grants)

FY 2025 SUPPORT AND INCENTIVE GRANT

DETAIL NARRATIVE

Please make sure that every item listed in the above Budget Summary is listed in below narrative with a detailed description including category of item, price per unit, quantity, brand, model, and any other pertinent and available information. Please include any and all quotes to support the budget narrative. For personnel costs, please complete the Appendix A – Personnel Costs Form. Please use additional pages if needed.

A. Enhanced 911 Telecommunicator Personnel Costs – to defray the costs of salary for enhanced 911 telecommunicator personnel, including enhanced 911 telecommunicators who are emergency communications dispatchers or supervisors. In order to be eligible for such funding, a grantee shall show that the personnel costs to be reimbursed: (1) cover only personnel who are trained and certified as an enhanced 911 telecommunicator in accordance with the requirements of the State 911 Department, or are in the process of obtaining such certification, in accordance with the requirements of the State 911 Department; and (2) except as otherwise approved by the State 911 Department, are solely for hours in which such personnel are working in the capacity of an enhanced 911 telecommunicator as their primary job function; and (3) except as otherwise approved by the State 911 Department, are solely for hours in which such personnel are conducting quality control/quality assurance of 911 calls. Reimbursement may be allowed for straight time costs for on the job training for new telecommunicators who are in the process of obtaining certification as an enhanced 911 telecommunicator, in accordance with the requirements of the State 911 Department. Reimbursement for personnel costs related to training may be allowed only for training courses that have been approved by the State 911 Department under the Fiscal Year 2025 State 911 Department Training Grant, or with the prior written approval of the State 911 Department. Reimbursement for personnel costs for individuals who have other primary job duties not directly related to enhanced 911 service, such as firefighters or police officers who may occasionally be assigned PSAP enhanced 911 telecommunicator duty, may be allowed only for the documented hours in which the employee is acting primarily in the capacity of an enhanced 911 telecommunicator. For example, if a police officer or firefighter is assigned to work as an enhanced 911 telecommunicator 1 day a week, funding from these grants may only be used to cover the portion of such firefighter or police officer's salary for the 1 day a week that he or she is assigned to enhanced 911 telecommunicator duty. Funding awarded through these grants shall be assigned to specific identified personnel, and the funding shall be applied to the personnel costs associated with such specific identified personnel.

All wage reimbursements authorized under this Program shall be allocated by the grantee in adherence with applicable collective bargaining agreements. However, the State 911 Department is not bound by or required to adhere to grantee collective bargaining agreements when determining allocations or reimbursements.

☒ Attach Appendix A – Personnel Costs Form

Total Category A \$

B. Heat, Ventilation, Air Conditioning and Other Environmental Control Equipment – to defray costs associated with the acquisition and maintenance of heat, ventilation and air-conditioning equipment and other environmental control equipment. Such funds may only be used to purchase, install, replace, maintain, operate, and/or upgrade such equipment used in the physical space used for the provision of enhanced 911 service.

B. Heat, Ventilation, Air Conditioning and Other Environmental Control Equipment

Description:

Vendor:

☐ Attach Quote and mark with letter B

Total Category B \$

Attachment: Police-FY2025 State 911 SI Grant (Police-FY2025 State 911 Grants)

FY 2025 SUPPORT AND INCENTIVE GRANT

C. Computer-aided Dispatch Systems – to defray costs associated with the purchase, installation, replacement, maintenance and/or upgrade of CAD hardware and software used by emergency communication dispatchers, call takers, and 911 operators in primary PSAPs, regional PSAPs, regional secondary PSAPs, and RECCs to initiate public safety calls for service and dispatch, and to maintain the status of responding resources in the field. Funds may be used for mobile devices that are linked to a CAD system. Primary PSAPs may not use funding for records management systems, whether or not part of a CAD system. Regional PSAPs and RECCs may apply for funding for records management systems.

C. Computer-aided Dispatch Systems

Description(s):

Attachment: Police-FY2025 State 911 SI Grant (Police-FY2025 State 911 Grants)

Are the requested items linked to CAD?

If requesting MDT's, list the number of vehicles that are linked to CAD.

Where will the requested items be located?

What will run or be displayed on computers/monitors, if requesting?

Vendor(s):

☐ Attach Quote and mark with letter C

Total Category C

\$

FY 2025 SUPPORT AND INCENTIVE GRANT

D. Radio Consoles – to defray costs associated with the purchase, installation, replacement, maintenance, and/or upgrade of radio consoles to be used at primary PSAPs, regional PSAPs, regional secondary PSAPs, and RECCs. Such funds may only be used to purchase, install, replace, maintain, and/or upgrade such radio consoles used in the physical space used for the provision of enhanced 911 service. All radio consoles shall comply with EOPSS Statewide Inter-Operability Emergency Communications (“SIEC”) special conditions, as may be amended from time to time. The State 911 Department will submit requests for such funding to the SIEC and/or the Statewide Interoperability Coordinator (“SWIC”) for review and confirmation that the requested item(s) comply with the SIEC special conditions. The SIEC special conditions are available at:
<https://www.mass.gov/doc/massachusetts-statewide-communication-interoperability-plan-scip-2020/download>.

Questions relating to the SIEC special conditions should be directed to the SWIC. You may e-mail the SWIC at MA.SWIC@mass.gov.

Applicants requesting funds for interoperable communications components, such as radio consoles, or other communication system components must include with their grant application the Interoperable Communications Investment Proposal (ICIP). The ICIP Template can be found here [ICIP Template Download \(mass.gov\)](#).

D. Radio Consoles

Description(s):

Include use and location for each of the requested item(s).

Vendor(s):

☐ Attach Quote and mark with letter D

Total Category D

\$

Attachment: Police-FY2025 State 911 SI Grant (Police-FY2025 State 911 Grants)

FY 2025 SUPPORT AND INCENTIVE GRANT

E. Console Furniture and Dispatcher Chairs – to defray costs associated with the purchase, installation, replacement, maintenance, and/or upgrade of console furniture and dispatcher chairs necessary for enhanced 911 telecommunicators working at primary PSAPs, regional PSAPs, regional secondary PSAPs, and RECCs to perform their jobs effectively and in an ergonomically appropriate manner. Such funds may only be used to purchase, install, replace, maintain, and/or upgrade such console furniture and dispatcher chairs, including shelving, storage cabinets, and rotary resource files, used in the physical space used for the provision of enhanced 911 service, except as otherwise approved by the State 911 Department, based on supporting documentation that the physical space used for the provision of enhanced 911 service is inadequate to house the equipment, or except as otherwise approved by the State 911 Department based on supporting documentation.

E. Console Furniture and Dispatcher Chairs

Description(s):

Annual maintenance for 2 Evans Desk dispatch consoles @ \$850.00

Have you previously applied for funding for dispatcher chairs?

If so, grant what year?

Are they under warranty?

Include use and location for each of the requested item(s).

Vendor(s):

☒ Attach Quote and mark with letter E

Total Category E

\$ **850.00**

F. Fire Alarm Receiving and Alerting Equipment Associated with Providing Enhanced 911 Service – to defray costs associated with the purchase, installation, replacement, maintenance, and/or update of fire alarm receiving and alerting equipment used at primary PSAPs, regional PSAPs, regional secondary PSAPs, and RECCs. Funding may be used to purchase, install, replace, maintain, and/or update systems used by such PSAPs to alert remote station personnel of emergency responses, including hardware and components installed within remote station locations. Funding for street or structure based cable or radio fire alarm boxes and related hardware is not permitted.

F. Fire Alarm Receiving and Alerting Equipment Associated with Providing Enhanced 911 Service

Description:

Vendor:

☐ Attach Quote and mark with letter F

Total Category F

\$

Attachment: Police-FY2025 State 911 SI Grant (Police-FY2025 State 911 Grants)

FY 2025 SUPPORT AND INCENTIVE GRANT

G. Other Equipment and Related Maintenance Associated with Providing Enhanced 911 Service – to defray costs associated with the purchase, installation, replacement, and/or maintenance of other equipment used in the physical space used for the provision of enhanced 911 service, except as otherwise approved by the State 911 Department, based on supporting documentation that the physical space used for the provision of enhanced 911 service is inadequate to house the equipment, or except as otherwise approved by the State 911 Department based on supporting documentation. Funding may be used for, but is not limited to: support technology (such as printers, headsets, and call recorders); supplies (such as disc and printer cartridges); hardware and support costs (excluding monthly recurring telephone service costs) for telephones; acoustic wall coverings; ESD-resistant flooring; lighting; and security equipment used for securing access to the PSAP to prevent entry by the public or unauthorized personnel.

G. Other Equipment and Related Maintenance Associated with Providing Enhanced 911 Service

Description(s):

Toshiba Studio 4515ac copier/scanner/fax, lease for 10 months @ approximately \$123.00 per month = \$1230.00 Copier is located just outside Dispatch and is used for receiving faxed paperwork, allowed scanning for dispatch documents including Q/A reports and copying dispatch documents. Additional charges are listed on page two which are for ink usage. Amount varies every month depending on usage.

Two (2) Hewlett Packard Laser-Jet Pro M404dn printers are used for printing dispatch documents and are located in the dispatch center. We would like to purchase four (3) ink cartridges @ \$ 86.65 = \$259.95 (10 months requested)

Paper is utilized in dispatch for a number of reasons. We go through approximately 5 cases of paper in dispatch per year. We will purchase 3 cases of paper in the next ten months @ 48.50 per case. Total requested for 3 cases of paper is \$145.50

Include use and location for each of the requested item(s). Dispatch use, located in dispatch center.

What will run or be displayed on computers/monitors, if requesting? Explanation in descriptions

Vendor(s): Toshiba, Staples, HP

☒ Attach Quote and mark with letter G

Total Category G

\$ **1,635.45**

REMINDER: Disposal of Equipment Purchased with Grant Funding: Grantees may replace and/or dispose of equipment purchased with funds under the State 911 Department grant programs only if such equipment has reached the end of its useful life, in accordance with the manufacturer's warranty or industry expected useful life, whichever is longer. Disposal shall be in compliance with municipal guidelines, and equipment may be transferred to public entities for public municipal purposes only.

