



Merrimac Select Board

Select Board Meeting

10/21/24

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.HTTPS://US06WEB.ZOOM.US/J/5593835320?PWD=E0SEI0BFDZO4TZO1WCS7V3MJB WM7LL.1 MEETING ID: 559383532 PASSCODE: 1876

II. CALL TO ORDER

6PM Sweetsir School. Meeting is being recorded and televised.

PRESENT: Gustison, Manni, Gorzynski, Bruno, Adams

ABSENT:

III. APPROVE AGENDA

1. Motion to approve

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

IV. MINUTES APPROVAL

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

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

V. APPROVAL OF PAYROLL AND VENDOR WARRANT OF OCTOBER 15, 2024

1. Motion to approve

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

VI. CORRESPONDENCE

1. Merrimac Q3 TextileTonnage Report
2. One Stop Letters - Town of Merrimac-Brownfields Award - Final

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.

Nice job for the Brownfields grant. Manni says there is some clarification needed for the status on MBTA community. Denise McClure does a fabulous job with grants along with Alyssa Sexton and Tina Journeay. Bob Sinibaldi says he doesn't want to advertise the grants. Gorzynski disagrees in that many residents are looking for the information.

3. Merrimac American Legion Post 134

4. Motion to file correspondence

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

VII. OLD BUSINESS

1. FY2025 Articles for Consideration

Article 11 authorizes the Select Board to sell easement-\$150,000 is the sales price. Motion to recommend the Article 11 at the Oct. 21, 2024 special town meeting. They intend to put it toward water expenses.

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

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

The parties want to work together to come to a solution. McLeod suggest drafting something that we would participate in collaboration. Bruno says it's worth sending the letter. Write letter in response that in the event that all 11 members collaborate, Merrimac is very interested in joining the collaboration. Draft letter send to Chris Manni for review then have all 5 members sign

VIII. AGENDA ITEMS

1. Town Administrator's Report

We were awarded two Community Compact grants; Also received public charging stations from Pentucket. Chief Shears feels installation it could be costly. Would need an They will check with Light Dept. manager Mary Usovicz first to see if there are any grants. Bruno agrees to check with Usovicz first and then decide where to put them;

3. Motion for the chair person to sign both the community compact grants

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

6. Motion to move forward with the town charter study as proposed

A committee will be formed. The contract does not have to go to bid. The purpose is to evaluate the government structure-it's up to the board.

The study will consider what we have now vs. having a town manager style of government. Manni says lets wait to see what they propose.

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

2. Keeping of Employment Records

Questions have arisen about how we keep employee health records, and who should keep them; Fire and Police hold onto their employee record and give McLeod copies. Legal recommended that they are kept at human resources at town hall. McLeod says we haven't agreed with where they have been kept. We recently changed vendors, and it's coming up again. McLeod says state law says personnel files are to be held with the treasurer. Human resources fall under the treasurer. Manni and Bruno say we do not have human resources. Bruno is not in favor of having medical records available.

Chief Shears says this issue has gone on for a long time. He says it was opined to keep the process the way it is. He polled 3 local police departments, and they all keep personnel records for employees. Gustison says everything refers to the appointing authority. He wants something specific in law. Adams says it sounds like they're keeping their own records. Bruno doesn't think there is enough information from legal. Fisher says this came about when we lost our vendor for employment physicals. Document he refers to is a Massachusetts document that says he is the appointing authority. He says he doesn't care where they are kept, but that he had a conversation with Portsmouth Hospital and the record keeping came up again. McLeod doesn't believe we should use any more legal resources on this. Manni makes motion to keep process as is with the Police and Fire chiefs keeping medical records and not separating the two.

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

3. Rural Development Fund FY25 Award Letter_Merrimac

Merrimac received \$436,000. The board thanks Bob Sinibaldi and team. Grant will be used on the water main on Winter St. Chief Fisher adds the funding will make the water supply more available to fire system

4. Tree Contract 2024

Motion to accept the rates as proposed

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

5. Performance Evaluation for Sandra Blanchet

Motion made by Manni and seconded by Gorzynski to accept the evaluation for Sandra Blanchet and offer the 1% Vote 5-0

RESULT:	APPROVED
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6. Performance Evaluation - Heather Roche

Assessor Gina Sinibaldi is impressed with Heather Roche. Sinibaldi says Roche does a great job. Manni agrees. Gustison saw her in a personal capacity and says she was very knowledgeable. Motion to accept the performance evaluation and offer the 1%

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

7. Appointment of a Full-Time Police and Fire Signal Operator-James Stoner

Motion to appoint James Stoner as full time dispatcher

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

8. Property Use Permit-Lake Attitash Association Boat Ramp Area Meet and Greet Block Party

Gustison will abstain as an abutter; Its not the boat ramp, Pine Bluff Ave. and associated area-just the neighborhood. 12-2pm. Lake Attitash Association has the liability policy. Motion to grant the permit

RESULT:	APPROVED [4 TO 0]
MOVER:	Wayne Adams
SECONDER:	Irina Gorzynski, Member
AYES:	Manni, Gorzynski, Bruno, Adams
ABSTAIN:	Gustison

9. Meeting Request_ Whittier Tech _ NECC Collaboration + MOU

Discussed earlier in the meeting.

10. Stairway Painting Proposal

Motion to approve the proposal
The funds will come from the town buildings maintenance line.

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

11. Whittier Tech Co-Op Paperwork

The sewer department is bringing on a high school senior from Whittier Tech one week a month. Sinibaldi says they have had communication with the union, and they are fine with it. Manni says it's a great opportunity. Motion to approve Whittier Tech Co-Op paperwork as submitted

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

12. Property Use Request-Merrimac Baseball Tagging 10/26 9-1

Shears says a police officer will be there on Saturday. Motion to approve

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

13. Grade 3 Government Day at Donaghue

Gustison reached out to them. He has had a CORI check. Gorzynski will attend as well.

IX. EXECUTIVE SESSION

1. 3.To Discuss Strategy with Respect to Collective Bargaining or Litigation If an Open Meeting May Have a Detrimental Effect on the Bargaining or Litigating Position of the Public Body and the Chair So Declares.

Convene in executive session at 7:12 PM. Will come out to go town meeting

Roll call vote- Manni yes; Adams yes; Bruno yes; Gorzynski yes; Gustison yes. Motion passes

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

3. Motion made by Manni and seconded by Gustison at 7:17 PM to come out of executive session and continue to town meeting

Roll call vote. Manni yes; Adams yes; Bruno yes; Gorzynski yes; Gustison yes; Motion passes.

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

X. CONTINUE TO TOWN MEETING

**Merrimac Select Board**

2 School Street

Merrimac, MA 01860

Meeting: 10/21/24 06:00 PM

Department: Merrimac Select Board

Category: Information

Prepared By: Jennifer Penney

Initiator: Jennifer Penney

Sponsors:

SCHEDULED~~CORRESPONDENCE (ID # 8889)~~~~DOC ID: 8889~~**Merrimac Q3 Textile Tonnage Report**



**DONATION CENTERS
OF NEW ENGLAND**

Merrimac Q3 Tonnage Report

13

PICKUPS SCHEDULE
THIS QUARTER

75

PICKUPS SCHEDULED
YEAR TO DATE

1705

POUNDRAGE GENERATED
THIS QUARTER

5,006

POUNDRAGE COLLECTED
YEAR TO DATE

THANK YOU FOR
PARTNERING WITH
CMRK,INC!

\$119.35

PAYMENT FOR THIS
QUARTER

\$350.42

PAID OUT FOR THE
YEAR

0

PARTNER BINS PLACED
THIS MONTH

0

PARTNER BINS PLACED
THIS YEAR

Get in Touch



Merrimac Select Board

2 School Street

Merrimac, MA 01860

Meeting: 10/21/24 06:00 PM

Department: Merrimac Select Board

Category: Grant

Prepared By: Jennifer Penney

Initiator: Jennifer Penney

Sponsors:

SCHEDULED

CORRESPONDENCE (ID # 8893)

DOC ID: 8893

One Stop Letters - Town of Merrimac-Brownfields Award - Final

COMMENTS - Current Meeting:

Nice job for the Brownfields grant. Manni says there is some clarification needed for the status on MBTA community. Denise McClure does a fabulous job with grants along with Alyssa Sexton and Tina Journey. Bob Sinibaldi says he doesn't want to advertise the grants. Gorzynski disagrees in that many residents are looking for the information.



99 High Street
Boston, MA 02110

Main: 617-330-2000
Fax: 617-330-2001

massdevelopment.com

October 15, 2024

Chris Manni
Chairperson Selectboard
Town of Merrimac
4 School Street
Merrimac, MA 01860

VIA EMAIL

Re: Application: FY25-00885 for Brownfields Site Remediation

Dear Chris:

Congratulations on the Town of Merrimac's successful application to the FY25 Round of the Community One Stop for Growth. On behalf of the Healy-Driscoll Administration, I am pleased to inform you that a grant in the amount of \$250,000 from the Brownfields Redevelopment Fund has been approved to support the Coastal Metals Remediation.

Maura Healey
Governor

If this project is located in an MBTA Community, please note that a Grant Agreement will not be executed if the community is noncompliant with Section 3A of M.G.L. Chapter 40A as determined by EOHLIC.

Kim Driscoll
Lieutenant Governor

Our Program Manager, David Bancroft, will be in touch to assist you with entering into a Grant Agreement regarding use of the funds and containing the details on the conditions, processes, and timeframe for drawing down funds, and other program requirements during the term of the Grant Agreement including, but not limited to, compliance with MassDevelopment's Contractor Policy and potential recoverability of the award under limited circumstances.

Yvonne Hao, Chair
Secretary of Economic Development

Prior to execution of the Grant Agreement, MassDevelopment will require proof of site ownership or legal authority for you and your Massachusetts Licensed Site Professional ("LSP") or remediation contractor to enter the site and perform the approved site assessment investigations or remediation activity. We will require that you submit a fully executed contract and scope of services with your contractor consistent with the scope submitted with the One Stop application for the work to be performed.

Please be advised that this letter does not constitute an agreement or contract with MassDevelopment or the Commonwealth of Massachusetts. No MassDevelopment funds will be disbursed until the Grant Agreement is fully executed and all disbursement conditions are met. MassDevelopment Funds cannot be used for any site assessment or remediation work undertaken prior to the execution of the Grant Agreement unless such work is approved in the Grant Agreement by MassDevelopment.

MassDevelopment's primary mission is to help build the communities of the Commonwealth by stimulating economic development. We look forward to working with you to make your project a reality for the benefit of the Town of Merrimac and all of the people of Massachusetts.

Sincerely,



Marcos Marrero

Deputy Director & Senior Executive Vice President

From: [Jennifer Penney - Select Board \(X3080\)](#)
To: [Carol McLeod - Finance \(X3040\)](#); [Alyssa Sexton \(asexton@townofmerrimac.com\)](#); ["Bob Sinibaldi \(DPWDIR@TOWNOFMERRIMAC.COM\)"](#)
Subject: FW: 10/24 Gov. Healey Community One Stop for Growth Awards Event
Date: Thursday, October 17, 2024 3:10:00 PM
Attachments: [2024-10-24 One Stop Awards Invite_Final.png](#)

Best,

Jennifer Penney

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

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

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

Notice:

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

From: McGee, Katherine A. (GOV) <Katherine.A.McGee@mass.gov>
Sent: Thursday, October 17, 2024 2:32 PM
Cc: Cooper, McGavock (GOV) <McGavock.Cooper@mass.gov>
Subject: 10/24 Gov. Healey Community One Stop for Growth Awards Event

Good afternoon,

I hope you are well. On behalf of the Healey-Driscoll Administration, I am writing to invite you to join Governor Healey, Lieutenant Governor Driscoll, Secretary Hao, and Secretary Augustus for the announcement of this year's Community One Stop for Growth awards.

The **Community One Stop for Growth Awards Announcement & Celebration with Governor Healey and Lieutenant Governor Driscoll** will be on **Thursday, October 24th at 11:00AM – 12:00PM at Greendale Revitalization Project, 8 New Bond Street, Worcester, MA 01606**. We kindly ask that you arrive a few minutes in

Attachment: FW_10_24 Gov. Healey Community One Stop for Growth Awards Event (One Stop Letters - Town of Merrimac-Brownfields Award -

advance of 11AM, when the program is expected to begin. Parking is available on-site.

Please join us as we announce the awards recipients of the twelve programs through Community One Stop for Growth and celebrate the important investments in economic development, housing development, and infrastructure in communities across Massachusetts. This invitation is extended to all One Stop awardees, including municipal leaders and state legislators with award recipients in their communities.

Please note that this event and information about the Community One Stop for Growth awards announcement is currently under a media embargo.

We ask that you **please RSVP by Wednesday, October 23rd at 5PM to McGavock Cooper at mcgavock.cooper@mass.gov**.

We look forward to hearing from you and hope that you can join us next week. Thank you!

Sincerely,
Katherine

Katherine McGee
Legislative Affairs Liaison
Office of Governor Maura T. Healey
(617) 939-6905 (cell)
katherine.a.mcgee@mass.gov
She/her/hers



Merrimac Select Board

2 School Street
Merrimac, MA 01860

SCHEDULED

Meeting: 10/21/24 06:00 PM

Department: Merrimac Select Board

Category: Information

Prepared By: Jennifer Penney

Initiator: Jennifer Penney

Sponsors:

~~CORRESPONDENCE (ID # 8900)~~

~~DOC ID: 8900~~

Merrimac American Legion Post 134

Merrimac American Legion Post 134

P.O. Box 4, Merrimac, MA 01860

Roger Clark, Treasurer 978-384-8714

IMPORTANT NOTICES Please Read completely!

The next meeting is **October 24, 2024** (7-8:30pm) at the Town Library, 86 West Main St. Refreshments will be served. PLEASE PLEASE try to attend to discuss the future of our Post.

ANNOUNCEMENT: In lieu of the November meeting, **on Thursday, November 7, 2024, at noon**, we will be having a **FREE "Veterans' Day" luncheon** at the Merrimac Senior Center at 100 East Main Street. All Town Veterans are invited, and a guest. Please call the Senior Center to put your names in by Friday, November 1, 2024. The number is **978-346-9549**. Spaces are limited!

Also, on Saturday, November 9, the Merrimac Police Dept. will host a free Veterans Appreciation Coffee Hour from 8:30 to 11 AM. Come to the NEW Police Station on 2 Jana Way (corner of RTE 110) for coffee & donuts & pastries, and take a tour of the NEW Station.

Also, **On Monday November 11, 2024 from 12 noon to 3 PM**, the New Old Oak, #74 E. Main Street, Route 110, Merrimac, will sponsor a **FREE** luncheon "FOR ALL" Veterans - Reservations for walk-ins are not needed...BUT if you want take-out or delivery, you **MUST call 1-978-346 9544** any day after **3PM** to schedule a time.

.Dues for 2024-2025 are now due (\$40) and can be paid at this meeting. Please support the only Veterans Organization in Merrimac with your annual dues. Membership keeps memories alive!

Also, see enclosed Library Flyer requesting photos.

There are no meetings planned for December, January, and February due to winter weather conditions. A March newsletter will be sent with 2025 events.



Agenda Item
Merrimac Select Board
10/21/24

FY2025 Articles for Consideration

Subject:

Attachments:

FY2025 Articles for Consideration

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

Attachment: FY2025 Articles for Consideration (FY2025 Articles for Consideration)



Agenda Item
Merrimac Select Board
10/21/24

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

Subject:

Attachments:

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

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



Agenda Item

Finance

10/21/24

Town Administrator's Report

Subject:

Attachments:

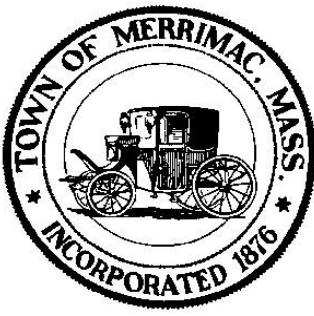
Town Administrator's Report 10/15/2024

Community Compact Best Practice Grant FY25 Merrimac Organizational Structure

Community Compact Best Practice Grant FY25 Merrimac Age and Dementia Friendly
2024 charter study proposal

PRSD Regional Agreement - REVIEW DRAFT Updates 20241015

STM Motions - FY2025



MEMO

DATE: 10/15/2024

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

-
1. **Fall Town Meeting Motions** – The Town Meeting motions have been sent to all previously, hard copies are to be handed out tonight.
 2. **Community Compact Grants** – See attached – The Town was awarded 2 Community Compact Grants for Best Practices. The paperwork is in your packages for approval.
 - **\$35,000** – Merrimac Organizational Structure
 - **\$15,000** – Merrimac Age and Dementia Friendly
 3. **Town Charter Study Technical Assistance Proposal** – Please see attached proposal for the Charter Study. With your approval, they would begin ASAP – they anticipate the process will take up to a year to complete.
 4. **PRSD Regional Agreement Update** – The Town Managers and Town Administrators met on the 8th to review the changes presented. Attached is a document for the Board to review this week. We would like the Board to review the requests and make any alterations they would like in preparation for the meeting scheduled for November 26th after the state of the School Meeting at PRSD to discuss the proposed changes with the subcommittee. The draft attached highlights the issues that we think everyone agrees on and the issues that will still need discussion. The thought is that we can put forth whatever the subcommittee we can collectively agree on at the ATM and table any remaining issues for the next revision.
 5. **Charging Station Locations** – The Town received 2 charging stations from PRSD. The Select Board will need to determine the locations of the 2 stations. I believe one was slated for the COA, and the other locations mentioned were the Library or the Police Station. Once the locations are determined, we will need to contact the Light Department to see what will need to be done to get these up and running and the costs associated with that.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

8.1.b

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: (and d/b/a): Town of Merrimac		COMMONWEALTH DEPARTMENT NAME: Executive Office of Administration & Finance MMARS Department Code: ANF	
Legal Address: (W-9, W-4): 4 School St., Merrimac, MA 01860		Business Mailing Address:	
Contract Manager: Carol McLeod	Phone: (978) 346-0524	Billing Address (if different):	
E-Mail: cmcleod@townofmerrimac.com	Fax:	Contract Manager: Jennifer McAllister	Phone: 617-626-3838
Contractor Vendor Code: V C 6 0 0 0 1 9 1 8 7 9		E-Mail: mcallisterj@dor.state.ma.us	Fax:
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
RFR/Procurement or Other ID Number:			
☒ 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). \$ 35,000.			
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.) Community Compact Grant: This award is being made through the FY25 Community Compact Best Practice Grant Program to the Town of Merrimac for the costs associated with: performing 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.			
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 no obligations have been incurred prior to the Effective Date. ☐ 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior 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 two (2) years from the signing date of the contract 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: Sean Cronin Print Title: DOR Sr. Deputy Commissioner for Local Services	

Attachment: Community Compact Best Practice Grant FY25 Merrimac Organizational Structure (Town Administrator's Report)



STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS COMMONWEALTH TERMS AND CONDITIONS

INSTRUCTIONS

The following Instructions, Contractor Certifications and the applicable Commonwealth Terms and Conditions are incorporated by reference into an executed Standard Contract Form. Instructions are provided to assist with completion of the Standard Contract Form. Additional terms are incorporated by reference. Links to legal citations are to unofficial versions and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Please note that not all applicable laws have been cited.

Contractor Legal Name (and D/B/A): Enter the **Full Legal Name** of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions. If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for a Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or e-mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

Commonwealth Department Name: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager

(with confirmation of actual receipt) through the listed address, fax number(s) or e-mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or e-mail address if invoices must be sent to a different location. Billing, confirmation of delivery or performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the e-mail address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or e-mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20-character encumbrance transaction number associated with this Contract, which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Document IDs.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference or tracking number for this Contract or Amendment which will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (Left Side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

Procurement or Exception Type: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See the Office of the Comptroller Guidance for Vendors Policies (State Finance Law and General Requirements, Acquisition Policy and Fixed Assets) and the Operational Services Division Conducting Best Value Procurements Handbook for details.

Statewide Contract (OSD or an OSD-designated Department): Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD: Check this option for Contracts approved by OSD for collective purchases through federal, state, or local government or other entities.

Department Procurement: Check this option for a Department contract procurement including state grants and federal sub-grants under [815 CMR 2.00](#) and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If this is a multi-Department user Contract, state that multi-Department use is allowable in the section labeled "Brief Description."

Emergency Contract: Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government, the provision of necessary or mandated services, or where the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee: Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status



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Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Other Procurement Exception: Check this option when another procurement exception exists, such as legislation with specific language naming the Contractor as a recipient of a grant or contract, an existing legal obligation, a prohibition or other circumstance that exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements; all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended, or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract Document IDs, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year). See "Amendments, Suspensions, and Termination Policy."

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if there is no change.

Amendment Type: Identify the type of Amendment being made. Documentation supporting the updates to performance and budget must be attached.

Amendment to Date, Scope or Budget: Check this option when renewing a Contract or executing an Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material change" in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. 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.

Interim Contracts: Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee: Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Other Procurement Exception: Check this option when another procurement exception exists, such as legislation with specific language naming the Contractor as a recipient of a grant or contract; an existing legal obligation; a prohibition or other circumstance that exempts or prohibits a Contract from being

competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach Supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which version of the Commonwealth Terms and Conditions is incorporated by reference into this Contract: the Commonwealth Terms and Conditions (TC), the Commonwealth IT Terms and Conditions (TC-IT), or the Commonwealth Terms and Conditions for Human and Social Services (TC-HHS). The Comptroller Expenditure Classification Handbook identifies the applicable Commonwealth Terms and Conditions based upon the object code for the contract.

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both. Specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT, in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payment is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under [M.G.L. c. 29, § 23A](#)). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank, please identify that the Contractor agrees to the standard 45 day cycle, a statutory/legal exemption such as Ready Payments ([M.G.L. c. 29, § 23A](#)), or only an initial accelerated payment for reimbursements or startup costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for *all* payments under a Contract. Initial grant or contract payments may be accelerated for the *first* invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle, in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in the Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.



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BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the [Expenditure Classification Handbook](#)) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2021" or "FY2021-23"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access the procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify when obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2021" or "FY2021-23") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to the fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations are incurred by the Contractor prior to the Effective Date, which the Department has either requested, accepted, or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under the same encumbrance and object codes as the Contract payments. Performance dates are subject to [M.G.L. c. 4, § 9](#).

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to [M.G.L. c. 4, § 9](#).

CONTRACTOR AUTHORIZED SIGNATORIES FOR EXECUTION

See Comptroller policies entitled "Department Head Signature Authorization" and "Contractor Authorized Signatory Listing" for guidance.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must sign and enter the date the Contract is signed. See section above under "Anticipated Contract Start Date." **Rubber stamps are not acceptable.** Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. Proof of Contractor signature authorization on a **Contractor Authorized Signatory Listing** may be required by the Department if not already on file. See [Contract and ISA Execution after the COVID-19 State of Emergency](#).

Contractor Name/Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the **Contractor Authorized Signatory Listing**.

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must sign and enter the date the Contract is signed. See section above under "Anticipated Start Date." **Rubber stamps are not acceptable.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name/Title: Legibly enter Authorized Signatory's name and title.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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

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

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

Laws and Regulations Prohibiting Discrimination and Human Trafficking. Contractors acknowledge and certify as a condition of this Contract that they are responsible for complying fully with all state and federal laws prohibiting



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discrimination, human trafficking, and forced labor, including but not limited to M.G.L. c. 265 §§ 49-57.

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

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

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

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

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

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15 for performance made and received (goods delivered, services completed) prior to June 30, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15 or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of an estimated payment releases the Commonwealth from further claims for these invoices. **If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty of up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.**

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

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

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

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

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

Protection of Commonwealth Data, Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and



STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS COMMONWEALTH TERMS AND CONDITIONS

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

For all Contracts involving the Contractor's access to personal information, as defined in [M.G.L. c. 93H](#), and personal data, as defined in [M.G.L. c. 66A](#), or access to Department systems containing such information or data, Contractor certifies under the pains and penalties of perjury that the Contractor: (1) has read [M.G.L. c. 93H](#) and [c. 66A](#) and agrees to protect any and all personal information and personal data; and (2) has reviewed all of the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (EOTSS), or stricter standards prescribed by the Department. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all Departments, including all offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with any pertinent security guidelines, standards, and policies; (2) comply with the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (EOTSS), or a comparable set of policies and standards ("Information Security Policy") as prescribed by the Department; (3) communicate and enforce such security guidelines, standards, policies and the applicable Information Security Policy among all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information and data to which the Contractor is given access by the contracting Department from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information or personal data (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting Department if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting Department to determine the scope of the unauthorized use; and (c)

provide full cooperation and access to information necessary for the contracting Department and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including, without limitation, indemnification, withholding of payments, Contract suspension, or termination, pursuant to the [Commonwealth's Terms and Conditions](#), the [Commonwealth IT Terms and Conditions](#), or the [Commonwealth Terms and Conditions for Human and Social Services](#). In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including, and without limitation, those imposed pursuant to [M.G.L. c. 93H](#) and under [M.G.L. c. 214, § 3B](#) for violations under [M.G.L. c. 66A](#). **Corporate and Business Filings and Reports.** The Contractor certifies compliance with all certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments related to its conduct of business in the Commonwealth, and with relevant requirements of its incorporating state (or foreign entity).

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

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



STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS COMMONWEALTH TERMS AND CONDITIONS

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

Limitation of Liability. Contracts may not use the following limitation of liability language unless approved by legal staff at the Office of the Comptroller (CTR) or Operational Services Division (OSD), and it may not be used if a Department is utilizing the Commonwealth IT Terms and Conditions. The term “other damages” in Section 11 of the Commonwealth Terms and Conditions, “Indemnification,” shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase comparable substitute commodities and services) under a Contract. “Other damages” shall not include damages to the Commonwealth as a result of third party claims, provided, that this in no way limits the Commonwealth’s right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 or the Commonwealth’s ability to join the contractor as a third party defendant. Further, the term “other damages” shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth’s use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall “other damages” exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the Contractor’s entire liability under a Contract. Nothing in this section shall limit the Commonwealth’s ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. The terms in this Clarification may not be modified.

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

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

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

the Contract.

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

EXECUTIVE ORDERS

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

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

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

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

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



STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS COMMONWEALTH TERMS AND CONDITIONS

Executive Orders [523](#), [565](#), and [592](#). [Executive Order 523](#) (Establishing the Massachusetts Small Business Purchasing Program.). [Executive Order 565](#) (Reaffirming and Expanding the Massachusetts Supplier Diversity Program). [Executive Order 592](#) (Advancing Workforce Diversity, Inclusion, Equal Opportunity, Non-Discrimination, and Affirmative Action). All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices. The Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices. The Contractor also commits to purchase supplies and services from certified minority, women, veteran, service-disabled veteran, LGBT or disability-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons; and Contractor commits to comply with any Applicable Department contractual requirements pertaining to the employment of persons with disabilities pursuant to [M.G.L. c. 7 § 61\(s\)](#). These provisions shall be enforced through the contracting Department, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

GRANT AGREEMENT

This Grant Agreement (“Agreement”) is made by and between the Commonwealth of Massachusetts, acting by and through the Department of Revenue Senior Deputy Commissioner for Local Services on behalf of the Secretary of the Executive Office for Administration and Finance (EOAF) and the Town of Merrimac [“Grantee”] acting through its Chair of the Select Board.