All goods and/or services shall be received on or before June 30, 2025 to be eligible for reimbursement under the Fiscal Year 2025 State 911 Department Public Safety Answering Point and Regional Emergency Communication Center Support and Incentive Grant.

Attachment: Police-FY2025 State 911 SI Grant (Police-FY2025 State 911 Grants)

FY 2025 SUPPORT AND INCENTIVE GRANT
REGIONAL PSAPs & RECCs ONLY

H. Public Safety Radio Systems – to defray costs associated with the acquisition and maintenance of radio systems (including circuit costs for connectivity) used for police, fire, emergency medical services, and/or emergency management communications. Only Regional PSAPs and RECCs are eligible for funding in this category. All radio systems shall comply with EOPSS Statewide Inter-Operability Emergency Communications (“SIEC”) special conditions, as may be amended from time to time. The State 911 Department will submit requests for such funding to the SIEC and/or the Statewide Interoperability Coordinator (“SWIC”) for review and confirmation that the requested item(s) comply with the SIEC special conditions. The SIEC special conditions are available at:

<http://www.mass.gov/eopss/docs/ogr/homesec/sd-siec-specialconditionsradiofrequenciesdec09.pdf>.

Questions relating to the SIEC special conditions should be directed to the SWIC. You may e-mail the SWIC at MA.SWIC@state.ma.us.

Applicants requesting funds for interoperable communications components, such as radios, or other communication system components must include with their grant application the Interoperable Communications Investment Proposal (ICIP). The ICIP Template can be found here [**ICIP Template Download \(mass.gov\)**](#).

Description(s):

Vendor(s):

☐ Attach Quote and mark with letter H

Total Category H

\$

All goods and/or services shall be received on or before June 30, 2025, to be eligible for reimbursement under the Fiscal Year 2025 State 911 Department Public Safety Answering Point and Regional Emergency Communication Center Support and Incentive Grant.

Attachment: Police-FY2025 State 911 SI Grant (Police-FY2025 State 911 Grants)

FY 2025 SUPPORT AND INCENTIVE GRANT

REGIONAL SECONDARY PSAP ONLY

I. Regional Secondary PSAP 911 Customer Premises Equipment Maintenance – to defray costs associated with maintaining PSAP 911 customer premises equipment. ONLY regional secondary PSAPs are eligible for funding in this category.

(The Department assumes the responsibility of all costs for maintenance of CPE at all primary PSAPs and regional PSAPs and RECCs). Note: Regional Secondary PSAPs are eligible for the purchase, installation and/or upgrade of CPE equipment under the State 911 Department Regional PSAP and Regional Secondary PSAP and RECC Development Grant.

Description:

Vendor:

☐ Attach Quote and mark with letter I

Total Category J

\$

All goods and/or services shall be received on or before June 30, 2025, to be eligible for reimbursement under the Fiscal Year 2025 State 911 Department Public Safety Answering Point and Regional Emergency Communication Center Support and Incentive Grant.

Attachment: Police-FY2025 State 911 SI Grant (Police-FY2025 State 911 Grants)

FY 2025 SUPPORT AND INCENTIVE GRANT COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: Town of Merrimac (and d/b/a): Merrimac Police Department		COMMONWEALTH DEPARTMENT NAME: State 911 Department MMARS Department Code: EPS	
Legal Address: (W-9, W-4): 4 School St Merrimac, MA 01860		Business Mailing Address: 151 Campanelli Drive, Suite A, Middleborough, MA 02346	
Contract Manager: Chief Eric M Shears	Phone: 978-346-8321	Billing Address (if different):	
E-Mail: eshears@merrimacpolice.org	Fax: 978-346-0592	Contract Manager: Cindy Reynolds	Phone: 508-821-7299
Contractor Vendor Code: VC 6000191880		E-Mail: 911DeptGrants@mass.gov	Fax: 508-947-1452
Vendor Code Address ID (e.g. "AD001"): AD 001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CT EPS SUPG	
X NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☒ Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form, scope, budget) ☐ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20 ____. Enter Amendment Amount: \$ _____, (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) ☐ Amendment to Date, Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): ☒ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services ☐ Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . ☐ Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <u>new</u> total if Contract is being amended). \$ <u>30971.00</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days — % PPD; Payment issued within 15 days — % PPD; Payment issued within 20 days — % PPD; Payment issued within 30 days — % PPD. If PPD percentages are left blank, identify reason: ☒ agree to standard 45 day cycle — statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); — only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Contract is for the reimbursement of funds under the State 911 Department FY 2025 Public Safety Answering Point and Regional Emergency Communication Center Support and Incentive Grant as authorized and awarded in compliance with the grant guidelines and the grantee's approved application.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ☐ 1. may be incurred as of the Effective Date (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. ☐ 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. ☐ 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2025</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Captured at Time of Signature) Print Name: _____ Print Title: _____		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Captured at Time of Signature) Print Name: Frank Pozniak Print Title: Executive Director	

(Updated 7/22/2021)



Commonwealth of Massachusetts CONTRACTOR AUTHORIZED SIGNATORY LISTING

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

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

Contractor Legal Name Merrimac Police Department	Contractor Vendor/Customer Code (if available, not the Taxpayer Identification Number or Social Security Number) VC6000191880
--	---

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

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

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

Authorized Signatory Name	Signature (Signature as it will appear on contract or other documents)	Title	Phone Number	Email Address
Eric M Shears		Chief of Police	978-346-8321	eshears@merrimacpolice.org

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

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

Please note you cannot self-certify your own signature as a single signer listed above.

Signature	Date
Print Name Chris Manni	Phone Number 978-346-8861
Title Chairman Board of Selectmen	Email Address selectmen@townofmerrimac.com Town of Merrimac

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

FY 2025 SUPPORT AND INCENTIVE GRANT



Commonwealth of Massachusetts

CONTRACTOR AUTHORIZED SIGNATORY FORM

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

Notarized Signature for Individual, Sole-Proprietor or Single Member LLC (must match Form W-9 tax classification)

Contractor Legal Name Town of Merrimac	Contractor Vendor/Customer Code (if available, not the Taxpayer Identification Number) VC6000191880
--	---

INSTRUCTIONS: Any Contractor, sole-proprietor, or an individual must provide a notarized signature of the authorized person who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf.

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

Signature (ink on paper) Contractor Signature as it will appear on contract or other documents (Complete only in presence of notary)	
Print Signatory's full legal name Chris Manni	Title Chairman Board of Selectmen

Certificate of Acknowledgement of Notary Public	
Before me, the undersigned notary public, the above named individual proved to me through satisfactory evidence of identification, to be the person whose name is signed above and acknowledged to me that (he)/(she) signed for its stated purpose.	
Print Notary Name	Notary Signature (ink on paper)
Date	My commission expires on

AFFIX NOTARY SEAL/STAMP

A copy of this document must be attached to the "record copy" of a contract filed with the department.

FY 2025 SUPPORT AND INCENTIVE GRANT



Commonwealth of Massachusetts

CONTRACTOR AUTHORIZED SIGNATORY FORM

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

Notarized Signature for Individual, Sole-Proprietor or Single Member LLC (must match Form W-9 tax classification)

Contractor Legal Name Town of Merrimac	Contractor Vendor/Customer Code (if available, not the Taxpayer Identification Number) VC6000191880
--	---

INSTRUCTIONS: Any Contractor, sole-proprietor, or an individual, must provide a notarized signature of the authorized person who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf.

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

Signature (ink on paper) Contractor Signature as it will appear on contract or other documents (Complete only in presence of notary)	
Print Signatory's full legal name Eric M Shears	Title Chief of Police

Certificate of Acknowledgement of Notary Public	
Before me, the undersigned notary public, the above named individual proved to me through satisfactory evidence of identification, to be the person whose name is signed above and acknowledged to me that (he)/(she) signed for its stated purpose.	
Print Notary Name	Notary Signature (ink on paper)
Date	My commission expires on

AFFIX NOTARY SEAL/STAMP

A copy of this document must be attached to the "record copy" of a contract filed with the department.

FY 2025 SUPPORT AND INCENTIVE GRANT

Appendix A - Personnel Costs

(List Certified Enhanced 911 Telecommunicators)

NAME OF PSAP:

{List ALL in Alphabetical Order by LAST Name - Not by Rank or Seniority}

[illegible]

*Please use additional pages if needed.

FY 2025 SUPPORT AND INCENTIVE GRANT

Appendix B: Mobile Behavioral Health Crisis Response Services

In addition to the allocation amount noted in the Appendix A of the grant guidelines, Primary PSAPs, Regional Secondary PSAPs, Regional PSAPs, and Regional Emergency Communications Centers that **dispatch** mobile behavioral health crisis response services shall receive additional Support Grant funding to be **used for allowable expenses under this grant program** as follows:

2023 911 Call Volume	Funding Amount
0 - 2,999	\$15,000
3,000 – 3,999	\$20,000
4,000 – 4,999	\$25,000
5,000 – 9,999	\$35,000
10,000 – 19,999	\$45,000
20,000 – 39,999	\$60,000
40,000 – 59,999	\$80,000
60,000 – 99,999	\$100,000
100,000 or more	\$125,000

The calendar year 2023 call volume is available on our website at www.mass.gov/e911.

The following information is required:

1. Grantee's requesting this additional funding **must** include a copy of its PSAP's/RECC's policy/procedure detailing the dispatching of mobile behavioral health crisis response services that clearly explains how the certified telecommunicator dispatches the Behavioral Health Clinician.