PRELIMINARY STATEMENT

The Grantee desires to obtain funding from EOAF in the amount not to exceed \$35,000 authorized under FY25 Community Compact Best Practice Grant Program [“Program”] to the Town of Merrimac for the costs associated with: performing 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 [“Project”].

EOAF agrees to make the funds [“EOAF Grant”] available to the Grantee for the Project, subject to the terms and conditions set forth in this Agreement and in compliance with all applicable state laws and regulations governing the disbursement and expenditure of state funds.

The Grantee shall exercise complete management and oversight responsibility of the Project and agrees that the Commonwealth’s provision of state funding under this Agreement shall not in any way be construed as assuming responsibility or liability for the completed Project by the Commonwealth.

SECTION 1. PROJECT SCOPE

The scope of the Project to be funded under the EOAF Grant to the Town of Merrimac for the costs associated with: performing 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.

The funds will allow the town to work with a consultant to help a committee comprised of department managers and residents navigate the pros and cons of the different forms of government and assist in setting up the process required to make a change, if it is determined it is the best way for the Town to move forward.

***** All project SCOPES must provide a deliverable document suitable for public consumption on the Mass.gov website, in addition to other relevant project documentation, that may contain sensitive content.**

SECTION 2. DISBURSEMENT OF EOAF GRANT

2.1 Disbursement of the EOAF Grant under this Agreement shall be made pursuant to the Program; and any other information EOAF may require.

The full amount of the grant award, or **\$35,000** will be disbursed to the Grantee within 45 days of execution of the grant contract.

Grantee report must be received by EOAF no later than two (2) years from the signing date of the contract.

2.2 It is understood and agreed that the grant provided under this Agreement shall be used solely to pay for expenses associated with the Project. Expenses relating to project administration and management shall be assumed by the Grantee, including without limitation: **(i)** salaries and wages of Grantee staff; **(ii)** legal fees; **(iii)** travel, meal and entertainment expenses; **(iv)** overhead and supplies; **(v)** project costs incurred prior to the execution and subsequent to termination of this Agreement; and **(vi)** costs of any other service or activity not related to the Project.

2.3 The Grantee shall keep detailed records of all activities associated with the Project, including without limitation all disbursements made pursuant to this Agreement. EOAF shall have the right to examine all records kept by the Grantee related to the Project.

2.4 The Grantee shall be responsible for any cost overruns that occur during implementation of the Project.

2.5 The grant funds must be spent by no later than two (2) years from the signing date of the contract. Grantee will forfeit any remaining award unused after no later than two (2) years from the signing date of the contract. The Executive Office for Administration and Finance shall give due consideration to any extenuating circumstances presented in writing by the applicant and may waive this restriction at its discretion.

SECTION 3. REPORTING

3.1 Once the Project is completed, the Grantee shall furnish to EOAF, in addition to a report certifying project completion, the following documentation: **(i)** copies of all permits and approvals issued in connection with the Project, unless this information was previously supplied; **(ii)** any outstanding vendors' invoices, certified payment vouchers, cancelled checks or other documentation verifying actual expenditures in connection with the Project; **(iii)** documentation evidencing commitment of funds to the Project from sources other than EOAF, including documentation associated with the issuance of bonds or notes to finance the cost of the Project; **(iv)** a certificate of occupancy of the Project or portions of the Project as applicable by law; and **(v)** a statement from the Grantee certifying to the best of his or her knowledge that the Project was undertaken in conformance with all applicable laws, rules and regulations.

SECTION 4. COMPLIANCE WITH ALL APPLICABLE LAWS/REGULATIONS

4.1 The Grantee and its consultants and contractors shall comply with any and all federal, state and local laws, rules and regulations, orders or requirements that apply to the Project, including but not limited to: **(i)** Executive Order 478 relating to nondiscrimination, diversity, equal opportunity and affirmative action in hiring and employment practices; **(ii)** the State Prevailing Wage Law (MGL. Ch.149, Sections 26 to 27H); Title VI of the Civil Rights Acts of 1964, as amended; **(iii)** Environmental Impact Requirements (MGL. Ch.30, Sections 61 to 62I); and **(iv)** Historic Preservation Requirements (MGL. Ch.9, Sections 26 to 28) and applicable regulations.

4.2 This Agreement shall in no way relieve the Grantee from the full force and application of any laws, rules, regulations and orders or requirements.

SECTION 5. INTEREST OF MEMBERS OR EMPLOYEES OF THE GRANTEE

5.1 No officer, servant, agent, or employee of the Grantee has participated or will participate in any decision relating to the development and implementation of the Project that affects directly or indirectly his/her personal interest or the interest of any corporation, partnership or proprietorship with which her/she is directly or indirectly affiliated. Furthermore, no officer, servant, agent or employee of the Grantee shall have any interest directly or indirectly in any contract in connection with the Project or shall in any way violate M.G.L. Chapter 268A.

SECTION 6. AMENDMENTS

6.1 No amendment to this Agreement or any significant modification of the scope of the Project funded under this Agreement shall be made by the Grantee without the prior written approval of EOAF.

SECTION 7. SEVERABILITY OF PROVISIONS

7.1 If any provision of this Agreement is held invalid by any court of competent jurisdiction, the remaining provisions shall not be affected thereby, and all other parts of the Agreement shall remain in full force and effect.

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COMMONWEALTH OF MASSACHUSETTS

CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

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.)

NOTICE: *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.*

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.

AUTHORIZED SIGNATORY NAME	TITLE

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for 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 below 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.

Signature

Date:

Title:

Telephone:

Fax:

Email:

[Listing can not be accepted without all of this information completed.]

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

COMMONWEALTH OF MASSACHUSETTS

CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

**This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.**

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type):

Title:

X _____

Signature as it will appear on contract or other document (**Complete only in presence of notary**):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, _____ (NOTARY) as a notary public certify that I witnessed
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

_____, 20 ____.

My commission expires on:

AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's
authority as an authorized signatory for the Contractor on this date:

_____, 20 ____.

AFFIX CORPORATE SEAL



COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of

Massachusetts ("State") Departments and Contractors. ***Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.*** Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. Contract Effective Start Date. Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. Payments And Compensation. The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. Contractor Payment Mechanism. All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. Contract Termination Or Suspension. A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence.

Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. Written Notice. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. Confidentiality. The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. Record-keeping And Retention. Inspection Of Records. The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. Assignment. The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. Subcontracting By Contractor. Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. Affirmative Action, Non-Discrimination In Hiring And Employment. The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. Indemnification. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be



COMMONWEALTH TERMS AND CONDITIONS

considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment.

The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. Waivers. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains

conflicting language or has the affect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: _____
(signature)

Print Name:

Title:

Date:

(Check One): ☐ Organization ☐ Individual

Full Legal Organization or Individual Name:

Doing Business As: Name (If Different):

Tax Identification Number:

Address:

Telephone: FAX:

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: **Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108** in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



8.1.d

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: (and d/b/a): Town of Merrimac		COMMONWEALTH DEPARTMENT NAME: Executive Office of Administration & Finance MMARS Department Code: ANF	
Legal Address: (W-9, W-4): 4 School St., Merrimac, MA 01860		Business Mailing Address:	
Contract Manager: Carol McLeod	Phone: (978) 346-0524	Billing Address (if different):	
E-Mail: cmcleod@townofmerrimac.com	Fax:	Contract Manager: Jennifer McAllister	Phone: 617-626-3838
Contractor Vendor Code: V C 6 0 0 1 9 1 8 7 9		E-Mail: mcallisterj@dor.state.ma.us	Fax:
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
		RFR/Procurement or Other ID Number:	
☒ 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). \$ 15,000.			
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.) Community Compact Grant: This award is being made through the FY25 Community Compact Best Practice Grant Program to the Town of Merrimac for the costs associated with: implementing age- and dementia-friendly initiatives to support aging in community, including, but not limited to, programs that address social determinants of health, facilitate connection and engagement, promote intergenerational engagement, improve mobility, facilitate technological access, develop digital literacy, support older workers, job seekers and volunteers, publicize and share local information and resources to support aging and care givers, and raise public awareness that aging is an asset.			
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 no obligations have been incurred prior to the Effective Date. ☐ 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior 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 two (2) years from the signing date of the contract with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: _____ Print Title: _____		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Sean Cronin</u> Print Title: <u>DOR Sr. Deputy Commissioner for Local Services</u>	



STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS COMMONWEALTH TERMS AND CONDITIONS

INSTRUCTIONS

The following Instructions, Contractor Certifications and the applicable Commonwealth Terms and Conditions are incorporated by reference into an executed Standard Contract Form. Instructions are provided to assist with completion of the Standard Contract Form. Additional terms are incorporated by reference. Links to legal citations are to unofficial versions and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Please note that not all applicable laws have been cited.

Contractor Legal Name (and D/B/A): Enter the **Full Legal Name** of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions. If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for a Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or e-mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

Commonwealth Department Name: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager

(with confirmation of actual receipt) through the listed address, fax number(s) or e-mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or e-mail address if invoices must be sent to a different location. Billing, confirmation of delivery or performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the e-mail address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or e-mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20-character encumbrance transaction number associated with this Contract, which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Document IDs.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference or tracking number for this Contract or Amendment which will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (Left Side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

Procurement or Exception Type: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See the Office of the Comptroller Guidance for Vendors Policies (State Finance Law and General Requirements, Acquisition Policy and Fixed Assets) and the Operational Services Division Conducting Best Value Procurements Handbook for details.

Statewide Contract (OSD or an OSD-designated Department): Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD: Check this option for Contracts approved by OSD for collective purchases through federal, state, or local government or other entities.

Department Procurement: Check this option for a Department contract procurement including state grants and federal sub-grants under [815 CMR 2.00](#) and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If this is a multi-Department user Contract, state that multi-Department use is allowable in the section labeled "Brief Description."

Emergency Contract: Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government, the provision of necessary or mandated services, or where the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee: Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status



STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS COMMONWEALTH TERMS AND CONDITIONS

Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Other Procurement Exception: Check this option when another procurement exception exists, such as legislation with specific language naming the Contractor as a recipient of a grant or contract, an existing legal obligation, a prohibition or other circumstance that exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements; all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended, or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract Document IDs, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year). See "Amendments, Suspensions, and Termination Policy."

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if there is no change.

Amendment Type: Identify the type of Amendment being made. Documentation supporting the updates to performance and budget must be attached.

Amendment to Date, Scope or Budget: Check this option when renewing a Contract or executing an Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material change" in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. 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.

Interim Contracts: Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee: Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Other Procurement Exception: Check this option when another procurement exception exists, such as legislation with specific language naming the Contractor as a recipient of a grant or contract; an existing legal obligation; a prohibition or other circumstance that exempts or prohibits a Contract from being

competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach Supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which version of the Commonwealth Terms and Conditions is incorporated by reference into this Contract: the Commonwealth Terms and Conditions (TC), the Commonwealth IT Terms and Conditions (TC-IT), or the Commonwealth Terms and Conditions for Human and Social Services (TC-HHS). The Comptroller Expenditure Classification Handbook identifies the applicable Commonwealth Terms and Conditions based upon the object code for the contract.

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both. Specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT, in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payment is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under [M.G.L. c. 29, § 23A](#)). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank, please identify that the Contractor agrees to the standard 45 day cycle, a statutory/legal exemption such as Ready Payments ([M.G.L. c. 29, § 23A](#)), or only an initial accelerated payment for reimbursements or startup costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for *all* payments under a Contract. Initial grant or contract payments may be accelerated for the *first* invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle, in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in the Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.



STANDARD CONTRACT FORM INSTRUCTIONS

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BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the [Expenditure Classification Handbook](#)) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2021" or "FY2021-23"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access the procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify when obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2021" or "FY2021-23") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to the fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations are incurred by the Contractor prior to the Effective Date, which the Department has either requested, accepted, or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under the same encumbrance and object codes as the Contract payments. Performance dates are subject to [M.G.L. c. 4, § 9](#).

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to [M.G.L. c. 4, § 9](#).

CONTRACTOR AUTHORIZED SIGNATORIES FOR EXECUTION

See Comptroller policies entitled "Department Head Signature Authorization" and "Contractor Authorized Signatory Listing" for guidance.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must sign and enter the date the Contract is signed. See section above under "Anticipated Contract Start Date." **Rubber stamps are not acceptable.** Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. Proof of Contractor signature authorization on a **Contractor Authorized Signatory Listing** may be required by the Department if not already on file. See [Contract and ISA Execution after the COVID-19 State of Emergency](#).

Contractor Name/Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the **Contractor Authorized Signatory Listing**.

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must sign and enter the date the Contract is signed. See section above under "Anticipated Start Date." **Rubber stamps are not acceptable.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name/Title: Legibly enter Authorized Signatory's name and title.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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

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

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

Laws and Regulations Prohibiting Discrimination and Human Trafficking. Contractors acknowledge and certify as a condition of this Contract that they are responsible for complying fully with all state and federal laws prohibiting



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discrimination, human trafficking, and forced labor, including but not limited to M.G.L. c. 265 §§ 49-57.