Please note the PSAP's/RECC's policy/procedure is a requirement for all requesting this funding. {NOT THE POLICE DEPARTMENT'S POLICY ON MENTAL HEALTH}

2. Who are you partnered with for the provision of providing the mobile behavioral health crisis response services?
3. In the section below, enter the amount(s) in the funding category(ies) [A – G] where the additional mobile behavioral health crisis response service funds are to be added. **Please note this appendix, and the Budget Summary page are where you identify the additional funding, DO NOT add these funds to the funding category(ies) in the budget narrative.**

Funding Category	Amount
A: Personnel Costs	\$ 28,485.55
B: Heat, Ventilation, Air Conditioning	\$
C: Computer-aided Dispatch Systems	\$
D: Radio Consoles	\$
E: Console Furniture & Dispatch Chairs	\$ 850.00
F: Fire Alarm Receiving & Alerting	\$
G: Other Equipment	\$ 1,635.45
TOTAL	\$ 30,971.00

If requesting funds in Category B – G, you must provide the vendor quote(s) AND the detailed description including quantity and the use and location of the requested item(s) below. Please use additional page(s) if needed.

Description:

FY 2025 SUPPORT AND INCENTIVE GRANT

REGIONAL PSAPs & RECCs ONLY

Appendix C – Annual Maintenance Contract – Regional PSAPs and RECCs may apply for a one-time increase in its allocation to defray costs associated with the support of up to sixty percent (60%) of one **(1) maintenance contract** which meets all other eligibility criteria of the grant guidelines. However, no such request shall exceed three hundred and fourteen thousand dollars **(\$314,000)** and shall not be eligible for budget modifications.

Description:

Vendor:

☐ Attach Contract

In the section below, enter the amount in the funding category [B – H] where you are requesting the annual maintenance to be added. **Please note this appendix, and the Budget Summary page are where you identify the additional funding, DO NOT add these funds to the funding category in the budget narrative.**

Funding Category	Amount
B: Heat, Ventilation, Air Conditioning	\$
C: Computer-aided Dispatch Systems	\$
D: Radio Consoles	\$
E: Console Furniture & Dispatch Chairs	\$
F: Fire Alarm Receiving & Alerting	\$
G: Other Equipment	\$
H: Public Safety Radio Systems	\$

State 911 Department Support and Incentive Grant FY2025
PSAP Address & Parcel Map Update Status
Revised: 8/22/2024

Status of YES or PRELIM indicates the eligibility requirement has been met for FY 2025.

For explanation of PRELIM see end of this document.

Address update compliance is within 1 year to-date. Parcel mapping update compliance is within 2 years to-date.

PSAP	ADDRESS UPDATE COMPLIANCE	PARCEL MAP UPDATE COMPLIANCE
ACTON POLICE DEPARTMENT	YES	NO
ACUSHNET POLICE DEPARTMENT	YES	YES
AGAWAM POLICE DEPARTMENT	YES	YES
AMHERST COMMUNICATIONS	YES	YES
ANDOVER POLICE DEPARTMENT	YES	YES
ARLINGTON POLICE DEPARTMENT	YES	YES
ASHBURNHAM POLICE DEPARTMENT	YES	YES
ASHLAND POLICE DEPARTMENT	YES	YES
ATHOL POLICE DEPARTMENT	YES	YES
ATTLEBORO POLICE DEPARTMENT	YES	YES
AUBURN POLICE DEPARTMENT	YES	YES
AVON POLICE DEPARTMENT	YES	YES
AYER SHIRLEY REGIONAL EMERGENCY COMMUNICATIONS CENTER	YES	PRELIM
BARNSTABLE COUNTY SHERIFF'S OFFICE	YES	PRELIM
BARNSTABLE POLICE DEPARTMENT	YES	YES
BEDFORD POLICE DEPARTMENT	YES	YES
BELLINGHAM POLICE DEPARTMENT	YES	YES
BELMONT POLICE DEPARTMENT	YES	YES
BERKLEY POLICE DEPARTMENT	YES	YES
BERKSHIRE COUNTY SHERIFF'S OFFICE	PRELIM	PRELIM
BEVERLY POLICE DEPARTMENT	YES	YES
BILLERICA POLICE DEPARTMENT	YES	YES
BLACKSTONE POLICE DEPARTMENT	YES	YES
BOSTON POLICE DEPARTMENT	YES	YES
BOURNE POLICE DEPARTMENT	YES	NO
BOXBOROUGH POLICE DEPARTMENT	NO	YES
BOXFORD COMMUNICATIONS DEPARTMENT	YES	YES
BOYLSTON POLICE DEPARTMENT	YES	YES
BRAINTREE POLICE DEPARTMENT	YES	YES
BRIDGEWATER POLICE DEPARTMENT	YES	YES
BROCKTON POLICE DEPARTMENT	YES	YES
BROOKLINE POLICE DEPARTMENT	YES	YES
BURLINGTON POLICE DEPARTMENT	YES	YES
CAMBRIDGE COMMUNICATIONS	YES	YES
CANTON POLICE DEPARTMENT	YES	YES
CARLISLE POLICE DEPARTMENT	YES	YES
CARVER POLICE DEPARTMENT	YES	YES
CHARLTON POLICE DEPARTMENT	YES	YES
CHELMSFORD POLICE DEPARTMENT	YES	YES
CHELSEA EMERGENCY COMMUNICATIONS	YES	YES
CLINTON POLICE DEPARTMENT	YES	NO
CONCORD POLICE DEPARTMENT	YES	YES
DALTON COMMUNICATION CENTER	PRELIM	PRELIM
DANVERS POLICE DEPARTMENT	YES	PRELIM
DARTMOUTH POLICE DEPARTMENT	YES	YES
DEDHAM POLICE DEPARTMENT	YES	YES
DENNIS POLICE DEPARTMENT	YES	YES
DIGHTON POLICE DEPARTMENT	YES	YES
DOUGLAS POLICE DEPARTMENT	YES	YES
DOVER POLICE DEPARTMENT	YES	YES
DUKES COUNTY SHERIFF'S OFFICE	PRELIM	YES
EAST BRIDGEWATER POLICE DEPARTMENT	YES	YES
EASTHAM POLICE DEPARTMENT	YES	YES
EASTHAMPTON POLICE DEPARTMENT	PRELIM	YES
EVERETT COMMUNICATIONS CENTER	YES	NO
FALL RIVER POLICE DEPARTMENT	YES	YES
FITCHBURG POLICE DEPARTMENT	YES	YES
FRAMINGHAM POLICE DEPARTMENT	YES	NO
FREETOWN POLICE DEPARTMENT	YES	YES
GARDNER POLICE DEPARTMENT	YES	YES
GEORGETOWN POLICE DEPARTMENT	YES	YES
GLOUCESTER POLICE DEPARTMENT	YES	YES
GRAFTON POLICE DEPARTMENT	NO	YES
GRANBY POLICE DEPARTMENT	YES	YES

Attachment: Police-FY2025 State 911 SI Grant (Police-FY2025 State 911 Grants)

GREAT BARRINGTON POLICE DEPARTMENT	NO	YES
GREENFIELD POLICE DEPARTMENT	YES	YES
GROVELAND POLICE DEPARTMENT	YES	YES
HADLEY POLICE DEPARTMENT	YES	YES
HAMILTON POLICE DEPARTMENT	YES	YES
HANSCOM AIR FORCE BASE	YES	YES
HAVERHILL POLICE DEPARTMENT	YES	NO
HOLYOKE POLICE DEPARTMENT	YES	YES
HOPKINTON POLICE DEPARTMENT	YES	YES
HUDSON POLICE DEPARTMENT	YES	YES
IPSWICH POLICE DEPARTMENT	YES	YES
KINGSTON POLICE DEPARTMENT	NO	YES
LAKEVILLE POLICE DEPARTMENT	YES	YES
LAWRENCE POLICE DEPARTMENT	NO	YES
LEOMINSTER POLICE DEPARTMENT	YES	YES
LEXINGTON POLICE DEPARTMENT	YES	YES
LINCOLN POLICE DEPARTMENT	YES	YES
LITTLETON POLICE DEPARTMENT	YES	YES
LOWELL POLICE DEPARTMENT	YES	YES
LUDLOW POLICE DEPARTMENT	YES	YES
LYNN POLICE DEPARTMENT	PRELIM	PRELIM
LYNNFIELD POLICE DEPARTMENT	YES	NO
MALDEN POLICE DEPARTMENT	YES	YES
MARBLEHEAD POLICE DEPARTMENT	YES	YES
MARION POLICE DEPARTMENT	YES	YES
MARLBOROUGH POLICE DEPARTMENT	YES	YES
MARSHFIELD POLICE DEPARTMENT	YES	YES
MASSACHUSETTS STATE POLICE (NEW BRAintree)	PRELIM	PRELIM
MASSACHUSETTS STATE POLICE (NORTHAMPTON)	PRELIM	PRELIM
MASSACHUSETTS STATE POLICE (SHELburne FALLS)	PRELIM	PRELIM
MATTAPOISETT POLICE DEPARTMENT	YES	YES
MAYNARD POLICE DEPARTMENT	YES	YES
MEDFIELD POLICE DEPARTMENT	YES	YES
MEDFORD POLICE DEPARTMENT	YES	YES
MEDWAY POLICE DEPARTMENT	YES	YES
MELROSE POLICE DEPARTMENT	YES	YES
MERRIMAC POLICE DEPARTMENT	YES	NO
METACOMET EMERGENCY COMMUNICATIONS CENTER	PRELIM	YES
METHUEN POLICE DEPARTMENT	YES	YES
METRO NORTH REGIONAL EMERGENCY COMMUNICATIONS CENTER	PRELIM	PRELIM
MIDDLEBOROUGH POLICE DEPARTMENT	YES	YES
MILFORD POLICE DEPARTMENT	YES	YES
MILLBURY POLICE DEPARTMENT	NO	YES
MILLIS POLICE DEPARTMENT	YES	YES
MILTON POLICE DEPARTMENT	YES	YES
MONTAGUE POLICE DEPARTMENT	YES	YES
NAHANT POLICE DEPARTMENT	NO	YES
NANTUCKET POLICE DEPARTMENT	YES	YES
NASHOBA VALLEY REGIONAL COMMUNICATIONS CENTER	PRELIM	YES
NATICK POLICE DEPARTMENT	YES	YES
NEEDHAM POLICE DEPARTMENT	YES	NO
NEW BEDFORD POLICE DEPARTMENT	YES	YES
NEWBURY POLICE DEPARTMENT	YES	YES
NEWBURYPORT POLICE DEPARTMENT	YES	YES
NEWTON POLICE DEPARTMENT	YES	YES
NORFOLK COUNTY EMERGENCY COMMUNICATIONS CENTER	PRELIM	PRELIM
NORTH ADAMS POLICE DEPARTMENT	PRELIM	YES
NORTH ANDOVER POLICE DEPARTMENT	YES	YES
NORTH ATTLEBOROUGH POLICE DEPARTMENT	YES	YES
NORTH READING POLICE DEPARTMENT	YES	NO
NORTH SHORE REGIONAL 911 CENTER	PRELIM	YES
NORTHAMPTON POLICE DEPARTMENT	YES	YES
NORTHBOROUGH POLICE DEPARTMENT	YES	YES
NORTHBRIDGE POLICE DEPARTMENT	YES	YES
NORTHERN MIDDLESEX REGIONAL EMERGENCY COMMUNICATIONS CENTER	YES	PRELIM
OXFORD POLICE DEPARTMENT	YES	YES
PALMER POLICE DEPARTMENT	NO	YES
PATRIOT REGIONAL EMERGENCY COMMUNICATIONS CENTER	PRELIM	PRELIM
PEABODY POLICE DEPARTMENT	YES	YES
PEMBROKE POLICE DEPARTMENT	YES	YES
PITTSFIELD POLICE DEPARTMENT	YES	YES
PLYMOUTH COUNTY SHERIFF'S OFFICE	PRELIM	PRELIM
PROVINCETOWN POLICE DEPARTMENT	NO	YES
QUINCY POLICE DEPARTMENT	YES	YES