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

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

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

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

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

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15 for performance made and received (goods delivered, services completed) prior to June 30, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15 or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of an estimated payment releases the Commonwealth from further claims for these invoices. **If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty of up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.**

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

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

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

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

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

Protection of Commonwealth Data, Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and



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

For all Contracts involving the Contractor's access to personal information, as defined in [M.G.L. c. 93H](#), and personal data, as defined in [M.G.L. c. 66A](#), or access to Department systems containing such information or data, Contractor certifies under the pains and penalties of perjury that the Contractor: (1) has read [M.G.L. c. 93H](#) and [c. 66A](#) and agrees to protect any and all personal information and personal data; and (2) has reviewed all of the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (EOTSS), or stricter standards prescribed by the Department. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all Departments, including all offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with any pertinent security guidelines, standards, and policies; (2) comply with the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (EOTSS), or a comparable set of policies and standards ("Information Security Policy") as prescribed by the Department; (3) communicate and enforce such security guidelines, standards, policies and the applicable Information Security Policy among all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information and data to which the Contractor is given access by the contracting Department from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information or personal data (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting Department if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting Department to determine the scope of the unauthorized use; and (c)

provide full cooperation and access to information necessary for the contracting Department and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including, without limitation, indemnification, withholding of payments, Contract suspension, or termination, pursuant to the [Commonwealth's Terms and Conditions](#), the [Commonwealth IT Terms and Conditions](#), or the [Commonwealth Terms and Conditions for Human and Social Services](#). In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including, and without limitation, those imposed pursuant to [M.G.L. c. 93H](#) and under [M.G.L. c. 214, § 3B](#) for violations under [M.G.L. c. 66A](#).

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

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

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



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

Limitation of Liability. Contracts may not use the following limitation of liability language unless approved by legal staff at the Office of the Comptroller (CTR) or Operational Services Division (OSD), and it may not be used if a Department is utilizing the Commonwealth IT Terms and Conditions. The term “other damages” in Section 11 of the Commonwealth Terms and Conditions, “Indemnification,” shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase comparable substitute commodities and services) under a Contract. “Other damages” shall not include damages to the Commonwealth as a result of third party claims, provided, that this in no way limits the Commonwealth’s right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 or the Commonwealth’s ability to join the contractor as a third party defendant. Further, the term “other damages” shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth’s use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall “other damages” exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the Contractor’s entire liability under a Contract. Nothing in this section shall limit the Commonwealth’s ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. The terms in this Clarification may not be modified.

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

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

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

the Contract.

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

EXECUTIVE ORDERS

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

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

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

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

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



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Executive Orders [523](#), [565](#), and [592](#). [Executive Order 523](#) (Establishing the Massachusetts Small Business Purchasing Program.). [Executive Order 565](#) (Reaffirming and Expanding the Massachusetts Supplier Diversity Program). [Executive Order 592](#) (Advancing Workforce Diversity, Inclusion, Equal Opportunity, Non-Discrimination, and Affirmative Action). All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices. The Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices. The Contractor also commits to purchase supplies and services from certified minority, women, veteran, service-disabled veteran, LGBT or disability-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons; and Contractor commits to comply with any Applicable Department contractual requirements pertaining to the employment of persons with disabilities pursuant to [M.G.L. c. 7 § 61\(s\)](#). These provisions shall be enforced through the contracting Department, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

GRANT AGREEMENT

This Grant Agreement (“Agreement”) is made by and between the Commonwealth of Massachusetts, acting by and through the Department of Revenue Senior Deputy Commissioner for Local Services on behalf of the Secretary of the Executive Office for Administration and Finance (EOAF) and the Town of Merrimac [“Grantee”] acting through its Chair of the Select Board.

PRELIMINARY STATEMENT

The Grantee desires to obtain funding from EOAF in the amount not to exceed \$15,000 authorized under FY25 Community Compact Best Practice Grant Program [“Program”] to the Town of Merrimac for the costs associated with: implementing age- and dementia-friendly initiatives to support aging in community, including, but not limited to, programs that address social determinants of health, facilitate connection and engagement, promote intergenerational engagement, improve mobility, facilitate technological access, develop digital literacy, support older workers, job seekers and volunteers, publicize and share local information and resources to support aging and care givers, and raise public awareness that aging is an asset [“Project”].

EOAF agrees to make the funds [“EOAF Grant”] available to the Grantee for the Project, subject to the terms and conditions set forth in this Agreement and in compliance with all applicable state laws and regulations governing the disbursement and expenditure of state funds.

The Grantee shall exercise complete management and oversight responsibility of the Project and agrees that the Commonwealth’s provision of state funding under this Agreement shall not in any way be construed as assuming responsibility or liability for the completed Project by the Commonwealth.

SECTION 1. PROJECT SCOPE

The scope of the Project to be funded under the EOAF Grant to the Town of Merrimac for the costs associated with: implementing age- and dementia-friendly initiatives to support aging in community, including, but not limited to, programs that address social determinants of health, facilitate connection and engagement, promote intergenerational engagement, improve mobility, facilitate technological access, develop digital literacy, support older workers, job seekers and volunteers, publicize and share local information and resources to support aging and care givers, and raise public awareness that aging is an asset.

The funds will allow for supportive programming, education, advocacy and actionable goals towards becoming dementia and age inclusive at the community level.

*****All project SCOPEs must provide a deliverable document suitable for public consumption on the Mass.gov website, in addition to other relevant project documentation, that may contain sensitive content.**

SECTION 2. DISBURSEMENT OF EOAF GRANT

2.1 Disbursement of the EOAF Grant under this Agreement shall be made pursuant to the Program; and any other information EOAF may require.

The full amount of the grant award, or **\$15,000** will be disbursed to the Grantee within 45 days of execution of the grant contract.

Grantee report must be received by EOAF no later than two (2) years from the signing date of the contract.

2.2 It is understood and agreed that the grant provided under this Agreement shall be used solely to pay for expenses associated with the Project. Expenses relating to project administration and management shall be assumed by the Grantee, including without limitation: **(i)** salaries and wages of Grantee staff; **(ii)** legal fees; **(iii)** travel, meal and entertainment expenses; **(iv)** overhead and supplies; **(v)** project costs incurred prior to the execution and subsequent to termination of this Agreement; and **(vi)** costs of any other service or activity not related to the Project.

2.3 The Grantee shall keep detailed records of all activities associated with the Project, including without limitation all disbursements made pursuant to this Agreement. EOAF shall have the right to examine all records kept by the Grantee related to the Project.

2.4 The Grantee shall be responsible for any cost overruns that occur during implementation of the Project.

2.5 The grant funds must be spent by no later than two (2) years from the signing date of the contract. Grantee will forfeit any remaining award unused after no later than two (2) years from the signing date of the contract. The Executive Office for Administration and Finance shall give due consideration to any extenuating circumstances presented in writing by the applicant and may waive this restriction at its discretion.

SECTION 3. REPORTING

3.1 Once the Project is completed, the Grantee shall furnish to EOAF, in addition to a report certifying project completion, the following documentation: **(i)** copies of all permits and approvals issued in connection with the Project, unless this information was previously supplied; **(ii)** any outstanding vendors' invoices, certified payment vouchers, cancelled checks or other documentation verifying actual expenditures in connection with the Project; **(iii)** documentation evidencing commitment of funds to the Project from sources other than EOAF, including documentation associated with the issuance of bonds or notes to finance the cost of the Project; **(iv)** a certificate of occupancy of the Project or portions of the Project as applicable by law; and **(v)** a statement from the Grantee certifying to the best of his or her knowledge that the Project was undertaken in conformance with all applicable laws, rules and regulations.

SECTION 4. COMPLIANCE WITH ALL APPLICABLE LAWS/REGULATIONS

4.1 The Grantee and its consultants and contractors shall comply with any and all federal, state and local laws, rules and regulations, orders or requirements that apply to the Project, including but not limited to: **(i)** Executive Order 478 relating to nondiscrimination, diversity, equal opportunity and affirmative action in hiring and employment practices; **(ii)** the State Prevailing Wage Law (MGL. Ch.149, Sections 26 to 27H); Title VI of the Civil Rights Acts of 1964, as amended; **(iii)** Environmental Impact Requirements (MGL. Ch.30, Sections 61 to 62I); and **(iv)** Historic Preservation Requirements (MGL. Ch.9, Sections 26 to 28) and applicable regulations.

4.2 This Agreement shall in no way relieve the Grantee from the full force and application of any laws, rules, regulations and orders or requirements.

SECTION 5. INTEREST OF MEMBERS OR EMPLOYEES OF THE GRANTEE

5.1 No officer, servant, agent, or employee of the Grantee has participated or will participate in any decision relating to the development and implementation of the Project that affects directly or indirectly his/her personal interest or the interest of any corporation, partnership or proprietorship with which her/she is directly or indirectly affiliated. Furthermore, no officer, servant, agent or employee of the Grantee shall have any interest directly or indirectly in any contract in connection with the Project or shall in any way violate M.G.L. Chapter 268A.

SECTION 6. AMENDMENTS

6.1 No amendment to this Agreement or any significant modification of the scope of the Project funded under this Agreement shall be made by the Grantee without the prior written approval of EOAF.

SECTION 7. SEVERABILITY OF PROVISIONS

7.1 If any provision of this Agreement is held invalid by any court of competent jurisdiction, the remaining provisions shall not be affected thereby, and all other parts of the Agreement shall remain in full force and effect.

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COMMONWEALTH OF MASSACHUSETTS

CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

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.)

NOTICE: *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.*

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.

AUTHORIZED SIGNATORY NAME	TITLE

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for 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 below 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.

Signature

Date:

Title:

Telephone:

Fax:

Email:

[Listing can not be accepted without all of this information completed.]

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

COMMONWEALTH OF MASSACHUSETTS

CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

**This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.**

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type):

Title:

X _____

Signature as it will appear on contract or other document (**Complete only in presence of notary**):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, _____ (NOTARY) as a notary public certify that I witnessed
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

_____, 20 ____.

My commission expires on:

AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's
authority as an authorized signatory for the Contractor on this date:

_____, 20 ____.

AFFIX CORPORATE SEAL



COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of

Massachusetts ("State") Departments and Contractors. ***Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.*** Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. Contract Effective Start Date. Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. Payments And Compensation. The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. Contractor Payment Mechanism. All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. Contract Termination Or Suspension. A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence.

Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. Written Notice. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. Confidentiality. The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. Record-keeping And Retention. Inspection Of Records. The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. Assignment. The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. Subcontracting By Contractor. Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. Affirmative Action, Non-Discrimination In Hiring And Employment. The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. Indemnification. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be



COMMONWEALTH TERMS AND CONDITIONS

considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment.

The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. Waivers. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains

conflicting language or has the affect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: _____
(signature)

Print Name:

Title:

Date:

(Check One): ☐ Organization ☐ Individual

Full Legal Organization or Individual Name:

Doing Business As: Name (If Different):

Tax Identification Number:

Address:

Telephone: FAX:

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: **Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108** in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.



EDWARD J. COLLINS, JR. CENTER FOR PUBLIC MANAGEMENT
 JOHN W. MCCORMACK GRADUATE SCHOOL OF POLICY AND GLOBAL STUDIES
 UNIVERSITY OF MASSACHUSETTS BOSTON

100 Morrissey Boulevard
 Boston, MA 02125-3393
 P: 617.287.4824
 F: 617.287.5566
mccormack.umb.edu/centers/cpm
collins.center@umb.edu

Carol A. McLeod, CMMT, MCPPO
 Town Administrator, Finance Director, Treasurer
 Town of Merrimac
 4 School Street
 Merrimac, MA 01860

October 4, 2024

Dear Ms. McLeod:

The Edward J. Collins, Jr. Center for Public Management is pleased to present this proposal to the Town of Merrimac to provide technical assistance to the Town Charter Study Committee.

The Center was established in 2008 in the McCormack Graduate School of Policy and Global Studies to further the public service mission of the University of Massachusetts Boston. The Center provides technical assistance to municipalities, school districts, regional governments, and state agencies on all aspects of public management.

The Center is a Massachusetts state government entity. Consequently, the laws of the Commonwealth do not require the Town and the University to engage in a statutory procurement process before executing a contract.

Please review the proposal that follows, and let us know if you have any questions. Thank you for your consideration.

Sincerely,

Michael Ward
 Director
 Edward J. Collins, Jr. Center for Public Management
 McCormack Graduate School of Policy and Global Studies
 UMass Boston

Merrimac Charter Study Committee

Scope of Services

1. Overview

The purpose of this project is to assist the Town of Merrimac (“Town”) with a comprehensive study of the Town’s governance and to assist in the drafting of a charter that codifies its town meeting form of government, incorporating any best practices of town administration that the Town deems appropriate.

2. Services

This scope includes assistance to the Select Board or its designee during selected meetings in the form of:

- a. Facilitation – The project team will help the Town productively discuss significant topics, assisting with a decision-making plan and options, providing frameworks for decision-making, etc.;
- b. General guidance – The project team will provide guidance on substantive aspects of town management;
- c. Research – As requested by the Town, the project team will conduct research, including examples of other municipalities with a town meeting form of government; and
- d. Drafting – The project team will work with the Town’s designee between meetings to draft charter text for presentation to the Select Board.

The Center project team will attend up to 15 meetings during the course of the project where the project team’s attendance is requested by the Town and scheduled in advance with the project team. The project team will be available to the Town designee between meetings for consultation by phone, zoom, or email, and the project team will provide research on topics requested in advance of the meeting and follow-up research on major questions raised during the meetings. (Note: The Center does not provide legal advice and strongly encourages the Town to have town counsel or special counsel review any final text drafted by the committee.)

4. Responsibilities

Responsibilities of the Center

The Center project team will act at all times in an attentive, ethical, and responsible manner. The Center will assign a project manager, who will serve as the primary point of contact for the duration of the project. The project manager shall be available to the Town to discuss any issues or challenges.

Throughout the course of the project, the project manager shall facilitate completion of work according to the agreed-upon timeline and communicate with the client project liaison to discuss and resolve any issues with the timeline and to consider proposed modifications to the timeline.

Responsibilities of the Town of Merrimac

The Town will identify a project liaison to the Center for the duration of the work. The project liaison will have responsibility for managing logistics throughout the project (e.g., scheduling meetings, identifying meeting space, etc.).

The Town shall agree to provide necessary access to its employees, records, and agreed-upon data, and to respond to requests for information, comment, and scheduling in a timely manner.

The project timeline will be determined in conjunction with the Town prior to finalizing the agreement. To facilitate completion of work according to the timeline, the Town of Merrimac will provide timely response to requests. This shall include but not be limited to: provision of documents and data, access to employees, officials and/or facilities, feedback on Center work products, etc. The project team will work to schedule the initial project meeting upon receipt of any preliminary documents and data requested.

6. Fee for Services

The Collins Center will provide the scope of services presented in this proposal for an all-inclusive fee of \$30,000. The Center will invoice the Town of Merrimac for \$15,000 after the completion of the seventh meeting and \$15,000 upon completion of the work.

The Center is available to provide additional professional services beyond the scope of this project on an hourly cost basis through December 30, 2025 at the rates provided below.

Any proposed scope expansion shall be discussed with the project manager.

Position	Hourly Rate
Public Services Manager	\$125
Associate	\$125
Senior Associate	\$155
Director	\$155

Highlighted text – input from different towns is different, so needs discussion

PENTUCKET REGIONAL SCHOOL DISTRICT
REGIONAL AGREEMENT

PreK-12 REGIONAL AGREEMENT OF APRIL 30, 1993
AS AMENDED JULY 1, 1997, JULY 1, 1998, JULY 1, 1999, JULY 1, 2005,
JULY 1, 2006, JULY 1, 2012, JULY 1, 2014, AND JULY 1, 2019

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

Section I. MEMBERSHIP OF THE REGIONAL DISTRICT SCHOOL COMMITTEE

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

Section II. QUORUMS, VOTES AND GOVERNANCE

- A. A quorum to conduct business at regular meetings shall consist of a simple majority of its members and special meetings shall require not less than two members from each of the towns.
- B. On all issues requiring a vote of the Regional District School Committee, each member’s vote will be weighted according to the respective town’s population based on the most recent decennial Federal census data, calculated out to two decimal places, and remain as such until the next official Federal census.

Highlighted text – input from different towns is different, so needs discussion

- C. Any action voted by the Regional District School Committee which directly and specifically affects the elementary school(s) in only one town shall require that two of the three members of the Regional District School Committee from the town in which the affected elementary school is located vote in support of that action. In order, however, for a school to be closed in any member town where there is more than one elementary school, all three committee members from the affected town are required to vote in favor of the proposed closure after a public hearing is held in the affected town.

Section III. TYPE OF SCHOOL

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

Section IV. LOCATION OF SCHOOLS

- A. The Regional District secondary school buildings shall be located on sites owned by the District.

EITHER / OR

- B. **There shall be not less than one elementary school in each member town.** Students in grades PK – 5 or 6 shall attend schools in their towns of residence, except in cases of emergency as defined by the Regional District School Committee, children attending special education low incidence classes, regional “magnet” classes, or intradistrict school choice. In such instances of emergency, refer to the Pentucket Regional School District “Contingency Plan” as approved by the Pentucket Regional School Committee, and as may be amended from time to time.
- B. There may shall be not less than one or more elementary school in each member town, provided, however, that the towns may decide to share or consolidate elementary schools in the future. Unless and until any such consolidation, students in grades PK – 5 or 6 shall attend schools in their towns of residence, except in cases of emergency as defined by the Regional District School Committee, children attending special education low incidence classes, regional “magnet” classes, or intradistrict school choice. In such instances of emergency, refer to the Pentucket Regional School District “Contingency Plan” as approved by the Pentucket Regional School Committee, and as may be amended from time to time.

Highlighted text – input from different towns is different, so needs discussion

- C. Each member town shall retain ownership of all elementary school buildings and related grounds, including any new elementary school buildings constructed in the future. Each member town shall lease each elementary school building and related grounds to the Pentucket Regional School District for the sum of one dollar. Each lease shall be for a term not greater than the term permitted by either general or special State law. The initial term of each lease shall commence on the date that the Regional District School Committee assumes jurisdiction over the pupils in grades PK-12 or as otherwise provided in such lease. Each lease may contain provisions for an extension of the lease term at the option of the Regional District School Committee. Responsibilities for maintenance of elementary school buildings shall be uniform across all District elementary school leases. A lease shall not prevent the use of the elementary school buildings or premises by the respective owner towns with the approval of the School Committee, which shall not withhold such approval unless educationally necessary. If permitted by either general or special State law, a lease may provide that it shall terminate and the leased property shall revert to the member town if the town should no longer be a member of the Pentucket Regional School District or if the Regional District School Committee should determine that the land, with the building and other improvements thereon, is no longer needed for the educational program of the District. Each lease may include such other terms as may be agreed upon by the Select Board ~~of Selectmen~~ of a member town and the Regional District School Committee. A lease shall be executed by the Select Board ~~of Selectmen~~ on behalf of the member town and the Regional District School Committee on behalf of the District.
- D. Said requirements to lease land and buildings shall not include portions of land and buildings already under separate lease at the time of the effective date of this agreement until such time as the existing lease terms expire.
- E. Payments from present leases and future leases shall be paid to the Regional School District in accordance with the lease agreement by and between the District and the Town.
- F. When necessary to implement due to an emergency as described in Section IV (B), the Pentucket Regional School District “Contingency Plan” will be in place for not more than one year, or until all towns have convened a special town meeting for the purpose of reviewing any amendments as may be proposed to the Regional Agreement, whichever comes first.

Section V. TRANSPORTATION

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

Section VI. DEFINITIONS

Highlighted text – input from different towns is different, so needs discussion

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

A. Budget

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

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

- ~~1. DEBT SERVICE and CAPITAL COSTS include all costs that are used for payment of principal and interest on bonds or other obligations issued by the District. Capital projects shall be defined as costing not less than \$20,000 \$10,000 and having a depreciable life of not less than 5 years.~~
- ~~2. OPERATING COSTS include all costs not included in Debt Service and Capital Costs as defined in 1, but includes interest and principal on revenue anticipation notes.~~
1. DEBT SERVICE includes all costs that are used for payment of principal and interest on bonds or other obligations issued by the District.
2. CAPITAL COSTS shall be defined as costing not less than \$20,000 and having a depreciable life of not less than 5 years.
3. OPERATING COSTS include all costs not included in Debt Service and Capital Costs as defined in 1, but includes interest and principal on revenue anticipation notes.
4. STABILIZATION COSTS include all Excess and Deficiency and other funds that are transferred to the PRSD Stabilization fund in the proposed budget. The budget should also include the current balance in the PRSD Stabilization fund and the projected new balance with the addition of funds identified in the budget.

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

- A. All operating costs shall be assessed to the three towns on the basis of M.G.L. Chapter 71, Section 16B.
 1. The district assessment will be calculated and reported to the member towns by using the two – step method. The District shall list all general fund

Highlighted text – input from different towns is different, so needs discussion

revenues, including but not limited to Chapter 70, Excess & Deficiency, Circuit Breaker and Transportation Aid, and reduce the member assessment as it relates to the approved operating budget by said amount. The remaining member assessments shall be calculated by charging each member Town its net minimum spending amount as approved by the Department of Elementary and Secondary Education for the Fiscal Year being assessed. Should the requested member assessments exceed the net minimum spending required then the remaining amount shall be charged to each member Town based upon its percentage of the entire District enrollment calculated to 4 decimal places as of October 1 of the prior Fiscal Year for grades K to 12, as well as pre-kindergarten and special education students (counted as .5), calculated by the Department of Elementary and Secondary Education using pupil-specific data submitted by the PRSD through the Student Information Management System (SIMS) and defined as the Foundation Enrollment, including out-of-District placements, as reported to the Massachusetts Department of Elementary and Secondary Education on the statewide pupil census. All Debt Service, and Capital Costs not associated directly to one member community's Elementary School(s) shall be allocated and assessed annually using the calculation stated above for any amount over the net minimum spending requirement.

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

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

- A. The District shall develop a 5 year capital plan for each building that will be provided to each member town, including any new or updated projects and cost estimates, each year by January October 15th. This plan shall include; item descriptions, estimated costs, and the projected depreciable life. Capital projects

Highlighted text – input from different towns is different, so needs discussion

shall be defined as costing not less than ~~\$10,000~~ \$20,000 and having a depreciable life of not less than 5 years. Capital projects shall be scheduled and approved by the member Town. Emergency repair procedures shall be defined by the member Town lease agreement.

In addition, on or before January 15th of each year, the District shall provide the member towns with a maintenance plan for the following budget year for each of its buildings. The District shall include a line item in its budget to fully fund this plan. As part of its closeout of the fiscal year, on or around September 1st of each year, a year end maintenance report covering the preceding fiscal year shall be provided to the member towns identifying the cost of all maintenance performed.

- B. Each member town shall be responsible for payment of costs associated with the construction of new buildings, renovations, or making extraordinary repairs to the elementary school building/s located in that member town so long as they meet the requirements of a capital project as described in VIII A.
- C. The costs of on-going maintenance for those items not included in paragraph VIII B. for the elementary schools and all costs for the secondary schools shall be borne by the Regional School District.

Section IX. ADMISSION OF ADDITIONAL TOWNS

By an amendment of this agreement adopted by each member town in accordance with Section XIV and complying with the provision therein contained, any other town or towns may be admitted to the Regional School District upon adoption as herein provided

of such amendment and upon acceptance of the agreement as so amended, and also upon compliance with the provision of law as may be applicable and such terms as may be set forth in such amendment.

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

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

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

Highlighted text – input from different towns is different, so needs discussion

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

Section XI. ANNUAL REPORT

- A. The Regional District School Committee shall submit to each member town an annual report containing a detailed financial statement and a statement showing methods by which the annual charges assessed against each town were computed, together with such additional information relating to the operation and maintenance of the secondary schools and each elementary school as may be deemed necessary by the Regional District Committee or by the Select Board ~~Selectmen~~ and/or the Finance Committee of any member town. This report shall contain a detailed listing of salaries by individual employee. **The report will also provide a list of all employees, detailing the number of classes assigned to each employee along with the corresponding class sizes.**

Section XII. REGIONAL FINANCE ADVISORY COMMITTEE BUDGET

There shall be a Regional Finance Advisory Committee ("Advisory Committee"), comprised of the following: one Select Board member from each member town annually appointed by each member town Select Board; the Finance Director, or person holding such position by whichever title it may be known, from each member town; one Finance Committee member from each member town annually appointed by each member town Finance Committee; the Regional District School Committee Chair, or his/her designee; and the District Superintendent and/or Business Manager. The ~~Regional~~ Advisory Committee will meet, from time to time, ~~with the Regional District School Committee Chair, the Superintendent and/or Business Manager~~ to discuss matters that may impact the District and/or the towns, including budget calendars and timelines, content and detail of budgets, revenue estimates and other revenue matters, capital budget items and use of Excess and Deficiency funds. The chairmanship of the Advisory Committee shall rotate annually among the designated Select Board members from each of the towns. The Committee shall prepare reports to be read into the School Committee minutes.

Section XII. BUDGET

- A. The Regional District School Committee shall prepare a budget on a fiscal year basis for the District in the following manner:

Highlighted text – input from different towns is different, so needs discussion

1. The budget process shall be initiated annually in or before December and shall provide an opportunity for the ~~Selectmen~~ Select Board and Finance Committee of each member town to have input into its preparation. The Regional District School Committee shall complete its proposed budget for the ensuing year, and said proposed budget shall be posted in the Town Hall of each member town, shall be provided to each member town's public library, and shall be submitted to the ~~Selectmen~~ Select Board, Finance Directors and Finance Committee members of each member town.
2. The Advisory Committee shall convene two meetings during the budget process, including an initial meeting in late January; and an additional meeting in March, prior to the School Committee's vote on the proposed budget. The membership of each town's Select Board and Finance Committee shall be invited to each of these two budget meetings. Additionally, upon request of the Finance Committee and/or the Select Board of any member town, the Regional District School Committee shall arrange to meet with such Finance Committee and/or Select Board for the purpose of discussing the proposed budget.
3. The proposed budget shall contain a notice stating when and where a public hearing will be held. The public hearing shall be held in any District school building. The notice of the public hearing shall be posted in all three towns. Said hearing shall be held at least ten (10) days prior to final adoption of the proposed budget. ~~Upon request of the Finance Committee and/or the Board of Selectmen of any member town, the Regional District School Committee shall arrange to meet with such Finance Committee and/or Board of Selectmen for the purpose of discussing the proposed budget.~~ Said proposed budget shall be submitted in the template approved by the School Committee, itemized at least as follows: central administration; expenses of instruction; transportation; operation of school plant; maintenance of school plant; and outlay, debt and interest charges; all non-recurring expenditures shall be itemized. The budget shall include a breakdown by school building which shows the total in the following cost centers: staffing, maintenance, administration and other cost centers which may seem appropriate to show. Regional district programs based in elementary school buildings shall be identified and costs shown. Enrollment, staffing, total expenditures and assessments for the past five years shall be included. The Chair of any member Select Board ~~of Selectmen~~ or Finance Committee may request further information.
4. No later than 45 days prior to the date of the earliest member Annual Town Meeting, the Regional District School Committee shall adopt by a two-thirds vote of all its members a budget with such changes as may have resulted from conferences and an open hearing. This budget shall be presented in two parts as outlined in the attached template (Exhibit A). No later than 30 days from the date of the approval vote, but within 10 days if possible, the Treasurer of the

Highlighted text – input from different towns is different, so needs discussion

District shall certify to the Treasurer of each member town its assessed share of such budget.

5. The budget and assessment shall be so constructed as to show debt service, capital, ~~and~~ operating and stabilization costs. It shall also list all general fund revenue used to reduce member assessments as described in VII. A. This budget should also identify the costs of any programs not uniformly offered at all District elementary schools.
6. Budget approval will be in accordance with M.G.L. Chapter 71, Section 16B.
7. If, in the opinion of the Select Board ~~of Selectmen~~ and/or Finance Committee of any of the towns, the Regional School District budget will not fit the budgetary capabilities of their town, they can request of the Regional District School Committee a special meeting to discuss the budget.