RANDOLPH POLICE DEPARTMENT	NO	YES
RAYNHAM POLICE DEPARTMENT	YES	YES
READING POLICE DEPARTMENT	YES	YES
REGIONAL OLD COLONY COMMUNICATIONS CENTER	PRELIM	PRELIM
REHOBOTH POLICE DEPARTMENT	YES	YES
ROCKPORT POLICE DEPARTMENT	YES	YES
RUTLAND REGIONAL EMERGENCY COMMUNICATION CENTER	PRELIM	YES
SALEM POLICE DEPARTMENT	YES	YES
SALISBURY POLICE DEPARTMENT	NO	YES
SANDWICH POLICE DEPARTMENT	YES	YES
SAUGUS POLICE DEPARTMENT	YES	YES
SCITUATE POLICE DEPARTMENT	YES	YES
SEEKONK POLICE DEPARTMENT	YES	YES
SHARON POLICE DEPARTMENT	YES	YES
SHREWSBURY POLICE DEPARTMENT	YES	YES
SOMERSET POLICE DEPARTMENT	YES	YES
SOMERVILLE POLICE DEPARTMENT	YES	YES
SOUTH HADLEY POLICE DEPARTMENT	YES	YES
SOUTH SHORE REGIONAL EMERGENCY COMMUNICATIONS CENTER	PRELIM	PRELIM
SOUTH WORCESTER COUNTY COMMUNICATIONS CENTER	YES	PRELIM
SOUTHBOROUGH POLICE DEPARTMENT	YES	YES
SOUTHBRIDGE POLICE DEPARTMENT	YES	YES
SOUTHEASTERN MASSACHUSETTS REGIONAL EMERGENCY COMMUNICATIONS CENTER	YES	YES
SPENCER POLICE DEPARTMENT	YES	YES
SPRINGFIELD POLICE DEPARTMENT	YES	YES
STERLING COMMUNICATIONS	YES	YES
STONEHAM POLICE DEPARTMENT	YES	PRELIM
STOW POLICE DEPARTMENT	YES	YES
STURBRIDGE POLICE DEPARTMENT	YES	YES
SUTTON POLICE DEPARTMENT	YES	YES
SWANSEA POLICE DEPARTMENT	YES	YES
TAUNTON FIRE DEPARTMENT	YES	YES
TEMPLETON POLICE DEPARTMENT	PRELIM	PRELIM
TRURO POLICE DEPARTMENT	YES	YES
TYNGSBOROUGH POLICE DEPARTMENT	YES	YES
UPTON POLICE DEPARTMENT	PRELIM	PRELIM
UXBRIDGE POLICE DEPARTMENT	YES	YES
WACHUSETT REGIONAL EMERGENCY COMMUNICATIONS CENTER	PRELIM	PRELIM
WAKEFIELD POLICE DEPARTMENT	YES	YES
WALPOLE POLICE DEPARTMENT	YES	PRELIM
WALTHAM COMMUNICATIONS	YES	YES
WAREHAM POLICE DEPARTMENT	YES	YES
WATERTOWN POLICE DEPARTMENT	YES	YES
WAYLAND POLICE DEPARTMENT	YES	YES
WELLESLEY POLICE DEPARTMENT	YES	YES
WEST BRIDGEWATER POLICE DEPARTMENT	YES	YES
WEST NEWBURY POLICE DEPARTMENT	YES	YES
WEST SPRINGFIELD POLICE DEPARTMENT	YES	YES
WESTBOROUGH PUBLIC SAFETY DISPATCH CENTER	YES	YES
WESTCOMM REGIONAL EMERGENCY COMMUNICATIONS CENTER	PRELIM	PRELIM
WESTFIELD POLICE DEPARTMENT	YES	YES
WESTFORD POLICE DEPARTMENT	YES	YES
WESTMINSTER POLICE DEPARTMENT	YES	YES
WESTON POLICE DEPARTMENT	YES	NO
WESTPORT POLICE DEPARTMENT	YES	YES
WESTWOOD POLICE DEPARTMENT	YES	NO
WEYMOUTH POLICE DEPARTMENT	YES	YES
WILBRAHAM REGIONAL EMERGENCY COMMUNICATIONS CENTER	PRELIM	YES
WILLIAMSTOWN POLICE DEPARTMENT	NO	YES
WILMINGTON POLICE DEPARTMENT	YES	YES
WINCHENDON POLICE DEPARTMENT	YES	YES
WINCHESTER POLICE DEPARTMENT	YES	YES
WOBURN POLICE DEPARTMENT	YES	NO
WORCESTER REGIONAL EMERGENCY COMMUNICATIONS CENTER	PRELIM	PRELIM
YARMOUTH POLICE DEPARTMENT	YES	YES

For address updates: PRELIM status indicates that MassGIS has not received an update from at least one of the municipalities in a regional PSAP/RECC within the last year. We encourage regional PSAPs/RECCs to reach out to MassGIS at Notify911Address@mass.gov.

For parcel mapping updates: PRELIM status indicates one of the following:

- 1) A regional PSAP/RECC has one or more communities that are not meeting the requirement.
- 2) MassGIS has confirmed with staff in the relevant municipal department that the required update is under development and will be delivered in the current calendar year.
- 3) MassGIS has received an update but that update has not yet met the requirements of MassGIS' parcel mapping standard. Failure to achieve compliance means the grant eligibility status automatically reverts to NO in the following fiscal year.

State 911 Department Support and Incentive Grant FY 2025

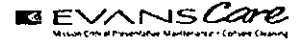
PSAP	Allocation Amount	Support	2	3-9	10+	RECC
MAYNARD	\$32,439	\$32,439				
MEDFIELD	\$41,845	\$41,845				
MEDFORD	\$205,397	\$205,397				
MEDWAY	\$42,694	\$42,694				
MELROSE	\$90,505	\$90,505				
MERRIMAC	\$30,971	\$30,971				
METACOMET EMER. COMM. CTR.	\$1,454,050	\$437,358				\$1,016,692
METHUEN	\$180,964	\$180,964				
METRO NORTH	\$1,754,867	\$545,409				\$1,209,458
MIDDLEBORO	\$92,987	\$92,987				
MILFORD	\$111,259	\$111,259				
MILLBURY	\$49,841	\$49,841				
MILLIS	\$34,389	\$34,389				
MILTON	\$96,077	\$96,077				
MONTAGUE	\$34,292	\$34,292				
NAHANT	\$26,080	\$26,080				
NANTUCKET*	\$87,500	\$87,500				
NASHOBA VALLEY RDD	\$1,041,329	\$411,826				\$ 629,503
NATICK	\$119,806	\$119,806				
NEEDHAM	\$98,451	\$98,451				
NEW BEDFORD	\$555,845	\$555,845				
NEW BRAINTREE MSP	\$518,053	\$158,539				\$ 359,514
NEWBURY	\$31,908	\$31,908				
NEWBURYPORT	\$61,192	\$61,192				
NEWTON	\$302,922	\$302,922				
NORFOLK COUNTY CONTROL	\$3,999,846	\$2,067,163			\$1,932,683	
NORTH ADAMS	\$348,429	\$108,908				\$ 239,521
NORTH ANDOVER	\$100,780	\$100,780				
NORTH ATTLEBOROUGH	\$99,161	\$99,161				
NORTH READING	\$48,134	\$48,134				
NORTHERN MIDDLESEX RECC	\$1,182,037	\$345,927				\$ 836,110
NORTHAMPTON	\$128,493	\$128,493				
NORTHBOROUGH	\$51,709	\$51,709				
NORTHBRIDGE	\$54,688	\$54,688				
OXFORD	\$51,570	\$51,570				
PALMER	\$50,276	\$50,276				
PATRIOT	\$678,842	\$181,051				\$ 497,791
PEABODY	\$232,060	\$232,060				
PEMBROKE	\$62,956	\$62,956				
PITTSFIELD	\$233,940	\$233,940				
PLYMOUTH	\$214,538	\$214,538				
PROVINCETOWN	\$30,247	\$30,247				
QUINCY	\$370,812	\$370,812				
RANDOLPH	\$133,754	\$133,754				
RAYNHAM	\$55,262	\$55,262				
READING	\$79,870	\$79,870				

Attachment: Police-FY2025 State 911 SI Grant (Police-FY2025 State 911 Grants)

E

Evans Consoles Inc.