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

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

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

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

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

Section XIII. INCURRING OF DEBT

- A. The Regional District School Committee shall have authority to develop plans for District schools. According to Chapter 71, S.16d. the Regional District School Committee shall not incur any debt for the school until the expiration of sixty (60)

Highlighted text – input from different towns is different, so needs discussion

- days from the date said debt is authorized by the Regional District School Committee. Prior to the expiration of said period each member town will be notified of the intent to incur debt. Each member town which would bear a financial responsibility for the debt through the assessment of all or a portion of the principal and interest on such debt shall hold a Town Meeting for the purpose of expressing approval or disapproval of the amount of debt authorized by the Regional District School Committee by a majority of voters present and voting on the question. If the debt is disapproved by any member town, the debt shall not be incurred, and the Regional District School Committee shall then prepare an alternative proposal and a new or revised authorization to incur debt. The only exception to the restrictions in this paragraph shall be the incurring of debt in anticipation of revenues.
- B. In the event that a member town should determine, prior to the issuance by the District of long term indebtedness to finance a Capital Cost, to make an upfront cash contribution to pay all of its allocable share of such Capital Cost, then the total borrowing authorized to pay costs of such Capital Cost shall be reduced by the amount of such upfront cash contribution. A member town's share of Capital Costs for purposes of this section shall be determined in the same manner as used in determining the allocation of Capital Costs for the fiscal year in which the District's borrowing for a particular Capital Cost is authorized.

When a member town has paid its entire share of such Capital Cost, then such member town shall not be assessed for any portion of Debt Service incurred by the District to finance the balance of such Capital Cost. Then, notwithstanding the provisions of Section VII(A) to the contrary, Debt Service on the amount to be borrowed shall be assessed upon the member town or towns that did not determine to make an upfront cash contribution on account of such Capital Cost, as if the District's total enrollment consisted solely of the students from the noncontributing town or towns.

Any upfront cash contribution on account of a Capital Cost shall be paid to the District prior to the issuance of long term bonds by the District to finance such capital cost.

Section XIV. AMENDMENTS

- A. Amendments to the agreement must receive a majority vote of approval by each member town at a Town Meeting. Amendments may be initiated by the Regional District School Committee or by the Select Board ~~of Selectmen~~ of any one of the member towns.
- B. No such amendment shall be made which shall substantially impair the rights of the holders of any of the District's bonds or notes of the District then outstanding or the rights of the District to procure the means for payment thereof.

Highlighted text – input from different towns is different, so needs discussion

- C. This agreement shall be reviewed every three years by a group comprised of the Chief Financial Officer of each town (or person holding such position by whichever title it may be known), the PRSD Business Manager, and the PRSD Superintendent, who will jointly make recommendations for changes to the member Town's Select Board ~~of Selectmen~~. Each town's Chief Financial Officer shall participate on behalf of their respective Select Board ~~of Selectmen~~, and shall be responsible to keep their Board apprised of communications and related meetings, and to provide their respective Board regular opportunities to initiate any potential amendments to this agreement or respond to any amendments as may be initiated by others. At any time, the Towns may also appoint a task force to review the Regional Agreement. This task force will be made up of a member from each Town's Select Board ~~of Selectmen~~, the member town's Finance Directors, the Chairman of the School Committee, the Superintendent and a citizen from each member town.
- D. All amendments are subject to the approval of the Commissioner of Elementary and Secondary Education.

Section XV. SEVERABILITY OF SECTIONS

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

Approval Signatures

Chair, Groveland Select Board ~~of Selectmen~~
Duly authorized

Date

Chair, Merrimac Select Board ~~of Selectmen~~
Duly authorized

Date

Chair, West Newbury Select Board ~~of Selectmen~~
Duly authorized

Date

TOWN OF MERRIMAC

SPECIAL TOWN MEETING, OCTOBER 21, 2024

Motions

Chris Manni - Read motion for Article	1
Janet Bruno - Read motion for Article	2
Irina Gorzynski - Read motion for Article	3
Wayne Adams - Read motion for Articles	4 & 5
Rob Gustison - Read motion for Article	11
Earl Baumgardner - Read motions for Articles	6 - 10

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.

MOTION: I move that the Town 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

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

DATE_____

Signed_____

VOTE_____

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.

Motion: I move that the Town reduce the amount raised and appropriated by **\$10,000**, for Solid Waste Collection and Disposal, Recycling Collection.

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

DATE _____

Signed_____

VOTE

Article 3. To see if the Town will 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 not unreasonably restrict the creation or rental of an accessory dwelling unit that is not a short-term rental."**

ARTICLE 4: VILLAGE RESIDENTIAL DISTRICT (VR)

Permitted By-Right

4.2.6. One ~~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 ½ the square gross floor area of the principal dwelling whichever is less, (b) and the LOT contains sufficient area to accommodate parking for the occupants of the single-family dwelling in accordance with the requirements of the bylaw and one parking space for the accessory dwelling, in the opinion of the BUILDING COMMISSIONER, and (c) there is no change to the exterior of the single-family dwelling except where required to comply with the State Building Code.**

ARTICLE 5: SUBURBAN RESIDENTIAL DISTRICT (SR)

Delete:

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

Add:

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

ARTICLE 6: AGRICULTURAL RESIDENTIAL DISTRICT (AR)

Delete

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

Add:

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

ARTICLE 7: LAKE ATTITASH DISTRICT (LA)

Add:

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

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

17.1. Purpose.

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

17.2 Applicability.

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

17.3 Accessory Dwelling Unit.

17.3.1 The intent and the purpose of this section is to permit ~~a~~**Accessory dDwelling uUnits** 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~~

~~;~~

~~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.

Motion: I move that the Town amend the Merrimac Zoning By-Laws with amendments and additions to the indicated Articles as posted in the warrant with the following change:
In section 2, Definitions the second line from the bottom shall read instead;

“...that the Town shall not unreasonably not restrict the creation or rental of an accessory dwelling unit that is not a short-term rental.”

2/3 Vote Required

DATE _____

Signed _____

VOTE _____

Article 4: 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;

23.8.5.2A 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.
- 23.8.5.3A 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.

Motion: I move that the Town amend the Merrimac Zoning By-Laws with the additions to the indicated Articles as posted in the warrant.

2/3 Vote Required

DATE _____

Signed _____

VOTE _____

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.

Motion: I move that the Town amend the Town's General By-Laws, Article XVIII, Water Use, as posted in the warrant.

DATE _____

Signed _____

VOTE _____

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.

Motion: I move that the Town 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.

2/3 Vote Required

DATE _____

Signed _____

VOTE _____

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.

Motion: I move that the Town 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.

2/3 Vote Required

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

DATE _____

Signed _____

VOTE _____

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.

Motion: I move that the Town 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.

2/3 Vote Required

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

DATE _____

Signed _____

VOTE _____

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.

Motion: I move that the Town 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.

2/3 Vote Required

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

DATE _____

Signed _____

VOTE _____

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.

Motion: I move that the Town 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.

2/3 Vote Required

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

DATE _____

Signed _____

VOTE _____

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.

Motion: I move that the Town authorize the Select Board 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, the proceeds will be used for Wastewater Infrastructure improvements, and further to authorize the Select Board to enter into any agreements in order to effectuate same.

2/3 Vote Required

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

DATE_____Signed_____

VOTE_____



Agenda Item
Merrimac Select Board
10/21/24

Keeping of Employment Records

Subject:



Merrimac Select Board

2 School Street

Merrimac, MA 01860

Meeting: 10/21/24 06:00 PM

Department: Merrimac Select Board

Category: Grant

Prepared By: Jennifer Penney

Initiator: Jennifer Penney

Sponsors:

SCHEDULED

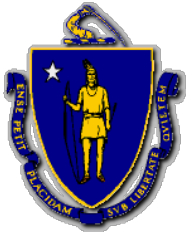
~~CORRESPONDENCE (ID # 8896)~~

~~DOC ID: 8896~~

Rural Development Fund FY25 Award Letter_Merrimac

COMMENTS - Current Meeting:

Merrimac received \$436,000. The board thanks Bob Sinibaldi and team. Grant will be used on the water main on Winter St. Chief Fisher adds the funding will make the water supply more available to fire system



Commonwealth of Massachusetts
EXECUTIVE OFFICE OF ECONOMIC DEVELOPMENT
 ONE ASHBURTON PLACE, ROOM 2101
 BOSTON, MA 02108

MAURA T. HEALEY
 GOVERNOR

KIMBERLEY DRISCOLL
 LIEUTENANT GOVERNOR

YVONNE HAO
 SECRETARY

TELEPHONE
 (617) 788-3610

FACSIMILE
 (617) 788-3605

www.mass.gov/eoed

October 10, 2024

Chris Manni, Chairperson, Select Board
 Town of Merrimac
 4 School Street
 Merrimac, MA 01860

RE: Application:FULL-FY25-Merrimac-Town of Me-Winter Stre-00887

Dear Chris,

Congratulations on the Town of Merrimac's successful application to the FY25 Round of the Community One Stop for Growth. On behalf of the Healey-Driscoll Administration, we are pleased to inform you that a grant in the amount of \$436,000 from the Rural Development Fund has been approved to support the Winter Street Water Main Replacement.

If this project is located in an MBTA Community, please note that a contract will not be executed if the community is noncompliant with Section 3A of M.G.L. Chapter 40A as determined by EOHLIC.

To begin the contracting process, the Rural Development Fund will hold a virtual grantee orientation on October 23rd, 10:00-11:00 a.m. [Please save the date and register here.](#) During orientation, you will receive essential information about grant contracts, reporting requirements, reimbursement procedures, and more. The orientation is mandatory for grantees. If you are unable to attend, please send a designee on your behalf or contact us to make an alternate arrangement. All grant correspondence will be sent to the municipal CEO and project contact identified in your application. If any changes to the contacts are required, please let us know. For any questions, please contact Mallory Sullivan, Rural Programs Manager, by email at Mallory.Sullivan@mass.gov or by phone at 857-408-0793.

Please be advised that this letter does not constitute an agreement or contract with the Executive Office of Economic Development or the Commonwealth of Massachusetts, and the grant award is not final until the organization has executed a contract with the Executive Office of Economic Development. You should not proceed with any grant activities until a contract is in place.

Sincerely,

Anne Gobi, Director of Rural Affairs

Mallory Sullivan, Rural Programs Manager

Cc: Alyssa Sexton, Administrative Coordinator

From: ds.mcclure@verizon.net
To: [Jennifer Penney - Select Board \(X3080\)](#)
Subject: RE: MBTA Compliance
Date: Wednesday, October 16, 2024 11:54:40 AM

Hi Jen,

I am planning to schedule a community meeting sometime in November/December to present the basics of the MBTA Zoning Legislation and discuss the possible locations for a district in Town. I will be drafting the zoning by-law over the winter and it will be on for Spring Town Meeting 2025. I expect we will hold at least one other community meeting in addition to November/December meeting to discuss the draft district.

Also, I will be at Town Meeting on Monday, so I am happy to answer any MBTA Compliance questions that come up.

Thanks,
 Denise

DENISE McCLURE, AICP
McCLURE PLANNING, LLC
508-423-1746

From: Jennifer Penney - Select Board (X3080) <selectmen@townofmerrimac.com>
Sent: Wednesday, October 16, 2024 10:39 AM
To: ds.mcclure@verizon.net
Subject: MBTA Compliance

Hi Denise,

The board will recognize the grant award at their meeting on Monday. Chris wanted me to reach to get a status on where we are with MBTA compliance in case there are any questions at the meeting.

Best,

Jennifer Penney

Executive Assistant
 Notary Public
 Office of the Select Board
 Town of Merrimac
 4 School St.

Attachment: MBTA Compliance (Rural Development Fund FY25 Award Letter_Merrimac)

Merrimac, MA 01860

P: 978-346-8862

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

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

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

Notice:

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

Attachment: MBTA Compliance (Rural Development Fund FY25 Award Letter_Merrimac)



Agenda Item
Public Works
10/21/24

Tree Contract 2024

Subject:

Attachments:

2024 Results

2024 Award Letter Northern Tree

	Stump Grinding (Day)	Grinidng (Hour)	Removal (Load)	Tree Removal (day)	Pruning (hourly)	Pruning (Day)	Emergency Regular (Hourly)	Emergency Overtime (Hourly)	Crane (hourly)
Northern Tree	\$ 1,200.00	\$ 150.00	\$ 350.00	\$ 2,450.00	\$ 225.00	\$ 1,880.00	\$ 245.00	\$ 245.00	\$ 265.00
C.T. Tree	\$ 1,350.00	\$ 160.00	\$ 750.00	\$ 5,520.00	\$ 380.00	\$ 3,100.00	\$ 375.00	\$ 425.00	\$ 690.00
Mayer Tree	\$ 1,600.00	\$ 225.00	\$ 690.00	\$ 3,794.00	\$ 284.00	\$ 2,272.00	\$ 365.00	\$ 365.00	\$ 849.00



**TOWN OF MERRIMAC
DEPARTMENT OF PUBLIC WORKS
2 School St.
Merrimac, MA 01860
978-346-0525**

October 10, 2024

Mr. Timothy LaMotte, President
Northern Tree Service, LL
1290 Park Street
Palmer, MA 01069

Re: Tree Award 2024-2025

Dear Mr. LaMotte,

Please be advised that pursuant to the receiving bids for Town Wide Services. The Select Board awarded the contract to Northern Tree Services, LLC. With the option to renew the following year as well.

Thank you for doing business with the Town of Merrimac.

Sincerely,

Robert Sinibaldi
DPW Director

CC: Carol McLeod, Finance Director
Leo Reynolds, Highway Superintendent
Alyssa Sexton, Administrative Coordinator

Attachment: 2024 Award Letter Northern Tree (Tree Award Letter & Results 2024)



Merrimac Select Board

2 School Street
Merrimac, MA 01860

8.5

Meeting: 10/21/24 06:00 PM

Department: Council on Aging

Category: Request

Prepared By: Brienne Walsh

Initiator: Brienne Walsh

Sponsors:

ADOPTED

CORRESPONDENCE (ID # 8886)

DOC ID: 8886

Performance Evaluation for Sandra Blanchet

Please see the enclosed positive performance evaluation for Sandra Blanchet. I am recommending the 1% positive performance increase. Thank you.

COMMENTS - Current Meeting:

Motion made by Manni and seconded by Gorzynski to accept the evaluation for Sandra Blanchet and offer the 1% Vote 5-0

RESULT: APPROVED



Agenda Item
Merrimac Select Board
10/21/24

Performance Evaluation - Heather Roche

Subject:



Agenda Item
Merrimac Select Board
10/21/24

Appointment of a Full-Time Police and Fire Signal Operator-James Stoner

Subject:

Attachments:

Appointment of a full-time Police and Fire Signal Operator

From: [Eric M. Shears](#)
To: [Jennifer Penney - Select Board \(X3080\)](#)
Subject: Appointment of a full-time Police and Fire Signal Operator
Date: Friday, October 11, 2024 4:04:32 PM
Attachments: [image005.png](#)
[Stoner Conditional Offer.pdf](#)

Good afternoon,

Can I get please get on the agenda for the meeting on October 21, 2024 to appoint (1) full-time dispatch candidate?

As you all know, Dispatcher Tickelis resigned from the police department effective 10/12/2024.

Part-time Dispatcher Stoner is interested in the open position. I have spoken to him and Dispatch Supervisor Mark Sayers this week and have offered him the position.

Mr. Stoner began his career with our department as a college intern. In 2015, we appointed him as a part-time dispatcher. In January of 2017 he became a full-time dispatcher for our department. In 2021 we appointed him as a part-time police officer. He enjoyed the patrol work but learned that it was not for him. He resigned from the reserve police position and stayed with us as a dispatcher. He has wanted to come back to us in a full-time capacity since he left. The opportunity and shift will work perfectly for him and our department.

As such, I would like to recommend the Select Board appoint Mr. James Stoner as a full-time Police and Fire Signal Operator as soon as possible.

Thank you for your consideration of my request.

Respectfully submitted,

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

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





Agenda Item
Merrimac Select Board
10/21/24

Property Use Permit-Lake Attitash Association Boat Ramp Area Meet and Greet Block Party

Subject:

Attachments:

Property Use Permit-Lake Attitash Association boat ramp area meet and greet block party_Redacted

From: [YvonneMerrimac town property at approximately 6 Pine Bluss and lower Pine adjacto 3,4,5,6, 7, a d 8. Private way of Pine Buff to be corded off. Access via Oak Circle. Bednarz](#)
To: [Jennifer Penney - Select Board \(X3080\)](#)
Subject: New submission from Property Use Permit
Date: Tuesday, October 15, 2024 10:46:28 AM

Date
11/02/2024
Property Requested
Merrimac town property at approximately 6 Pine Bluss and lower Pine adjacto 3,4,5,6, 7, a d 8. Private way of Pine Buff to be corded off. Access via Oak Circle.
Date and Time Property Requested For
11/2/2024 event noon to 2pm setup starts 1130 am.
Purpose of Request
Lake Attitash Association boat ramp area meet and greet block party.
Organization Name
Lake Attitash Association
Is your group a for profit entity?
Non profit
Name of Applicant
Yvonne Bednarz
Address
1 Oak Circle
Email
[REDACTED]
[REDACTED]
[REDACTED]
Additional Event Details
Is the event open to the public?
The ats will be residents of the boat ramp area of Lake Attitash, LAA board members and assigned helpers
Will an admission be charged?
No
Is this a fundraiser?
No
Will there be music?
Boom. Box most likely

Attachment: Property Use Permit-Lake Attitash Association boat ramp area meet and greet block party_Redacted (Property Use Permit-Lake

Will refreshments be served?

Yes

If Yes, name vendor

No vendo

Will alcohol be served?

No

Will event take place on town roads?

Yes. Pine Bluff

Application Agreement



I agree.



Agenda Item
Merrimac Select Board
10/21/24

Meeting Request_ Whittier Tech _ NECC Collaboration + MOU

Subject:

Attachments:

Meeting Request_ Whittier Tech _ NECC Collaboration + MOU

From: [Sicuranza, Christopher](#)
To: [Jennifer Penney - Select Board \(X3080\)](#); [Chris Manni - Chairman](#)
Cc: [Peguero Grullon, Giselle](#); [Janet Bruno - Select Board Member](#)
Subject: Meeting Request: Whittier Tech / NECC Collaboration + MOU
Date: Tuesday, October 15, 2024 11:26:25 AM

To Chair Manni / Merrimac Select Board Members -

I'm reaching out to you on behalf of NECC President Lane Glenn to see if you had time this week or next for us to come visit you to discuss how Whittier Tech and NECC have been handling listening sessions, and to hear any feedback you may have, too. If you think it appropriate to welcome any other elected officials or interested stakeholders, we appreciate your invitation to them as well.

Also, we have a draft MOU that both Mayor Reardon and Mayor Barrett have agreed to sign-off on regarding a showcase of goodwill and collaboration between the 11 communities that we want you to review and consider on behalf of your community. Happy to share that in advance, too, but Sen. Bruce Tarr may be following up with you on this, as well.

I'm cc'ing our scheduling assistant, Giselle, who can help find times, but we did have some surprise openings tomorrow, Weds Oct 16th, too.

Thanks,
Chris

Christopher Sicuranza

He/Him

Chief of Staff, President's Office
 Northern Essex Community College
 978-556-3856 (main office)
 781-690-6538 (text/call)
<https://linktr.ee/sicuranza>



Agenda Item
Finance
10/21/24

Stairway Painting Proposal

Subject:

This proposal would need the Select Board's Approval to come out of the Town wide Building Maintenance Account.

Attachments:

Proposal Town of Merrimac - Stairwell

R.F. GILMORE PAINTING CO.**3 GREENLEAF CIRCLE
MERRIMAC, MA 01860****978-346-9628
978-360-2457 Cell****PROPOSAL**

PROPOSAL TO BE SUBMITTED Town Of Merrimac C/O Bob Sinibaldi	PHONE 978-346-0612	DATE 10/07/2024
STREET 2 School Street	JOB NAME Merrimac Town Hall	
CITY, STATE, AND ZIP CODE Merrimac MA 01834	JOB LOCATION: Merrimac MA	

We hereby propose to furnish materials and labor necessary for the completion of:

Interior finish painting of south stairwell; To Include:	
Prep, prime, and finish painting of ceilings, walls, and trims in south stairwell.	
WE PROPOSE hereby to furnish material and labor, complete in accordance with above specifications for the sum of:	
Six Thousand Five Hundred	Dollars: \$ 6,500.00
Payment to be made as follows:	Balance due upon completion.

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature _____

Attachment: Proposal Town of Merrimac - Stairwell (Stairwell Painting Proposal)



Agenda Item
Merrimac Select Board
10/21/24

Whittier Tech Co-Op Paperwork

Subject:

Attachments:

Kayden Curtis - Whittier Tech Paperwork

Whittier Tech Co-Op Paperwork

From: [Carol McLeod - Finance \(X3040\)](#)
To: [Justin Craig - Wastewater \(X3502\)](#); [Robert Sinibaldi - DPW \(X3604\)](#); [Chris Perkins - Wastewater \(X3500\)](#)
Cc: [Jennifer Penney - Select Board \(X3080\)](#)
Subject: RE: Kayden Curtis - Whittier Tech Paperwork
Date: Thursday, October 17, 2024 8:04:04 AM
Attachments: [image001.png](#)
[Kayden Curtis Paperwork.pdf](#)
[image003.png](#)

Please see email below from legal, I know you have spoken to the union, we need to be sure all of the concerns mentioned below have been addressed and also have the Select Board review and understand everything this hire would involve.

Thanks,

Carol

Hi Carol,

The Town will be committing to certain responsibilities (highlighted in the attached document) including providing continuous supervision to ensure that the student learns and remains safe. The Town will also be responsible to provide bi-weekly evaluations of the student. If the Town plans to have a Union member take responsibility to teach, supervise, and evaluate him, the Town must provide the Union with written notice and opportunity to bargain the additional responsibilities. Even if he'll be assigned to a non-union employee, and Union members will not be impacted, it is still suggested that the Union be provided with written notice that the Town plans to accept the student and that the Town is available to meet to discuss any questions or concerns they may have, to avoid the Union later alleging that the Town brought on a student to perform bargaining unit work.

Thanks.

Jane

Jane Medeiros Friedman
 [she/her/hers]
 Mead, Talerman & Costa, LLC
 227 Union Street, Suite 606
 New Bedford, Massachusetts · 02740
 (774) 202-6812
 (508) 717-5964 (cell)
Jane@mtclawyers.com · www.mtclawyers.com

Carol A. McLeod, CMMT, MCPPO

Town Administrator, Finance Director, Treasurer
 Town of Merrimac
 4 School St.
 Merrimac, MA 01860

Attachment: Kayden Curtis - Whittier Tech Paperwork (Whittier Tech Co-Op Paperwork)

(978) 346-0524

Office Hours:

Monday 8 AM – 7 PM

Tuesday – Thursday 8 AM – 4 PM

From: Justin Craig - Wastewater (X3502) <jcraig@townofmerrimac.com>

Sent: Thursday, October 17, 2024 7:18 AM

To: Carol McLeod - Finance (X3040) <cmcleod@townofmerrimac.com>; Robert Sinibaldi - DPW (X3604) <dpwdir@townofmerrimac.com>

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

Subject: RE: Kayden Curtis - Whittier Tech Paperwork

Good morning... I reached out to Jim Marks yesterday afternoon to brief him on my intentions of hopefully the town allowing a co-op student/ student of Whittier Tech to become an employee at will with the possibility of becoming full time upon graduation. This would entail that everything works out for both parties and they intend to pursue a career in wastewater treatment and obtain all necessary licensing. At first, he wasn't to receiving of the idea and seemed not to be in favor. He thinks that this is taking a full-time position away from the union. After some explanation of my idea of bringing two individuals in on separate weeks to fulfill the capacity of one full time laborer with our intentions of bringing one of them full time and then joining the union after the towns probationary period he seemed to perceive it much better. I also let him know that the town has done their due diligence with job posting and we have had several applicants and also conducted several interviews. I explained that the candidates we are seeing either seem not to express much interest in the field or would not be a good fit within the department. I believe hiring a co-op student would allow them to see if this is a good fit for them and would also allow us to mold them into exactly what the town needs currently and for the future.

Thanks,

Justin Craig
Asst. Sewer Superintendent
Merrimac Waste Water Treatment Facility
50 Federal Way
Merrimac, MA 01860
Plant: 978-346-9988
Direct: 978-321-0813
Email: jcraig@townofmerrimac.com

From: Carol McLeod - Finance (X3040) <cmcleod@townofmerrimac.com>

Sent: Wednesday, October 16, 2024 1:38 PM

To: Justin Craig - Wastewater (X3502) <jcraig@townofmerrimac.com>; Robert Sinibaldi - DPW (X3604) <dpwdir@townofmerrimac.com>

Attachment: Kayden Curtis - Whittier Tech Paperwork (Whittier Tech Co-Op Paperwork)

Subject: RE: Kayden Curtis - Whittier Tech Paperwork

Thank you – I have forwarded it to legal to review – she did mention that you will need to run this by the union to make sure they are ok with it.

Once I get her review – I will let you know.

Thanks!

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: Justin Craig - Wastewater (X3502) <jcraig@townofmerrimac.com>
Sent: Wednesday, October 16, 2024 1:26 PM
To: Robert Sinibaldi - DPW (X3604) <dpwdir@townofmerrimac.com>
Cc: Carol McLeod - Finance (X3040) <cmcleod@townofmerrimac.com>
Subject: Kayden Curtis - Whittier Tech Paperwork

Bob,

Here is all the paperwork from the school. I filled out everything I could on my end and I will let you or Carol do what you can on your end. I'm still waiting to hear back from Whittier if we need to have a CORI done for everyone down here. I recommend hiring him at \$19/hr with several reviews and salary increases until he reaches the top rate of laborer or progresses to become a licensed operator. He was very polite and seems eager to work and I feel as he will be a great fit within our department. Please let me know if you need anything else on my end.

Thanks,

Justin Craig
Asst. Sewer Superintendent
Merrimac Waste Water Treatment Facility
50 Federal Way
Merrimac, MA 01860
Plant: 978-346-9988

Attachment: Kayden Curtis - Whittier Tech Paperwork (Whittier Tech Co-Op Paperwork)

Direct: 978-321-0813

Email: Jcraig@townofmerrimac.com



Whittier Regional Vocational Technical High School

115 Amesbury Line Road

Haverhill, MA 01830

(978) 373-4101

(978) 372-5331 ~ fax

COOPERATIVE EDUCATION AGREEMENT

M.G.L. Chapter 74 and 603 CMR 4.03 (7)

This is an agreement between an Equal Opportunity Employer and Whittier Regional Vocational Technical High School to provide a student who is enrolled in a state-approved (Chapter 74-approved) vocational technical education program with an organized, progressive and diversified paid employment experience that will provide them with employability and technical skills that are not acquirable in a school-based setting.