305 E Wall St
 Grapevine, TX 76051 US
 (503) 313-4348
 zfazalbhoy@evansonline.com
 www.evansonline.com

**INVOICE**

BILL TO
 Chief Eric Shears
 Merrimac Police Department,
 2 Jana Way
 Merrimac, MA 01860
 eshears@merrimacpolice.org

SHIP TO
 Chief Eric Shears
 Merrimac Police Department,
 2 Jana Way
 Merrimac, MA 01860
 eshears@merrimacpolice.org

INVOICE U37085
DATE 04/11/2024
TERMS Net 30
DUE DATE 05/11/2024

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Public Safety- Console Cleaning and preventative Maintenance Agreement	Preventative Maintenance and Console Cleaning Agreement with EvansCare- Estimate includes one time cleaning. Console cleaning is performed on-site while center stays live. Service is conducted in as quiet as possible manner using vacuums modified with mufflers and grade 5 HEPA filters. Included in this service is our preventative maintenance and repair of any brand of console. Console will be inspected and preventative maintenance such as hinge adjustments, tightening screws, leveling, and minor touch ups will be performed to lessen the likelihood of a possible breakdown ensuring that the console functions at its optimum level of performance.	2	425.00	850.00
BALANCE DUE					\$850.00

Attachment: Police-FY2025 State 911 SI Grant (Police-FY2025 State 911 Grants)

WHO BUY
WB MASON

2 Jana Way, Merrimac

G

< return to search results



HP 58A (CF258A) Toner Cartridge, Black
Item: HEWC258A

4.3 51 Ratings

Next Business Day Delivery

- HP 58 toner cartridges work with:
- HP Laserjet Pro M404dn, M404dw, M404n, M428dw, M428fdn, M428fdw
- Page Yield (Approx.): 3,000 pages
- What's in the box: Toner cartridge; Recycling guide

\$86.65/EA

QTY Price
101+ \$84.92/EA

QTY ADD TO CART

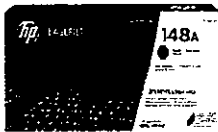
Add To List

Note

P enlarge image



YOU MAY ALSO LIKE...



HP 148A, (W1480A)
Black Original LaserJet
Toner Cartridge

\$83.30/EA

SHOP



HP 26A (CF226A)
Toner Cartridge, Black

\$103.59/EA

SHOP



HP 90A (CE390A)
Toner Cartridge, Black

\$155.38/EA

SHOP



HP 30A (CF230A)
Toner Cartridge, Black

\$56.24/EA

SHOP



HP 202A (CF500A)
Toner Cartridge, Black

\$54.18/EA

SHOP

WHO BUY
WB MASON
hp Preferred Partner

G

Customer Care

Hours of Operation
M-F, 7am - 6pm CT

Telephone
877-222-5617

Payments
Toshiba America Business
Solutions Inc
PO Box 070241
Philadelphia, PA 19176-0241

Email
customerservice@financialservicing.net

Online Services
<https://onlinemyaccounts.com>

Invoice Summary

Contract Number	450-0115632-000
Customer Number	3004639776
Invoice Number	5030597584
Due Date	08/15/2024
Invoice Date	07/15/2024
Total Due	\$123.00

Police Department
2 Jana Way
Merrimac, MA 01860-2502

Last Payment \$200.61
posted on 06/02/2024

Important Messages

This invoice represents current charges only and does not include previously invoiced and unpaid charges.

Summary of Charges

Contract Number	Item Description	Amount	Tax	Item Total	Due Date	Subtotal
450-0115632-000	Minimum Payment	123.00		123.00	08/15/2024	\$123.00
Coverage Period 07/15/2024-08/14/2024						
Cont #140604, State Cont #ITC8						
450-0115632-000 Total Charges:						\$123.00

Detach and return the bottom remittance portion with your payment. Include invoice number on check.

Customer Care
PO Box 3072
Cedar Rapids, IA 52406-3072

Contract Number	450-0115632-000	Due Date	08/15/2024
Invoice Number	5030597584	Invoice Date	07/15/2024
		Total Due	\$123.00

Amount Enclosed \$

Please make check payable to:

Police Department
2 Jana Way
Merrimac, MA 01860-2502

Toshiba America Business Solutions Inc
PO Box 070241
Philadelphia, PA 19176-0241

00000050305975844505000000012300202408150000000123004

Invoice Number: 5030597584
Customer Number: 3004639776

Asset Details Display

Contract Number	Asset Description	Model Serial Number/VIN	Location	Item Description	Due Date	Amount	Tax	Total
450-0115632-000 Cont #140604, State Cont #ITC8	Toshiba Copier	e-STUDIO4525AC SCSHN64277	2 Jana Way Merrimac, MA 01860-2502	Minimum Payment	08/15/2024	\$123.00		\$123.00
Asset Total						\$123.00	0.00	\$123.00
450-0115632-000 Total Charges:								\$123.00
Invoice Total:								\$123.00

ScribbleTalk & more

WHO BUT
W.B. MASON

C1131839, Town Of Merrimac Police Dept

G

2 Jana Way, Merrimac

< return to search results

FLAGSHIP
BRIGHT

Flagship Bright Premium Bright Copy Paper, 98 Bright,
20 lb, 8.5" x 11", White, 500 Sheets/Ream, 10
Reams/Carton

Item: WBM97200

0.0 No Ratings

Next Business Day Delivery

- Acid-free, so documents won't yellow or fade over time
- For use in inkjet and laser printers, fax machines and copiers

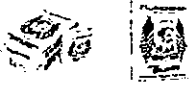
\$48.50/CT

QTY ADD TO CART

Add To List

Note

P enlarge image



YOU MAY ALSO LIKE...



Scott Pro Hard Roll
Paper Towels, 1.75"
Blue Core, White, 900
ft. Per Roll, 6...

\$74.89/CT

SHOP



Blizzard Blinding White
Copy Paper, 98 Bright,
20 lb, 8.5" x 11", White,
500 Sheets/Ream, 1...

\$54.49/CT

SHOP



Heritage LLDPE Can
Liners, 33 Gallon, 33 in
W x 39 in L, 0.65 Mil,
Clear, 250/Carton

\$41.99/CT

SHOP



Boardwalk High-
Density Can Liners, 45
gal, 11 microns, 40" x
46", Natural,...

\$56.20/CT

SHOP



Marcal PRO 100%
Recycled C-Fold Paper
Towels, White, 1-Ply,
10 1/4" x 12 4/5",...

\$24.00/CT

SHOP

Product Details Description Warranty Information

Attachment: Police-FY2025 State 911 SI Grant (Police-FY2025 State 911 Grants)

From: [Eric M. Shears](#)
To: [Jennifer Penney - Select Board \(X3080\)](#)
Subject: State 911 Department - Emergency Medical Dispatch Grant Application
Date: Friday, September 27, 2024 5:05:29 PM
Attachments: [image002.png](#)
[FY2025 State 911 EMD Grant.pdf](#)

Good afternoon,

Please find attached the FY2025 State 911 EMD Grant. I am requesting the Select Board's permission to sign this application and submit to the Commonwealth. It will need to be signed by the Select Board Chair or his designee. We will both need to have our signatures notarized. We will need to have both our signatures notarized.

I will bring an original color copy to the meeting for signatures.

Thank you,

E

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

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



From: [Eric M. Shears](#)
To: [Jennifer Penney - Select Board \(X3080\)](#)
Cc: [Eric M. Shears](#)
Subject: State 911 PSAP Support and Incentive Grant
Date: Friday, September 27, 2024 5:05:39 PM
Attachments: [image002.png](#)
[FY2025 State 911 S&I Grant.pdf](#)

Good afternoon,

Please find attached the FY2025 State 911 Support and Incentive Grant Application. I am requesting the Select Board's permission to sign this application and submit to the Commonwealth. It will need to be signed by the Select Board Chair or his designee. We will both need to have both our signatures notarized.

I will bring an original color copy to the meeting for signatures.

Thank you,

E

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

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





Agenda Item
Public Works
10/07/24

Performance Review-James Clark

Subject:

JAMES CLARK - WATER DEPARTMENT REVIEW



Agenda Item
Public Works
10/07/24

Plowing Rate Increase Request

Subject:

Attachments:

Rate Increase Request 10.1.24

	Merrimac	Amesbury	West Newbury	INCREASE REQUESTED
1/4 Ton 4x4 Pickup w/ 8ft Blade	\$ 80.00	\$ 88.33	\$ 94.31	\$ 90.00
1 Ton 4x4 w/ 9ft Blade	\$ 88.00	\$ 93.50	\$ 100.59	\$ 98.00
6-Wheel Dump Truck w/ 10ft Blade	\$ 113.00	\$ 116.00	\$ 119.00	\$ 118.00

\$500 Incentive Bonus at the end of the season for drivers who are able to work every storm with no call outs.



Agenda Item
Merrimac Select Board
10/07/24

Performance Review-Carol McLeod

Subject:



Agenda Item
Merrimac Select Board
10/07/24

Performance Review-Eric Shears

Subject:



Agenda Item
Merrimac Select Board
10/07/24

Performance Review-Larry Fisher

Subject:



Agenda Item
Merrimac Select Board
10/07/24

Fire-FFY 2024 EMPG Subgrant Application

Subject:

Attachments:

Subrecipient Pre-Award Risk Assessment Questionnaire (SPARQ)

FFY 2024 EMPG Subgrant Application

**Massachusetts Emergency Management Agency
Subrecipient Pre-Award Risk Assessment Questionnaire (SPARQ)
July 2024**

SUBRECIPIENT NAME	Town of Merrimac
GRANT PROGRAM	EMPG

Per 2 CFR 200.332 (b), MEMA is required to “evaluate each subrecipient’s risk of non-compliance with Federal statutes, regulations and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring.”

This form must be completed and signed by an individual in the organization with direct knowledge and/or oversight of internal controls, audits, and systems, such as the Chief Administrative Officer, Chief Executive Officer, or Chief Fiscal Officer.

MEMA’s grant program and fiscal staff will review past performance of subrecipient and the information below to determine the extent to which, if any, monitoring or other measures may be taken to support subrecipient compliance.

- 1. Has your organization been the subrecipient of a MEMA issued federal award within the last two fiscal years?**

YES		NO	☒
------------	--	-----------	-------------------------------------

If YES, complete the table below, If NO move onto question #2

Year / Grant Program	Award	Year / Grant Program	Award

- 2. Was your organization required, per 2 CFR 200, Subpart F, to have an audit of Federal funds performed in the two most recently closed fiscal years?**

YES	☒	NO	
------------	-------------------------------------	-----------	--

If YES, complete the table below, If NO move onto question #3

Federal Award Name	Purpose of Funds	Amount	Start Date	End Date
COVID 19-	Post-COVID Recovery	135,628	7/1/2021	6/30/2022
COVID 19-	Relief Fund	37,209	7/1/2021	6/30/2022
Disaster Grants	Presidentially Declared	341,696	7/1/2021	6/30/2022

- 3. Do you have new personnel directly working with Federal grants and/or did you implement new or substantially changed systems related to federal Grants Management in the last calendar year?**

YES		NO	☒
------------	--	-----------	-------------------------------------

If YES, complete the table below, If NO move onto question #4

Grant Audited	Finding Date	Finding Description

4. Have you been monitored by any Federal Agency as a direct recipient of Federal Funding in the last two years?

YES		NO	X
-----	--	----	---

If YES, complete the table below, If NO move onto question #5

Describe new system(s)	
List new employee(s)	
New employee(s) role(s) with federal grants	

5. Do you have an Internal Control Plan?

YES		NO	
-----	--	----	--

If YES, complete the "YES" table below, If NO complete the "NO" table below explain why you do not have one

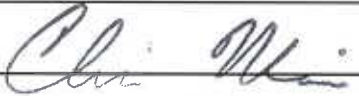
YES – Does your internal control plan include the following:	Yes / No
Detection and Prevention of Fraud, Waste and Abuse	Yes
Accounting system identification of the receipts and expenditures of program funds separately from other grants?	Yes
Distribution records maintained for an employee when his/her efforts are used as direct costs or match	Yes
Procurements conducted in compliance with federal procurement requirements	Yes

NO – Why don't you have an Internal Control Plan?

This form must be completed and signed by an individual in the organization with direct knowledge and/or oversight of internal controls, audits, and systems, such as the Chief Administrative Officer, Chief Executive Officer, or Chief Fiscal Officer.

By signing below, you are certifying that you have reviewed all relevant accounting, internal control, program staffing and management systems of your agency / organization.

Furthermore, you are certifying that the above information is complete and correct, and that all efforts to minimize the risk of noncompliance have and will be taken by your agency / organization.

Signature		Date	9/30/2024
Print Name	Chris Manni	Title	Sub Board Chair

MEMA will review your completed form to assign your agency / organization a risk level to determine if additional monitoring activities are needed to include but not limited to additional conditions and/or restrictions as outlined in 2CFR 200.322.

**Massachusetts Emergency Management Agency
FFY 2024 EMPG Subgrant Application**

APPLICANT INFORMATION

TOWN/CITY/TRIBE:	Town of Merrimac		
UEI # (required)	KPGQBQKJZ8U3	SAM Registration Expiration Date (required)	2025-04-22

EMERGENCY MANAGEMENT DIRECTOR

NAME:	Larry S. Fisher		
TITLE:	Fire Chief/EMD	Full time EMD? (yes / no)	Yes
EMAIL:	lfisher@merrimacfire.org	PHONE:	978-346-8211

PROJECT POINT OF CONTACT (if different than the EMD listed above)

NAME:			
TITLE:			
EMAIL:		PHONE:	

STATEMENT OF WORK**Description of your project (who, what, when, where, why and how)**

Purchase a bar-code printer, iPad and related supplies for the implementation of our asset management system. We have been compiling all data points for equipment and apparatus that is connected to our operation.

With the printer and the related supplies, we will be able to track value, replacement, servicing and end of service life of equipment and supplies. This will allow us to forecast need to our community which in turn will allow them to see the true cost of the operation. This process presents us an opportunity for us to keep our supplies and equipment serviced and ready for use. All testing, life cycling and service will be captured as part of this process. The cost and replacement cost are just a few of the usable data points that can be collected and shared. This information will allow us to identify repair cycles, replacement dates, budgeting and location data to name a few.

In a time where budget dollars are harder and harder to advocate for, being able to quantify the value of the operation is a step in preparing the community to make more informed decisions. This project also shows staff they are being provided tools to assist in justification of the operation, which in turn also shows them the overall cost to maintain the operation that they are part of.

Will anything be installed? (yes / no)	NO
Are you purchasing any communication equipment? (yes / no)	NO
Are you purchasing a SUAS (drone) or SUAS accessories? (yes / no)	NO
Are you purchasing sonar equipment? (yes / no)	NO

BUDGET

What is your Total Award (single award or total regional award)			\$2700
Is this a Regional Project? If YES, list all communities and awards			NO
Town/City/Tribe Name	Award Amount	Town/City/Tribe Name	Award Amount

PROJECT COSTS

List Expenditures	AEL	Portable or Installed	Quantity	Estimated Total Costs
iPad 12 PRO	04HW-01-INHW	Portable	1	\$1600.00
Desktop Printers, Zebra ZD421c	04HW-02-BARC		1	\$667.51
Zebra, 2" X 1" Thermal Transfer Polyester	04HW-02-BARC		4	\$318.80
Battery For Desktop Printers	04HW-02-BARC		1	\$494.22
Zebra, Kit, Printhead Cleaning Pens	04HW-02-BARC		1	\$41.78
Thermal Transfer Ribbon, Zebra 5095 Resin	04HW-02-BARC		1	\$174.16
TrueSupport Basic Plan	04HW-02-BARC		1	\$154.00
				\$3450.47
TOTAL				\$ 0.00

MATCH

Your match amount must be equal to your award amount and must be allowable activities and/or expenses. List what you will use for match (R911, CAD, Code Red, EM salary/stipend, EM volunteer hours, etc.)	
Balance over award of \$2700.00	\$750.47
Code Red	\$1949.53

MISSION AREAS (check the one that best fits your project)

Prevention		Protection		Mitigation		Response	X	Recovery	
------------	--	------------	--	------------	--	----------	---	----------	--

CORE CAPABILITIES (check the one that best fits your project)

Planning		Situational Assessment	
Operational Coordination		Economic Recovery	
Screening, Search & Detection		Housing	
Cybersecurity		Public information & Warning	
Community Resilience	X	Forensics & Attribution	
Critical Transportation		Access Control & Identity Verification	
Physical Protective Measures		Supply Chain Integrity & Security	
Risk & Disaster Resilience Assessment		Environmental Response/Health & Safety	
Fire Management & Suppression		Mass Care Services	
On-scene Security		Protection & Lawa	
Public Health		Healthcare	
Emergency Medical		Infrastructure Systems	
Health & Social Services		Natural & Cultural Resources	
Fatality Management Services		Mass Search & Rescue Operations	
Risk Management for Protection Programs		Logistics & Supply Chain Management	

NATIONAL GOALS / PRIORITIES (check the one that best fits your project)

#1 – Install Equity as a Foundation of Emergency Management	
#2 – Lead Whole of Community in Climate Resilience	
#3 – Promote and Sustain a Ready FEMA and Prepared Nation	X

Do you want your Contract and CASL emailed via adobe sign? (YES or NO)		Yes
If so, please provide an email address for the person who has the authority to delegate signatures.		
Name	Chris Manni	
Title	Select Board Chair	
Email Address	selectman2@townofmerrimac.com	



Agenda Item
Merrimac Select Board
10/07/24

Warrant for State Election

Subject:

Attachments:

Warrant for State Election

COMMONWEALTH OF MASSACHUSETTS

WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH

WARRANT FOR STATE ELECTION**SS.**To the Constables of the City/Town of MERRIMAC,**GREETINGS:**

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said city or town who are qualified to vote in Elections to vote at:

PRECINCT 1 & 2
(insert ward/precinct numbers)

SWEETSIR SCHOOL
(insert polling locations)

on **TUESDAY, THE FIFTH DAY OF NOVEMBER, 2024**, from 7:00 A.M. TO 8:00 P.M. for the following purpose:

To cast their votes in the State Election for the candidates for the following offices:

ELECTORS OF PRESIDENT AND VICE PRESIDENT	FOR THESE UNITED STATES
SENATOR IN CONGRESS	FOR THIS COMMONWEALTH
REPRESENTATIVE IN CONGRESS	DISTRICT
COUNCILLOR	DISTRICT
SENATOR IN GENERAL COURT	DISTRICT
REPRESENTATIVE IN GENERAL COURT	DISTRICT
CLERK OF COURTS	COUNTY
REGISTER OF DEEDS	DISTRICT

QUESTION 1: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives before May 1, 2024?

SUMMARY

This proposed law would specify that the State auditor has the authority to audit the legislature.

A YES VOTE would specify that the State auditor has the authority to audit the legislature.

A NO VOTE would make no change in the law relative to the State Auditor's authority.

QUESTION 2: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives before May 1, 2024?

Attachment: Warrant for State Election (Warrant for State Election)

SUMMARY

This proposed law would eliminate the requirement that a student pass the Massachusetts Comprehensive Assessment System (MCAS) tests (or other statewide or district-wide assessments) in mathematics, science and technology, and English in order to receive a high school diploma. Instead, in order for a student to receive a high school diploma, the proposed law would require the student to complete coursework certified by the student's district as demonstrating mastery of the competencies contained in the state academic standards in mathematics, science and technology, and English, as well as any additional areas determined by the Board of Elementary and Secondary Education.

A YES VOTE would eliminate the requirement that students pass the Massachusetts Comprehensive Assessment System (MCAS) in order to graduate high school but still require students to complete coursework that meets state standards.

A NO VOTE would make no change in the law relative to the requirement that a student pass the MCAS in order to graduate high school.

QUESTION 3: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives before May 1, 2024?

SUMMARY

The proposed law would provide Transportation Network Drivers ("Drivers") with the right to form unions ("Driver Organizations") to collectively bargain with Transportation Network Companies ("Companies")-which are companies that use a digital network to connect riders to drivers for pre-arranged transportation-to create negotiated recommendations concerning wages, benefits and terms and conditions of work. Drivers would not be required to engage in any union activities. Companies would be allowed to form multi-Company associations to represent them when negotiating with Driver Organizations. The state would supervise the labor activities permitted by the proposed law and would have responsibility for approving or disapproving the negotiated recommendations. The proposed law would define certain activities by a Company or a Driver Organization to be unfair work practices. The proposed law would establish a hearing process for the state Employment Relations Board ("Board") to follow when a Company or Driver Organization is charged with an unfair work practice. The proposed law would permit the Board to take action, including awarding compensation to adversely affected Drivers, if it found that an unfair work practice had been committed. The proposed law would provide for an appeal of a Board decision to the state Appeals Court. This proposed law also would establish a procedure for determining which Drivers are Active Drivers, meaning that they completed more than the median number of rides in the previous six months. The proposed law would establish procedures for the Board to determine that a Driver Organization has signed authorizations from at least five percent of Active Drivers, entitling the Driver Organization to a list of Active Drivers; to designate a Driver Organization as the exclusive bargaining representative for all Drivers based on signed authorizations from at least twenty-five percent of Active Drivers; to resolve disputes over exclusive bargaining status, including through elections; and to decertify a Driver Organization from exclusive bargaining status. A Driver Organization that has been designated the exclusive bargaining representative would have the exclusive right to represent the Drivers and to receive voluntary membership dues deductions. Once the Board determined that a Driver Organization was the exclusive bargaining representative for all Drivers, the Companies would be required to bargain with that Driver Organization concerning wages, benefits and terms and conditions of work. Once the Driver Organization and Companies reached agreement on wages, benefits, and the terms and conditions of work, that agreement would be voted upon by all Drivers who has completed at least 100 trips the previous quarter. If approved by a majority of votes cast,

the recommendations would be submitted to the state Secretary of Labor for approval and if approved, would be effective for three years. The proposed law would establish procedures for the mediation and arbitration if the Driver Organization and Companies failed to reach agreement within a certain period of time. An arbitrator would consider factors set forth in the proposed law, including whether the wages of Drivers would be enough so that Drivers would not need to rely upon any public benefits. The proposed law also sets out procedures for the Secretary of Labor's review and approval of recommendations negotiated by a Driver Organization and the Companies and for judicial review of the Secretary's decision. The proposed law states that neither its provisions, an agreement nor a determination by the Secretary would be able to lessen labor standards established by other laws. If there were any conflict between the proposed law and existing Massachusetts labor relations law, the proposed law would prevail. The Board would make rules and regulations as appropriate to effectuate the proposed law. The proposed law states that, if any of its parts were declared invalid, the other parts would stay in effect.

A YES VOTE would provide transportation network drivers the option to form unions to collectively bargain with transportation network companies regarding wages, benefits, and terms and conditions of work

A NO VOTE would make no change in the law relative to the ability of transportation network drivers to form unions.

QUESTION 4: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives before May 1, 2024?

SUMMARY

This proposed law would allow persons aged 21 and older to grow, possess, and use certain natural psychedelic substances in certain circumstances. The psychedelic substances allowed would be two substances found in mushrooms (psilocybin and psilocyn) and three substances found in plants (dimethyltryptamine, mescaline, and ibogaine). These substances could be purchased at an approved location for use under the supervision of a licensed facilitator. This proposed law would otherwise prohibit any retail sale of natural psychedelic substances. This proposed law would also provide for the regulation and taxation of these psychedelic substances. This proposed law would license and regulate facilities offering supervised use of these psychedelic substances and provide for the taxation of proceeds from those facilities' sales of psychedelic substances. It would also allow persons aged 21 and older to grow these psychedelic substances in a 12-foot by 12-foot area at their home and use these psychedelic substances at their home. This proposed law would authorize persons aged 21 or older to possess up to one gram of psilocybin, one gram of psilocyn, one gram of dimethyltryptamine, 18 grams of mescaline, and 30 grams of ibogaine ("personal use amount"), in addition to whatever they might grow at their home, and to give away up to the personal use amount to a person aged 21 or over. This proposed law would create a Natural Psychedelic Substances Commission of five members appointed by the Governor, Attorney General, and Treasurer which would administer the law governing the use and distribution of these psychedelic substances. The Commission would adopt regulations governing licensing qualifications, security, recordkeeping, education and training, health and safety requirements, testing, and age verification. This proposed law would also create a Natural Psychedelic Substances Advisory Board of 20 members appointed by the Governor, Attorney General, and Treasurer which would study and make recommendations to the Commission on the regulation and taxation of these psychedelic substances. This proposed law would allow cities and towns to reasonably restrict the time, place, and manner of the operation of licensed facilities offering psychedelic substances, but cities and towns could not ban those facilities or their provision of these substances. The proceeds of sales of psychedelic substances at licensed facilities would be subject to the state sales tax and an additional excise tax of 15 percent. In addition, a city or town could impose a separate tax of up to two percent. Revenue received from the additional state excise tax, license application fees, and civil penalties for violations of this proposed law would be deposited in a Natural Psychedelic Substances Regulation Fund and would be used, subject to appropriation, for administration of this proposed law. Using the psychedelic substances as permitted by this proposed law could not

be a basis to deny a person medical care or public assistance, impose discipline by a professional licensing board, or enter adverse orders in child custody cases absent clear and convincing evidence that the activities created an unreasonable danger to the safety of a minor child. This proposed law would not affect existing laws regarding the operation of motor vehicles while under the influence, or the ability of employers to enforce workplace policies restricting the consumption of these psychedelic substances by employees. This proposed law would allow property owners to prohibit the use, display, growing, processing, or sale of these psychedelic substances on their premises. State and local governments could continue to restrict the possession and use of these psychedelic substances in public buildings or at schools. This proposed law would take effect on December 15, 2024.

A YES VOTE would allow persons over age 21 to use certain natural psychedelic substances under licensed supervision and to grow and possess limited quantities of those substances in their home and would create a commission to regulate those substances.

A NO VOTE would make no change in the law regarding natural psychedelic substances.

QUESTION 5: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives before May 1, 2024?

SUMMARY

The proposed law would gradually increase the minimum hourly wage an employer must pay a tipped worker, over the course of five years, on the following schedule:

- To 64% of the state minimum wage on January 1, 2025;
- To 73% of the state minimum wage on January 1, 2026;
- To 82% of the state minimum wage on January 1, 2027;
- To 91% of the state minimum wage on January 1, 2028; and
- To 100% of the state minimum wage on January 1, 2029

The proposed law would require employers to continue to pay tipped workers the difference between the state minimum wage and the total amount a tipped worker receives in hourly wages plus tips through the end of 2028. The proposed law would also permit employers to calculate this difference over the entire weekly or bi-weekly payroll period. The requirement to pay this difference would cease when the required hourly wage for tipped workers would become 100% of the state minimum wage on January 1, 2029.

Under the proposed law, if an employer pays its workers an hourly wage that is at least the state minimum wage, the employer would be permitted to administer a “tip pool” that combines all the tips given by customers to tipped workers and distributes them among all the workers, including non-tipped workers.

A YES VOTE would increase the minimum hourly wage an employer must pay a tipped worker to the full state minimum wage implemented over five years, at which point employers could pool all tips and distribute them to all non-management workers.

A NO VOTE would make no change in the law governing tip pooling or the minimum wage for tipped workers. Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

Given under our hands this _____ day of _____, 2024.

City Council or Selectmen of: _____
(City or Town)

(Indicate method of service of warrant)

_____, 2024.
Constable Signature (Month and Day)

Warrant must be posted by October 29, 2024
(no fewer than seven days prior to the November 5, 2024 State Election)

Attachment: Warrant for State Election (Warrant for State Election)



Agenda Item
Public Works
10/07/24

CH90 Reimbursement Request

Subject:

Attachments:

List of Materials Colgan, Alnette, W Shore Rd 10.01.24

Reimbursement Request Colgan, Alnette, W Shore Rd. 10.01.24

dot-ch90-Final-Report Colgan, Alnette, W Shore 10.1.24



STATE AID REIMBURSABLE PROGRAMS - MATERIALS - HED 454 FORM

Updated 12/2017

City/Town of: Merrimac

PROJECT NAME: Colgan Rd, Alnette Rd, W Shore Rd #21-#31

PROGRAM TYPE: Chapter 90 • ☒ Muni Bridge • Complete Streets • Other •

MATERIALS for period beginning 9/23/2024 and ending 9/23/2024
both inclusive, on account of Contract 50883 with MassDOT Highway Division,

VENDOR NAME	ITEM #	QTY.	UNIT	UNIT PRICE \$	AMOUNTS \$	CHECK #	REMARKS
EJ Paving	Top Coat	333.74	ton	\$ 81.4000	\$ 27,166.44	104609	
EJ Paving	Tack	97	gal	\$ 8.0000	\$ 776.00	104609	
					\$ -		
					\$ -		
					\$ -		
					\$ -		
					\$ -		
					\$ -		
					\$ -		
					\$ -		
					\$ -		
					\$ -		
					\$ -		
					\$ -		
					\$ -		
					\$ -		
					\$ -		
					\$ -		
					\$ -		
TOTAL					\$ 27,942.44		

"To the best of my knowledge the purchases of materials or services appearing on this sheet are not in conflict with Chapter 779 of the Acts of 1962.

Signed under the penalty of perjury."

Attachment: List of Materials Colgan, Alnette, W Shore Rd 10.01.24 (CH90 Reimbursement Request)

Supervisor / Foreman

Date

Town Accounting Approval

Date



State Aid Reimbursable Programs Reimbursement Request

City/Town: Merrimac Project Name: Colgan Road, Alnette Rd, West Shore Road #21-#31

Contract # 0050883

Program Type: Chapter 90 ☒ Complete Streets ☐ Shared Streets ☐ Small Bridge ☐ Other ☐

Project request was approved on 07/18/2024 For \$ 27,942.44

at 100% Reimbursement Rate = \$ 27,942.44.

- 1) Attached are forms which document payment of approved expenditures totaling \$ 27,942.44 for which we are requesting \$ 27,942.44 at the approved reimbursement rate of 100%.
- 2) The amount expended to date on this project is \$ 27,942.44 Including this payment.
- 3) Is this request for a FINAL payment on this project? ☒ Yes ☐ No
If yes: Include a "Final Report"
- 4) Remarks:

100% of work completed as of today

CERTIFICATION

- A. I hereby certify under penalties of perjury that the charges for labor, materials, equipment, and services itemized and summarized on the attached forms are true and correct, and were incurred on this project in conformance with the MassDOT Highway Division Policies and established Municipal Standards that were approved for this project.

(Signed) (Municipal Highway Official Title) (Date)

- B. I/we certify under penalties of perjury that the items as listed or summarized on the attached forms were examined; that they are in conformity with our existing wage schedule, equipment rates, and all applicable statutes and regulations; that they are properly chargeable to the appropriation(s) designated for this work; and that Executive Order No. 195, dated April 27, 1981 and Chapter 11, Section 12 is acknowledged as applicable.

REVIEWED AND APPROVED FOR TRANSMITTAL

by _____ Signed: _____

(Accounting Officer's Title)

DATE _____

(Duly Authorized)

Submit this form to the District State Aid Engineer and Highway Director.

FUNDING PROGRAM: Chapter 90 ☒ Municipal Small Bridge ☐ Complete Streets ☐ Other ☐

Contract #: 0050883

City/Town: Merrimac Project Name: Town Forest Road

Location(s): Colgan Rd, Alnette Rd, West Shore Rd #21-#31

Length: 2,200 Feet Width: 20 Feet

Work was Started: 09 /23 /24 and Completed: 09 / 23 / 24

Work was Suspended: / / and Resumed: / /

Done by: Force Account ☐ Advertised Contract ☒ Other ☐

City/Town submitted Contractor Evaluation to MassDOT Prequalification Unit, if applicable (Chapter 90 only): Yes ☒ No ☐

*** REMARKS:**

100 % work complete.

EXPENDITURES:	State Funds @ 100%	\$27,942.44
	Municipal Funds	\$
	Other Funds- APPA	\$
	TOTAL PROJECT EXPENDITURES	\$27,942.44

SCOPE OF WORK:

Bituminous Concrete- Pavement Resurfacing

CERTIFICATION

The undersigned hereby certify under penalties of perjury that documentation to substantiate the above expenditures is available for examination in accordance with Executive Order No. 195 (April 27,1981) and Chapter 11, Section 12.

We further certify that all equipment rental costs are within the approved limits established by the MassDOT Highway Division, that the Municipality has complied with all applicable statutes and regulations, that the requests for reimbursements for allowable project expenses actually incurred are in conformance with the "Chapter 90" Project Request, and that the Municipality will be responsible for the future maintenance of this project including the cost thereof.

Copies of the notification published in the Central Register and notice in a newspaper of local circulation required by Chapter 149, Section 44J, and the prevailing wages as determined by the Department of Labor and Industries obtained in compliance with Chapter 149, Section 27F, of the General Laws, as applicable, must be attached.

PREPARED & REVIEWED BY:	SIGNED:
Highway Officer's Title	Date
Accounting Officer's Title	Date
	Duly Authorized Municipal Officials
	Date

- Include additional contract numbers if other Chapter 90 Funds were also used. List street names, total amounts charged to each location, extra work orders, etc. Use back if necessary, or attach supporting papers.
- If project uses multiple funding sources, please submit for individual project reimbursements.
- List sources, names, amounts and date contract expires.

Submit this Form to District Highway Director



Agenda Item
Merrimac Select Board
10/07/24

Performance Reviews-Police

Subject:

Attachments:

Police Officer Performance Evaluations

From: [Eric M. Shears](#)
To: [Jennifer Penney - Select Board \(X3080\)](#)
Subject: Police Officer Performance Evaluations
Date: Wednesday, October 2, 2024 11:10:57 AM
Attachments: [image002.png](#)

Good morning,

I have attached (6) Performance Evaluations to this email. Our Evaluation Form differs from the Town's Form in both content and rating.

Per the bargaining agreement with the Teamsters Union: Article 20 (b) *"Effective July 1, 2024, if the employee attains an overall evaluation of "Meets Standards", "Exceeds Standards" or "Exceptional" on their prior years' evaluation, the Department Head may recommend to the Select Board that the employee receives a performance salary increase, up to 1% of employee's pay to be added to employee's hourly rate."*

Therefore, I would recommend to the Select Board that the employees receives a performance salary increase, up to 1% of employee's pay to be added to employee's hourly rate. His performance increase should be effective as of July 1, 2024, once it is approved by the Select Board.

1. **Sergeant Richard Holcroft** was evaluated by me on 03/26/2024. I reviewed the evaluation with him on or about 04/03/2024. The employees overall rated performance of Sergeant Holcroft is listed as Exceeds Standards (Performance is consistently above adequate skills levels. Achieves performance goals and objectives often beyond expectations.
2. **Detective Stephen Beaulieu** was evaluated by Sergeant Ringuette on 07/26/2023. I reviewed the evaluation on 03/27/2024. The employees overall rated performance of Detective Beaulieu is listed as Exceeds Standards (Performance is consistently above adequate skills levels. Achieves performance goals and objectives often beyond expectations.
3. **Officer Brett Remon** was evaluated by Sergeant Ringuette on 07/26/2023. I reviewed the evaluation on 03/27/2024. The employees overall rated performance of Officer Remon is listed as Exceeds Standards (Performance is consistently above adequate skills levels. Achieves performance goals and objectives often beyond expectations.
4. **Officer Jonathan Hewey** was evaluated by Sergeant Holcroft on 01/30/2024. I reviewed the evaluation on 02/20/2024. The employees overall rated performance of Officer Hewey is listed as Exceeds Standards

Attachment: Police Officer Performance Evaluations (Performance Reviews-Police)

(Performance is consistently above adequate skills levels. Achieves performance goals and objectives often beyond expectations.

5. **Officer Scott LaValley** was evaluated by Sergeant Holcroft on 07/26/2023. I reviewed the evaluation on 03/27/2024. The employees overall rated performance of Officer LaValley is listed as Exceeds Standards (Performance is consistently above adequate skills levels. Achieves performance goals and objectives often beyond expectations.
6. **Officer William David** was evaluated by Sergeant Holcroft on 05/18/2024. I reviewed the evaluation on 05/29/2024. The employees overall rated performance of Officer David is listed as Exceeds Standards (Performance is consistently above adequate skills levels. Achieves performance goals and objectives often beyond expectations.

Respectfully submitted,

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

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





Agenda Item
Merrimac Select Board
10/07/24

Employment Status Change-Police Department

Subject:

Attachments:

Tickelis Employment Status Change

From: [Eric M. Shears](#)
To: [Jennifer Penney - Select Board \(X3080\)](#)
Cc: [Carol McLeod - Finance \(X3040\)](#)
Subject: FW: Employment Status Change
Date: Monday, October 7, 2024 1:58:57 PM
Attachments: [Merrimac Employment Change \(1\).docx](#)

Good afternoon,

Please add to tonight's agenda if possible. If not, I can bring it up. Select Board will need to vote to accept. I will be posting the opportunity today.

Thanks,

E

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

From: Emanuel Tickelis <etickelis@merrimacpolice.org>
 Sent: Tuesday, October 1, 2024 10:09 PM
 To: Eric M. Shears <eshears@merrimacpolice.org>
 Cc: Mark E. Sayers <msayers@merrimacpolice.org>
 Subject: Employment Status Change

Chief Shears,

I am writing to inform you that I am looking to step down from a full-time dispatcher with the department to per-diem. After much consideration, reflection and thinking I've decided to pursue an opportunity that is more aligned with my long-term goals and aspirations.

The opportunity is working for a start-up private company running their emergency services division in a supervisory role. I see this as an opportunity to provide for my family and allow me to take my education and grow my leadership skills at the same time.

Besides the upcoming opportunity, I have noticed that the present schedule has taken a toll on me. This more so on the quick turn around between days two and three. My efficiency and energy aren't there on day three and I am sure it has been noticed by others besides myself. It's a tough schedule that I thought I could handle and grind through.

I'd like to express my gratitude for the opportunities and experience given over the last year. There has been personal growth over the course of my time working for the town. If I had a question pertaining to a call or whatever the case maybe, everyone I turned to was more than helpful to assist. Everyone has been awesome, and this is how it should be everywhere.

My last full-time shift will be on Friday, October 12, 2024 (I've put in for a Comp Day on my Day 4 on the 13th prior to this notice). I would like to stay on as a per-diem dispatcher, if you will have me, as I do not want to lose those skills and certifications I've gained. Merrimac is a great town, and I'd like to continue to contribute to the public safety of the community in a part-time role.

This is a tough decision to make but looking forward, its best for my future and my family. It was inevitable that this time would come but this opportunity is something that I can not pass up. I would like to thank you, and everyone for their support, guidance and mentorship.

Sincerely,

Emanuel "Manny" Tickelis
 Dispatcher, Merrimac Police Department
 2 Jana Way

Attachment: Tickelis Employment Status Change (Employment Status Change-Police Department)

Merrimac, MA 01860