Student's Name:	KAYDEN CURTIS	Grade Level:	12
Student's Program of Study:	PLUMBING	Age:	18
Name of Employer:	TOWN OF MERRIMAC		
Address: Street and Number:	50 FEDERAL WAY		
City/Town:	MERRIMAC	State:	MA
Phone Number:	978-346-9986	Zip Code:	01860
Fax Number:			
Contact Person:	JUSTIN CRAIG		
Email:	JCRAIG@TOWNOFMERRIMAC.COM		
Nature of Employer's Business:	WASTEWATER TREATMENT		
Hours per day:	8		
Starting Wage:	\$ 19.00		
Salary increase policy:			
Workers' Compensation*			
Insurance Co.			
Insurance Number			

Number of qualified and experienced workers now employed by this company in the student's program area:

School and employer agree that a person holding a Vocational Technical Cooperative Education Coordinator license or Vocational Technical Teacher license in the cooperative education course area will supervise the course for this student.

School stipulates that this student is enrolled in a Chapter 74-approved vocational technical education program and that they have demonstrated those academic, technical and employability skills associated with at least one and one half years of full-time study in the vocational technical cooperative education program area.

Attachment: Whittier Tech Co-Op Paperwork (Whittier Tech Co-Op Paperwork)

School stipulates that the course will only be provided during time not scheduled for academic classes.

The employer ensures that students will be provided with continuous supervision by a qualified and experienced employer/employee.

School and employer stipulate that the student will be provided with a safety and health orientation specific to the work site prior to commencing work.

*Employers must provide, to the school, a copy of their Worker's Compensation Binder.

**The proposed program will not require students/parents/guardians to waive their legal rights as a condition of internship or other work-based learning participation.

The employer stipulates that the work environment meets health and safety standards that maximize employee protection in compliance with Occupational Safety and Health Administration regulations

Employer agrees to provide sufficient supervisory visit time between the student, employer and the school's cooperative education coordinator or appropriate technical teacher. Supervision shall be coordinated to allow for the joint participation by all parties including the technical teacher. The school's cooperative education coordinator or technical teacher shall conduct regular supervisory activities at the work site to ensure that the agreement is being followed and to update the student's Competency Attainment List.

Employer is an equal opportunity employer who does not discriminate against any applicant because of race, color, religion, sex, gender identity, national origin, age, marital status, veteran status, disability, sexual orientation or any other legally protected group and that all working conditions related to hours, wages, and benefits are free from discriminatory practices.

IMPORTANT NOTICE: Several trades for which cooperative education is applicable have been declared "Hazardous Occupations" for persons under 18 years of age and are regulated by Federal and/or State statute (whichever is the most stringent standard). In all such trades the work of the student-learner shall be incidental to his or her training, shall be intermittent and for short periods of time, shall be under the direct and close supervision of a qualified and experienced person, and shall include safety instruction by the employer as part of the training.

Please list the skills that the student learner will have the opportunity to acquire while working for your company:

- 1) SEWER SYSTEM MAINTENANCE + CONSTRUCTION
- 2) DIB SAFE REGULATIONS
- 3) BIOLOGICAL TREATMENT PROCESS
- 4) LAB SAMPLING + COLLECTION
- 5) BASIC HAND TOOL OPERATION

Our signatures below, certify that we have read and agree with the conditions outlined in this agreement:

Employer: Date:

Student: Date:

Parent / Guardian Date:

Cooperative Education Coordinator: Date:

The school, employer, student, parent/guardian may terminate this agreement at any time with appropriate notice to the other parties. Otherwise, this agreement expires upon high school graduation of the student.

Si usted necesita esta carta traducida, debe llamar a la oficina de director vocacional
(978) 373-4101 ext. 267



Whittier Regional Vocational Technical High School

115 Amesbury Line Road
Haverhill, MA 01830-1898
978-373-4101
Fax: 978-372-5331
www.whittiertech.org

Maureen Lynch
Superintendent

Paul M. Moskevitz Sr.
Vocational/Technical
Coordinator

Dear Cooperative Education Employer:

Subject: ATTENDANCE - Cooperative Education Student Employees

We would like to express our gratitude for your ongoing support and collaboration as one of our very important Industry Partners. Your commitment to providing valuable learning experiences is instrumental in the success of our students.

As part of our effort to ensure the well-being and educational progress of our students, we would like to bring to your attention a procedural update regarding student absences. In the event that a student participating in the Cooperative Education program is unable to attend work on a scheduled workday, we kindly request that you follow the outlined procedure below:

Notify the School:

Please contact Whittier Tech at 978-373-4101 ext 290 or Email: attendance@whittier.tec.ma.us as soon as possible to report the student's absence. It is crucial for us to be aware of any unforeseen circumstances that may impact the student's attendance.

Attendance Office Contact:

Direct your communication to the Attendance Office, and our staff will ensure that the necessary steps are taken to manage the situation effectively. You can reach the Attendance Office by calling 978-373-4101 ext 290. Please leave a voice message if your call is outside of normal business hours.

Maintaining open lines of communication is vital to the success of the Cooperative Education program, and your cooperation in adhering to this reporting procedure is greatly appreciated.

We understand that unforeseen circumstances may arise, and we are committed to working collaboratively with you to support our students in their educational and professional endeavors. Thank you for your continued partnership, and please do not hesitate to reach out if you have any questions or concerns.

Sincerely,

Mr. Paul Moskevitz, Sr.
Vocational Coordinator / Coop Coordinator

Student Signature: _____ Date: _____

Parent Signature: _____ Date: _____

Employer Signature: _____ Date: _____

Whittier Tech: *Working on your future*

Attachment: Whittier Tech Co-Op Paperwork (Whittier Tech Co-Op Paperwork)



Maureen Lynch
Superintendent

Paul M. Moskevitz Sr.
Vocational/Technical
Coordinator

Whittier Regional Vocational Technical High School

115 Amesbury Line Road
Haverhill, MA 01830-1898
978-373-4101
Fax: 978-372-5331
www.whittiertech.org

Cooperative Education is an exciting and important opportunity for students at Whittier Regional Vocational Technical High School. Students who successfully complete one and one half years in their chosen technical field and meet the co-op requirements set by Whittier, are encouraged to participate.

Through a written contract, arrangements are made between Whittier Tech and employers, which allows students to alternate their academic studies with a job in their chosen occupational field. Co-op placements are planned and supervised by the school and employer so that each contributes to the education and employability of the student. The employment allows students to acquire skills and knowledge that are not acquirable in a school based setting but acquirable in a work-based setting.

As a participant in our program, you are required to follow all federal and state requirements pertaining to employment. These include, but are not limited to: the withholding of appropriate taxes, overtime wages, hourly restrictions for minors, and compliance with all applicable federal and state laws prohibiting discrimination in hiring or employment practices. A copy of the Child Labor Laws of Massachusetts can be accessed at www.ago.state.ma.us ~Workplace rights ~ Youth employment. For a detailed description of Child Labor Laws and Cooperative Education, please access our website www.whittiertech.org/coop.

In addition, the employer must provide a safety and health orientation specific to the site for all student employees. ***In the event a student is injured on the job, the co-op office must be notified immediately.***

Finally, the employer will evaluate student performance on a bi-weekly basis. Employers will be provided with a list of competencies to be achieved while on co-op, along with a bi-weekly performance evaluation. It is the student's responsibility to return the signed performance evaluation to the Co-op Coordinator's office each Wednesday upon their return to school for their academic class week.

The co-op agreement may be terminated at any time because of the student's grades, attendance, or discipline matters. Proper notice will be given to the employer if this occurs.

Please sign and return this cover page along with the Cooperative Education Agreement. If you have any questions, please do not hesitate to contact me at pmoskevitz@whittiertech.org or 978-373-4101 ext. 267.

Sincerely,

Paul M. Moskevitz Sr.
Vocational Technical Coordinator

Signature: _____ Date: _____

Company Name: TOWN OF MERRIMAC WWTF

Company Address: 50 FEDERAL WAY MERRIMAC MA 01860

Si usted necesita esta carta traducida, debe llamar a la oficina de director vocational (978) 373-4101 ext. 267

Attachment: Whittier Tech Co-Op Paperwork (Whittier Tech Co-Op Paperwork)



Agenda Item
Merrimac Select Board
10/21/24

Property Use Request-Merrimac Baseball Tagging 10/26 9-1

Subject:

Attachments:

Merrimac Baseball Property Use Request-Tagging October 26 9-1



TOWN OF MERRIMAC PROPERTY USE PERMIT

Date: October 18, 2024

Property Requested: Center of town/rotary

Date & Time Property Requested for: October 26, 2024 9am-1pm

Purpose of Request: Canning/fundraiser for Merrimac Hitmen going to Cooperstown (baseball team)

Organization Name: Merrimac Baseball _____ Is your group a for profit entity? No

Name of applicant (Please Print): Jacqueline Cialone

Address: 87 Church Street Merrimac MA

Email Address: _____ Telephone Number: _____

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

Additional Event Details

Is the event open to the public? yes

Will an admission be charged? no

Is this a fundraiser? yes

Will there be music? no

Will refreshments be served? no

If yes, name of vendor _____

Will alcohol be served? no

If yes, please see application for One Day License.

Will event take place on town roads? yes (on sidewalk) (See site plan/route map)

SITE PLAN/ROUTE MAP

Any application that includes street closures must be submitted at least 60 days before the event date. Provide a map that outlines the entire event venue including the names of all streets or areas that are part of the venue. If the event involves a

BOS Approved 10/21/19

Attachment: Merrimac Baseball Property Use Request-Tagging October 26 9-1 (Property Use Request-Merrimac Baseball Tagging 10/26 9-1)

moving route of any kind, include the direction of travel and all street closures

APPLICATION AGREEMENT

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

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

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

____Jacqueline Cialone_____

Signature

Date 10/18/24

Administrative Use Only:

Departmental Approval:

____ Approved _____ Denied _____

Police Chief

____ Approved _____ Denied _____

Fire Chief

____ Approved _____ Denied _____

DPW Director

Fee for Use: Yes _____ No _____ Amount, if any \$ _____

Permits Required: Yes _____ No _____ Type of Permits: _____

____ Conditions of approval are attached

The Board of Selectmen has Approved _____ Denied _____

MERRIMAC BOARD OF SELECTMEN

BOS Approved 10/21/19

Submit

BOS Approved 10/21/19



Agenda Item
Merrimac Select Board
10/21/24

Grade 3 Government Day at Donaghue

Subject:

Attachments:

Re_ Grade 3 Donaghue Request

From: [Robert Gustison II - Select Board Member](#)
To: [Irina Gorzynski - Select Board Member](#)
Cc: [Jennifer Penney - Select Board \(X3080\)](#)
Subject: Re: Grade 3 Donaghue Request
Date: Thursday, October 17, 2024 5:07:11 PM

Nov 4th @130 to 230pm

Robert L. Gustison II

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



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

From: Irina Gorzynski - Select Board Member <igorzynski@townofmerrimac.com>
Sent: Thursday, October 17, 2024 5:06:13 PM
To: Robert Gustison II - Select Board Member <rgustison@townofmerrimac.com>
Cc: Jennifer Penney - Select Board (X3080) <selectmen@townofmerrimac.com>
Subject: Re: Grade 3 Donaghue Request

When are u going?

Sent from my iPad

On Oct 17, 2024, at 5:04 PM, Robert Gustison II - Select Board Member <rgustison@townofmerrimac.com> wrote:

Hi Irina,

I had reached out to Sara Treem the day we received the request. We already selected a date and presentation criteria. If you want to join me, I can get you up to speed. Either way, I'll see you Monday and can touch base then.

Best,
 Rob

Robert L. Gustison II

Attachment: Re_ Grade 3 Donaghue Request (Grade 3 Government Day at Donaghue)

Member-at-large
 Select Board
 Town of Merrimac
 4 School Street. Merrimac, MA 01860
 E: rgustison@townofmerrimac.com
 P: 978-346-8862
 <1000036937-id-45ce6924-94a4-4bca-860e-85a75712616f.gif>

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

From: Irina Gorzynski - Select Board Member <igorzynski@townofmerrimac.com>
Sent: Thursday, October 17, 2024 4:38:26 PM
To: Jennifer Penney - Select Board (X3080) <selectmen@townofmerrimac.com>
Cc: Chris Manni - Chairman <selectman2@townofmerrimac.com>; Wayne Adams - Select Board Member <wadams@townofmerrimac.com>; Robert Gustison II - Select Board Member <rgustison@townofmerrimac.com>
Subject: Re: Grade 3 Donaghue Request

I would love to participate, I am assuming we will talk about this on Monday, just putting it out there if someone wants to go together.

Sent from my iPad

On Oct 8, 2024, at 5:25 PM, Treem, Sara <streem@prsd.org> wrote:

Hello Merrimac Board of Selectmen!
 The third grade curriculum teaches students about local government. We will be teaching our students about how Merrimac is governed with a Board of many vs. having one mayor or other form of government. With the upcoming presidential election, we were wondering if any of you would be willing to come in and talk to the classes about Merrimac's government. It does not have to be a long presentation.
 Then, perhaps you could read a book out loud to the class that pertains to elections. We have two books here for you to choose from, Duck for President and Grace for President. You wouldn't need to bring or prepare anything.

If you are willing, we would love to have you come in. If so, we can let you know some possible dates/times that would work. With 73 students in 4 classes we could do 2 larger presentations or 4 small ones depending on how many of you are available in your schedules.

Thanks in advance,
 The Third Grade Team

Attachment: Re_ Grade 3 Donaghue Request (Grade 3 Government Day at Donaghue)

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Sara Treem

Grade 3 Teacher

Helen R. Donaghue Elementary School, Merrimac, MA

Pentucket Regional School District

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Agenda Item
Merrimac Select Board
10/21/24

**3.To Discuss Strategy with Respect to Collective Bargaining or Litigation If an Open Meeting May
Have a Detrimental Effect on the Bargaining or Litigating Position of the Public Body and the
Chair So Declares.**

Subject: