



Merrimac Select Board

Select Board Meeting

11/18/24

**I. IN THE EVENT THAT THE BOARD CANNOT MEET IN PERSON, THEY WILL MEET REMOTELY, PURSUANT TO AN ACT EXTENDING CERTAIN COVID-19 MEASURES ADOPTED DURING THE STATE OF EMERGENCY INCLUDING AN EXTENSION, UNTIL MARCH 21, 2025, OF THE REMOTE MEETING PROVISIONS OF HIS MARCH 12, 2020, EXECUTIVE ORDER SUSPENDING CERTAIN PROVISIONS OF THE OPEN MEETING LAW. TO JOIN REMOTE MEETINGS:
[HTTPS://MEET.GOOGLE.COM/PAW-BTHX-HPK](https://meet.google.com/paw-bthx-hpk)**

II. CALL TO ORDER

PRESENT: Gustison, Manni, Gorzynski, Bruno, Adams

ABSENT:

Recorded and televised

III. APPROVE AGENDA

1. Motion to approve the agenda

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

IV. MINUTES APPROVAL

1. Merrimac Select Board - Select Board Meeting - Nov 4, 2024 7:00 PM

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

V. APPROVAL OF PAYROLL AND VENDOR WARRANT OF NOVEMBER 11, 2024

1. Motion to approve

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

VI. APPOINTMENT

1. Tax Classification Hearing FY25

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.

Joyce Clohecy, Assessor. Have to decide between a single rate or split rate between residential and commercial/industrial/personal property. They have not split the rate in over 30 years. Proposed \$13.25 per \$1000 for single rate across the board. Split rate tax would be \$12.99 for residential; personal commercial industrial would be \$19.87 per thousand. \$13.25 rate is .25 less than 2024. The Board of Assessors suggest leaving the tax rate at \$13.25 as a single rate. We don't have a lot of industrial/commercial. The reassessment is every year, but an in depth revaluation is done every few years.
Motion that for FY25 that they keep the rate the same for residential and commercial at \$13.25

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

2. Anthony Wilson -Collins Center- Best Practices Grant

The town received a grant for best practices to review organizational structure of the town. PowerPoint presentation by Anthony Wilson. Wilson gives examples of towns and their processes. Manni says administrative structure is most important to the board. Wilson was asked how would the board have a role in the committee. Wilson says it's not inappropriate to have board members on, but there is a careful line. Deference by title. Positive is that a board member would have a better understanding of how things operate. Ultimately any change in structure would have to go to town meeting. It would be the first time for some residents to really look at government. Usually there is a liaison who connects with town government. Manni suggests the board consider the information for the next meeting. Gwen Lay Sabbagh asks about posting meetings and whether they are open to the public. Wilson says most towns do. Next meeting- commentary and suggestions about formalizing a committee. Wilson has documents and strategies to reach out to the community. The town of Merrimac is very interested in the study and what comes out of it.

VII. CORRESPONDENCE

1. Zoning Enforcement Letter Waterhouse
2. Website Review for ADA Compliance
3. Grants Received-Police
4. Georgetown Groveland Merrimac and Amesbury Fire Departments Receive \$614728 from FEMA Assistance To
5. Motion to file correspondence

Gustison notes another great set of grants for police and fire. Grants are listed on the website. Motion to file correspondence

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

VIII. OLD BUSINESS

1. Letter to the Governor Response

IX. AGENDA ITEMS

1. Town Administrator's Report

Regional agreement update was sent to the select board. Breezeline- based on current market, wants to terminate the franchise agreement.

2. Division of Ecological Restoration Culvert Replacement Municipal Assistance Grant Award Notice

Culvert on Church St.; Bob Sinibaldi says this is for a study-first step. Motion for chair to sign

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

3. Merrimac Energy Advisory Committee

Kendra Bowker reads a letter residents signed regarding having a town committee. First step is forming the ad hoc committee consisting of residents. Could designate select board member if they wish. Bob Sinibaldi and Alyssa Sexton spoke in regard to the goals this committee would be trying to achieve. Sinibaldi does not feel it is in the best interest of the community. We have a municipal light dept., and rebates are limited. He feels it would cause added expense to new home builders or homeowners doing renovations. Sexton says we are a green community, and she thinks they are a great idea to get rebates, but it is multi faceted. Sexton currently applies for the green community grants. We don't know what the cost to the town would be. Manni says this is in the infancy stages. Adams is affiliated with the light dept. Motion to create the Green Advisory Committee for the town of Merrimac

Manni advises Bowker to formalize it and once set up, come back to the select board. Whomever is running the committee would bring members to the select board to be appointed.

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

4. Select Board Budget Priorities FY2026

Select Board member recommendations; Bruno's priorities-to keep in mind the major sewer upgrade needs to be considered when we start utilizing free cash and equipment; outreach position at Senior Ctr; Police and Fire dept.; Bruno knows a couple of other dept's looking for increase in hours for assistants; Manni says he was thinking public safety; make sure COLA increase are aligned. Schools are always a consideration; Gorzynski thinks they should review the job description and start advertising for DPW Director by Jan. 1st. Gustison agrees with Manni. To differentiate the COLA and performance increase. We have a lot of retirements coming up. Keep everything within 2 1/2 %. He feels we need to retain the people we have now. Manni says they previously went forward to town meeting with 50% of a veteran abatement; would like to go forward with the rest- budget permitting. Gustison says they should continue to put pressure on the legislators for school and transportation funding. McLeod explains COLA is cost of living which is what we stay within the Northeast consumer price index. Gustison asks about having incentives. McLeod confirms they're saying to do away with performance increases. Manni says they can finalize the transportation letter with edits.

5. Town Hall Hours

Manni moves this to the top of the agenda, noting there are a number of folks at the meeting. There is a request to review town hall hours. Irina Gorzynski says it's been on her agenda since she ran. She wants the town to go back to old schedule, pre Covid. She states that she has had a lot of complaints through the years. She suggests opening on Friday half day. Residents with hybrid workweek are usually home on Fridays. Gorzynski acknowledges that she read McLeod's response. McLeod says this schedule was in place prior to Covid. Gustison asks Gorzynski if she want to forgo the late night. She does not and wants a rotating schedule. Gustison said that town hall has been accommodating during the off hours. Gorzynski says with Monday holidays there is 4 day period people can't get in. McLeod says employees that work 35 hours wouldn't work Friday. Monday nights worked for a long day because of the select boards meeting. McLeod doesn't believe they are going about it the right way. No official complaint has been brought to the select board's office. Payroll and accountant work different evening hours to process payroll. Five years ago we changed the schedule to satisfy the public's need for an evening. McLeod says this is a good work life balance. Gorzynski says residents have a problem with 4-day weekends with no service. McLeod mentions switching to Tuesday for a late night.

Manni confirms that there is policy in place for filing complaints. Bruno thinks the select board should be able to set the hours. Adams says it's important to hear from the public. Resident make suggestions about hours. Gustison doesn't want to overlook the employees hired under the current work schedule. Manni feels there should be a proposal instead of open discussions; he feels a survey would work. Feels it's more complicated. McLeod wonders what services we are not offering people. Most everything can be done online. The phones can be answered at home. Gorzynski wants to know who works when. Bruno agrees with putting together a survey. Adams will reach out to the light dept. Bruno and Gorzynski will work together to come up with a proposal. Gustison wants to see the survey questions. A resident says to take into consideration what the workers want. Gustison says survey doesn't get the full picture. The board will have to make a decision. Gustison would be willing to meet with the employees. Bring back actions to next meeting. Bruno asks if there is a log for computer hours. McLeod says she could probably request a report but that employees attest to their hours by signing payroll.

6. Resignation from the Commission on Disability-Margi Sullivan

Motion to accept resignation

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

7. Request from Commission on Disabilities to Appoint Bridget Goerke to Full Member

Motion to appoint

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

8. MVPC 2025 EagleView/Pictometry Flight Agreement

Motion for chair to sign

RESULT:	APPROVED [4 TO 0]
MOVER:	Chris Manni, Chairman
SECONDER:	Janet Bruno, Board Member
AYES:	Gustison, Manni, Bruno, Adams
ABSTAIN:	Gorzynski

9. Contract Extension for Horsely Witten on Call Planning Board Services

Bob Sinibaldi says pricing depends on the type of review. The applicant pays for the review. Motion for chair to sign

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

10. 24EMPG Grant-Fire-Vote Needed

Motion to approve

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

11. Notification_ Bob Sinibaldi Performance Evaluation Fri Nov 15, 2024

Manni will do the review.

12. Cybersecurity Grant

Late add. Grant is \$25,000. The state is coming up with another \$6200. Our IT consultant will draw up a plan. Motion for the chair to sign

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

X. ADJOURN

1. Motion to adjourn at 8:45 PM

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



Agenda Item
Assessors
11/18/24

Tax Classification Hearing FY25

Subject:

The purpose of the Tax Classification Hearing is to discuss whether or not Merrimac will adopt a split tax rate. The Town of Merrimac has never had a split tax rate, it has always had a single tax rate.



Agenda Item
Merrimac Select Board
11/18/24

Anthony Wilson -Collins Center- Best Practices Grant

Subject:



Merrimac Select Board

2 School Street
Merrimac, MA 01860

SCHEDULED

Meeting: 11/18/24 07:00 PM

Department: Merrimac Select Board

Category: Information

Prepared By: Jennifer Penney

Initiator: Jennifer Penney

Sponsors:

~~CORRESPONDENCE (ID # 8940)~~

~~DOC ID: 8940~~

Zoning Enforcement Letter Waterhouse



INSPECTIONAL SERVICES DEPARTMENT
2 SCHOOL STREET, MERRIMAC, MA 01860
978-346-0525

NOTICE OF ZONING VIOLATION AND ORDER TO CORRECT AND ABATE

Issued pursuant to Massachusetts General Laws c. 40A

BY FIRST CLASS MAIL AND BY CERTIFIED MAIL – RETURN RECEIPT
REQUESTED

November 6, 2024

Robert T. Waterhouse
Kristine Maria
69 West Shore Road
Merrimac, MA 01860

RE: 69 West Shore Road
Merrimac, MA 01860
Assessors Map 66, Block 2, Lot 18

Dear Mr. Waterhouse and Ms. Maria:

My office has received information that you have an individual dwelling in a garage structure located at your property at 69 West Shore Road. That property in Merrimac's Lake Attitash (LA) zoning district. Section 7.2 of the Merrimac Zoning Bylaws defines the uses allowed in the LA zone; only single-family dwellings are permitted in the zone. The Building Department does not have any application to convert the garage into a dwelling unit, nor any indication that the property is connected to separate utility services, nor, based on a review of the department's files, is there any indication that you have applied for a special permit or site plan review with any Town department.

Based upon the foregoing, you are hereby ordered TO IMMEDIATELY cease and desist from using the property in violation of the aforementioned Zoning Bylaws of the Town of Merrimac and to restore the property to a compliant condition and to employ sufficient labor and mean to do so within thirty (30) days. If you fail to communicate with us and fail to comply, we will have no choice but to refer this matter to Town Counsel for further legal action. Of course, it is in everyone's best interest to avoid the time and expense of further legal action. Your prompt attention to this matter would therefore be greatly appreciated as that is the only way you and the Town can avoid further action.

This is a serious legal matter, and you should consult with an attorney of your choosing about your rights.

Attachment: Zoning Enforcement Letter Waterhouse (Zoning Enforcement Letter Waterhouse)

You have the right to appeal this Notice pursuant to the Massachusetts General Laws Chapter 40A, §§ 8 and 15.

If you have any questions or wish to discuss this in the meantime, you may contact me at 978-346-0525.

Sincerely,



Robert Sinibaldi
Building Commissioner
Zoning Officer
Town of Merrimac

Cc: Planning Board, Town Clerk, Zoning Board of Appeals, Board of Selectmen

Attachment: Zoning Enforcement Letter Waterhouse (Zoning Enforcement Letter Waterhouse)



Merrimac Select Board

2 School Street
Merrimac, MA 01860

SCHEDULED

Meeting: 11/18/24 07:00 PM

Department: Merrimac Select Board

Category: Information

Prepared By: Jennifer Penney

Initiator: Jennifer Penney

Sponsors:

~~CORRESPONDENCE (ID # 8938)~~

~~DOC ID: 8938~~

Website Review for ADA Compliance

From: [Alyssa Sexton - ISD \(X3060\)](#)
To: [Jennifer Penney - Select Board \(X3080\)](#); [Carol McLeod - Finance \(X3040\)](#)
Subject: FW: ADA/websites
Date: Thursday, November 7, 2024 10:24:13 AM
Attachments: [image.png](#)
[image.png](#)

Response from Guilfoil on the ADA compliance

Alyssa Sexton

Inspectional Services
 Department of Public Works
 Town of Merrimac
 2 School Street. Merrimac, MA 01860
 P: 978-346-0525
 E: asexton@townofmerrimac.com

From: John Guilfoil <john@jgpr.net>
Sent: Tuesday, September 17, 2024 4:49 PM
To: Alyssa Sexton - ISD (X3060) <asexton@townofmerrimac.com>; Larry Fisher <lfisher@merrimacfire.org>; Eric M. Shears <eshears@merrimacpolice.org>
Cc: Kristen Potter <kpotter@jgpr.net>; Katelyn Goddard <katelyn@jgpr.net>
Subject: ADA/websites

Alyssa/Chiefs,

I've reviewed the reports for all three websites provided by the Commission's vendor.

Accessibility is an extremely complex topic, virtually impossible to nail down with 100% certainty (even Google.com is only 99% accessible according to its own metrics and tests) and it is an industry that is chock full of competing vendors. One company will say a website that pays them a fee is "fully compliant" but then if you run it against a competing vendor, they will say it's non compliant or "semi compliant."

When we designed Townofmerrimac.com, we relied on Google's Accessibility checker, which even after over a year of use by the town, rates the website as 93/100 on its accessible scale, which is about as good as it can be on a website that is actually used by multiple editors/employees.

Attachment: FW_ADA_websites (Website Review for ADA Compliance)



<https://townofmerrimac.com/>



Accessibility

These checks highlight opportunities to [improve the accessibility of your web app](#). Automatic detection can only detect a subset of issues and does not guarantee the accessibility of your web app, so [manual testing](#) is also encouraged.

By comparison, BostonGlobe.com:



<https://www.bostonglobe.com/>

There were issues affecting this run of Lighthouse:

- There may be stored data affecting loading performance in this location: IndexedDB. Audit this page in an incognito window to prevent those resources from affecting your scores.



Accessibility

We have previously offered Merrimac the use of AccessiBe, a partner plugin whose services we sell. They offer a lot of direct help in making sure websites get and remain accessible, and they will also stand up to any litigation -- like having "lifelock" for ADA compliance. The town did decline this service, but for the price of about \$1,500/year total for all three sites, I would strongly advise that we should add this service to the site.

We will go through all three websites and make any best practice changes that we can -- but the websites are accessible, were accessible when we delivered them, and maintaining accessibility will also require training and responsible practices by every employee of Merrimac who edits the website--because any change (image, link, form, pdf, etc) can throw off the score.

Any modifications that we can make on the fly, we'll do, given our strong ties to Merrimac, at no charge. I strongly suggest we add AccessiBe to the sites, however.

John

Be safe,

John Guilfoil

Principal

John Guilfoil Public Relations

E: john@jgpr.net

W: jgpr.net

O: [\(617\) 993-0003](tel:(617)993-0003)

C: [\(781\) 752-9877](tel:(781)752-9877)

A: P.O. Box 22, Georgetown, MA 01833

[Invest in your Communication Skills, in 2024; view our Live Courses today!](#)

From: [Chris Gaudet - Commission on Disability](#)
To: [Jennifer Penney - Select Board \(X3080\)](#)
Subject: Website Review for ADA Compliance
Date: Thursday, November 7, 2024 9:28:40 AM
Attachments: [Library Website.docx](#)
[Light Website.docx](#)
[Fire Website.docx](#)

Second email with remaining departments

Thank you

Chris Gaudet
Commission on Disabilities Chairman
Town of Merrimac
4 School Street
Merrimac, MA 01860

Attachment: Website Review for ADA Compliance 2 (Website Review for ADA Compliance)

From: [Chris Gaudet - Commission on Disability](#)
To: [Jennifer Penney - Select Board \(X3080\)](#)
Subject: Website Review for ADA Compliance
Date: Thursday, November 7, 2024 9:26:06 AM
Attachments: [Town of Merrimac Main Website.docx](#)
[TV Website.docx](#)
[Police Website.docx](#)

Hi Jen

Attached are the reports from Institute for Human Centered Design who reviewed the websites for ADA compliance on the Town, Police Department, Cable Access, Light Department, Library, and Fire Department websites. I will send a second email with the remaining reports they are too large to send as one email. These reviews were paid for by a grant the COD received.

Thank you

Chris Gaudet
Commission on Disabilities Chairman
Town of Merrimac
4 School Street
Merrimac, MA 01860

Attachment: Website Review for ADA Compliance (Website Review for ADA Compliance)



Town of Merrimac

Website Accessibility Report

June 2024

DRAFT REPORT



560 Harrison Avenue, Unit #401
Boston, MA 02118
617.695.1225 voice/tty
www.IHCDesign.org

Overview

The Institute for Human Centered Design (IHCD) reviewed the Town of Merrimac website for conformance with the Web Content Accessibility Guidelines (WCAG) 2.2 AA and Section 508 guidelines. The review was conducted across a number of web browsers and devices, including Chrome, Firefox and Safari on Windows, and macOS. This testing was done with a variety of assistive technologies including screen magnifiers, screen readers, which allow blind and low vision users to navigate and use the site, and color analyzers to test for proper contrast, ensuring any text is clearly visible against its background.

The internal review was conducted by the IHCD team with a focus on baseline conformance. Considerations for inclusive design/usability include important issues that would enhance a user's experience and, in many cases, that could prevent equitable access of the website and its functionality for all users. Issues, insights and recommendations from the internal review are included in the catalog that follows.

A major issue is improper use of headings. Headings are a tool used by assistive technology to break content up into smaller more easily parsed sections. These headings should reflect the information being presented and should not be used to achieve specific formatting which would be better accomplished through the application of CSS code.

See <https://www.w3.org/WAI/tutorials/page-structure/headings/> for more information on how to properly use headings.

Another recurring issue on this website is improper roles. When an item's role is not properly set, assistive technology does not know how to describe it to users, causing confusion and hiding the interactions required to access content.

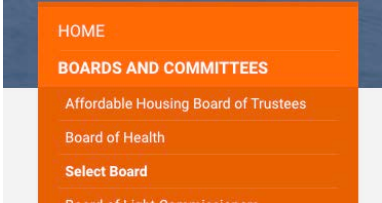
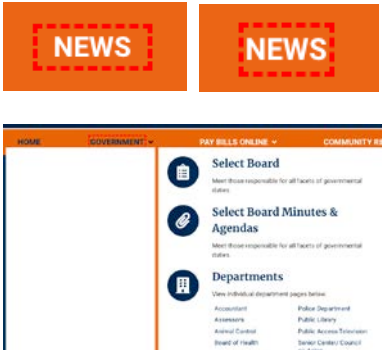
Inclusive Design

Inclusive design is a framework for the design of places, things, information, communication and policy that focuses on the user, on the widest range of people operating in the widest range of situations without special or separate design.

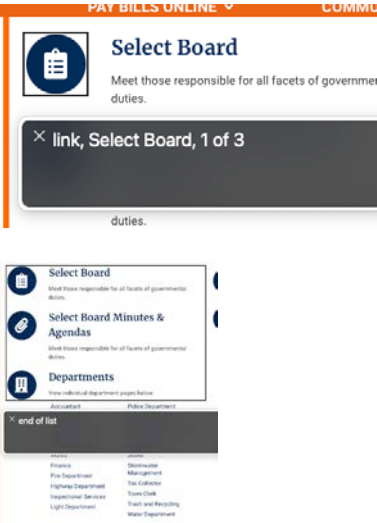
Inclusive design in the digital realm has been a leading area of focus for the international movement. As is true in other areas of design, web accessibility has been more expansive than the legal requirements for accessibility both in terms of considering a broader spectrum of users and promoting market opportunity and advantage rather than focusing on meeting minimum requirement.

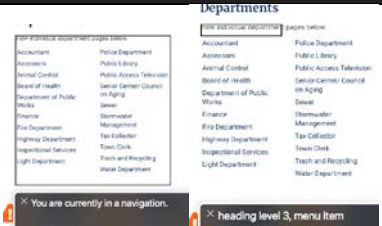
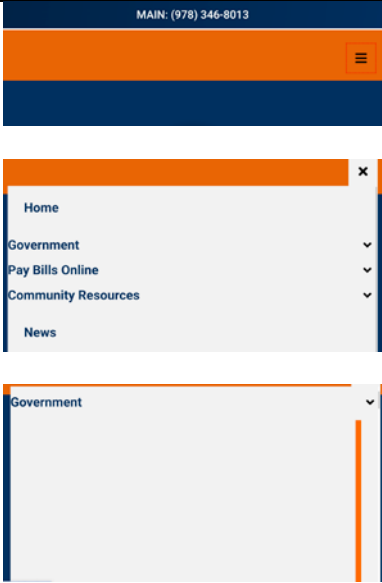
Catalog of issues

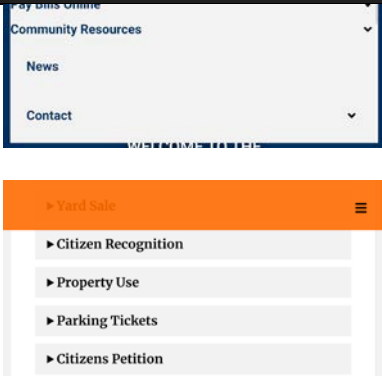
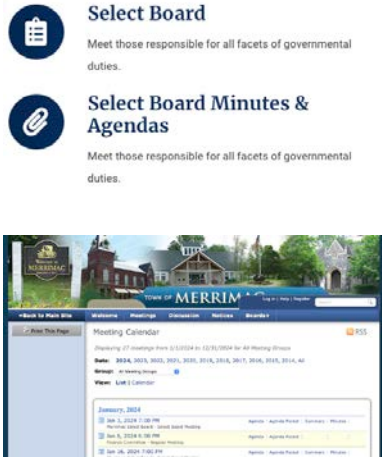
#	Location	Issue Title	Images	Description	Reference
1. Overarching Issues					
1.1	General	Skip to Main Content		Background Screen reader dependent users rely on skip links to jump past redundant navigation content. Skip links must anchor to the main content on each page. Having a skip to main content feature is important for many user groups including blind and Low-Vision users who rely on screen readers, but also users with dexterity impairments who rely on the use of keyboards to navigate web content who may experience pain due to repetitive keystrokes on every web page. Current The skip link is missing, forcing users to navigate through repetitive navigation menus on all web pages. This quickly leads to frustration among users who are looking to access the main or new content on each web page without being forced through familiar and repetitive content multiple times. Recommendation Ensure that a ‘Skip to Main Content’ link is provided on all pages on the website. The link typically appears on the top left corner of the page and should have a programmatically focusable target with tabindex=“-1”.	WCAG 2.4.1
1.2	Main Menu	Color Contrast		Background All text elements and images of text must have sufficient contrast between text in the foreground and background colors. Text that is too close in luminance (brightness) to the background can be hard to read for users with low vision.	WCAG 1.4.3

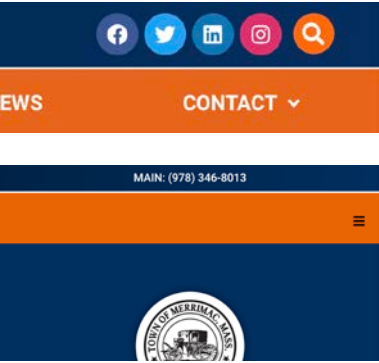
#	Location	Issue Title	Images	Description	Reference
				Current Main menu items have insufficient color contrast: - Selected/hover menu item, blue text on orange background (3.93:1). - Other menu items, white text on orange background (3.39:1). Additionally, the left side menu on all pages except the home page has insufficient color contrast as well: - Menu items, white text on orange background (2.87:1). - Menu subitems, white text on darker orange background (3.49:1). Recommendation Ensure all text elements have at least 4.5:1 contrast for regular text and 3:1 for large text. IHCD recommends the Paciello Group’s Color Contrast Analyzer: https://developer.paciellogroup.com/resources/contrastanalyser/	
1.3	Main Menu	Keyboard Focus		Background All page functionality should be available using a keyboard, unless the functionality cannot be accomplished in any known way using a keyboard. This ensures that all users have equal access to all information and functionality on the website. Current Every main menu item receives keyboard focus twice: once with a slightly bigger area around it, which is cannot be activated, and once just the text, which is linked. Only the latter will open the webpage associated with that menu item for HOME and NEWS which makes the other redundant and confusing.	WCAG 2.1.1

#	Location	Issue Title	Images	Description	Reference
				All other menu items are expandable and not keyboard accessible at all. While they do receive keyboard focus, it is not possible to select them. The expandable areas cannot be opened nor accessed through a keyboard interface either. Recommendation Ensure the main menu is fully accessible through a keyboard interface, including all expandable areas. Make sure every menu item receives keyboard focus only once, as some users with dexterity impairments may experience pain due to repetitive keystrokes.	
1.4	Main Menu	Screen Reader Accessibility		Background Name and role of an element must be programmatically determined to let screen reader users define the element and know how to interact with it. For all user interface components, notification of changes in states must be available to user agents including assistive technologies. This is especially important for the users who are blind or have low vision who rely on screen readers to navigate web content. For example, when expandable menus collapse or expand, there should be a notification available for all sensory modalities. Current Similar to issue 1.3, VoiceOver reads every menu item both as a group, and as a link. In this case however, both will lead to the associated page for HOME and NEWS. For all other menu items, which are all expandable, the groups are expandable buttons but not correctly tagged as such, and the links are all not working. JAWS and NVDA both read these items as links twice, which is extra confusing, and neither can open the dropdown menus.	WCAG 4.1.2

#	Location	Issue Title	Images	Description	Reference
				Recommendation Ensure that all menu items are labelled by providing appropriate accessible name. This can be done by providing ARIA labels. Ensure screen reader users are notified when they open a dropdown menu. Make sure all menu items link to their correct associated page. Consider making all menu items clickable, to make navigation more intuitive.	
1.5	Main Menu	Tagging in Expandable Areas		Background All user interface components should have correct names, roles, states and values to support users using assistive technology. The structures and relationships conveyed through visual cues need to be programmatically determined or available in text to ensure information important for comprehension is perceivable to all. For example, screen readers and user style sheets may change presentation format, but should retain access to the information conveyed by the original visual cues. Current All icons in the expandable areas of the main menu have the same link and labeling as the link to the right of it. Within the expandable areas the tagging seems to be based on visual layout, not semantics, which is not helpful for screen reader users: • The two columns of subitems are tagged as two separate lists, while they are semantically one big list of subitems. • The menu items in the expandable areas are tagged as <h2>, while they are not really headings. • Lists of sub-subitems in the expandable areas (e.g., the departments) are tagged as navigation, while they are sublists within a menu item. • There is a hidden <h3> “menu item” that VoiceOver, JAWS, and NVDA read.	WCAG 1.1.1 WCAG 1.3.1 WCAG 4.1.2

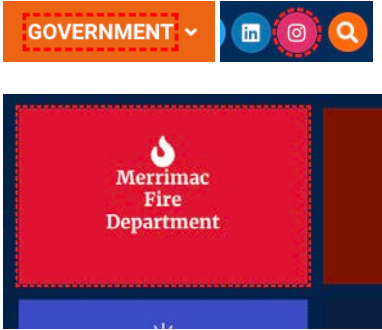
#	Location	Issue Title	Images	Description	Reference
				Recommendation Consider labeling all icons in the expandable areas decorative to reduce redundancy. Additionally, make sure tagging of elements in the expandable areas reflects the semantic structure: 1. Tag all submenu items in the expandable areas as one list per main menu item. 2. Make sure heading tags are reserved for headings (as further explained in issue 2.1) 3. Make sure sublists are correctly tagged as such. 4. Remove the hidden <h3>s “menu item”.	
1.6	Main Menu	Magnified Menu		Background All page functionality should be available when magnifying up to 400% and using a keyboard, unless the functionality cannot be accomplished in any known way using a keyboard. Current When magnified to 400% the main menu turns into a side menu with a hamburger menu button. While this button does receive keyboard focus, it cannot be activated with any keyboard key. Visibly opening the menu using a keyboard is therefore impossible, but you do tab through all menu items while the menu and keyboard focus are not visible. Additionally, all issues mentioned in 1.3 still occur when magnified to 400%, making the menu inaccessible to keyboard users. Inside the menu the menu items no longer align, which may confuse users. The expandable sections open on mouse hover, but contain so much white space or such large pictures that you need to scroll down very far before you get to any items within the expandable areas so users may think there is nothing there.	WCAG 1.4.10 WCAG 2.1.1 WCAG 2.4.7 WCAG 2.4.11

#	Location	Issue Title	Images	Description	Reference
				The orange header with the hamburger button is covering ¼ of the screen when magnified to 400%, while it is mostly empty. Recommendation Make sure the menu is still fully visible and functional when magnified up to 400% and accessible through a keyboard interface. Ensure keyboard focus and all components receiving keyboard focus are visible. Consider removing the images from the hamburger menu, and making the orange header smaller or removing it altogether (only keeping the hamburger menu button).	
1.7	Main Menu			Background Name and role of an element must be programmatically determined to let screen reader users define the element and know how to interact with it. Current Select Board Minutes & Agenda in the Government dropdown links to another website in a new tab, but is not labeled to inform users it will do so. Additionally, the description below seems to be erroneously copied from the Select Board item above it. Board of Light Commissioners, Public Library Board of Trustees and Merrimac Housing Authority also open external sites in a new tab. Similarly, all three items in the Pay bills online dropdown link to external sites in a different tab. In the Community Resources dropdown MIMAP, Pentucket Regional School District, Pentucket Budget Portal and CodeRED Notification link to external sites in a new tab, while Whittier Regional Vocational Technical High School and Whittier Building Project (which site is no longer available) open an external site in the same tab, and Bid Opportunities leads to an error page. In	WCAG 4.1.2

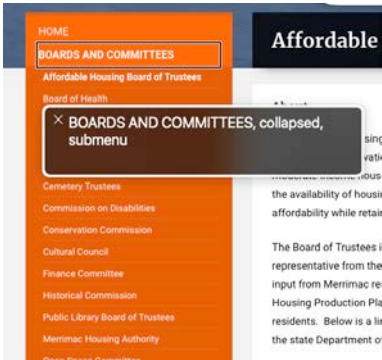
#	Location	Issue Title	Images	Description	Reference
				the Contact dropdown Public Record Requests opens page on the townofmerrimac site in a new tab. Recommendation Make sure links that open in a new window notify screen reader users, for example through an ARIA label. Additionally, consider adding the icon commonly used for external links to the link: ↗	
1.8	Header	Twitter Label Typo		There is a typo in the labeling of the Twitter link, which says Merrmiac instead of Marrimac.	
1.9	Header	Social Media Links and Search		Background Content should not be cut off or hidden on a webpage or while using the zoom feature on a webpage. Website content that is only partially visible could be confusing for older, non-native technology users, users with low vision and/or users with some brain-based conditions. Horizontal scrolling should not be required to access any content. Current When magnified to 400% the social media links and search button disappear. Recommendation Make sure all content correctly reflows to one column when zooming up to 400%, so no content is cut off or hidden and no horizontal scrolling is required.	WCAG 1.4.10
1.10	Header	Close Search Button		Background When navigating with a keyboard it should be visually apparent which element on the screen has visual focus. Visual focus with keyboard navigation is extremely important for a wide range of users including, but not limited to, users with low vision who may be navigating with a screen reader, older adults	WCAG 2.4.7 WCAG 2.4.11

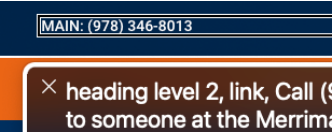
#	Location	Issue Title	Images	Description	Reference
				and non-native technology users, users with dexterity limitations who cannot rely on the use of a mouse or trackpad to access web content. Current The button to close the search interface is very small, not visibly labeled as a close button and in an unexpected place. While the search interface disappears if you click anywhere, keyboard users may have a hard time closing it, especially since it is possible to tab out of the search interface and through the website while the search interface is still covering it. Recommendation Consider making the close button larger, visibly labeling it with a X and moving it to the top right corner of the search interface as is conventional. Additionally, make sure it is not possible to tab out of the search interface into the site while the search interface is still visible, by either making sure the search interface automatically closes when a user tabs out of it, or making sure it is not possible to tab out of it.	
1.11	Header	Search Screen Reader		Background When navigating with a keyboard it should be visually apparent which element on the screen has visual focus. Visual focus with keyboard navigation is extremely important for a wide range of users including, but not limited to, users with low vision who may be navigating with a screen reader, older adults and non-native technology users, users with dexterity limitations who cannot rely on the use of a mouse or trackpad to access web content. Current The search text field that is shown when you click on the search button in the header receives keyboard focus and is read by VoiceOver, even when you have not clicked the search button and it is therefore not visible on the screen.	WCAG 2.4.7 WCAG 2.4.11

Commented [EP1]: Do we want to add something some users not feeling comfortable clicking a button don't know what it will do? That was a recurring theme in our recent U/E reviews

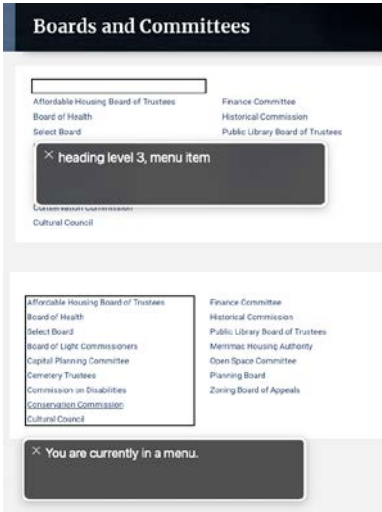
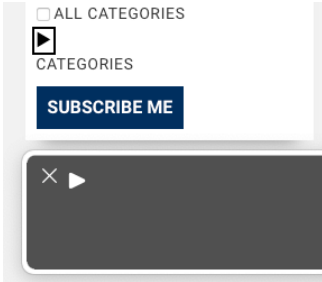
#	Location	Issue Title	Images	Description	Reference
				Recommendation Ensure the search text field only receives keyboard focus or is read by a screen reader when the user activated the search button. Make sure the search text field is not hidden when it receives keyboard focus or is read by a screen reader.	
1.12	General	Keyboard Focus Visiblity		Background When navigating with a keyboard it should be visually apparent which element on the screen has visual focus. Visual focus with keyboard navigation is extremely important for a wide range of users including, but not limited to, users with low vision who may be navigating with a screen reader, older adults and non-native technology users, users with dexterity limitations who cannot rely on the use of a mouse or trackpad to access web content. Current Keyboard focus across the site is very hard to distinguish due to low color contrast, and the use of a dashed instead of solid line. Recommendation Consider improving focus visibility by making sure the contrast ratio between the focused and unfocused states is at least 3:1 (AAA requirement). For detailed information on focus appearance, refer to https://www.w3.org/WAI/WCAG22/Understanding/focus-appearance.html	WCAG 2.4.13 (AAA)

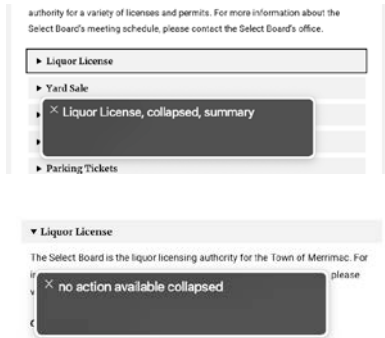
#	Location	Issue Title	Images	Description	Reference
1.13	Footer	Text Overprint on Image		Background All text and icon elements must avoid overprints on pictures which make it hard to focus on the texts for users with Low-Vision or brain-based disability. Current On hover the four buttons in the footer get a picture background. While these backgrounds still provide sufficient contrast to not violate WCAG 1.4.3, they make it harder to read the text, especially for users with brain-based disabilities. Recommendation Provide a solid background with a single color. Avoid gradients and breaks in the background that make reading difficult.	
1.14	General	Focus Order		Background When the sequence in which content is presented affects its meaning, a correct reading sequence must be programmatically determined so that the order is preserved when it is rendered through different assistive technologies such as screen readers. Current Focus order on all pages with a menu on the left side is not intuitive: 1. Middle column 2. Left menu 3. Right column Similarly, when magnifying to 400% the content reflows to one column in the same order. Recommendation	WCAG 1.4.10 WCAG 2.4.3

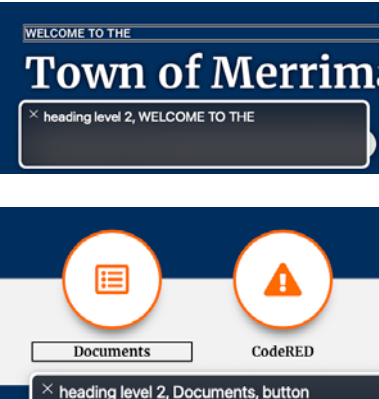
#	Location	Issue Title	Images	Description	Reference
				Ensure focus order is intuitive, going from left to right. Make sure content similarly reflows in an order that is intuitive as well. Consider removing the side menu when the page is magnified to 400% as all content can be accessed from the (in that case collapsed) main menu.	
1.15	Side Menu	Dropdown Labeling		Background Name and role of an element must be programmatically determined to let screen reader users define the element and know how to interact with it. For all user interface components, notification of changes in states must be available to user agents including assistive technologies. This is especially important for the users who are blind or have low vision who rely on screen readers to navigate web content. For example, when expandable menus collapse or expand, there should be a notification available for all sensory modalities. Current VoiceOver and JAWS read the menu items with dropdown areas as collapsed even when they are expanded. NVDA reads through all items in the menu. Recommendation Ensure the expandable/collapsible regions have correct ARIA roles, states and properties (see https://www.w3.org/WAI/ARIA/apg/patterns/disclosure/ for more information)	WCAG 4.1.2
1.16	General	Two Menus		Background To facilitate a seamless user experience, it is key to ensure the user interface does not in any way confuse the user. Navigation mechanisms with a consistent layout support a smooth experience. Current	Usability

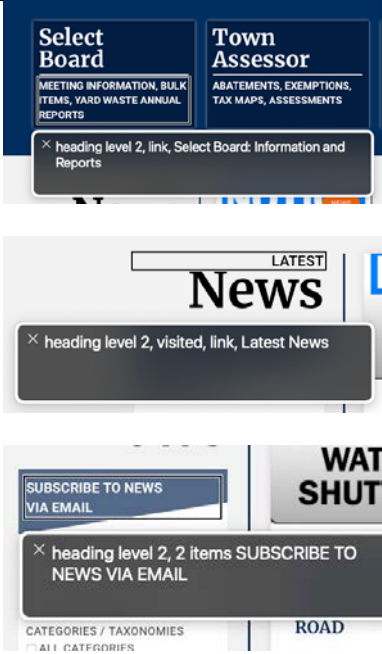
#	Location	Issue Title	Images	Description	Reference
				It may confuse users to have two menus that link to the same pages but are differently structured because they do not use the same categories nor order. The pages that link to external sites seem to be only included in the header/main menu. In some cases, the two menus refer to the same page using a different name (e.g. BID/RFP Request in side menu and Bid Opportunities in main menu). Recommendation Ensure consistency across the site in layout of navigation mechanisms and labeling.	
1.17	General	Heading Levels		Background Consistent and clear headings provide document structure and make content easier to consume. They also facilitate keyboard navigation for assistive technology users as screen readers have short keys that allow the users to navigate using different heading levels. Current The use of heading levels across the website does not reflect the semantic structure (see issue 2.1 for issues specific to the home page): • The town phone number is tagged as <h2>, while it is not a heading. • <h2> is consistently skipped on all pages except the home page and the Staff Directory page. • Some pages skip both <h2> and <h3>, only containing <h1> and <h4> (Conservation Commission). Recommendation Headings are utilized for site navigation, so heading level tags should be reserved for organizing main content. There should generally only be one heading level 1, and heading levels should be structured in sequential order with	

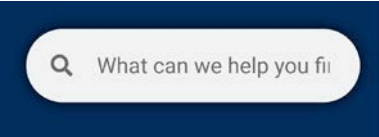
#	Location	Issue Title	Images	Description	Reference
				no skipped heading ranks (unless closing a subsection, for instance). Ensure that headings that are contained within other h-tags follow an accurate header hierarchy. Ensure that headings are not being used just to format the style of text. Heading tags should be kept independent of other lines of, as it makes it nonfunctional for users navigating with headings and does not follow best practices for clean coding. Heading names should be descriptive and unique (i.e. no repetition of heading names on the same page). Design Note: For reference, please read https://www.w3.org/WAI/tutorials/page-structure/headings/	
1.18	General	Link Formatting		Background Color should not be used as the only visual means of conveying information, indicating an action, prompting a response, or distinguishing a visual element. Color blind users may not be able to perceive the difference between colors and therefore miss the meaning it conveys. Current Link formatting across the site only relies on color, and that color is very similar to the text color. Recommendation Underlining links would make them stand out more, especially for color blind users. Moreover, adhering to the convention of underlining links would improve clarity and ease of use for all users.	WCAG 1.4.1

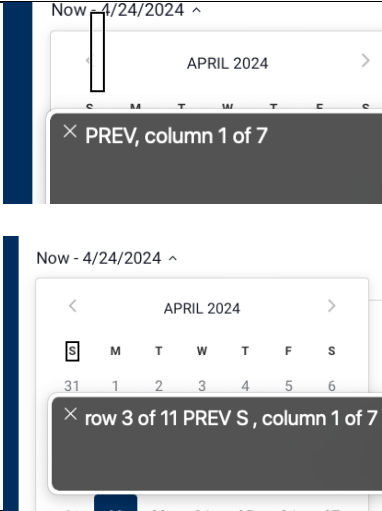
#	Location	Issue Title	Images	Description	Reference
1.19	Boards and Committees Departments			Background All user interface components should have correct names, roles, states and values to support users using assistive technology. The structures and relationships conveyed through visual cues need to be programmatically determined or available in text to ensure information important for comprehension is perceivable to all. For example, screen readers and user style sheets may change presentation format, but should retain access to the information conveyed by the original visual cues. Current The Boards and Committees and Departments pages contain a list of subpages that are tagged as two lists and read by VoiceOver, JAWS, and NVDA as two separate menus that each have an invisible <h3> “menu item”. Recommendation Ensure tags reflect the semantic structure, by tagging the two lists as a single list. Remove the invisible <h3> menu item.	WCAG 1.3.1 WCAG 4.1.2
1.20	Latest News on Home Left Column “Subscribe to News via Email” on Other pages	Expandable Area		Background All user interface components should have correct names, roles, states and values to support users using assistive technology. The structures and relationships conveyed through visual cues need to be programmatically determined or available in text to ensure information important for comprehension is perceivable to all. For example, screen readers and user style sheets may change presentation format, but should retain access to the information conveyed by the original visual cues. Current VoiceOver reads the expandable button as “right-pointing triangle”, and not as a button but as text. JAWS reads “black pointing triangle” and NVDA reads “play	WCAG 1.3.1 WCAG 4.1.2

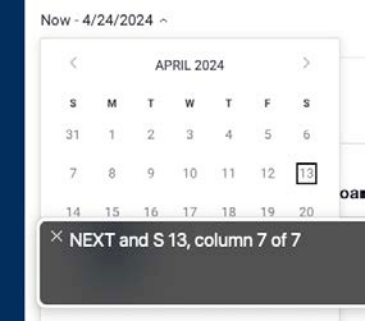
#	Location	Issue Title	Images	Description	Reference
				button”. The label Categories is read separately as text, and is visually disconnected from the expandable button as well. Additionally, VoiceOver reads the labeling of the checkboxes twice. JAWS and NVDA read these items correctly however. Recommendation Ensure that the expandable button is labelled by providing an appropriate accessible name. This can be done by providing ARIA labels. Ensure screen reader users are notified when they open an expandable area.	
1.21	General	Downloadable PDFs		Downloadable documents across the site are not accessible, for example: • Housing Rehabilitation Program Lottery Pre-Application – lacks title, form fields not tagged, reading order not correct. • Complaint Form – Zoning Fillable – an image-only pdf with no tagging at all. • Check Run Schedule FY24-Q3 – lacks title, alt text and table headings.	
1.22	Select Board Commission on Disabilities Conservation Commission Planning Board Santa Parade Committee	Expandable Areas		Background Name and role of an element must be programmatically determined to let screen reader users define the element and know how to interact with it. For all user interface components, notification of changes in states must be available to user agents including assistive technologies. This is especially important for the users who are blind or have low vision who rely on screen readers to navigate web content. For example, when expandable menus collapse or expand, there should be a notification available for all sensory modalities. Current VoiceOver reads the expandable areas as “summary” when you click to expand it, it does expand but either reads “no action available collapsed” and jumps back to the top of the page, or moves inside the title to read the last word.	WCAG 4.1.2

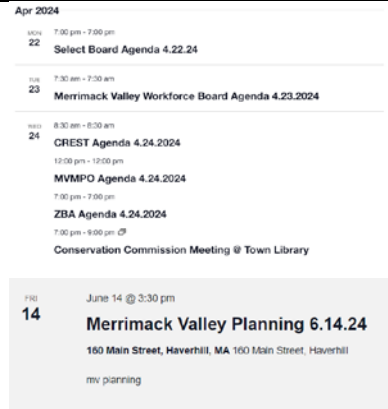
#	Location	Issue Title	Images	Description	Reference
				NVDA and JAWS both correctly read these items as buttons that can be collapsed/expanded. Recommendation Ensure that all expandable buttons are correctly tagged and descriptively labeled. This can be done by providing ARIA labels. Ensure screen reader users are notified when they open a expandable area.	
2. Home Page					
2.1	Home Page	Headings		Background Consistent and clear headings provide document structure and make content easier to consume. They also facilitate keyboard navigation for assistive technology users as screen readers have short keys that allow the users to navigate using different heading levels. Current The use of heading levels across the home page does not reflect the semantic structure: • “Welcome to the” is tagged separately as <h2>, while it is not a separate heading, but rather refers to the <h1> below it. • The text below the buttons with icons is inconsistently tagged as either <h2> or <h3>, while these labels are not headings. Additionally, it would be helpful to ensure the icon and text label below are read together as one button. Currently VoiceOver, JAWS, and NVDA read everything twice, because the icons and text are read separately but contain the same information. • The text below the links Select Board, Town Assessor, Town Clerk and Light Department is erroneously tagged as <h2>, and VoiceOver does not read the full text that is visible on the site because the ARIA labels contain a summary	

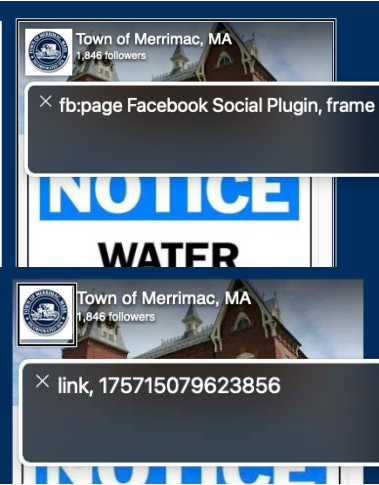
#	Location	Issue Title	Images	Description	Reference
				of the text. Additionally, because both the title and description are linked (same link), they both receive keyboard focus introducing extra tabs that may reduce usability for users with • Latest and News are tagged separately as <h2>, while they should be tagged together as one <h2>. They both got ARIA label “Latest News”, which is not helpful because screen readers will read <h2> Latest News twice. The <h2> Community Events has the same issue. • Subscribe to news via email is erroneously tagged as <h2>, while not being a heading. Additionally, because of the
 tag in the middle, VoiceOver, NVDA, and JAWS read it as containing two items: “Subscribe to news” and “via email”. Recommendation Headings are utilized for site navigation, so heading level tags should be reserved for organizing main content. There should generally only be one heading level 1, and heading levels should be structured in sequential order with no skipped heading ranks (unless closing a subsection, for instance). Ensure that headings that are contained within other h-tags follow an accurate header hierarchy. Ensure that headings are not being used just to format the style of text. Heading tags should be kept independent of other lines of, as it makes it nonfunctional for users navigating with headings and does not follow best practices for clean coding. Heading names should be descriptive and unique (i.e. no repetition of heading names on the same page). Design Note: For reference, please read https://www.w3.org/WAI/tutorials/page-structure/headings/	

#	Location	Issue Title	Images	Description	Reference
2.2	Home Page	Text Overprint on Image		Background All text and icon elements must avoid overprints on pictures which make it hard to focus on the texts for users with Low-Vision or brain-based disability. Current The text “Welcome to the Town of Merrimac, MA” is overprinted on an image with insufficient color contrast, which makes it hard for low-vision users and users with brain-based conditions to focus and read it. Recommendation Provide a solid background with a single color and ensure all text elements have at least 4.5:1 contrast for small text and 3:1 for large text. Avoid gradients and breaks in the background that make readability difficult. IHCD recommends the Paciello Group’s Color Contrast Analyzer: https://developer.paciellogroup.com/resources/contrastanalyser/	WCAG 1.4.3
2.3	Search	Magnified Search Field		Background Content should not be cut off or hidden on a webpage or while using the zoom feature on a webpage. Website content that is only partially visible could be confusing for older, non-native technology users, users with low vision and/or users with some brain-based conditions. Horizontal scrolling should not be required to access any content. Current When magnified to 400% the text in the search field is no longer fully legible. Recommendation Make sure all content correctly reflows to one column when zooming up to 400%, so no content is cut off or hidden and no horizontal scrolling is required.	WCAG 1.4.10

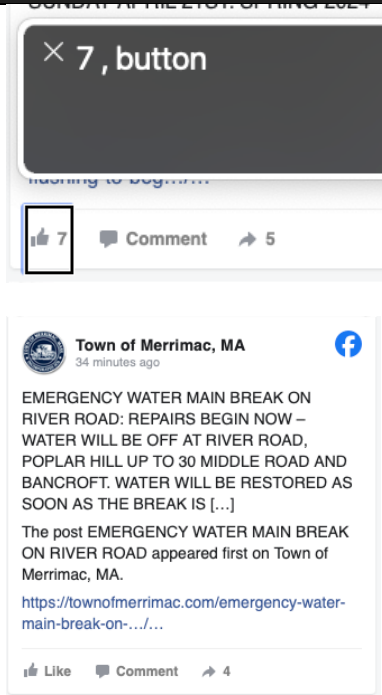
#	Location	Issue Title	Images	Description	Reference
2.4	Community Events Calendar	Typo ARIA Label Button		Background All information and operable elements on the user interface must be understandable both visually and when navigating content with assistive technology including screen readers and screen magnifiers. Words and numbers read by screen readers must be clear, distinct and easy to understand contextually without causing doubt or confusion. Current The way screen readers pronounce datepicker is very confusing. The ARIA label lacks space between date and picker. Recommendation Ensure all words and numbers read by screen readers are appropriate, easy to understand, distinct and clear.	WCAG 1.3.1
2.5	Community Events	Calendar Widget Accessibility		Background All user interface components should have correct names, roles, states and values to support users using assistive technology. The structures and relationships conveyed through visual cues need to be programmatically determined or available in text to ensure information important for comprehension is perceivable to all. For example, screen readers and user style sheets may change presentation format, but should retain access to the information conveyed by the original visual cues. Current The calendar widget is not screen reader accessible: - The previous button is labeled “Prev”. - VoiceOver only reads the first letter of each day. - VoiceOver reads the top row as a header row, which is confusing and not helpful for understanding the layout when reading the date numbers.	WCAG 1.3.1 WCAG 4.1.2

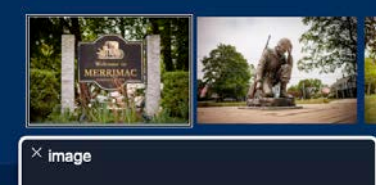
#	Location	Issue Title	Images	Description	Reference
				- VoiceOver calls everything in the table “selectable text”, like all regular text on the site, so it is not clear that the widget is interactive. - When selecting a date from the table VoiceOver jumps back to the top of the page. - NVDA and JAWS don’t recognize the widget as a table, severely limiting navigation to only the arrow keys and making it impossible to navigate to the header rows Recommendation Make the calendar widget accessible by: - Giving all buttons clear, accessible names. - Making sure all day names are read clearly and fully by screen readers. - Ensuring the top row (the previous and next button and the month) is not read as table heading for the table cells below. - Making sure it is clear from the labeling users can click on a date to find events for that date. - Ensuring screen readers stay in the Community Events section when changing the date.	
2.6	Community Events	Current Date Visibility		Background All text elements and images of text must have sufficient contrast between text in the foreground and background colors. Text that is too close in luminance (brightness) to the background can be hard to read for users with low vision. Current When selecting a date different from the current date, the current date becomes illegible in the table due to very low contrast (1.6:1). Recommendation	WCAG 1.4.3

#	Location	Issue Title	Images	Description	Reference
				Ensure all text elements have at least 4.5:1 contrast for regular text and 3:1 for large text. IHCD recommends the Paciello Group’s Color Contrast Analyzer: https://developer.paciellogroup.com/resources/contrastanalyser/	
2.7	Community Events	Start/End Times Events		Background To facilitate a seamless user experience, it is key to ensure the user interface does not in any way confuse the user. Current For events that only have a start time, the calendar displays the event as starting and ending at the same time, which may be confusing. These events are correctly displayed on the calendar page. Recommendation Make sure start and end times for events are displayed correctly.	Usability
2.8	Community Events Community Calendar	Subscribe Button		Background When navigating with a keyboard it should be visually apparent which element on the screen has visual focus. Visual focus with keyboard navigation is extremely important for a wide range of users including, but not limited to, users with low vision who may be navigating with a screen reader, older adults and non-native technology users, users with dexterity limitations who cannot rely on the use of a mouse or trackpad to access web content. Current The text “Subscribe to calendar” is no longer visible on keyboard focus. It also disappears on mouse hover, except when you hover over the text itself which then turns white.	WCAG 2.4.11

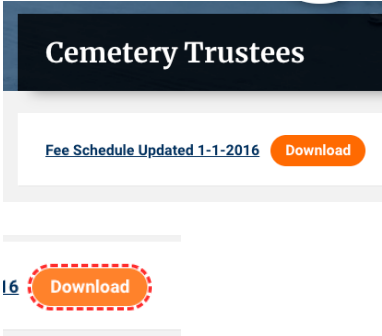
#	Location	Issue Title	Images	Description	Reference
				If you select this button while using VoiceOver, it jumps back to the top of the site. JAWS and NVDA both correctly open/collapse the dropdown. Recommendation Make sure the button text is does not disappear on keyboard focus or mouse hover. Ensure screen readers do not jump to the top of the page when selecting the button.	
2.9	Facebook Plug-in	Plug-in Accessibility		Background All user interface components should have correct names, roles, states and values to support users using assistive technology. All images must have alternative text to convey their purpose and meaning to screen reader users. Providing concise and accurate alternative text is essential to making images accessible to users with visual or certain brain-based disabilities. All text elements and images of text must have sufficient contrast between text in the foreground and background colors. Text that is too close in luminance (brightness) to the background can be hard to read for users with low vision. Current The Facebook plug-in has several accessibility issues: - The iFrame title is fb:page Facebook Social Plugin, which is not a clean, clear label. - The plug-in is effectively a trap for both screen reader and keyboard users, because you can infinitely scroll down and it will keep loading posts. It seems to be only going back two weeks, after which it again loads the most recent post. When you scroll down, you actually only see 5 posts that it loops through (e.g. below post 5 you will always find post 1). - The profile picture lacks an accessible name.	WCAG 1.1.1 WCAG 2.1.2 WCAG 1.4.3 WCAG 4.1.2

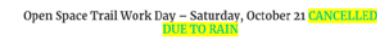
Commented [EP2]: I guess with VO you can get on using VO+Shift+up arrow, to test with other screen r

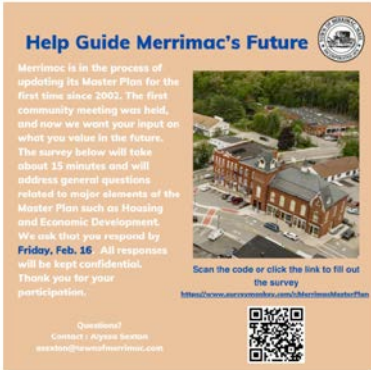
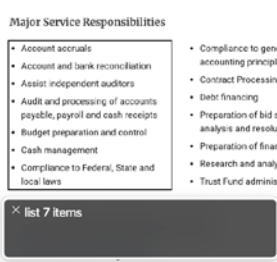
#	Location	Issue Title	Images	Description	Reference
				- Pictures in all posts lack alt text, and are read by VoiceOver as “Photo.php” JAWS as “Photo link” and NVDA as “photo bit = (long string of numbers)” - The Facebook logo in each post lacks an accessible name and is read by VoiceOver as Permalink.php. - The like and share button in each post lack accessible names. VoiceOver, JAWS, and NVDA only read the number of likes/shares, not reading it is a like/share button. - The grey text specifying when a post was posted has insufficient color contrast of 3.04:1. - The grey texts on the Like, Comment and Share buttons have insufficient contrast of 4:1. Recommendation Make the Facebook plug-in accessible by: - Giving the iFrame an accessible name. - Making sure it shows Facebook posts chronologically and only shows each post once. Turn off the autoload feature and instead add a button “Load more” to make it easier to navigate out of the plug-in for keyboard and screen reader users. - Making sure all pictures get alt text or are tagged as decorative. - Ensure the like and share button have an accessible name and are rendered clearly and correctly by screen readers. - Making sure all text in the plug-in has sufficient contrast of at least 4.5:1.	
2.10	Images	Alt Text		Background All images must have alternative text to convey their purpose and meaning to screen reader users. Providing concise and accurate alternative text is essential to making images accessible to users with visual or certain brain-based disabilities.	WCAG 1.1.1

#	Location	Issue Title	Images	Description	Reference
				Current The pictures at the bottom of the page may seem interactive, especially as they turn a darker color on hover, but do not link to anything on mouse click and receive no keyboard focus. The pictures lack alt text, but can sometimes be clicked when using VoiceOver, which for all images will open the Merrimac Fire Department website. Recommendation Ensure that every element has alternative text. The alternative text must be a description of the image shown and not the title or caption. Decorative images should have null alt text to signify to screen reader users that they are not missing important contextual information. Resources https://webaim.org/techniques/alttext/ https://www.w3.org/WAI/WCAG22/Understanding/non-text-content.html	
3. Government					
3.1	Boards Subpages	VoiceOver Jumps to Top of Page		Background When the sequence in which content is presented affects its meaning, a correct reading sequence must be programmatically determined so that the order is preserved when it is rendered through different assistive technologies such as screen readers. Current VoiceOver sometimes starts reading the right column when opening a page, or jumps back to the top of the header, instead of starting at the middle column which contains the subpage's content.	WCAG 1.3.2

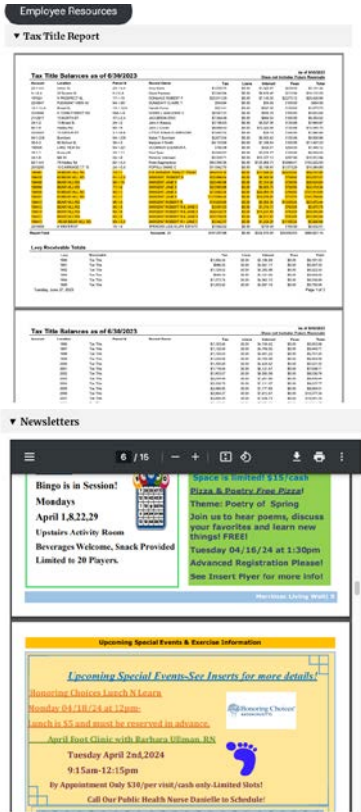
#	Location	Issue Title	Images	Description	Reference
				Recommendation Ensure the correct reading order is programmatically determined, to start in the middle column when opening a new page.	
3.2	Board of Health	Cannabis Control Commission iFrame		The iFrame with the embedded Cannabis Control Commission Massachusetts website is not visible on Chrome. You do tab through it, which is confusing because the content and focus are both not visible. It is visible on Safari, but it is not possible to click on anything or scroll down. The only way to view some of the page is tabbing through, but a visible focus indicator is lacking. Additionally, VoiceOver is able to read the content in the iFrame, but again not able to interact with it – it jumps out of the iFrame when you try to click on anything. The link Home above the iFrame lacks labeling to clarify it links to the Cannabis Control Commission website instead of the current site’s home page.	WCAG 2.4.7 WCAG 2.4.11
3.3	Board of Health	Semantic Headings		Background Consistent and clear headings provide document structure and make content easier to consume. They also facilitate keyboard navigation for assistive technology users as screen readers have short keys that allow the users to navigate using different heading levels. Current Reminder: is tagged as <h3>, but Massachusetts Regulations is tagged as <h4> while visually and semantically seeming to be on the same level. Recommendation Headings are utilized for site navigation, so heading level tags should be reserved for organizing main content. There should generally only be one heading level 1, and heading levels should be structured in sequential order with no skipped heading ranks (unless closing a subsection, for instance). Ensure that headings that are contained within other h-tags follow an accurate header	WCAG 1.3.1

#	Location	Issue Title	Images	Description	Reference
				hierarchy. Ensure that headings are not being used just to format the style of text. Heading tags should be kept independent of other lines of, as it makes it nonfunctional for users navigating with headings and does not follow best practices for clean coding. Heading names should be descriptive and unique (i.e. no repetition of heading names on the same page). Design Note: For reference, please read https://www.w3.org/WAI/tutorials/page-structure/headings/	
3.4	Cemetery Trustees Commission on Disabilities	Insufficient Contrast		Background All text elements and images of text must have sufficient contrast between text in the foreground and background colors. Text that is too close in luminance (brightness) to the background can be hard to read for users with low vision. Current White text on orange download button has low contrast (2.87:1), and even lower on mouse hover/keyboard focus (2.5:1). Recommendation Ensure all text elements have at least 4.5:1 contrast for regular text and 3:1 for large text. IHCD recommends the Paciello Group’s Color Contrast Analyzer: https://developer.paciellogroup.com/resources/contrastanalyser/	WCAG 1.4.3
3.5	Open Space Committee	Text Formatting		Background To facilitate a seamless user experience, it is key to ensure the user interface does not in any way confuse the user. Consistent page layout supports a smooth experience	Usability

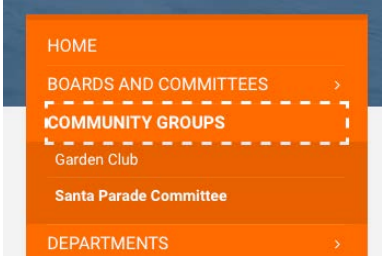
#	Location	Issue Title	Images	Description	Reference
				Current Some of the text and headings on this page are not left justified, but centered, which is inconsistent with other similar pages. Recommendation Make sure all text is consistently aligned to the left side.	
3.6	Open Space Committee	Insufficient Contrast		Background All text elements and images of text must have sufficient contrast between text in the foreground and background colors. Text that is too close in luminance (brightness) to the background can be hard to read for users with low vision. Current Highlighted text has insufficient color contrast of 1.88:1. Recommendation Ensure all text elements have at least 4.5:1 contrast for regular text and 3:1 for large text. IHCD recommends the Paciello Group’s Color Contrast Analyzer: https://developer.paciellogroup.com/resources/contrastanalyser/	WCAG 1.4.3

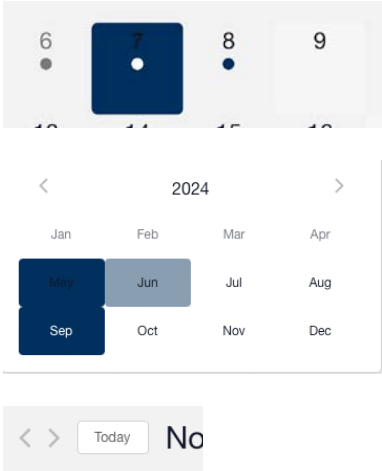
#	Location	Issue Title	Images	Description	Reference
3.7	Planning Board	Image Alt and Contrast		Background If the same visual presentation can be achieved, text is used to convey information rather than images of text, to enable people who require a particular visual presentation of text to be able to adjust the text presentation as needed. All text elements and images of text must have sufficient contrast between text in the foreground and background colors. Text that is too close in luminance (brightness) to the background can be hard to read for users with low vision. Current While the information in this image is all in the alt text, it would be preferable to not use an image of text to make it easier to navigate or adjust the content with assistive technology. Additionally, the white text in the image has insufficient color contrast (1.6:1). Recommendation Present information in a text format rather than an image of text. Ensure all text elements have at least 4.5:1 contrast for regular text and 3:1 for large text. IHCD recommends the Paciello Group’s Color Contrast Analyzer:	WCAG 1.4.3 WCAG 1.4.5
3.8	Finance Department	List Tagging		Background The structures and relationships conveyed through visual cues need to be programmatically determined or available in text to ensure information important for comprehension is perceivable to all. For example, screen readers and user style sheets may change presentation format, but should retain access to the information conveyed by the original visual cues. Current	WCAG 1.3.1

#	Location	Issue Title	Images	Description	Reference
				The list with Major Service Responsibilities is tagged as two separate lists, while semantically being a single list. Recommendation Ensure tagging reflects the semantic structure of the site. Tag the list under Major Service Responsibilities as a single list.	

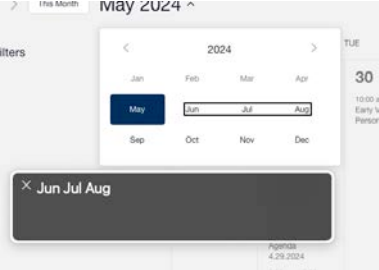
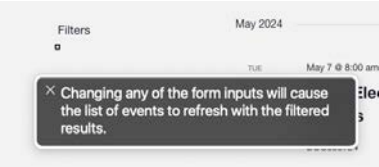
3.9	Finance Department Senior Center/ Council on Aging Elections and Voting	Embedded pdfs and Images	 The screenshot shows three sections of a website. The top section is titled 'Employee Resources' and contains a 'Tax Title Report' for 6/30/2023, which is a table with multiple columns of financial data. Below this is another 'Tax Title Report' for 6/30/2023. The middle section is titled 'Newsletters' and contains a 'Bingo is in Session!' announcement for Mondays, April 1, 8, 22, 29, and a 'Spring Election Schedule' for Tuesday, April 16/24 at 1:30pm. The bottom section is titled 'Upcoming Special Events & Exercise Information' and contains an announcement for an 'April Foot Clinic with Barbara Vilman, RN' on Tuesday, April 2nd, 2024, from 9:15am to 12:15pm.	Background All images must have alternative text to convey their purpose and meaning to screen reader users. Providing concise and accurate alternative text is essential to making images accessible to users with visual or certain brain-based disabilities. All text elements and images of text must have sufficient contrast between text in the foreground and background colors. Text that is too close in luminance (brightness) to the background can be hard to read for users with low vision. Current The embedded files are not screen reader accessible. Additionally, on Safari they lack a lot of the controls that are there on Chrome. The embedded newsletter on the Senior Center/Council on Aging page additionally has a lot of color contrast issues. On the Elections and Voting page there is an embedded pdf that only contains untagged images, as well as an image with the Spring Election Schedule that is tagged as decorative while containing relevant information. Recommendation Ensure all embedded files are accessible, across browsers and assistive technologies. Ensure all text elements have at least 4.5:1 contrast for regular text and 3:1 for large text. IHCD recommends the Paciello Group’s Color Contrast Analyzer: https://developer.paciellogroup.com/resources/contrastanalyser/	WCAG 1.1.1 WCAG 1.4.3
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#	Location	Issue Title	Images	Description	Reference
					
3.10	Tax Collector	Insufficient Contrast	The 2024 commitment #2 excise tax bills were mailed 4/17/24. Click the link below for more information regarding excise: https://www.mass.gov/guides/motor-vehicle-excise	Background All text elements and images of text must have sufficient contrast between text in the foreground and background colors. Text that is too close in luminance (brightness) to the background can be hard to read for users with low vision. Current Green text has insufficient contrast of 2.02:1. Orange text has insufficient contrast of 2.88:1. Recommendation Ensure all text elements have at least 4.5:1 contrast for regular text and 3:1 for large text. IHCD recommends the Paciello Group’s Color Contrast Analyzer:	WCAG 1.4.3

#	Location	Issue Title	Images	Description	Reference
				https://developer.paciellogroup.com/resources/contrastanalyser/	
4. Community Resources					
4.1	Community Groups	Missing Link		While you can click on Community Groups in the left side menu, it does not link to another page but instead jumps to the top of the page you are currently on.	Bug
4.2	Calendar	Text Overprint		Background All text and icon elements must avoid overprints on pictures which make it hard to focus on the texts for users with Low-Vision or brain-based disability. Current When magnified to 400% several buttons are partially overprinted on an image background with insufficient color contrast (2.7:1), especially on hover/focus (2.3:1). The filter button, which appears when magnifying to 400%, opens an empty white dropdown. Recommendation Consider removing the filter button, or providing filters for users to choose from. Provide a solid background with a single color and ensure all text elements have	WCAG 1.4.3

#	Location	Issue Title	Images	Description	Reference
				at least 4.5:1 contrast for small text and 3:1 for large text. Avoid gradients and breaks in the background that make readability difficult. IHCD recommends the Paciello Group’s Color Contrast Analyzer: https://developer.paciellogroup.com/resources/contrastanalyser/	
4.3	Calendar	Insufficient Contrast		Background All text elements and images of text must have sufficient contrast between text in the foreground and background colors. Text that is too close in luminance (brightness) to the background can be hard to read for users with low vision. Current When the month view is magnified to 400% there are several contrast issues: - Black number and blue background (1.3:1). - Grey numbers and white background (3.9:1). - Keyboard focus is nearly invisible, with a contrast of 1:1. The month dropdown has insufficient contrast in several places: - Black text and blue background (1.3:1). - Grey text and white background (4.3:1). - Blue text and light blue background on hover (3:1). The previous and next buttons have insufficient color contrast (1.7:1). Recommendation Ensure all text elements have at least 4.5:1 contrast for regular text and 3:1 for large text and non-text user interface components. The focus indicator should be visible, preferably with a 2 pixel perimeter and a contrast of at least 3:1 (AAA).	WCAG 1.4.3 WCAG 1.4.11 WCAG 2.4.7 WCAG 2.4.13 (AAA)

#	Location	Issue Title	Images	Description	Reference
				IHCD recommends the Paciello Group’s Color Contrast Analyzer: https://developer.paciellogroup.com/resources/contrastanalyser/	
4.4	Calendar	Semantic Headings		Background Consistent and clear headings provide document structure and make content easier to consume. They also facilitate keyboard navigation for assistive technology users as screen readers have short keys that allow the users to navigate using different heading levels. Current The Filters, Search and Nav areas all have invisible headers (<h2>/<h3>), while these are not semantically headers. Recommendation Headings are utilized for site navigation, so heading level tags should be reserved for organizing main content. There should generally only be one heading level 1, and heading levels should be structured in sequential order with no skipped heading ranks (unless closing a subsection, for instance). Ensure that headings that are contained within other h-tags follow an accurate header hierarchy. Ensure that headings are not being used just to format the style of text. Heading tags should be kept independent of other lines of, as it makes it nonfunctional for users navigating with headings and does not follow best practices for clean coding. Heading names should be descriptive and unique (i.e. no repetition of heading names on the same page). Design Note: For reference, please read https://www.w3.org/WAI/tutorials/page-structure/headings/	WCAG 1.3.1 WCAG 4.1.2

#	Location	Issue Title	Images	Description	Reference
4.5	Calendar	Month Dropdown Accessibility		Background Name and role of an element must be programmatically determined to let screen reader users define the element and know how to interact with it. For all user interface components, notification of changes in states must be available to user agents including assistive technologies. This is especially important for the users who are blind or have low vision who rely on screen readers to navigate web content. Current The month dropdown is not accessible through a screen reader interface. The buttons lack descriptive labeling (Previous is PREV), and VoiceOver reads several months together as a single block, making it impossible to distinguish let alone select them. Recommendation Make sure all buttons are correctly tagged and labeled, to ensure they are all rendered clearly and operable through a screen reader interface.	WCAG 4.1.2
4.6	Calendar	Filter Label		Background The structures and relationships conveyed through visual cues need to be programmatically determined or available in text to ensure information important for comprehension is perceivable to all. For example, screen readers and user style sheets may change presentation format, but should retain access to the information conveyed by the original visual cues. Current There is a hidden <p> describing the filters, which may confuse users because there are no filters to choose from – the filter field is empty. Recommendation	WCAG 1.3.1

#	Location	Issue Title	Images	Description	Reference
				Remove the hidden <p>, unless filters are added to the page which would make the label helpful.	
5. News					
5.1	News	Descriptive Links		Background Users navigating a web page with a screen reader rely on descriptive link text to understand the purpose and function of a link. Many screen reader users use a shortcut to display a list of links to navigate a website efficiently. When link titles are unspecific, users cannot identify which link to select to find the information. Current All linked images on the News page lack descriptive link text. Recommendation Make sure links have descriptive names.	WCAG 2.4.4
5.2	News Articles	Insufficient Contrast and Use of Headings		Background All text elements and images of text must have sufficient contrast between text in the foreground and background colors. Text that is too close in luminance (brightness) to the background can be hard to read for users with low vision. Consistent and clear headings provide document structure and make content easier to consume. They also facilitate keyboard navigation for assistive technology users as screen readers have short keys that allow the users to navigate using different heading levels. Current Previous and Next in the articles have insufficient contrast of 1.85:1. Additionally, they are both <h6>s, while both not being headers and this means everything between <h1> and <h6> on the page is skipped.	WCAG 1.3.1 WCAG 1.4.3

#	Location	Issue Title	Images	Description	Reference
				Recommendation Ensure all text elements have at least 4.5:1 contrast for regular text and 3:1 for large text. Headings are utilized for site navigation, so heading level tags should be reserved for organizing main content. There should generally only be one heading level 1, and heading levels should be structured in sequential order with no skipped heading ranks (unless closing a subsection, for instance). Ensure that headings that are contained within other h-tags follow an accurate header hierarchy. Ensure that headings are not being used just to format the style of text. Heading tags should be kept independent of other lines of, as it makes it nonfunctional for users navigating with headings and does not follow best practices for clean coding. Heading names should be descriptive and unique (i.e. no repetition of heading names on the same page). Design Note: For reference, please read https://www.w3.org/WAI/tutorials/page-structure/headings/	



Merrimac Select Board

2 School Street

Merrimac, MA 01860

SCHEDULED

Meeting: 11/18/24 07:00 PM

Department: Merrimac Select Board

Category: Grant

Prepared By: Jennifer Penney

Initiator: Jennifer Penney

Sponsors:

~~CORRESPONDENCE (ID # 8937)~~

~~DOC ID: 8937~~

Grants Received-Police



The Commonwealth of Massachusetts
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
STATE 911 DEPARTMENT
 151 Campanelli Drive, Suite A ~ Middleborough, MA 02346
 Tel: 508-828-2911 ~ TTY: 508-947-1455
www.mass.gov/e911



MAURA T. HEALEY
 Governor

TERRENCE M. REID
 Secretary

KIMBERLEY DRISCOLL
 Lieutenant Governor

FRANK POZNIAK
 Executive Director

October 30, 2024

Chief Eric M. Shears
 Merrimac Police Department
 2 Jana Way
 Merrimac, MA 01860

Dear Chief Shears:

The Commonwealth of Massachusetts, State 911 Department would like to thank you for participating in the **FY 2025 State 911 Department Support and Incentive Grant** program.

For your files, attached please find a copy of the executed contract and the final approved Appendix A: Personnel Costs form for your grant. Please note your contract start date is **October 30, 2024** and will run through June 30, 2025. Please keep in mind that there shall be no reimbursement for costs incurred prior to the effective date of the contract and all goods and services **MUST** be received on or before June 30, 2025.

Further, this contract is being awarded with the understanding that the **Town of Merrimac** will continue to work with MassGIS to resolve outstanding issues regarding reporting compliance on parcel and address updates. Failure to resolve these issues may impact the Department's ability to process reimbursement requests.

Reimbursement requests should be submitted to the Department within **thirty (30) days** of the date on which the cost is incurred. We have made the request for payment forms available on our website www.mass.gov/E911. For any questions related to this process, please contact Angela Pilling at 508-821-7305. Please note that funding of reimbursement requests received more than one (1) month after the close of the fiscal year under which costs were incurred cannot be guaranteed.

If, in the future, you would like to make any changes to the authorized signatory, the contract manager, and/or the budget worksheet, please e-mail those proposed changes to 911DeptGrants@mass.gov. Grantees are strongly encouraged to submit final, year-end budget modification requests on or before March 31, 2025.

Sincerely,

Frank P. Pozniak
 Executive Director

cc: FY 2025 Support and Incentive Grant File

Attachment: FY25 Support and Incentive Grant -Police (Grants Received-Police)

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



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

CONTRACTOR LEGAL NAME: Town of Merimac (and d/b/a): Merimac Police Department		COMMONWEALTH DEPARTMENT NAME: State 911 Department MMARS Department Code: EPS	
Legal Address: (W-6, W-4): 4 School St Merimac, MA 01860		Business Mailing Address: 151 Campanelli Drive, Suite A, Middleborough, MA 02346	
Contract Manager: Chief Eric M Shears	Phone: 978-346-8321	Billing Address (if different):	
E-Mail: eshears@merimacpolice.org	Fax: 978-346-0592	Contract Manager: Cindy Reynolds	Phone: 508-821-7299
Contractor Vendor Code: VC 6000191880		E-Mail: 911DeptGrants@mass.gov	Fax: 508-847-1452
Vendor Code Address ID (e.g. "AD001"): AD 001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CT EPS SUPG	
		RFR/Procurement or Other ID Number: FY25 SUPG	
☒ 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 - <u>815 CMR 2.00</u>) (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): ☒ <u>Commonwealth Terms and Conditions</u> ☐ <u>Commonwealth Terms and Conditions For Human and Social Services</u> ☐ <u>Commonwealth IT Terms and Conditions</u>			
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 <u>815 CMR 9.00</u> . ☐ 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): \$ <u>30971.00</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days — % PPD; Payment issued within 15 days — % PPD; Payment issued within 20 days — % PPD; Payment issued within 30 days — % PPD. If PPD percentages are left blank, identify reason: ☒ agree to standard 45 day cycle — statutory/legal or Ready Payments (<u>M.G.L. c. 29, § 23A</u>); — only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Contract is for the reimbursement of funds under the State 911 Department FY 2025 Public Safety Answering Point and Regional Emergency Communication Center Support and Incentive Grant as authorized and awarded in compliance with the grant guidelines and the grantee's approved application.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ☒ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred <u>prior</u> to the Effective Date. ☐ 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred <u>prior</u> to the Effective Date. ☐ 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2025</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , 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: <u>[Signature]</u> Date: <u>10-18-24</u> (Signature and Date Must Be Captured at Time of Signature) Print Name: <u>Eric M. Shears</u> Print Title: <u>Chief of Police</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>10/30/24</u> (Signature and Date Must Be Captured at Time of Signature) Print Name: <u>Frank Pozniak</u> Print Title: <u>Executive Director</u>	

(Updated 7/22/2021)

Attachment: FY25 Support and Incentive Grant -Police (Grants Received-Police)

Appendix A - Personnel Costs
(List Certified Enhanced 911 Telecommunicators)

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

Attachment: FY25 Support and Incentive Grant -Police (Grants Received-Police)

Packet Pg. 59

FY 2025 SUPPORT AND INCENTIVE GRANT

RECEIVED
OCT 10 2024
STATE 911 DEPARTMENT

Type of PSAP: (please check one)

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

Name of Eligible Entity (PSAP/RECC)

Town of Merrimac Police Department

Address

2 Jana Way

City/Town/Zip

Merrimac, MA 01860

Telephone Number

978-346-8321

Fax Number

978-346-0592

Website

www.merrimacpolice.org

Name & Title of Authorized Signatory

Eric M Shears, Chief of Police

Telephone Number

978-346-8321

Email Address

eshears@merrimacpolice.org

Name & Title of Grant Contract Manager

Eric M Shears, Chief of Police

Telephone Number

978-346-8321

Email Address

eshears@merrimacpolice.org

Total Grant Program funds requested:

\$ 30,971.00

Authorization and Certification

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

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

Signed under the penalties of perjury this 8th day of October, 2024.


ORIGINAL SIGNATURE OF AUTHORIZING SIGNATORY

Attachment: FY25 Support and Incentive Grant -Police (Grants Received-Police)

FY 2025 SUPPORT AND INCENTIVE GRANT

BUDGET SUMMARY

Primary PSAP, Regional PSAP, Regional Secondary PSAP, & RECCs	
CATEGORY	AMOUNT
A. Enhanced 911 Telecommunicator Personnel Costs	\$ 28,608.55
B. Heat, Ventilation, Air Conditioning, and Other Environmental Control Equipment	\$
C. Computer-Aided Dispatch Systems	\$
D. Radio Console	\$
E. Console Furniture and Dispatcher Chairs	\$ 850.00
F. Fire Alarm Receiving and Alerting Equipment Associated with Providing Enhanced 911 Service	\$
G. Other Equipment	\$ 1,512.45
REGIONAL PSAPs and RECCs ONLY	
H. Public Safety Radio Systems	\$
REGIONAL SECONDARY PSAP ONLY	
I. PSAP Customer Premises Equipment Maintenance	\$.
SUB-TOTAL/FY25 ALLOCATION	\$ 30,971.00

APPENDIX B: Mobile Behavioral Health Crisis Response Services REVIEW FOR ELIGIBILITY & ENTER AMOUNT HERE	\$
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REGIONAL PSAPs and RECCs ONLY	
APPENDIX C: Up to 60% of one (1) Annual Maintenance Contract (not to exceed \$314,000)	\$

GRAND TOTAL*	\$ 30,971.00
---------------------	---------------------

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

Attachment: FY25 Support and Incentive Grant -Police (Grants Received-Police)

FY 2025 SUPPORT AND INCENTIVE GRANT

DETAIL NARRATIVE

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

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

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

☐ Attach Appendix A – Personnel Costs Form

Total Category A

\$

28,608.55

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

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

Description:

Vendor:

☐ Attach Quote and mark with letter B

Total Category B

\$

FY 2025 SUPPORT AND INCENTIVE GRANT

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

E. Console Furniture and Dispatcher Chairs

Description(s):

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

Have you previously applied for funding for dispatcher chairs?

If so, grant what year?

Are they under warranty?

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

Vendor(s):

☒ Attach Quote and mark with letter E

Total Category E

\$ 850.00

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

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

Description:

Vendor:

☐ Attach Quote and mark with letter F

Total Category F

\$

Attachment: FY25 Support and Incentive Grant -Police (Grants Received-Police)

E

Evans Consoles Inc.

305 E Wall St
 Grapevine, TX 76051 US
 (503) 313-4348
 zfazalbhoy@evansonline.com
 www.evansonline.com

**INVOICE**

BILL TO
 Chief Eric Shears
 Merrimac Police Department,
 2 Jana Way
 Merrimac, MA 01860
 eshears@merrimacpolice.org

SHIP TO
 Chief Eric Shears
 Merrimac Police Department,
 2 Jana Way
 Merrimac, MA 01860
 eshears@merrimacpolice.org

INVOICE U37085
DATE 04/11/2024
TERMS Net 30
DUE DATE 05/11/2024

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOU
	Public Safety- Console Cleaning and preventative Maintenance Agreement	Preventative Maintenance and Console Cleaning Agreement with EvansCare- Estimate includes one time cleaning. Console cleaning is performed on-site while center stays live. Service is conducted in as quiet as possible manner using vacuums modified with mufflers and grade 5 HEPA filters. Included in this service is our preventative maintenance and repair of any brand of console. Console will be inspected and preventative maintenance such as hinge adjustments, tightening screws, leveling, and minor touch ups will be performed to lessen the likelihood of a possible breakdown ensuring that the console functions at its optimum level of performance.	2	425.00	850.

BALANCE DUE**\$850.00**

Remit to:
 305 East Wall Street
 Grapevine, TX 76051
 Page 1 of 1

Attachment: FY25 Support and Incentive Grant -Police (Grants Received-Police)

FY 2025 SUPPORT AND INCENTIVE GRANT

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

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

Description(s):

Toshiba Studio 4515ac copier/scanner/fax, lease for 9 months @ approximately \$123.00 per month = \$1107.00 Copier is located just outside Dispatch and is used for receiving faxed paperwork, allowed scanning for dispatch documents including Q/A reports and copying dispatch documents. Additional charges are listed on page two which are for ink usage. Amount varies every month depending on usage.

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

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

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

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

Vendor(s): Toshiba, Staples, HP

☒ Attach Quote and mark with letter G

Total Category G

\$	1,512.45
----	-----------------

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

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

Attachment: FY25 Support and Incentive Grant -Police (Grants Received-Police)

G

Customer Care

Hours of Operation
M-F, 7am - 6pm CTTelephone
877-222-5617Payments
Toshiba America Business
Solutions Inc
PO Box 070241
Philadelphia, PA 19176-0241Email
customerservice@financialservicing.netOnline Services
<https://onlinemyaccounts.com>Police Department
2 Jana Way
Merrimac, MA 01860-2502used as
Reference Quote
Page 1 of 1
Invoice Summary

Contract Number	450-0115632-0
Customer Number	30046397
Invoice Number	50305975
Due Date	08/15/20
Invoice Date	07/15/20
Total Due	\$123.0

Last Payment \$200.61
posted on 06/02/2024

Important Messages

This invoice represents current charges only and does not include previously invoiced and unpaid charges.

Summary of Charges

Contract Number	Item Description	Amount	Tax	Item Total	Due Date	Subtot
450-0115632-000	Minimum Payment	123.00		123.00	08/15/2024	\$123.0
Coverage Period 07/15/2024-08/14/2024						
Cont #140604, State Cont #ITC8						
450-0115632-000 Total Charges:						\$123.0

Detach and return the bottom remittance portion with your payment. Include invoice number on check.

Customer Care
PO Box 3072
Cedar Rapids, IA 52406-3072

Contract Number	450-0115632-000	Due Date	08/15/20
Invoice Number	5030597584	Invoice Date	07/15/20
		Total Due	\$123.0

Amount Enclosed \$

Please make check payable to:

Police Department
2 Jana Way
Merrimac, MA 01860-2502Toshiba America Business Solutions Inc
PO Box 070241
Philadelphia, PA 19176-0241

0000005030597584450500000012300202408150000000123004

Attachment: FY25 Support and Incentive Grant -Police (Grants Received-Police)

Invoice Number 5030597584
Customer Number 3004639776

Asset Details Display

Contract Number	Asset Description	Model Serial Number/VIN	Location	Item Description	Due Date	Amount	Tax	Total
450-0115632-000 Cont #140604, State Cont #ITC8	Toshiba Copier	e-STUDIO4525AC SCSHN64277	2 Jana Way Merrimac, MA 01860-2502	Minimum Payment	08/15/2024	\$123.00		\$123.00
Asset Total						\$123.00	0.00	\$123.00
450-0115632-000 Total Charges:								\$123.00
Invoice Total:								\$123.00

Shop HP Ink & Toner

C1131839, Town Of Merrimac Police |

2 Jana Way, Merrimac

G

[< return to search results](#)

HP 58A (CF258A) Toner Cartridge, Black
Item: HEWCF258A

4.3 51 Ratings

Next Business Day Delivery

- HP 58 toner cartridges work with:
- HP Laserjet Pro M404dn, M404dw, M404n, M428dw, M428fdn, M428fdw
- Page Yield (Approx.): 3,000 pages
- What's in the box: Toner cartridge; Recycling guide

\$86.65

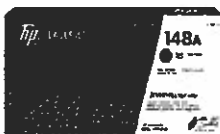
QTY Price
101+ \$84.92/EA

QTY **ADD TO CART**
Add To List

Note

[enlarge image](#)

YOU MAY ALSO LIKE...



HP 148A (W1480A)
Black Original LaserJet
Toner Cartridge

\$83.30/EA**SHOP**

HP 26A (CF226A)
Toner Cartridge, Black

\$103.59/EA**SHOP**

HP 90A (CE390A)
Toner Cartridge, Black

\$155.38/EA**SHOP**

HP 30A (CF230A)
Toner Cartridge, Black

\$56.24/EA**SHOP**

HP 202A (CF500A)
Toner Cartridge, Black

\$54.18/EA**SHOP**

Product information provided by the Manufacturer

Attachment: FY25 Support and Incentive Grant -Police (Grants Received-Police)

WHO BET
W.B. MASON

Shipping Info & Order #

G

C1131839, Town Of Merrimac Police [

2 Jana Way, Merrimac

< return to search results

FLAGSHIP
BRIGHT

\$48.50

QTY **ADD TO CA**

Add To List

Note

Flagship Bright Premium Bright Copy Paper, 98 Bright,
20 lb, 8.5" x 11", White, 500 Sheets/Ream, 10
Reams/Carton

Item: WBM97200

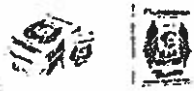
0.0 No Ratings

Next Business Day Delivery

- Acid-free, so documents won't yellow or fade over time
- For use in inkjet and laser printers, fax machines and copiers



enlarge image



YOU MAY ALSO LIKE...



Scott Pro Hard Roll
Paper Towels, 1.75"
Blue Core, White, 900
ft. Per Roll, 6...

\$74.89/CT

SHOP



Blizzard Blinding White
Copy Paper, 98 Bright,
20 lb, 8.5" x 11", White,
500 Sheets/Ream, 1...

\$54.49/CT

SHOP



Heritage LLDPE Can
Liners, 33 Gallon, 33 in
W x 39 in L, 0.65 Mil,
Clear, 250/Cartron

\$41.99/CT

SHOP



Boardwalk High-
Density Can Liners, 45
gal, 11 microns, 40" x
46", Natural,...

\$56.20/CT

SHOP



Marcal PRO 100%
Recycled C-Fold Paper
Towels, White, 1-Ply,
10 1/4" x 12 4/5",...

\$24.00/CT

SHOP

Product Details Description Warranty Information

Attachment: FY25 Support and Incentive Grant -Police (Grants Received-Police)



Commonwealth of Massachusetts CONTRACTOR AUTHORIZED SIGNATORY LISTING

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

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

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

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

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

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

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

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

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

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

Signature 	Date 10/7/2024
Print Name Chris Manni	Phone Number 978-346-8861
Title Chairman Board of Selectmen	Email Address selectmen@townofmerrimac.comTown of Merrimac

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

FY 2025 SUPPORT AND INCENTIVE GRANT



Commonwealth of Massachusetts CONTRACTOR AUTHORIZED SIGNATORY FORM

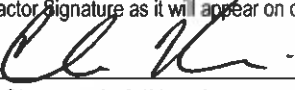
This form is jointly issued and published by the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default form for all Commonwealth Departments when another form is not prescribed by regulation or policy.

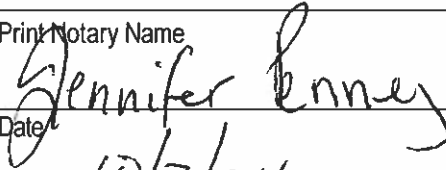
Notarized Signature for Individual, Sole-Proprietor or Single Member LLC (must match Form W-9 tax classification)

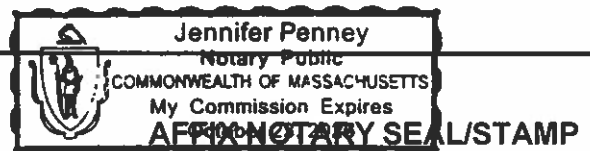
Contractor Legal Name Town of Merrimac	Contractor Vendor/Customer Code (if available, not the Taxpayer Identification Number) VC6000191880
--	--

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

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

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

Certificate of Acknowledgement of Notary Public	
Before me, the undersigned notary public, the above named individual proved to me through satisfactory evidence of identification, to be the person whose name is signed above and acknowledged to me that (he)/(she) signed for its stated purpose.	
Print Notary Name 	Notary Signature (ink on paper) 
Date 10/7/24	My commission expires on



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

Attachment: FY25 Support and Incentive Grant -Police (Grants Received-Police)

FY 2025 SUPPORT AND INCENTIVE GRANT



Commonwealth of Massachusetts

CONTRACTOR AUTHORIZED SIGNATORY FORM

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

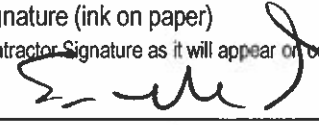
Notarized Signature for Individual, Sole-Proprietor or Single Member LLC

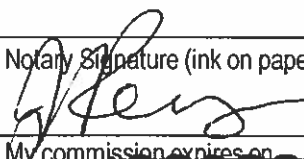
(must match Form W-9 tax classification)

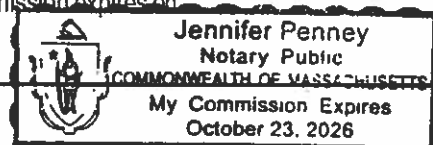
Contractor Legal Name Town of Merrimac	Contractor Vendor/Customer Code (if available, not the Taxpayer Identification Number) VC6000191880
--	---

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

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

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

Certificate of Acknowledgement of Notary Public	
Before me, the undersigned notary public, the above named individual proved to me through satisfactory evidence of identification, to be the person whose name is signed above and acknowledged to me that (he)/(she) signed for its stated purpose.	
Print Notary Name Jennifer Penney	Notary Signature (ink on paper) 
Date 10/7/24	My commission expires on October 23, 2026



AFFIX NOTARY SEAL/STAMP

Attachment: FY25 Support and Incentive Grant -Police (Grants Received-Police)

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



The Commonwealth of Massachusetts
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
STATE 911 DEPARTMENT
 151 Campanelli Drive, Suite A ~ Middleborough, MA 02346
 Tel: 508-828-2911 ~ TTY: 508-947-1455
www.mass.gov/e911



MAURA T. HEALEY
 Governor

TERRENCE M. REIDY
 Secretary

KIMBERLEY DRISCOLL
 Lieutenant Governor

FRANK POZNIAK
 Executive Director

October 22, 2024

Chief Eric M. Shears
 Merrimac Police Department
 2 Jana Way
 Merrimac, MA 01860

Dear Chief Shears:

The Commonwealth of Massachusetts, State 911 Department would like to thank you for participating in the **FY2025 State 911 Department Training Grant Program**.

For your files, attached please find a copy of the executed contract and the final approved Personnel Cost Worksheet for your grant. Please note your contract start date is **October 22, 2024** and will run through June 30, 2025. Please keep in mind that there shall be no reimbursement for costs incurred prior to the effective date of the contract and all goods and services **MUST** be received on or before June 30, 2025.

Reimbursement requests should be submitted to the Department within **thirty (30) days** of the date on which the cost is incurred. We have made the request for payment forms available on our website www.mass.gov/e911. For any questions related to this process, please contact Angela Pilling at 508-821-7305. Please note that funding of reimbursement requests received more than one (1) month after the close of the fiscal year under which costs were incurred cannot be guaranteed.

If, in the future, you would like to make any changes to the authorized signatory, the contract manager, add personnel, or to request approval for trainings, please e-mail those proposed changes to 911DeptGrants@mass.gov. Grantees are strongly encouraged to submit final, year-end budget modification requests on or before March 31, 2025.

Sincerely,

Frank P. Pozniak
 Executive Director

cc: FY2025 Training Grant File

Attachment: FY25 Training Grant - Police (Grants Received-Police)

FY 2025 TRAINING GRANT

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: Town Of Merrimac (and d/b/a): Police Department		COMMONWEALTH DEPARTMENT NAME: State 911 Department MMARS Department Code: EPS	
Legal Address: (W-9, W-4): 4 School St, Merrimac, MA 01860		Business Mailing Address: 151 Campanelli Drive, Suite A, Middleborough, MA 02346	
Contract Manager: Chief Eric M Shears	Phone: 978-346-8321	Billing Address (if different):	
E-Mail: eshears@merrimacpolice.org	Fax: 978-346-0592	Contract Manager: Cindy Reynolds	Phone: 508-821-7299
Contractor Vendor Code: VC 6000191880		E-Mail: 911DeptGrants@mass.gov	Fax: 508-947-1452
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CT EPS GRNT	
		RFR/Procurement or Other ID Number: FY25 GRNT	
☒ NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☒ Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form, scope, budget) ☐ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		☐ CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20__. Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) ☐ Amendment to Date, Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): ☒ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services ☐ Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . ☐ Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <u>new</u> total if Contract is being amended): \$ <u>21,699.12</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: ☒ agree to standard 45 day cycle ___ statutory/legal or Ready Payments (M.G.L.c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Contract is for the reimbursement of funds under the State 911 Department FY 2025 Training Grant as authorized and awarded in compliance with the grant guidelines and the grantee's approved application.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ☒ 1. may be incurred as of the Effective Date (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. ☐ 2. may be incurred as of _____, 20__, a date <u>LATER</u> than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. ☐ 3. were incurred as of _____, 20__, a date <u>PRIOR</u> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2025</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>10/8/24</u> (Signature and Date Must Be Captured at Time of Signature) Print Name: <u>Eric M. Shears</u> Print Title: <u>Chief of Police</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>10/22/24</u> (Signature and Date Must Be Captured at Time of Signature) Print Name: <u>Frank Pozniak</u> Print Title: <u>Executive Director</u>	

7.3.b

All Cells

✓ 04

Merrimac Police Department

{List Personnel in Alphabetical Order by Last Name}

[illegible]

Attachment: FY25 Training Grant - Police (Grants Received-Police)

FY 2025 TRAINING GRANT

RECEIVED

OCT 10 2024

Name of Eligible Entity / PSAP / RECC

Address

City/Town/Zip

Telephone Number

Fax Number

Website

Town of Merrimac Police Department

2 Jana Way

Merrimac, MA 01860

978-346-8321

978-346-0592

www.merrimacpolice.org

Name & Title of Authorized Signatory

Telephone Number

Email Address

Eric M Shears, Chief of Police

978-346-8321

eshears@merrimacpolice.org

Name & Title Grant Contract Manager

Telephone Number

Email Address

Eric M Shears, Chief of Police

978-346-8321

eshears@merrimacpolice.org

Total Grant Program Funds Requested

\$21,699.12 ^{OK}
~~\$21,987.60~~

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

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



APCO



PowerPhone



Priority Dispatch

OR

Utilizing the following Certified EMD Resource: _____

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



APCO



PowerPhone



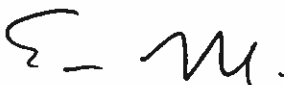
Priority Dispatch

Authorization and Certification

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

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

Signed under the penalties of perjury this 5th day of October, 2024.



ORIGINAL SIGNATURE OF AUTHORIZING SIGNATORY

Attachment: FY25 Training Grant - Police (Grants Received-Police)

BUDGET NARRATIVE

- A. **Fees** – Fees associated with attendance at approved live or online 911 training courses, including certifications/recertification for certified Telecommunicators to include 16 hours of continued education or for those working toward certification. Add the **Total Vendor Fees** from the **Personnel Costs Worksheet(s)** and the total Membership & Conference Fees below to get the total for Category A.

For Membership fees, list the name and amount for each below.

Membership Fees:

For Conference fees, list the name of the conference, number attending and the amount for each conference below.

Conference Fees:

Total Category A

\$7,484.00

- B. **Personnel Costs** – Straight time or overtime expenses for participants or replacement/backfill (who are certified telecommunicators), to cover participant class hours but not both. Add the **Total Salary** column(s) from the **{{REQUIRED}}** **Personnel Costs Worksheet(s)** and enter below.

Total Category B

\$14,215.12

- C. **Training Materials and Other Products** – Funding may be authorized for the purchase, installation, replacement, maintenance, and/or upgrade of software and other products related to the certification and training of enhanced 911 telecommunicators, including but not limited to, call handling guide cards, call handling software, skill and ability pre-employment testing software, and additional related training materials such as books and manuals. In addition, funding not to exceed \$2,500 may be authorized for the purchase of skill and ability software/programs/subscriptions utilized by a PSAP to enhance the skill set of its certified telecommunicators.

Description:

Attach quote for this category

Total Category C

\$

- D. **Lodging** – Enter the lodging expenses to include the number of people and number of nights for two (2) or more consecutive days of training (not to include the night prior to the training) and the distance of which is equal to or greater than ninety (90) miles away from where travel originates. NOTE: Lodging for conferences is not eligible.

Description:

Total Category D

\$

- E. **Mileage** – Funding may be authorized for the payment of mileage when an employee utilizes his/her personal vehicle to attend eligible trainings. Mileage, where applicable, will be verified utilizing a recognized mileage guide such as Google Maps. Eligible mileage will be calculated by determining the round-trip mileage from the PSAP to the training location, rounded to the nearest mile. Other expenses associated with travel, such as tolls and parking, may also be eligible. **If requesting funding under this category, applicant must provide its employment Agreement.**

Description: Show your calculation below for the amount you are requesting or use an additional sheet of paper.

Total Category E

\$

Attachment: FY25 Training Grant - Police (Grants Received-Police)



Commonwealth of Massachusetts

CONTRACTOR AUTHORIZED SIGNATORY LISTING

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

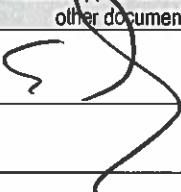
Signature for Corporation (C or S), Partnership, Trust/Estate, Limited Liability Company (must match Form W-9 tax classification)

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

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

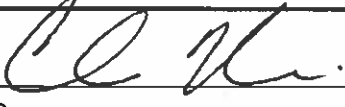
For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public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

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

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

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

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

Signature 	Date <u>10/7/2024</u>
Print Name Chris Manni	Phone Number 978-346-8861
Title Chairman Board of Selectmen	Email Address selectmen@townofmerrimac.com

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



Commonwealth of Massachusetts

CONTRACTOR AUTHORIZED SIGNATORY FORM

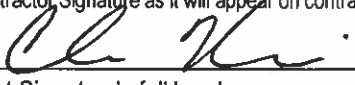
This form is jointly issued and published by the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default form for all Commonwealth Departments when another form is not prescribed by regulation or policy.

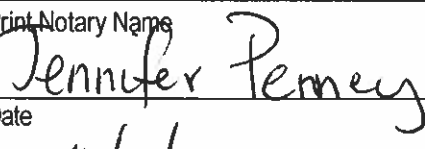
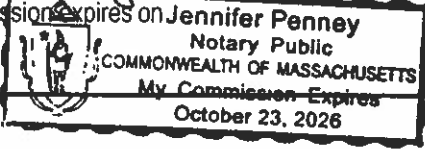
Notarized Signature for Individual, Sole-Proprietor or Single Member LLC (must match Form W-9 tax classification)

Contractor Legal Name Town of Merrimac	Contractor Vendor/Customer Code (if available, not the Taxpayer Identification Number) VC6000919880
---	---

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

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

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

Certificate of Acknowledgement of Notary Public	
Before me, the undersigned notary public, the above named individual proved to me through satisfactory evidence of identification, to be the person whose name is signed above and acknowledged to me that (he)/(she) signed for its stated purpose.	
Print Notary Name 	Notary Signature (ink on paper) 
Date 10/7/24	My commission expires on Jennifer Penney Notary Public COMMONWEALTH OF MASSACHUSETTS My Commission Expires October 23, 2026 

AFFIX NOTARY SEAL/STAMP

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



Commonwealth of Massachusetts

CONTRACTOR AUTHORIZED SIGNATORY FORM

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

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

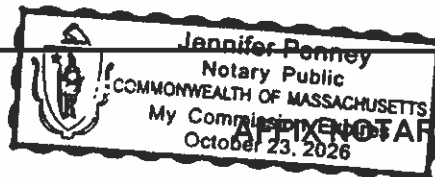
Contractor Legal Name Town of Merrimac	Contractor Vendor/Customer Code (if available, not the Taxpayer Identification Number) VC 8000919880
---	--

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

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

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

Certificate of Acknowledgement of Notary Public	
Before me, the undersigned notary public, the above named individual proved to me through satisfactory evidence of identification, to be the person whose name is signed above and acknowledged to me that (he)/(she) signed for its stated purpose.	
Print Notary Name Jennifer Penney	Notary Signature (ink on paper)
Date 10/2/24	My commission expires on



NOTARY SEAL/STAMP

Attachment: FY25 Training Grant - Police (Grants Received-Police)

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



The Commonwealth of Massachusetts
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
STATE 911 DEPARTMENT
 151 Campanelli Drive, Suite A ~ Middleborough, MA 02346
 Tel: 508-828-2911 ~ TTY: 508-947-1455
www.mass.gov/e911



MAURA T. HEALEY
 Governor

TERRENCE M. REIDY
 Secretary

KIMBERLEY DRISCOLL
 Lieutenant Governor

FRANK POZNIAK
 Executive Director

October 15, 2024

Chief Eric M. Shears
 Merrimac Police Department
 2 Jana Way
 Merrimac, MA 01860

Dear Chief Shears:

The Commonwealth of Massachusetts, State 911 Department would like to thank you for participating in the **FY2025 State 911 Department Emergency Medical Dispatch Grant Program**.

For your files, attached please find a copy of the executed contract for your grant. Please note your contract start date is **October 15, 2024** and will run through June 30, 2025. Please keep in mind that there shall be no reimbursement for costs incurred prior to the effective date of the contract and all goods and services **MUST** be received on or before June 30, 2025.

Please note personnel costs related to EMD quality assurance for full-time employees must be for overtime hours and part-time/per-diem employees are eligible for straight time hours. Reimbursement requests should be submitted to the Department within **thirty (30) days** of the date on which the cost is incurred. We have made the request for payment forms available on our website www.mass.gov/e911. For any questions related to this process, please contact Angela Pilling at 508-821-7305. Please note that funding of reimbursement requests received more than one (1) month after the close of the fiscal year under which costs were incurred cannot be guaranteed.

If, in the future, you would like to make any changes to the authorized signatory, the contract manager and/or the budget worksheet, please e-mail those proposed changes to 911DeptGrants@mass.gov. Grantees are strongly encouraged to submit final, year-end budget modification requests on or before March 31, 2025.

Sincerely,

Frank P. Pozniak
 Executive Director

cc: FY2025 Emergency Medical Dispatch Grant File

Attachment: FY25 EMD Grant - Police (Grants Received-Police)

FY 2025 Emergency Medical Dispatch Grant

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: Town of Merrimac (and d/b/a): Merrimac Police Department Legal Address: (W-9, W-4): 4 School St Merrimac, MA, 01860 Contract Manager: Chief Eric M Shears Phone: 978-346-8321 E-Mail: eshears@merrimacpolice.org Fax: 978-346-0592 Contractor Vendor Code: VC 6000191880 Vendor Code Address ID (e.g. "AD001"): AD 001 (Note: The Address ID must be set up for EFT payments.)		COMMONWEALTH DEPARTMENT NAME: State 911 Department MMARS Department Code: EPS Business Mailing Address: 151 Campanelli Drive, Suite A, Middleborough, MA 02346 Billing Address (if different): Contract Manager: Cindy Reynolds Phone: 508-821-7299 E-Mail: 911DeptGrants@mass.gov Fax: 508-947-1452 MMARS Doc ID(s): CT EPS EMDG RFR/Procurement or Other ID Number: FY25 EMDG	
<u>X</u> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☒ Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form, scope, budget) ☐ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<u> </u> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: <u> </u> , 20 <u> </u> . Enter Amendment Amount: \$ <u> </u> (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): <u>X</u> Commonwealth Terms and Conditions <u> </u> Commonwealth Terms and Conditions For Human and Social Services <u> </u> 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) \$ <u>1923.32</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u> </u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % PPD. If PPD percentages are left blank, identify reason: <u>X</u> agree to standard 45 day cycle <u> </u> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <u> </u> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Contract is for the reimbursement of funds under the State 911 Department FY 2025 Emergency Medical Dispatch Grant as authorized and awarded in compliance with the grant guidelines and the grantee's approved application.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <u>X</u> may be incurred as of the Effective Date (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. ☐ 2. may be incurred as of <u> </u> , 20 <u> </u> , a date <u>LATER</u> than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. ☐ 3. were incurred as of <u> </u> , 20 <u> </u> , a date <u>PRIOR</u> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2025</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>10-8-24</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Eric Shears</u> Print Title: <u>Chief of Police</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>10/15/24</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Frank Pozniak</u> Print Title: <u>Executive Director</u>	

FY 2025 EMERGENCY MEDICAL DISPATCH GRANT

Name of Eligible Entity / PSAP / RECC

Address

City/Town/Zip

Telephone Number

Fax Number

Website

Town of Merrimac, Police Department

2 Jana Way

Merrimac, MA 01860

978-346-8321

978-346-0592

www.merrimacpolice.org

RECEIVE

OCT 10 2024

STATE 911 DEPARTMENT

Name & Title of Authorized Signatory

Telephone Number

Email Address

Eric M Shears, Chief of Police

978-346-8321

eshears@merrimacpolice.org

Name & Title Grant Contract Manager

Telephone Number

Email Address

Eric M Shears, Chief of Police

978-346-8321

eshears@merrimacpolice.org

Total Grant Program Funds Requested \$ 1,923.32

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

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



APCO



PowerPhone



Priority Dispatch

OR

Utilizing the following Certified EMD Resource: _____

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



APCO



PowerPhone



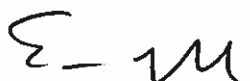
Priority Dispatch

Authorization and Certification

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

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

Signed under the penalties of perjury this 8th day of October, 2024.



ORIGINAL SIGNATURE OF AUTHORIZING SIGNATORY

Attachment: FY25 EMD Grant - Police (Grants Received-Police)

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

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

Attachment: FY25 EMD Grant - Police (Grants Received-Police)



Commonwealth of Massachusetts CONTRACTOR AUTHORIZED SIGNATORY LISTING

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

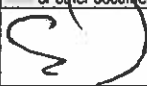
Signature for Corporation (C or S), Partnership, Trust/Estate, Limited Liability Company (must match Form W-9 tax classification)

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

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

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

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

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

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

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

Signature 	Date 10/7/2024
Print Name Chris Manni	Phone Number 978-346-8861
Title Chairman Board of Selectmen	Email Address selectmen@townofmerrimac.com

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



Commonwealth of Massachusetts

CONTRACTOR AUTHORIZED SIGNATORY FORM

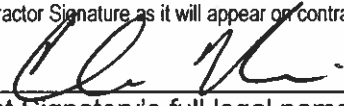
This form is jointly issued and published by the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default form for all Commonwealth Departments when another form is not prescribed by regulation or policy.

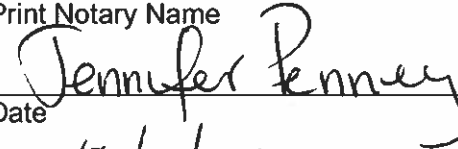
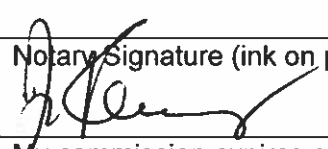
Notarized Signature for Individual, Sole-Proprietor or Single Member LLC (must match Form W-9 tax classification)

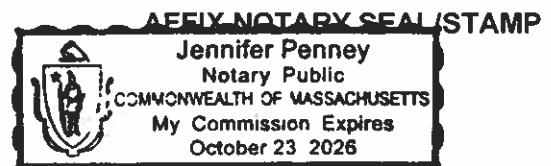
Contractor Legal Name Merrimac Police Department	Contractor Vendor/Customer Code (if available, not the Taxpayer Identification Number) VC 6000191880
--	--

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

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

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

Certificate of Acknowledgement of Notary Public	
Before me, the undersigned notary public, the above named individual proved to me through satisfactory evidence of identification, to be the person whose name is signed above and acknowledged to me that (he)/(she) signed for its stated purpose.	
Print Notary Name 	Notary Signature (ink on paper) 
Date 10/7/24	My commission expires on



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

Attachment: FY25 EMD Grant - Police (Grants Received-Police)



Commonwealth of Massachusetts

CONTRACTOR AUTHORIZED SIGNATORY FORM

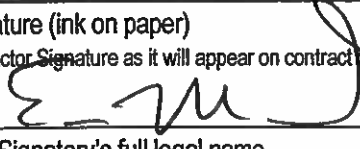
This form is jointly issued and published by the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default form for all Commonwealth Departments when another form is not prescribed by regulation or policy.

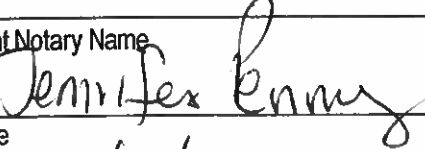
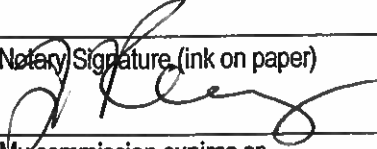
Notarized Signature for Individual, Sole-Proprietor or Single Member LLC (must match Form W-9 tax classification)

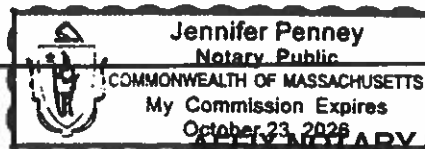
Contractor Legal Name Town of Merrimac	Contractor Vendor/Customer Code (if available, not the Taxpayer Identification Number) VC6000191880
--	---

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

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

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

Certificate of Acknowledgement of Notary Public	
Before me, the undersigned notary public, the above named individual proved to me through satisfactory evidence of identification, to be the person whose name is signed above and acknowledged to me that (he)/(she) signed for its stated purpose.	
Print Notary Name 	Notary Signature (ink on paper) 
Date 10/7/24	My commission expires on October 23, 2026



NOTARY SEAL/STAMP

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



Merrimac Select Board

2 School Street

Merrimac, MA 01860

SCHEDULED

Meeting: 11/18/24 07:00 PM

Department: Merrimac Select Board

Category: Grant

Prepared By: Jennifer Penney

Initiator: Jennifer Penney

Sponsors:

CORRESPONDENCE (ID # 8933)

DOC ID: 8933

Georgetown Groveland Merrimac and Amesbury Fire Departments Receive \$614728 from FEMA Assistance To

Georgetown Fire Department

Matt McKay, Fire Chief

47 Central St.

Georgetown, MA 01833



Groveland Fire Department

Robert Valentine, Fire Chief

181 Main St.

Groveland, MA 01834



Merrimac Fire Department

Larry Fisher, Fire Chief

16 East Main St.

Merrimac, MA 01860



Amesbury Fire Department

James Nolan, Fire Chief

17 School St.

Amesbury, MA 01913



FOR IMMEDIATE RELEASE

Tuesday, Nov. 12, 2024

Media Contact: Kayla Rochon

Phone: (617) 993-0003

Email: kayla@jgpr.net

Georgetown, Groveland, Merrimac, and Amesbury Fire Departments Receive \$614,728 from FEMA Assistance to Firefighters Grant

GEORGETOWN — Georgetown Fire Chief Matt McKay, Groveland Fire Chief Robert Valentine, Merrimac Fire Chief Larry Fisher, and Amesbury Fire Chief James Nolan are pleased to share that the Georgetown, Groveland, Merrimac, and Amesbury Fire Departments received a joint federal assistance grant for equipment.

The four fire departments received a joint grant of \$614,728 from the Federal Emergency Management Agency's (FEMA) Assistance to Firefighters Grant program.

The funding will be used to purchase equipment such as portable radios and accessories including microphones, batteries, and chargers. The new equipment will

replace old or failing radios. The decision was made to purchase the radios based on the needs of the communities.

The new portable radios will be able to receive and transmit communications on multiple radio bands where older technologies could only operate on one, making interoperability with inter-agency and mutual aid partners more accessible. They also offer the newest technology and security features, which are imperative for critical incidents. The portable radios are vital to firefighting operations and the safety of firefighters and the community at large.

As part of the grant funding program, each community is responsible for providing a 10 percent match toward their share of the equipment cost.

The joint grant application was written by Amesbury Deputy Fire Chief Rob Serino and Georgetown Fire Lt. Brian Belfiore.

About FEMA Assistance to Firefighters Grants

Assistance to Firefighters Grants is allocated to fire departments nationally to fund and aid the firefighting and emergency response needs of fire departments and non-affiliated emergency medical service organizations. These federal grants help firefighters and other first responders obtain critically needed equipment, protective gear, emergency vehicles, training, and other resources necessary for protecting the public and emergency personnel from fire and related hazards.

For more information about FEMA Assistance to Firefighter Grants, click [here](#).

###

A message from the Georgetown, Groveland, Merrimac, Amesbury Fire Departments

John Guilfoil Public Relations, P.O. Box 22, Georgetown, MA 01833, United States, (617) 993-0003

[Unsubscribe](#) [Manage preferences](#)

From: [Larry Fisher](#)
To: [Jennifer Penney - Select Board \(X3080\)](#)
Cc: [Carol McLeod - Finance \(X3040\)](#); [Anne Jim - Accounting \(X3005\)](#); [Chris Manni - Chairman](#); [Robert Gustison II - Select Board Member](#)
Subject: Regional Radio grant
Date: Tuesday, November 12, 2024 11:07:14 AM
Attachments: [Georgetown Groveland Merrimac and Amesbury Fire Departments Receive \\$614728 from FEMA Assistance to Firefighters Grant.pdf](#)

Good morning,

Please see the attached release regarding our Regionally awarded Radio Grant. The Town of Georgetown is the host community and is graciously managing the fiduciary responsibilities which we should all be grateful for their willingness to assist in making this possible.

Thank you,

Larry S. Fisher
Fire Chief/ EMD

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

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



Merrimac Select Board

2 School Street

Merrimac, MA 01860

SCHEDULED

Meeting: 11/18/24 07:00 PM

Department: Merrimac Select Board

Category: Information

Prepared By: Jennifer Penney

Initiator: Jennifer Penney

Sponsors:

~~OLD BUSINESS (ID # 8931)~~

~~DOC ID: 8931~~

Letter to the Governor Response

From: [Rebecca Oldham](#)
To: [Jennifer Penney - Select Board \(X3080\)](#)
Subject: Re: Letter to the Governor
Date: Thursday, October 31, 2024 3:20:28 PM

Hi Jennifer,

I apologize for the delay in my response. I'm still waiting to hear back from the Chair regarding the request. There was some confusion about whether this was a 9C cut from the original budget or a shift from FY24 to FY25. I've provided the necessary information to the Chair, but I'm still awaiting her decision on whether she wants this added to the upcoming agenda.

Thank you for your patience, and I'll keep you updated as soon as I hear back.

Sincerely,
Rebecca

Rebecca Oldham | Town Administrator

Town of Groveland, 183 Main Street, Groveland, MA 01834

(978)556-7204 | ROldham@grovelandma.com | www.grovelandma.com

The Secretary of the Commonwealth's Office has determined that most e-mails to and from municipal offices and officials are public records. Consequently, confidentiality should not be expected.

From: Jennifer Penney - Select Board (X3080) <selectmen@townofmerrimac.com>
Sent: Monday, October 28, 2024 3:30 PM
To: Rebecca Oldham <ROldham@Grovelandma.com>
Subject: RE: Letter to the Governor

Hi Rebecca,

I'm following up on the Merrimac Select Board's email regarding the attached letter. Please let me know if Groveland is interested. Thank you.

Best,

Jennifer Penney

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

Attachment: Re_ Letter to the Governor (Letter to the Governor Response)

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: Jennifer Penney - Select Board (X3080)

Sent: Wednesday, September 25, 2024 2:35 PM

To: ROldham@grovelandma.com; townmanager@westnewbury.org

Subject: Letter to the Governor

Good afternoon,

The Select Board discussed sending the attached letter to the Governor's office. They asked me to reach out to see if your towns were interested in signing the letter as well. Please let me know, and we will add to the letter. Thanks very much.

Best,

Jennifer Penney

Executive Assistant

Notary Public

Office of the Select Board

Town of Merrimac

4 School St.

Merrimac, MA 01860

P: 978-346-8862

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

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

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

Notice:

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

Attachment: Re_ Letter to the Governor (Letter to the Governor Response)



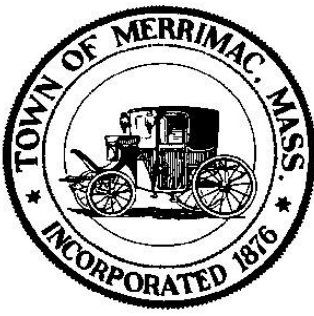
Agenda Item
Finance
11/18/24

Town Administrator's Report

Subject:

Attachments:

11-12-2024 - Town Administrator's Report



MEMO

DATE: 11/12/2024

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

-
1. **FY2025 Tax Rate Update** –The Assessors are holding the Tax Classification Hearing at your November 18th Meeting, after which we should be able to submit the tax rate on November 19th.
 2. **PRSD Regional Agreement Update** – The Town managers, Town Administrators and the Superintendent met on Tuesday the 12th to discuss among other items, the redlines on the Regional Agreement.

The goal of the meeting on the 26th, after the State of the School is to agree on the following areas:

- Housekeeping;
- Substantive, but broadly agreed; or
- Substantive, and may reflect areas of disagreement (or, at least, lack of clarity or shared understanding) among the towns

I will have the final redline version available later this week, so you can review and make any comments prior to the meeting. Chris Manni generally chairs the meeting; Angus is willing to take the lead if Chris is not comfortable leading.

3. **FY2026 Budget Outlook** – As per attached last meeting, my annual review of the upcoming budget season. Please review and prepare your priorities for the next meeting on Nov 18th – so that I can prepare the budget documents with the recommendations to the Department Heads in late November.
4. **Town Hall Hours Discussion** – In preparation for the discussion on Town Hall hours I am providing some information and history of the change, so you all have the full picture.
 - **On 6/5/2019** – In order to meet the repeated demands by residents for business hours after work, I suggested standardizing Town Hall Hours. The proposed hours for Town Hall remain unchanged at 35 hours. The employees who interface with the public, except the Tax Office, are compensated 35 hours per week and others based on 40 hours work remotely on Fridays to fulfil their required hours. The model of standardizing work hours has afforded a much safer work environment where no one needs to fear working alone. Anyone working outside of the standard hours in the building, does so freely in a secured building.

- The Select Board voted to try this on a 3-month trial basis, and sought public input. No public input was received.
- **On 10/31/2019** – I reported that “We met as a group to discuss the Town Hall hours, after much discussion it was decided that we would ask the Board for the Town Hall hours to be **changed permanently to Monday 8 AM - 7 PM and Tuesday - Thursday 8 AM - 4 PM.** On Monday holidays employees will use vacation time or makeup their time for the additional hours not worked.” The Select Board voted to approve the permanent change to Town Hall Hours.
- The Town Hall employees have been working this schedule for the past 5 years with not 1 official complaint filed at the Select Board’s Office.
- Per the Select Board’s policy, for matters to be taken up for discussion, complaints must be in writing.
- Currently the Police, Fire and most recently the Sewer Departments all work a 4-day work week.
- The discussion to return to a 5-day work week has employees troubled, since people have altered their personal schedules to accommodate the permanent change to a 4-day work week. Several employees were hired based upon this current schedule. This is employee’s livelihood, having this discussion come up periodically with new Select Board Members to the moral in Town Hall.
- All employees need to be treated with respect and equally across the board, the proposed change goes against this, and would be detrimental to the employees. The Town Hall members are a terrific team, with experience ranging from less than one year to close to 25 years, most juggling many responsibilities. The permanent adoption to the current 4-day work week not only supported employees with a greater work life balance, but this small incentive allowed Town Hall departments to recruit and retain qualified workers.
- The current schedule offers the public extended hours on Mondays to conduct business. Reverting to a 5-day work week would mean that the Tax Department is the single office open on Fridays, with the exception of the Town Clerk who is available by appointment only of Fridays, which is not only unfair, but also unsafe. I fail to see how this benefits the public.



Agenda Item
Public Works
11/18/24

Division of Ecological Restoration Culvert Replacement Municipal Assistance Grant Award Notice

Subject:

\$30,000 for Field Data Collection at the Church Street Culvert.

Attachments:

DER Grant Award Church Street Culvert 10.28.24

Merrimac FY25 CRMA_Contract & SOW



Massachusetts Department of Fish and Game

Division of Ecological Restoration

Invested in Nature and Community

Beth Lambert, Director
Hunt Durey, Deputy Director



Maura T. Healey
Governor
Kimberley Driscoll
Lieutenant Governor
Rebecca L. Tepper
Secretary
Thomas K. O'Shea
Commissioner

10/25/2024

Attn: Alyssa Sexton
2 School Street
Merrimac, MA 01860

Dear Alyssa Sexton,

Congratulations!

We are pleased to notify you that the Town of Merrimac has been selected to receive a grant through DER's Culvert Replacement Municipal Assistance grants towards field data collection to support the replacement of one culvert over Cobblers Brook.

Award amounts and additional details will be announced in the Commonwealth's forthcoming formal announcement. You will be receiving further instructions from Division of Ecological Restoration (DER) staff on next steps. Please feel free to contact Amber Carr, Ecological Restoration Grant Manager (DERculverts@mass.gov, 617-894-0642) if you have any questions regarding this award.

We congratulate you again on your award and are excited to work with you on this grant to collaboratively advance DER's mission to restore rivers, wetlands, and watersheds for the benefit of people, fish, and wildlife throughout the Commonwealth.

Sincerely,

Beth Lambert

Director, Division of Ecological Restoration



BOSTON — The Healey-Driscoll Administration today announced over \$2.4 million to support ecological restoration projects across Massachusetts. These projects, funded by the Department of Fish and Game's (DFG) Division of Ecological Restoration (DER), will strengthen community resilience to climate change, reduce flood risks, improve infrastructure and public safety, and restore crucial wildlife habitat and water quality.

"Funding restoration projects is key to building a climate-ready future," said **EEA Secretary Rebecca Tepper**. "These awards will support municipalities and partners in restoring healthy waterways and enhancing resilience against increased precipitation and extreme weather. For residents, that means cleaner water, lower flood risks, and safer communities ready to withstand the challenges ahead."

"Ecological restoration is a crucial piece of the puzzle for solving the interconnected crises of biodiversity loss and climate change," said **DFG Commissioner Tom O'Shea**. "By partnering with communities to upgrade culverts, we will reconnect habitats for fish and wildlife and boost public safety. These projects are a win-win for people and nature—we are proud to be ushering them along."

DER's Stream Continuity Program is awarding over \$2 million to 17 municipalities through the Culvert Replacement Municipal Assistance (CRMA) Grant Program and the Culvert Replacement Training Site Initiative. This funding will help municipalities replace outdated culverts with new, improved crossings. These upgrades will improve fish and wildlife passage, reduce flood risks, and improve public safety. The funding will also support DER's Culvert Replacement Training Site Initiative, which aims to build a network of

road managers skilled in replacing culverts that meet the Massachusetts Stream Crossing Standards. This will include training opportunities, site visits, and technical assistance. In August, DER [awarded](#) (/news/healey-driscoll-administration-awards-37-million-to-support-ecological-restoration-projects) \$2.1 million. Together, this amounts to nearly \$4.2 million invested in culvert replacement, small bridge improvements, and technical assistance in 2024.

DER is also awarding \$344,000 to two restoration projects through its Priority Projects Program. This program supports wetland and river restoration that will have the greatest benefit to the state ecologically, socially, and economically. Priority Projects underway include removal of aging, unsafe dams; restoration of freshwater wetlands in former cranberry farmlands; replacement and removal of undersized and degrading culverts; and restoration of tidal flow to degraded coastal habitats.

"We are proud to support these projects and work hand-in-hand with partners to achieve our shared restoration goals," said **DER Director Beth Lambert**. "We are excited to see communities tackle these much-needed projects and look forward to the many benefits ecological restoration will bring to Massachusetts' people and environment."

"The Herring River Estuary Restoration Project is a game-changer—evolving from a visionary concept on Cape Cod into one of the Northeast's most impactful environmental efforts," said **State Senator Julian Cyr (D-Cape & Islands)**. "Restoring tidal flow to 890 acres of salt marsh will mean healthier waters, a huge boost in biodiversity, an investment in Wellfleet's storied aquaculture industry, and stronger defenses against coastal flooding. This isn't just restoration; it's innovation at work, thanks to an incredible partnership between local, state, and federal teams. With the Healey-Driscoll Administration's backing, we're setting a powerful precedent in ecological restoration that will resonate for generations, ensuring Cape Cod's natural treasures thrive for all who call it home or who simply love this place."

"I am pleased to see Dudley and Monson awarded these grants to ensure that culverts in the towns are restored," said **State Senator Ryan Fattman (R-Sutton)**. "Culverts are essential to ecological protection efforts and funds like these from the Department of Fish and Game allow local municipalities to participate in these efforts."

"Ecological restoration projects are crucial investments that will strengthen community infrastructure in the face of climate change-related threats," said **State Representative James Arena-DeRosa (D-Holliston)**. "Replacing these culverts will ensure healthier wildlife habitats and roadways, and I want to thank the Healey-Driscoll Administration and Secretary Tepper for awarding these funds to the Town of Hopkinton to address a key roadway prone to flooding."

The following 14 municipalities were awarded funding through DER's CRMA Grant Program:

Town of Becket; Center Pond Brook Culvert Replacement: \$65,000

- The Town of Becket will conduct field data collection and engineering/design work for the replacement of a deteriorated, undersized, and partially-collapsed culvert on Benton Hill Road over Center Pond Brook, a Coldwater Resource and a direct tributary to the West Branch Westfield River, a federally designated Wild and Scenic River.

Town of Buckland; Tributary to Deerfield River Culvert Replacements: \$87,770

- The Town of Buckland will conduct field data collection and engineering/design work to replace three deteriorated and undersized culverts, one of which failed during a storm event in 2023. These culverts are located on Elm Street over an unnamed tributary to the Deerfield River, a coldwater fish resource.

Town of Clarksburg; Bear Swamp Brook Culvert Replacement: \$180,000

- The Town of Clarksburg will conduct field data collection and engineering/design work to replace a deteriorating and undersized culvert on West Road over Bear Swamp Brook, a Coldwater Resource.

Town of Dudley; French River Tributary Culvert Replacement: \$20,000

- The Town of Dudley will conduct field data collection and engineering/design work to replace an undersized culvert over a tributary to the French River on New Boston Road, a primary access road for the Town.

Town of Hancock; Kinderhook Creek Culvert Replacement: \$71,000

- The Town of Hancock will conduct field data collection and engineering/design work to replace a deteriorated and undersized culvert on Kinderhook Creek, which converges with Jones Brook and Rathurn Brook and turns into a Coldwater Resource before eventually flowing into the Hudson River.

Town of Leominster; Haynes Brook and Slack Brook Culvert Replacements: \$250,000

- The Town of Leominster will conduct field data collection to assess the replacement of three deteriorated and undersized culverts on Elm Street, Exchange Street, and Kingman Drive over Slack Brook and Haynes Brook, a Coldwater Resource.

Town of Leyden; Hibbard Brook Culvert Replacement: \$126,600

- The Town of Leyden will conduct field data collection and engineering/design work to replace a deteriorated and undersized culvert that currently experiences frequent overflows during storms on West Leyden Road over Hibbard Brook, a Coldwater Resource.

Town of Merrimac; Cobblers Brook Culvert Replacement: \$30,000

- The Town of Merrimac will conduct field data collection to assess a deteriorated and undersized culvert on Church Street over Cobblers Brook, which is located within an area of important habitat.

Town of Monson; Twelvemile Brook Culvert Replacements: \$83,500

- The Town of Monson will conduct field data collection and design/engineering work to replace two undersized culverts on Nieske Road and Reimers Road over Twelvemile Brook and a tributary, where flooding has been an issue. The stream has also been identified as a Coldwater Fisheries Resource and is a priority habitat area for rare species.

Town of New Marlborough; Tributary of Umpachene River Culvert Replacement: \$72,850

- The Town of New Marlborough will conduct field data collection and engineering/design work to replace a deteriorated and undersized culvert on Canaan Southfield Road over North Meadow Brook, which is an important habitat for rare species.

Town of Pepperell; Sucker Brook Culvert Replacements: \$125,000

- The Town of Pepperell will conduct design and engineering work to replace two undersized culverts on Sartell Street and Sheffield Street over Sucker Brook, a Coldwater Fisheries Resource.

Town of Southborough; Willow Street Culvert Replacements: \$220,400

- The Town of Southborough will conduct field data collection and engineering/design work to replace two deteriorated, undersized, and perpetually clogged culverts on Willow Street over an unnamed stream.

Town of Tyngsborough; North Meadow Brook Culvert Replacements: \$370,000

- The Town of Tyngsborough will conduct field data collection and engineering/design work for two deteriorated and undersized culverts on Dunstable Road and Red Gate Road over North Meadow Brook, an important habitat for rare species.

Town of Washington; Johnson Hill Road Culvert Replacement: \$62,000

- The Town of Washington will conduct field data collection, design and engineering, and permitting activities to replace a deteriorated and undersized culvert on Johnson Hill Road over a tributary to the West Branch of Westfield River, which is important habitat for rare species.

The following three projects were awarded funding through DER's Culvert Replacement Training Site Initiative:

Town of Hopkinton; Unnamed Tributary to Whitehall Brook Culvert Replacements: \$115,000

- The Town of Hopkinton will conduct field data collection work to replace two undersized and deteriorating culverts on Fruit Street over an unnamed tributary to Whitehall Brook, which is important habitat and where flooding has been an issue.

Town of Longmeadow; Longmeadow Brook Culvert Replacement: \$75,000

- The Town of Longmeadow will conduct field data collection to replace a culvert on the West Road trail in the Frannie Sebbins Wildlife Refuge over Longmeadow Brook, a Coldwater Fisheries Resource and priority habitat.

Town of Palmer; Ware River Tributary Culvert Replacements: \$105,000

- The Town of Palmer will complete preliminary design & engineering work to replace two undersized and deteriorating culverts on Bacon Road and West Ware Road over an unnamed tributary to the Ware River, which is important habitat and where flooding has been an issue.

The following two projects were awarded funding through DER's Priority Projects Program:

Herring River Estuary Restoration Project; Friends of Herring River: \$144,000

- The Herring River Estuary Restoration project is one of the largest tidal estuary restorations ever undertaken in Massachusetts and the North Atlantic coastal region. It will restore approximately 890 acres of degraded salt marsh and estuarine habitats, a significant area of shellfish habitat, and improve access for fish to hundreds of acres of ponds. This award will support administrative, technical, regulatory compliance, outreach/communications, monitoring, and project coordination tasks as construction proceeds.

South Middleton Dam Removal Project; Lynn Water and Sewer Commission: \$200,000

- The South Middleton Dam Removal Project on the Ipswich River in Middleton will remove a Significant Hazard dam in Poor Condition to reconnect 57 miles of river and tributary habitat for resident and migratory fish, including 119 acres of river herring spawning habitat. This award will support the rehabilitation of the City of Lynn's drinking water intake facility located upstream of the dam, which would otherwise be impacted by its removal.

###

Media Contact

Julia E. Hopkins, Communications Director

Phone

[857-408-0362](tel:8574080362) (tel:8574080362)

Online

julia.e.hopkins@mass.gov (mailto:julia.e.hopkins@mass.gov)

Executive Office of Energy and Environmental Affairs

EEA seeks to protect, preserve, and enhance the Commonwealth's environmental resources while ensuring a clean energy future for the state's residents. Through the stewardship of open space,

9.2.

Attachment: Merrimac FY25 CRMA_Contract & SOW (Division of Ecological Restoration Culvert Replacement Municipal Assistance Grant

Packet Pg. 107

Culvert Replacement Municipal Assistance Grant

Scope of Work for Town of Merrimac for

Town of Merrimac Culvert Replacement November 2024

I. PROJECT INFORMATION AND APPROACH

Statement of Qualifications

The **Town of Merrimac** is the owner of the **Church Street** culvert over **Cobblers Brook**. By resolving to meet the goals of the Massachusetts Stream Crossing Standards (see **Attachment B: Summary of Stream Crossing Standards**)¹ for the **Church Street** culvert replacement project(s) over **Cobblers Brook** (hereafter collectively referred to as the “**Merrimac FY25 CRMA Project**”). Under this grant, the Grantee has demonstrated its intention to improve river health and climate readiness in the Commonwealth.

Purpose

The Massachusetts Division of Ecological Restoration (DER) Stream Continuity Program provides state-wide assistance to communities interested in replacing degraded and/or undersized road-stream crossings with better designed culverts or bridges that meet improved environmental and flood resiliency criteria. The purpose of the Culvert Replacement Municipal Assistance Grant Program funding is to encourage grantees to replace or remove culverts with structures that meet these criteria as defined in the Massachusetts Stream Crossing Standards.

This contract between the **Town of Merrimac** and DER represents an agreement that DER will provide support through the Culvert Replacement Municipal Assistance (CRMA) Grant in the amount of **\$30,000.00** towards eligible costs for the **Merrimac FY25 CRMA Project**. **Merrimac** will manage the project and the award funds shall be used as defined below. Replacing the identified culverts will improve natural stream processes along **Cobblers Brook** and will allow aquatic species to access critical habitat upstream and downstream of the culvert. The new crossing will also benefit public safety, improve climate readiness, and reduce the risk of infrastructure damage by accommodating larger storm flows.

Project Background

¹ The full Massachusetts River and Stream Crossing Standards can be found here:
https://www.nae.usace.army.mil/Portals/74/docs/regulatory/StreamRiverContinuity/MA_RiverStreamCrossingStandards.pdf

The Town of Merrimac will conduct field data collection for one culvert replacement project on Cobblers Brook. The existing crossing is deteriorated and undersized which makes it a barrier for aquatic organism passage. Cobblers Brook is located within BioMAP aquatic core buffer. Replacing this structure will benefit stream and habitat connectivity as well safety benefits to the roadway and surrounding community. This funding will support the town's efforts to replace the existing structure with properly sized crossing that better meet the Massachusetts Stream Crossing Standards.

II. Scope of Work

This grant is intended to be used for culvert replacement implementation and will provide funding to the Town of Merrimac to hire an experienced firm to perform Field Data Collection for the Merrimac FY25 CRMA Project. The selected consultant must meet the qualifications listed under Conditions (Section IV) below and in Attachment C: Firm Qualifications.

Merrimac is expected to manage the Merrimac FY25 CRMA Project under this contract, including securing the balance of funds needed to complete the above steps of the culvert replacement project. Merrimac is responsible for keeping DER up-to-date on important project correspondence and findings. DER will provide technical assistance with the goal of helping the Grantee find efficiencies and reduce costs. For example, DER staff may be able to provide input on draft technical services agreements and engineering scopes of work; serve as a liaison with regulatory agencies; review data, engineering plans, and technical documents; problem-solve design challenges; and explore funding opportunities.

Work may begin after the contract is fully executed by the Department of Fish and Game, Division of Ecological Restoration and a Notice-to-Proceed has been provided to the Town of Merrimac by DER. All work associated with this grant scope of work must be completed by June 30, 2025. All subcontractor invoices (e.g., invoices from engineering firms, survey companies, construction contractors, or construction subcontractors) must be paid by July 31, 2025, and reimbursement requests and supporting invoices should be received by DER no later than July 31, 2025. Work completed after June 30, 2025 will not be reimbursed, and reimbursement requests received after July 31, 2025 may not be reimbursed.

The Town of Merrimac agrees to complete the following tasks and submit the following deliverables under this grant award. Deliverables must be provided to DER in electronic form (e.g. MS WORD or PDF), unless otherwise noted, according to the schedule described below. This schedule will allow DER the opportunity to provide technical and fiscal input and guidance if needed or if requested by the Grantee. Please include in progress updates any substantial deviations in project schedule based on the timeline below. The timeline below may be modified only with prior written approval from DER.

TASKS TO BE COMPLETED:

- TASK 1: PROJECT COORDINATION
- TASK 2: TECHNICAL SERVICES FOR FIELD DATA COLLECTION TASKS FOR THE Merrimac FY25 CRMA Project:

Attachment A CRMATWNMERRIMACXFY25

- **TASK 2(a): HIRE QUALIFIED FIRM**
- **Task 2(b): FIELD DATA COLLECTION, ANALYSES AND RECOMMENDED REPLACEMENT STRUCTURE(S)**
- **TASK 2(c): DESIGN AND ENGINEERING**
- **TASK 3: TECHNICAL DOCUMENTS AND FINAL REPORT**

DELIVERABLES TO BE COMPLETED:

Task	Deliverable	Description	Deadline
Task 1	Project Coordination	Communication with DER and subcontractors, deliverables reporting and tracking, etc.	Throughout grant period
	Kick-Off Meeting with DER	To be held in person or via conference call to review project goals, schedule, and grant requirements	Within 30 business days of grant contract execution
	Schedule a Site Visit (as requested by DER and/or Grantee)	Site visit should include DER, Grantee Lead contact, and selected engineering firm. If DER and Grantee mutually agree a site visit is not possible during the grant period, DER and Grantee will work towards an alternative as needed.	At kick-off meeting or when requested
	Progress Report	Provide a brief written quarterly grant progress update to the DER Grants Manager, including status of budget, task completion, and anticipated timeline for completion of deliverables (1-3 pages).	Throughout grant period, no later than two weeks after each of the quarterly reporting end dates listed below: - September 30 - December 31 - March 31
Task 2(a)	Engineering Firm Statement of qualifications, copy of signed Scope of Work (SOW), budget, and project schedule	Statement of qualifications provided by the selected engineering firm, including identification of Key Personnel/Project Manager, and relevant qualifications for the firm's sub-consultants. Copy of the signed Scope of Work (SOW) and budget between Merrimac and the selected firm. Copy of project schedule provided by selected firm in accordance with schedule and terms described within this grant contract.	Upon execution of contract with selected engineering firm

Attachment A CRMATWNMERRIMACXFY25

Task 2(b)	Hydrologic and Hydraulic Methods	Provide DER a short memo prepared by the selected firm outlining proposed methods for modeling hydrologic and hydraulic existing and proposed conditions. DER recommends using two hydrologic methods to compare flow estimates.	To be provided prior to Field Data Collection and Analysis
	Field Data collection and related analysis	Adequate field data collection provides the foundation for proper culvert/bridge structure selection and design. Desktop analysis, completed prior to field visits, should be confirmed in the field. Detailed field data collection typically results in more efficient design and reduced project costs, especially during construction. This phase of work should include the following surveys and analyses: •Wetland Resource Delineation •Bankfull Measurements •Geotechnical Evaluation (including borings and analysis for structural properties, as needed) •Site Topographic Survey •Survey of and Stream Longitudinal Profile •Streambed Substrate Analysis (including pebble counts) •Hydrologic Study •Hydraulic Analysis	December 31, 2024
Task 2(b)	DRAFT Field Data Collection Memo	Provide DER with a Field Data Collection Memo prepared by the selected firm incorporating results of the surveys and analyses described above and summarizing the recommended replacement structure, reasons for recommendations and alternatives considered and anticipated local, state and federal permits. Allow at least two weeks for DER review and comment before commencing Design and Engineering activities. Please see Attachment E for DER's recommendation on what to include in a field data collection memo and/or supporting	Before commencing Design and Engineering activities, and before February 15, 2025

Attachment A CRMATWNMERRIMACXFY25

		documents; and for examples of permits that could be required for culvert replacement projects.	
	REVISED Field Data Collection Memo	Following DER and the Grantee's review, the selected firm and Grantee should provide DER a REVISED Field Data Collection Memo prepared by the selected firm, incorporating any comments provided by the Grantee and DER and advance them to design and engineering steps.	Before commencing Design and Engineering activities, and before March 31, 2025
Task 2(c)	Preliminary Design Materials	Design of the new crossing should be based on the goals of meeting the Massachusetts Stream Crossing Standards and the data compiled under Field Data Collection. Under this task, the selected firm should provide DER with any preliminary design and engineering materials created during the grant period for the project. Plans should show the existing conditions, footprint of the proposed culvert, elevation and profile of the proposed culvert, structure type and material, approximate proposed culvert dimensions including footing depths, longitudinal profile and centerline of the stream, and regulated resource areas. Please see Attachment E for DER's recommendation on what to include in design plans and/or supporting documents; and for examples of permits that could be required for culvert replacement projects.	June 15, 2025
Task 3	Technical Documents and Material Project Correspondence	Electronic copies of material project correspondence and all technical documents.	As needed
	Town Leveraged Funds Report	Provide a copy of the Grantee Leveraged Funds report to DER, indicating any matching funds contributed towards the Culvert Replacement Project during the grant period.	June 15, 2025
	Final Report	Summary of work completed, related photos and documentation, status of project, and timetable for construction completion.	June 15, 2025

III. BUDGET & PAYMENT

Budget & Payment

This contract and scope of work will extend from the date of the Notice-to-Proceed through June 30, 2025. **Project costs are based on the scope of work presented herein with a not-to-exceed total of \$30,000.00. Payment will be made on a reimbursement basis.** Any change to this allocation of funds must be approved by DER in writing PRIOR to expenditure.

Additional tasks may be necessary and are only allowable under this contract with written permission from DER. Any request for support of activities outside those listed above and deemed necessary for the successful completion of the project, should be submitted in writing to DER for approval of use of these grant funds for that purpose. **Any activities not listed in the budget above and not approved in writing by DER prior to implementation will not be reimbursed.**

Request for reimbursement for expenditures incurred and paid by the Grantee for the project should be submitted promptly during the contract period. **Costs incurred or paid outside the contract period will not be reimbursed.** DER recommends invoicing monthly to improve progress tracking. With any reimbursement request to DER, the **Town of Merrimac** will provide a brief status report detailing the work performed and provide DER with documentation of work and/or expenses incurred within the contract period (prior to June 30, 2025) or be up to date on quarterly reporting. Requests may be submitted electronically.

Reimbursements are processed within a 45-day payment cycle through EFT, in accordance with the Commonwealth Bill Paying Policy. Grant reimbursement will be made using Electronic Funds Transfer (EFT). No reimbursement shall be made for Massachusetts sales tax. DER defines a complete Request for Reimbursement as one that includes all required reports and deliverables received, complete documentation of expenses, including receipts, invoices, and photographic or other backup for charges shown. Work must be invoiced within the fiscal year it was performed. Final fiscal year invoices are due July 31, 2025. Requests may be submitted electronically.

Budget:

Budget Category	Budgeted Amount
-----------------	-----------------

Attachment A CRMATWNMERRIMACXFY25

Personnel		\$0.00
Materials		\$0.00
Contractual Services	Design and Engineering	\$30,000.00
	Permitting	\$0.00
	Bidding and Construction Phase Services	\$0.00
	Construction	\$0.00
Equipment		\$0.00
Total		\$30,000.00

Note: Reimbursement will be within 45 days from the date a complete invoice is accepted by DER. A complete invoice includes all required documentation of expenses and receipts of associated deliverables.

Additional tasks may be necessary and are only allowable under this contract with written permission from DER. Any request for support of activities outside those listed above and deemed necessary for the successful completion of the project, should be submitted in writing to DER for approval of use of these grant funds for that purpose. **Any activities not listed in the budget above and not approved in writing by DER prior to implementation will not be reimbursed.**

IV. CONDITIONS

Throughout the duration of the DER grant contract period for the **Merrimac FY25 CRMA Project**, **Merrimac** agrees to the following conditions. If the conditions of this contract are not met, **Merrimac** will relinquish all rights to access grant funds for this culvert replacement project and the contract will be subsequently terminated.

- Upon request, **Merrimac** will provide DER proof of technical documents including design, permitting, and field data collection work. Documentation may include copy of sub-contracts, invoices paid, draft documents, etc.
- **Merrimac** should use its own procurement processes, best judgment, and the criteria outlined in **Attachment C: Firm Qualifications** when hiring a qualified firm. **Merrimac** shall select a firm with proper personnel and experience to complete the tasks for the culvert replacement project.
- **Field Data collection activities should be completed before beginning engineering and design activities.** Allow at least two weeks for DER to review and comment on Field Data Collection deliverables.

- ***Any replacement span for this road-stream crossing that will be greater than 10-ft will be subject to MassDOT design requirements and review in accordance with MGL Chapter 85, Section 35. Consideration should be given to firms with applicable MassDOT prequalification and/or experience. Municipalities are encouraged to work with a consultant prequalified by the MassDOT Architects and Engineers Review Board in Basic Bridge Design/Rating (through a Phase 1 grant or other funding source) and undergo a successful Chapter 85 review for projects with a replacement span that will be greater than 10-ft.***
- **Prior to construction, Merrimac shall follow all applicable local, state, and federal requirements, including acquiring all permits and approvals necessary for construction.** This may include, but is not limited to:
 - a. Order of Conditions (Conservation Commission)
 - b. Massachusetts Endangered Species Act (MESA) Project Permit, if applicable
 - c. Massachusetts Department of Environmental Protection (DEP) Section 401 Water Quality Certificate, if applicable
 - d. Massachusetts Department of Environmental Protection (DEP) Chapter 91 Waterways Jurisdictional Determination, if applicable
 - e. Massachusetts Environmental Policy Act (MEPA) Filing, if applicable
 - f. Army Corps of Engineers 404 Programmatic General Permit, including Section 7 National Wild & Scenic Rivers Act Approval
 - g. MassDOT Chapter 85, Section 35 Approvals
- **Respond to calls and emails in a timely manner.**
- **Include DER CRMA Grants Program Manager on important and/or material project correspondence and communications,** including with other state and federal permit or funding agencies (e.g. MassDEP, MassDOT, MVP, Army Corp of Engineers) and provide all technical project documents developed during the contract period.
- **Notify DER in advance of all project site visits, in-person meetings and conference calls.** This includes but is not limited to the following examples: project kick-off meeting, site visits, regular project meetings or on-site meetings. DER staff will participate when available or as requested.
- **Submit digital photos of the project site** to be used by DER for program outreach purposes. The **Town of Merrimac** must hold full rights to any images submitted to DER and understands and agrees that any images shared with DER will become a public record that is part of the public domain.
- **Report to DER expenditures or in-kind contributions (i.e. materials, equipment, staff time) which the Grantee may make above and beyond the funds provided by this grant.** This grant does not require match. DER appreciates understanding what funds or in-kind contributions, if any, the town makes towards the project in conjunction with this award.
- **The Town of Merrimac shall credit The Massachusetts Department of Fish and Game, Division of Ecological Restoration for the contribution of funds** and technical assistance in any public communication regarding the project including, but not limited to signage, press releases, dedication events, etc.

V. DESIGNATED REPRESENTATIVES**Grantee:**

Alyssa Sexton
2 School Street,
Merrimac, MA 01860
978-346-0525
asexton@townofmerrimac.com

For DER:

Amber Carr, Ecological Restoration Grants Manager
Division of Ecological Restoration
100 Cambridge Street, Floor 6
Boston, MA 02114
617-894-0642
DERculverts@mass.gov

STREAM CROSSING STANDARDS

Stream crossing standards are based on six important variables. While the specifics of the regulations listed below may change over time, the crossing guidelines presented in the Massachusetts Stream Crossings Handbook remain effective for fish and wildlife.

1. TYPE OF CROSSING

- General: Spans (bridges, 3-sided box culverts, open-bottom culverts or arches) are strongly preferred.
- Optimum: Use a bridge.

2. EMBEDMENT

- All culverts should be embedded (sunk into stream) a minimum of 2 feet, and round pipe culverts at least 25%.
- If pipe culverts cannot be embedded this deep, then they should not be used.
- When embedment material includes elements >15 inches in diameter, embedment depths should be at least twice the D_{84} (particle width larger than 84% of particles) of the embedment material.

3. CROSSING SPAN

- General: Spans channel width (a minimum of 1.2 times the bankfull width of the stream).
- Optimum: Spans the streambed and banks (at least 1.2 times bankfull width) with sufficient headroom to provide dry passage for wildlife.

4. OPENNESS

- General: Openness ratio (cross-sectional area/crossing length) of at least 0.82 feet (0.25 meters). The crossing should be wide and high relative to its length.
- Optimum: Openness ratio of at least 1.64 feet (0.5 meters) and minimum height of 6 feet. If conditions significantly reduce wildlife passage near a crossing (e.g., steep embankments, high traffic volumes, and physical barriers), maintain a minimum height of 8 feet (2.4 meters) and openness ratio of 2.46 feet (0.75 meters).

5. SUBSTRATE

- Natural bottom substrate should be used within the crossing and it should match the upstream and downstream substrates. The substrate and design should resist displacement during floods and maintain an appropriate bottom during normal flows.

6. WATER DEPTH AND VELOCITY

- Water depths and velocities are comparable to those found in the natural channel at a variety of flows.



Scott Jackson photo

A Well Designed Crossing

Large size suitable for handling high flows

Open-arch design preserves natural stream channel

Openness ratio greater than 0.5m, suitable for most settings

Crossing span helps maintain dry passage for wildlife

Water depth and velocity are comparable to conditions upstream and downstream

Natural substrates create good conditions for stream-dwelling animals

ATTACHMENT C: FIRM QUALIFICATIONS

Municipalities shall use their own procurement processes and criteria outlined below when hiring and contracting with a qualified firm. Inclusion of the following criteria is required for selection of a firm:

- The Town shall select a firm with proper personnel and experience to complete the tasks outlined in the grant contract.
- The selected firm must have demonstrated the ability to design culverts to meet the MA River and Stream Crossing Standards.
- The selected firm or its subcontractor must have experience in water resources engineering and be knowledgeable about river processes, dynamics, and features.
- The selected firm or its subcontractor must be qualified to perform existing and proposed hydrology and hydraulic modeling of the site.
- The selected firm or its subcontractor must be qualified to perform geotechnical borings and subsurface analysis for geotechnical design of a replacement structure.
- The selected firm or its subcontractor must be qualified to perform resource area delineation in Massachusetts and have experience permitting with environmental agencies for culvert replacement projects.
- Based on the applicable design requirements and project needs, the selected firm or its subcontractor must have relevant structural engineering experience and qualified staff.

NOTE: Any replacement span greater than 10-ft will be **subject to MassDOT design requirements and review in accordance with MGL Chapter 85, Section 35**. Consideration should be given to firms with applicable MassDOT pre-qualification and/or experience. Municipalities are encouraged to work with a consultant [prequalified by the MassDOT Architects and Engineers Review Board](#) in Basic Bridge Design/Rating for projects with a replacement span that will be greater than 10-ft. *For more information about the MassDOT requirements see:* https://www.mass.gov/files/documents/2017/11/08/SmallBridgeProg_requirements_new_or_replacement.pdf.

ATTACHMENT D: PROJECT DEVELOPMENT RECOMMENDATIONS

(1) FIELD DATA COLLECTION SUMMARY

*For more details regarding the recommended field data collection surveys and analyses for culvert replacement projects please see the accompanying template bid request and scope of work provided by DER. **DER strongly recommends use of the template scope of work or bid request for field data collection tasks.** Please modify the language to fit your needs for the culvert replacement project. Additional details on what DER looks for field data collection are available at [Field Data Collection and Structure Selection Checklist \(mass.gov\)](#).*

Field data collection results should be summarized by the selected firm in a technical memo. The memo should include an analysis of the site conditions and describe how site conditions will impact the project, including design, permitting and construction. The memo should also provide a summary of the replacement structure types considered, the preferred alternative, the justification for its selection and a list of anticipated local, state and federal permits. The chosen structure should best fit the local environment, community needs, and site conditions.

For example, DER recommends the Town's consultant describe how the following items were taken into account when determining culvert replacement alternatives:

- *site or other engineering design constraints,*
- *ease of construction,*
- *structure lifespan,*
- *profile, vertical adjustment potential (VAP), and potential for erosion and head-cutting,*
- *stream stability and risk of stream channel adjustment,*
- *benefits to upstream and downstream habitat,*
- *storm flow conveyance,*
- *geomorphic compatibility,*
- *impacts to wetlands that can be avoided or would occur with each alternative,*
- *potential to affect property or infrastructure,*
- *applicability of local, state and federal regulations and permit reviews,*
- *and cost of replacement, including order-of-magnitude opinion of cost.*

(2) DESIGN PLANS

DER recommends the following list of design details and drawings be included in the Final Design Plan sets and/or supporting documents for the culvert replacement project:

- ***Title Sheet***
- ***Locus/Vicinity Plan***
- ***Construction Notes Plan***

- **Site Plan with Existing and Proposed Conditions** (topographic map, structure and road location, relevant property line and ownership information, resource area delineations, location of bankfull measurements, etc.)
- **Details relating the Existing and Proposed Structure to the Stream Channel** (see example of a Stream Crossing Design Summary Table for Existing and Proposed Conditions below).

EXAMPLE: SUMMARY DATA	REFERENCE REACH	EXISTING STRUCTURE	PROPOSED REPLACEMENT
Structure Type ¹			
Estimated Channel Bankfull Width (feet) ²			
Structure Span (feet)			
Structure Span (% of Channel Bankfull Width) ³			
Estimated Channel Bankfull Depth (feet) ³			
Structure Rise (feet)			
Structure Rise (% of Channel Bankfull Depth) ⁴			
Structure Length (feet)			
Openness Ratio			
Embeddedness Depth (feet)			
Slope			
Approach Angle/Skew to Stream Centerline			
Dominate Channel Bed Particle Size (mm)			
Low Flow Channel Width (feet) ⁵			
Low Flow Channel Depth (feet) ⁵			

- **Zoom and Reach Stream Longitudinal Profile** (Plan showing a zoom of the profile around the structure and then a reach-based profile, possibly LIDAR-derived, to show the larger stream profile. All grade controls – such as bedrock, outcrops, falls, and confluences – and channel bedforms – such as riffle, pool, run – should be identified.),
- **Stream Cross-Sections** (with appropriate station labeling)

¹ Structure Type: Indicate existing and proposed structure type, including if it is single or multiple cell; concrete, metal, stone, timber, combination, etc.; pipe, arch, box, etc.; open-bottom or closed-bottom.

² Estimated Channel Bankfull Width and Depth Measurements: Include in table or under separate cover a list of bankfull width field measurements and location, either on a locus map and/or design plans, of where measurements were made in relation to the existing structure.

³ Structure Span: Structure Span/Channel Bankfull Width x 100%.

⁴ Structure Rise: Structure Rise/Channel Bankfull Depth x 100%.

⁵ Low Flow Channel Width: Average width of low flow channel through reach.

- **Typical Stream Reconstruction Details and Material Specifications**
- **Stream Channel Cross-Section Restoration Details** (showing proposed sediment sizing and gradations - including mobile and immobile fractions; and channel shape details - including typical dimensions for low-flow channel and benches)
- **Structure Design Details**
- **Geotechnical Boring Logs**
- **Water Control and Dewatering Plan(s)**
- **Construction Staging and Erosion Control Plan**

DESIGN PLANS NOTE: Structures at various levels of design may include varying levels of channel and design information and details. We recommend the structure alignment, bankfull width and depth and corresponding structure sizing be required as part of the type study and at the 30% design stage. More detailed bed material and channel shape details would be included in later design stages.

(3) PERMITS

The following are examples of permits that could be required for culvert replacement projects. Note that this list is not comprehensive and the need for the various permits listed may be dependent on the project scope. The Town's selected firm should determine the suite of local, state, and federal permits required for the culvert replacement project:

- *Notice of Intent (Conservation Commission)*
- *Massachusetts Endangered Species Act (MESA) Project Review*
- *Massachusetts Department of Environmental Protection (DEP) Section 401 Water Quality Certificate*
- *Massachusetts Department of Environmental Protection (DEP) Chapter 91 Waterways Jurisdictional Determination*
- *Massachusetts Environmental Policy Act (MEPA) Filing*
- *Massachusetts Historical Commission Project Notification Form*
- *Army Corps of Engineers 404 Programmatic General Permit*
- *Section 106 Project Notification Form (Historic and Cultural Resources)*
- *MassDOT Chapter 85, Section 35 Review*
- *FEMA Floodplain Letter of Map Revision/Conditional Letter of Map Revision*



Agenda Item
Merrimac Select Board
11/18/24

Merrimac Energy Advisory Committee

Subject:

Attachments:

Merrimac Energy Advisory Committee

From: [Chris Manni - Chairman](#)
To: [Jennifer Penney - Select Board \(X3080\)](#)
Subject: Fwd: Merrimac Energy Advisory Committee
Date: Tuesday, November 12, 2024 10:27:16 AM

Hi Jen,

Can add this to Monday's agenda and inform Kendra that the Board will discuss/advise?

Thanks again,

Chris Manni

Sent from my iPad

Begin forwarded message:

From: Kendra Bowker <kendra.bowker@gmail.com>
Date: November 4, 2024 at 2:26:08 PM EST
To: Chris Manni - Chairman <selectman2@townofmerrimac.com>
Subject: Merrimac Energy Advisory Committee

Hi Chris. This is Kendra Bowker from 40 River Rd.

I've been thinking for a while that Merrimac needs an energy advisory committee to recommend ways to reduce carbon emissions and promote energy efficiency in town.

Stowe is one example of a town that's about the same size as Merrimac and that is also a municipal light town that has a committee like this. Here's a link to their website: <https://www.stow-ma.gov/green-advisory-committee>

I'm thinking potential members of the committee could be some Merrimac residents, a select board member, and a representative from Merrimac Light.

Dylan Patel, the state's Green Communities representative for the North Shore, and I met with Alyssa Sexton and Bob Sinibaldi some weeks ago to discuss the possibility of Merrimac adopting the new Mass. specialized building code in our town. This is a new code that promotes energy efficiency/green energy in new construction. They suggested a first step would be forming this advisory committee.

The state has a new designation, Climate Leader Community, for municipalities. Towns that meet the requirements receive additional funding. In addition to adopting the specialized building code, another requirement to be a Climate Leader community is having an energy advisory committee. Here's more info on the Climate Leader Community designation: <https://www.mass.gov/info-details/climate-leader-communities>

Thanks for listening! Please let me know what you think and what next steps you'd recommend.

Kendra Bowker



Agenda Item
Merrimac Select Board
11/18/24

Select Board Budget Priorities FY2026

Subject:



Agenda Item
Merrimac Select Board
11/18/24

Town Hall Hours

Subject:

Attachments:

Town Hall Hours

From: [Irina Gorzynski - Select Board Member](#)
To: [Jennifer Penney - Select Board \(X3080\)](#)
Subject: Agenda item for next week
Date: Tuesday, November 12, 2024 11:19:10 AM

Hi Jennifer,

I know we decided not to send our 2024 priority items ahead of time; however I want to make sure this item will get on the agenda as a separate item so we can have a separate discussion about it.

I would like to have a conversation with the board regarding changing Town Hall hours, specifically opening Town Hall 1/2 day on Friday morning. This change will put us on the same schedule as Groveland and WestNewbury.

Thanks,
Irina

Sent from my iPad

Attachment: Town Hall Hours (Town Hall Hours)



Agenda Item
Merrimac Select Board
11/18/24

Resignation from the Commission on Disability-Margi Sullivan

Subject:

Attachments:

Resignation from the Commission on Disability-Margi Sullivan

From: [margi sullivan](#)
To: [Jennifer Penney - Select Board \(X3080\)](#)
Subject: resigning from the Commission on Disability
Date: Thursday, October 31, 2024 2:41:46 PM

Dear Select Board,

I am writing to inform you that I am resigning from my position on the Commission on Disability, effective today. It has been a pleasure working with the board members, and wishing everyone well.

Best,
Margaret Sullivan

Attachment: Resignation from the Commission on Disability-Margi Sullivan (Resignation from the Commission on Disability-Margi Sullivan)



Agenda Item
Merrimac Select Board
11/18/24

Request from Commission on Disabilities to Appoint Bridget Goerke to Full Member

Subject:

Goerke would move from alternate position to full leaving the alternate vacant

Attachments:

Vacancy on the Commission on Disability

From: [Chris Gaudet - Commission on Disability](#)
To: [Jennifer Penney - Select Board \(X3080\)](#); [Gwen Lay Sabbagh - Clerk \(X3030\)](#)
Subject: RE: resigning from the Commission on Disability
Date: Thursday, November 7, 2024 9:44:04 AM

Hi Jen

The COD is asking the Select Board to move Bridget Goerke status of alternate to member. This will fill the vacancy of Margaret Sullivan and open the alternate position.

Thank you

Chris Gaudet
 Commission on Disabilities Chairman
 Town of Merrimac
 4 School Street
 Merrimac, MA 01860

From: Jennifer Penney - Select Board (X3080) <selectmen@townofmerrimac.com>
Sent: Tuesday, November 5, 2024 2:49 PM
To: Gwen Lay Sabbagh - Clerk (X3030) <townclerk@townofmerrimac.com>; Chris Gaudet - Commission on Disability <COD@townofmerrimac.com>
Subject: FW: resigning from the Commission on Disability

Best,

Jennifer Penney

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

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

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

[Notice:](#)

Attachment: Vacancy on the Commission on Disability (Request from Commission on Disabilities to Appoint Bridget Goerke to Full Member)

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

From: margi sullivan <margisgraninger@gmail.com>

Sent: Thursday, October 31, 2024 2:41 PM

To: Jennifer Penney - Select Board (X3080) <selectmen@townofmerrimac.com>

Subject: resigning from the Commission on Disability

Dear Select Board,

I am writing to inform you that I am resigning from my position on the Commission on Disability, effective today. It has been a pleasure working with the board members, and wishing everyone well.

Best,

Margaret Sullivan

Attachment: Vacancy on the Commission on Disability (Request from Commission on Disabilities to Appoint Bridget Goerke to Full Member)



Agenda Item
Merrimac Select Board
11/18/24

MVPC 2025 EagleView/Pictometry Flight Agreement

Subject:

Attachments:

Merrimac_EagleViewCommittment_2025



Plan • Innovate • Promote

160 Main Street, Haverhill, Massachusetts 01830 | P: 978.374.0519 | F: 978.372.4890 | mvpc.org

November 6, 2024

Carol McLeod, Finance Administrator
Merrimac Town Hall
2-8 School Street
Merrimac, MA 01860

Re: 2025 EagleView/Pictometry Flight

Dear Town Administrator McLeod:

As you know, Merrimack Valley Planning Commission (MVPC) has been conducting regional procurement of oblique angle aerial photography through EagleView (formerly Pictometry International Corporation) for twenty (20) years.

The purpose of this correspondence is to offer your community participation in the upcoming flight, scheduled for the spring of 2025. We are pleased to report that the projected cost for the 2025 flight will be consistent with the 2023 flight. MVPC will be conducting the flight for the region only if we have full participation among all our communities so I would ask that you make every effort to have your community included. Please keep in mind that payments can be made over two (2) fiscal years and the first payment is not due until 7/1/2025.

By signing on the signature line below, you are committing your municipality to the financial obligation specified below. Once signed, please make a copy for your records, and return the agreement to my attention. To ensure that your community is covered by the flight in the spring of 2025, we need this agreement returned no later than December 20, 2024.

Thank you in advance for your participation. We look forward to working with you and delivering this important service.

Sincerely,

Jerrard Whitten
Executive Director

Purchase of Pictometry images: \$2,275.60
Merrimac wishes to participate:

Signed: _____ Title: _____ Date: _____



Agenda Item
Merrimac Select Board
11/18/24

Contract Extension for Horsely Witten on Call Planning Board Services

Subject:

Attachments:

Contract Extension for Horsely Witten On Call PB Services

HW Proposal_OnCall Services-Merrimac 2024

From: ds.mcclure@verizon.net
To: [Jennifer Penney - Select Board \(X3080\)](#)
Subject: Contract Extension for Horsely Witten On Call PB Services
Date: Friday, November 8, 2024 1:56:49 PM
Attachments: [HW Proposal_OnCall Services-Merrimac 2024.pdf](#)

Hi Jen,

Attached is a contract extension from Horsley Witten for their on call services with the Planning Board. We have always done a 3 year contract with them and extended it for 3 years when the contract is up. It is that time again. The Planning Board voted to extend the contract at their October meeting. Not sure it was necessary, but I had them vote just in case.

Can you please put the attached contract on the Select Board's agenda for signature? If you need any other information, please let me know. I haven't been involved with a contract signing before, so not exactly sure on the process.

Thanks and have a great weekend!
Denise

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

Horsley Witten Group

Sustainable Environmental Solutions

112 Water Street • 6th Floor • Boston, MA 02109
857-263-8193 • horsleywitten.com



October 25, 2024

Denise McClure, AICP
Planning Department
Town of Merrimac
2 School Street
Merrimac, MA 01860

Re: Merrimac Planning Board Engineering and Construction Supervision
Technical Assistance Contract, 3-Year Term, 2024-2027

Dear Ms. McClure and Members of the Planning Board:

The Horsley Witten Group, Inc. (HW) have enjoyed working with the Town of Merrimac over the past 13 years and we look forward to continuing this relationship to support the responsibilities of the Merrimac Planning Board. We are happy to provide the Town of Merrimac with responsive, effective, and comprehensive consulting and engineering services.

HW has offices in Sandwich and Boston, Massachusetts, as well as Exeter, New Hampshire and Providence, Rhode Island. HW has worked extensively with federal, state, and local governments on engineering consulting projects and has conducted third-party reviews of stormwater management plans and computations for more than a dozen Massachusetts municipalities in recent years.

In Attachment 1, we have provided a description of our general project approach and scope of work for this contract¹. We understand that each task requested of us by the Planning Board may differ in exact nature or specifications from the approach provided herein. In continuation of our current practices under our current contract with the Merrimac Planning Board, we will prepare a basic scope of work and fee estimate for approval prior to starting each new peer review project. We will bill our time to the Town on an hourly basis, with the understanding that our fee may ultimately be less than or greater than the fee estimate. We will keep the Planning Board informed, and provide an explanation, if the required level of work will exceed our original estimate. All construction inspection assignments will be billed on an hourly basis; HW will provide regular construction inspection reports to the Planning Board and will attend Planning Board hearings or site meetings as requested.

HW will continue to provide services via the team of staff that is already familiar to the Planning Board. Janet Bernardo, Senior Project Manager and Senior Engineer will serve as the overall Project Manager for this contract. Janet will also lead peer review services and construction oversight services. Ellie Baker and Jonas Procton will assist Janet as needed in addition to other qualified staff to support the project peer reviews and construction inspection and oversight work. Resumes for key HW staff are provided in Attachment 2 and hourly rates for HW are provided in Attachment 3.

We sincerely believe that the Town of Merrimac will be well served by our firm's qualifications and experience. Should you have any questions or wish to discuss any aspect of this contract, please feel free to contact me at (857) 263-8193. If you are in agreement with the attached

¹ This approach and scope are very similar to that which was included in our previous 2021 proposal used to establish our current contract with the Town.

scope of work and fee schedule, please return a signed copy of this letter accompanied by a signed copy of the attached contract (Attachment 4). If you prefer to use your own standard contract language, please forward that along for our review.

Sincerely,

HORSLEY WITTEN GROUP, INC.



Janet Carter Bernardo, PE
Principal

Attachments

AUTHORIZED SIGNATURE:

Name

Title

Date

Attachment: HW Proposal_OnCall Services-Merrimac 2024 (Contract Extension for Horsely Witten on Call Planning Board Services)

ATTACHMENT 1. Project Approach and Scope of work

Project Approach and Scope of Work

HW is prepared to provide the Town of Merrimac with high quality comprehensive consulting engineering review services. The following is the recommended project approach, potential tasks, and workload distribution for undertaking on-call engineering and construction supervision service for the Town of Merrimac. This approach has been developed to assure consistency between the application and plans and the Merrimac Zoning Bylaws, Subdivision Rules and Regulations, state regulations and other Town regulations and policies. HW will review submitted plans and documents for compliance with applicable federal, state, and local laws, statutes and regulations and will provide comments and recommendations.

The complexity of each review will differ depending on the type of application, the scale of the proposed project, the potential impacts to the surrounding environment and municipal infrastructure, and the specific site constraints and natural features. Therefore, we offer the following typical tasks and descriptions to demonstrate our understanding of the Town's requirements for this contract. We understand that not all tasks will be required for each application review, but a range of tasks may be needed over the course of the contract term.

Task 1: Site Visit and Meeting

HW staff will participate in a site visit followed by a separate meeting with Planning Board or other Town staff. This task may be necessary for HW staff to gather information and to develop a greater understanding of the site and the proposed projects' impacts to both the site and surrounding community. Communication between the reviewer, the Applicant's project team and the Town is critical to the success of any review process; the initial site visit and meeting typically ensures strong lines of communication are established early in the process.

During the site visit, HW staff will observe site characteristics, drainage patterns, existing municipal infrastructure, and environmental constraints. HW will meet with Town staff, and, if required, the Applicant and its representatives, to discuss identified existing issues in the immediate vicinity of the project and to discuss any other issues of concern related to the proposed development. At this meeting, the Town staff will also review and elaborate on the other tasks that may be necessary to properly assess the project's overall impact on the Town's infrastructure and resources.

Task 2: General Review

HW will first review the submitted plans and associated site design and layout, and all other site engineering supporting materials. As the basis for this review, HW will use the Merrimac Rules and Regulations Governing the Subdivision of Land (hereafter, "Subdivision Regulations"), Zoning Bylaw, all Department of Public Works (DPW) regulations and standards, Massachusetts Stormwater Management Standards and any other applicable state or federal rules. HW will conduct a thorough review for completeness of all submitted materials, any correspondence between the Applicant and the Planning Board, and the Site Plan content. The review will be based on the Town's requirements and will assess the project's compliance with zoning and dimensional requirements; determine whether proposed site designs are correct and consistent with standard engineering practices; and whether the design will adequately protect the interests of the Town as stated in the aforementioned regulations. As part of this task, the street layout and design review will include at a minimum the following: alignment, sight

distances, street profiles, location of curb cuts and general construction methods. The review of the overall site design will include at a minimum: internal circulation, pedestrian safety, adequacy of parking layout, design, and location.

HW will provide comments and recommendations for any additional studies to be submitted by the Applicant or requested by the Planning Board.

Task 3: Municipal Infrastructure and Utilities Review

HW engineers will conduct a peer review of submitted plans and the associated municipal infrastructure impacts including water, sewer, and roadway systems, other utility connections, and all associated calculations and supporting materials. As the basis for this review, HW will use the DPW regulations and standards and any other applicable state, or federal rules, and will consult with the DPW Director as needed. The review will assess the level of completeness of the submitted information based on the Town's requirements; determine whether proposed methods are correct and consistent with standard engineering practices; and whether the design will adequately protect the interests of the Town.

Task 4: Stormwater Management System Review

HW staff will conduct a peer review of submitted plans and associated stormwater report, and all other supporting materials. As the basis for this review, HW will use the Merrimac Subdivision Regulations, Zoning Bylaw, the Massachusetts Stormwater Management Standards, Federal Clean Water Act, all DPW regulations and standards and other applicable state or federal Rules. The review will assess the level of completeness of the submitted information based on the Town's requirements; determine whether proposed methods are correct and consistent with standard engineering practices; and whether the design will adequately protect the interests of the Town.

This task will also include the review of design assumptions, study limits, the hydrologic model, and evaluation of the stormwater system capacity and ability to convey peak flow. HW will also verify the hydraulic calculations, the sizing of drainage systems selection of and site suitability for proposed stormwater practices, as well as the proposed erosion and sediment control plan. HW will also provide a thorough review of the proposed stormwater management operation and maintenance plan for both during and after construction. Post construction operation and maintenance is a critical element for the long-term success for the stormwater management system and a thorough review of the Applicant's plans along with applicable comments and recommendations will be provided to the Town Planning Board during the review process.

HW will also bring our extensive knowledge of Green Infrastructure (GI) and low impact development (LID) practices to the review process and will provide recommendations and guidelines when applicable for the incorporation of GI/LID practices into the stormwater management system to reduce the project's overall impact. If requested during the review process, HW staff will be available to meet with the Applicant's engineers and or representatives to review the design of applicable LID practices, to incorporate into the design.

Task 5: Landscape Review

HW landscape architects will review the submitted plans and associated landscape submissions. As the basis for this review, HW will use the Merrimac Subdivision Regulations and Zoning Bylaw to ensure compliance with all required landscaping, buffers and screening. HW will conduct a thorough review for completeness of all submitted landscape materials, and will review plant selection for native plants use, appropriate species selection, drought tolerance

and low maintenance species and the exclusion of exotic invasive species. Planting notes and details will also be reviewed to ensure both successful plant growth during the initial establishment period, but also long-term, healthy plant growth. The proper planting and selection of appropriate species can greatly contribute to the long-term success of the landscape design and can reduce overall maintenance costs.

Task 6: Final Report

Upon completion of the review, HW will compile the review analysis and provide a comprehensive final peer review report to the Town of Merrimac Planning Board, in an agreed upon format acceptable to the Planning Board. The report shall be signed by the lead engineer and provide a detailed review of all applicable documents with comments and recommendations based upon the above outlined tasks. Such reports will also be provided for any new materials and any subsequent (additional or revised) materials (see Task 8). The report will consist of appropriate text, graphics, and maps to clearly communicate our analysis and findings. The report will refer to any additional information, comments, design details or analysis needed from the Applicant for proper review of the proposed development. HW will also provide general comments and recommendations with respect to the completeness and adequacy of submitted plans, details, and construction notes to be used in future construction drawings.

It is our understanding that Planning Board meetings are typically held on the third Tuesday of each month, and the report will be submitted regularly no later than the Friday prior to the applicable Planning Board hearing date upon which the application will be considered. The report will be forwarded to the Merrimac Planning Board and the DPW Director and will clearly identify issues that have not yet been resolved.

Task 7: Review Coordination and Meetings

As previously mentioned, communication between the reviewer, Applicant's project team, and the Town is vital to the success of any review process. Therefore, our Team will work diligently to maintain open communication with the Planning Board, DPW Director and the Applicant's engineer or other representative throughout the review process. The Team will be available to discuss technical issues with the Applicant's engineer as necessary to resolve outstanding technical issues or to provide guidance on the implementation of GI/LID or Smart Growth practices. If directed by the Planning Board, HW will schedule and conduct meetings with the Applicant's representative and other interested parties, including other Town Boards and Departments. Upon such a request, our Team will be available to meet with the appropriate party within three days of the request.

Task 8: Review of Follow-up Information

It is our experience that there is usually an exchange of information, clarifications, and response to comments during the initial review process. Often, a minimum of one follow up review will be required to address the Applicant's revisions, submission of additional information, or response to comments. HW will work closely with the Planning Board and the Applicant's engineer to provide the necessary additional review comments, recommendations, and a supplemental letter report evaluating additional materials submitted by the Applicant in response to the prior reviews.

Task 9: Hearings

Under this task, our Team will attend public hearings with the Town of Merrimac Planning Board. We understand that not all projects require regular meeting attendance, and the Planning Board's Administrative Assistant will confirm dates and times for such attendance, as required for each project. As directed by the Planning Board's Administrative Assistant, HW will present our findings, comments and recommendations as outlined in the Final Report at the appropriate hearing for each application review. If necessary, our Team will be available to attend additional hearings to address new materials submitted by the Applicant in response to the prior reviews.

Upon request, HW will also provide recommendations for revisions to the Town's Subdivision and Zoning regulations.

Task 10: Construction Inspections

HW staff will conduct periodic inspections of the project site during construction as necessary. Prior to the beginning of project construction, HW will coordinate with the DPW Director and the Planning Board to determine a proposed construction inspection schedule.

The Applicant will coordinate a pre-construction meeting with the Applicant's engineer and the Contractor to review construction schedule, Planning Board Conditions of Approval, and inspection protocol. Following construction inspections, HW will complete inspection reports, punch lists or other reports that document compliance with or variations from the approved plans.

Task 11: Post-construction Inspections

Under this task, HW staff will conduct post-construction inspections of the project site as necessary in order to ensure post construction compliance with applicable regulations and conditions of approval. Following the inspection, HW will complete an inspection report that documents compliance with, or any variations or violations of, the approved plans.

HW will also review As-built plans, prepared by the Applicant, for project compliance with approved plans. HW will submit a report to the Planning Board documenting any deviations from approved plans.

Elements and Assumptions:

The following elements are provided as examples of clarifying language to accompany a scope of work for a particular application. These are provided so all parties have a clear understanding of what is included in a particular scope and to help avoid any confusion on the consultant's role when conducting peer reviews.

- Late submissions provided by the Applicant (without sufficient time for review) will be addressed directly with the Applicant by the Town.
- We have assumed our review will be limited to a review of the materials submitted to our office, site visits and meetings, and discussions with the Planning Board.
- In order to ensure a timely review process and allow adequate time for the Planning Board and Applicant to review our reports, we request that all review materials, including revised submittals be received by our office at least 21 calendar days prior to a scheduled hearing date. If the review materials are submitted within that period, HW will commit to providing their report at least four days prior to said meeting to allow the

Applicant time to provide its responses to ensure that their application will be processed in a timely manner. If review materials are submitted beyond this date, HW will not commit to completing a review for that specific hearing date.

- This proposal does not include services for sampling and testing of materials during the construction process that may be required.
- HW's construction observation work is inspectional in nature and will not include supervision or direction of the actual work of the contractor, the contractor's employees, agents or subcontractors. The contractor shall be informed by the owner that neither the presence of HW's field personnel nor the observation and/or testing by HW shall excuse the contractor for defects discovered in the contractor's work.
- Reimbursable expenses as noted (copies, printing, travel mileage, survey staking materials, etc.) will be included in our peer review fee estimates and will be charged at our standard rates in addition to labor hours as needed.
- If any of the above assumptions prove to be false, or if work is required beyond the scope as proposed, HW will discuss those needs with you and develop any necessary contract amendments.

ATTACHMENT 2 – RESUMES FOR KEY HW STAFF

Horsley Witten Group

Sustainable Environmental Solutions



Janet Carter Bernardo, P.E., LEED AP BD+C

Senior Project Manager/Engineer
jbernardo@horsleywitten.com

Areas of Expertise

Stormwater Management
Green Infrastructure
Environmental Concerns
Erosion Control
Low Impact Design
Civil Engineering
Site Development
Project Management
LEED Accreditation
Construction Admin
Local Permitting
State/Federal Permitting

Professional Registrations & Affiliations

Professional Engineer, MA, NH, NY, VA
Soil Evaluator, MA
Subsurface Designer, NH
Chair Needham Conservation Commission
Needham Trails Advisory Committee
MA Association of Conservation Commissioners
Commercial Real Estate Women in Boston
LEED AP BD+C

Academic Background

Bachelor of Science, Civil Engineering,
University of Lowell

Professional Experience

Horsley Witten Group, Inc., Senior Project Manager, 2013-Present
ESS Group, Inc., Senior Civil Engineer, 1997-2013
Allen & Major Assoc., Project Manager, 1986-1997
MassDOT, Jr. Civil Engineer, 1984-1986

Janet Bernardo is a Professional Civil Engineer (PE) with more than 39 years of technical and management experience in civil/site design specializing in hydrology, hydraulic design, green infrastructure (GI), and water quality analysis. Janet has managed and provided technical leadership for numerous site design and permitting projects. Her experience includes zoning analysis, building and parking layouts, extensive stormwater management designs, low impact development (LID), best management practices (BMP), utility and subsurface disposal system design, construction details, specifications and construction administration. She is experienced in local, state, and federal permitting, serving as the reviewing consultant for several Massachusetts communities.

KEY PROJECTS

Stormwater Improvements on Municipal Roadways, Watertown, MA:

To comply with the EPA MS4 General Permit, the City evaluates measures to provide G to roadway improvement projects annually. Responsibilities include evaluating roadway and locating potential opportunities for GI practices. Between 2017 and 2023 Janet oversaw the design and provided construction documents for dozens of GI practices throughout the town. Construction oversight is provided annually.

On-call Peer Review Services, Sudbury, MA: Provide on-call technical peer review services and construction oversight to the Sudbury Planning Board, Conservation Commission and Zoning Board of Appeals. Projects reviewed include Meadow Walk, a 50-acre redevelopment of the Raytheon campus. The project includes a Whole Foods grocery store, retail shops, a 250-unit affordable housing development, and a senior living housing complex. Responsibilities include evaluating the adequacy of the proposed stormwater Master Plan, individual phase site designs, erosion control plans, and the long-term Operation and Maintenance plan in accordance with applicable federal, state, and local permitting.

Stormwater Peer Reviews, Andover, MA: Associate Principal and primary contact with town since 2013. Provide ongoing technical peer review services and construction oversight to the Andover Planning Board, the Conservation Commission, and the Zoning Board of Appeals. Responsibilities include reviewing stormwater management designs and erosion control plans in accordance with federal, state and local wetlands and stormwater bylaws, MassDEP Stormwater Management Guidelines, and sound engineering practice on behalf of the reviewing Board. Janet has also assisted the Town with revising the town stormwater regulations and bylaws.

On-call Peer Review Services, Peabody, MA: Provide on-call technical peer review services to the Zoning Board of Appeals, the Planning Board, and the Conservation Commission. Projects reviewed include several comprehensive permits for residential developments, a Charter School, and a mulch facility.

Peer Review Services, Attleboro, MA: Principal in Charge for stormwater management and drainage reviews under the City of Attleboro Stormwater Ordinance for numerous applications presented to the Conservation Commission and Planning Board. Responsibilities include review of projects for compliance with the City's requirements as well as Massachusetts Stormwater Management Standards, and attendance at workshops.

On-call Engineering Services, Scituate, MA: Project Manager for technical peer review services of a residential development designed by Toll Brothers. The 70-acre project site included land known as the former Scituate Proving Grounds with significant

Janet Carter Bernardo,
P.E., LEED AP BD+C

Senior Project Manager | jbernardo@horsleywitten.com

Horsley Witten Group
 Sustainable Environmental Solutions



wetlands, flood plain encroachment, and the need to remediate existing contaminants. Assisted the Planning Board and the Conservation Commission by attending public hearings and providing technical reviews of the stormwater management, the wetland impacts, mitigation and replication, the sewer and water infrastructure, compliance with zoning bylaws, the landscaping design, construction details, and the fiscal analysis report. The development was approved in May 2018 and construction was complete in 2023.

On-call Engineering Services, Newton, MA: Associate Principal responsible for coordinating peer review services as requested by the City Planning Department and City Council. Reviews included the Northland Development, Riverdale Comprehensive Permit along the Charles River, Dunstan East along Cheesecake Brook, Riverside Development at the Riverside MBTA Station, and the Northland Charlton project off Needham Street.

Peer Review Services, Norton, MA: Senior Project Manager and Engineer for technical stormwater management reviews of proposed developments within the Town. Projects included Blue Star Business Park - Leonard Street South and North development. The project consists of approximately 1,000,000 sf of commercial, retail, office, warehouse, light industrial, and flex space buildings with associated parking, infrastructure, wetland mitigation, flood storage, and stormwater management. Written technical reviews and presentations provided to the Town in accordance with local, state and federal regulations.

On-call Stormwater Review Services, North Andover, MA: Associate Principal responsible for coordinating peer review services as requested by the Planning Board. Reviews include confirming stormwater management design complies with the local and state regulations.

Stormwater Peer Review Services, Bolton, MA: Project Manager for the technical peer review services to the Bolton Conservation Commission and the Zoning Board of Appeals. Projects reviewed included a senior living development, an industrial site, and several residential comprehensive permits. Responsibilities included working directly with the Town staff to review the adequacy and appropriateness of the proposed stormwater management designs and erosion control plans in accordance with local wetlands and stormwater bylaws, MassDEP Stormwater Management Guidelines, and sound engineering practice. Provided town with guidance on alternative stormwater BMPs.

Planning Board Peer Review, Merrimac, MA: Since 2013 have been the primary contact to the Merrimac Planning Board, providing on-call technical peer review services and construction oversight. Responsibilities include evaluating the adequacy of the proposed stormwater management, the site layout, and erosion and sedimentation controls. Routinely inspect construction projects and provide guidance on bond estimates.

Stormwater Peer Review, Woburn, MA: Have provided on-call technical peer review services to the Woburn Conservation Commission and the Woburn City Council since 2013. Responsibilities include evaluating the adequacy and appropriateness of the proposed stormwater management and the erosion and sedimentation controls proposed in accordance with the local wetlands and stormwater bylaws, MassDEP Stormwater Management Guidelines, and standard practice. Provide hearing testimony and suggest conditions of approval.

Stormwater Peer Review, Seekonk, MA: Provide on-call technical peer review services to the Seekonk Conservation Commission and Planning Board. Projects recently reviewed include a 40B development, a proposed bank, a definitive subdivision, and a large package distribution center. Responsibilities include evaluating the proposed stormwater management system and erosion and sedimentation controls in accordance with the local wetlands and stormwater bylaws, MassDEP Stormwater Management Guidelines, and standard practice.

Zoning Board of Appeals, Chelmsford, MA: Senior Project Manager for the technical peer review of two separate 40B developments. Responsibilities included evaluating the stormwater and civil engineering design aspects of the proposed developments and presenting the findings at a public hearing for the Comprehensive Permit applications.

Horsley Witten Group

Sustainable Environmental Solutions



Ellie Baker, AICP

Sr. Associate/

Sr. Environmental Planner

ebaker@horsleywitten.com

Areas of Expertise

Climate Change Adaptation
Watershed Planning & Assessment
Integrated Water Management
Stormwater Management
Environmental Permitting & Compliance
Coastal Resources

Professional Registrations & Affiliations

AICP
massFM, Board of Directors,
2024-present
APA, MA Chapter
Merrimack River Watershed Council,
Board of Directors 2009 to 2014;
President 2012 to 2014
Newburyport Conservation Commission,
2004 to 2008

Academic Background

Masters of Environmental Management,
Coastal and Watershed Systems,
Yale University
Bachelor of Arts, Environmental Studies
and Spanish, Bowdoin College

Professional Experience

Horsley Witten Group, Inc., Senior Project
Manager and Senior Environmental
Planner, 2006 to present, 2000 to 2004
The Nature Conservancy in New
Hampshire, Coastal and Marine
Program Director, February to
September, 2016
Weston & Sampson Engineers, Inc.,
Senior Environmental Scientist,
2004 to 2005
Harvard Institute for International
Development, Research Assistant,
Central America Project, 1997 to 1998
ICF Incorporated, Analyst, 1995 to 1997

Ellie has over 25 years of consulting experience working with federal, state, municipal, non-profit, and private clients in the fields of environmental planning, policy, and science. She is recognized for her expertise in green infrastructure and climate resiliency planning, watershed management, nonpoint source pollution management, coastal systems, and stormwater management. Ellie has assisted numerous coastal MA communities in planning for climate change impacts, including impacts to the community infrastructure and coastal ecosystems. Ellie directs HW's office in Exeter, New Hampshire, and serves as HW's climate change lead, working to ensure that HW is incorporating climate projections and concerns across all disciplines.

KEY PROJECTS

Coastal Florida Hurricane Ian Recovery and Resiliency Partnership Project – Sanibel, Fort Myers Beach, and Fort Myers, FL

Led a team under contract with EPA, with funding from FEMA, to assist three coastal Florida communities to explore and develop a variety of recovery and resiliency projects in the aftermath of Hurricane Ian. Through facilitated public discussions, design charrettes, research into regulatory codes and policies, and resiliency designs, our Team helped these communities plan for improved multi-modal connectivity, improve park resiliency designs, consider challenging neighborhood flooding remedies, address emergency response access needs, and integrate green infrastructure throughout these projects. HW was supported by Dover, Kohl and Associates (urban design and planning) and Spikowski Planning Associates.

Watershed Management Plans for Boynton and Government Cut Inlet Watersheds - Southeastern Florida, NOAA Coral Program

Managed the development of the Boynton Inlet Watershed and provided senior technical assistance to the subsequent development of the Government Cut Watershed. Both areas are comprised of highly mechanized and managed water systems in highly urbanized and varied settings. This work sets the stage for future funding and implementation of watershed improvements to reduce land-based source sources of pollutants and improve coastal water quality and coral reef habitats. Convened stakeholder advisory committees of municipal staff, scientific community and state and regional agency representatives to shepherd the projects. HW assessed pollutant loads and performed rapid field assessment to identify and develop concepts for retrofit opportunities.

Resilience Technical Assistance – Cape Ann, MA; Nolensville, TN, and Orange County, Florida

Managed the provision of technical assistance, under contract to EPA, to assist three selected regions to improve their resilience to natural disasters. Our team used and augmented the EPA and FEMA Regional Resilience Toolkit. We assisted 4 Cape Ann, MA communities with facilitated public engagement and coordination among various community organizations to identify regional (intermunicipal) priorities for hurricane resilience in the face of climate change. We assisted Nolensville, TN to build capacity to better plan for and incorporate green infrastructure and stormwater/flood resilience into land use decisions within a setting of rapid development and growth. We assisted Orange County, FL with public discussions and comprehensive plan updates to address a variety of resilience needs, the most pressing of which was heat mitigation and addressing the needs of climate migration and climate refugees.

Climate Resilient Code Review and Recommendations - Carlisle, MA

Managing a project to develop recommendations for improving Carlisle's local codes and policies to improve the community's resilience to climate change.

Ellie Baker, AICP

Sr. Associate/Sr. Environmental Planner
ebaker@horsleywitten.com

Horsley Witten Group
Sustainable Environmental Solutions



MVP Action Grant, HW is engaged with local boards and commissions, a municipal working group, and the public to identify areas for improvement and develop recommended changes ranging from floodplain protections to tree/forest management and emergency communications.

Fiscal and Economic Impacts of Sea Level Rise on Plum Island – Newbury and Newburyport, MA

Led a team to analyze the future fiscal and economic impacts to the two communities as a result of projected sea level rise and storm flood impacts on Plum Island, a barrier beach community integral to both municipalities. Administered funding provided by a MA MVP Action Grant and coordinated an active Advisory Committee process.

Support for Green Stormwater Infrastructure Implementation – Mystic River Watershed, MA

First under contract to EPA Region 1 and ERG, and then directly with certain communities, provided technical assistance to Mystic Watershed municipalities on improving and promoting green infrastructure implementation for stormwater management at a variety of scales. Drafted guidance documents, consulted with Mystic Watershed workgroup, and assessed current municipal permit processes.

Nemasket River/Assawompset Ponds Water Management and Climate Action Plan – SRPEDD, MA

Providing technical assistance through a MA MVP grant related to water resource management and climate change to a diverse project team of SRPEDD, MassAudubon, The Nature Conservancy, and local watershed communities. Developing a watershed management plan that incorporates anticipated climate impacts and addresses the balance of water supply, habitat, recreation, flood management, and other key elements of the watershed.

Cochecho Waterfront Development Project – Dover, NH

Led the multi-year permitting services for the project team designing and providing construction inspections for a transformational downtown waterfront park, living shoreline restoration and bank stabilization, along with roadways, utilities, and site preparation for redevelopment of the area by City-selected developers.

Municipal Vulnerability Preparedness (MVP) Planning – Multiple Municipalities, MA

Led Newburyport, Peabody, Newbury, and West Newbury individually through the MVP Planning Process. Served as project manager and point of contact for each municipal team, as well as workshop coordinator, lead facilitator and primary technical presenter at the workshop, and manager for the development of maps, workshop materials and final reports. These communities have since secured over \$1M in MVP Action grant funding.

Stormwater Program Long-Term Planning Assistance for Four Municipalities, EPA – Burlington, IA; Hattiesburg, MS; Rochester, NH; and Santa Fe, NM

Assisted EPA by providing technical support to 4 communities to improve their long-term integrate stormwater planning. Served as HW team project manager. Performed a GIS-based site suitability assessment for green infrastructure in three communities and developed and presented accompanying methodology guidance documents. For Santa Fe, NM, developed a brief graphical guidance for municipal departments on incorporating green infrastructure into roadway rights-of-way.

Site Suitability Analysis for Green Infrastructure to Boost Drought Resilience – Commonwealth of Massachusetts

Managed the development of a GIS-based methodology to identify suitable sites for green infrastructure practices, with the goal of improving drought resilience in a variety of settings in MA. This work was funded by EPA, to support the 2017/2018 MA Hazard Mitigation and Climate Adaptation Plan development process.

Coastal Resilience Designs along Ipswich River – Ipswich, MA

Served as Project Manager for the assessment and design of green infrastructure shoreline stabilization projects along approximately ½ mile of the Ipswich River to improve coastal resilience. Assessed nine locations, developed basic concept ideas for each site, and collaborated with a Steering Committee to further develop resiliency designs to permit plans for two locations. Transitioned project into permitting and 90% engineering design.

Horsley Witten Group

Sustainable Environmental Solutions



Jonas Procton, PE

Water Resources Engineer
jprocton@horsleywitten.com

Areas of Expertise

Stormwater Management
Hydrologic Modeling
HEC-RAS Hydraulic Modeling
Watershed Assessment
Low Impact Design
Energy System Modeling

Professional Registrations & Affiliations

Professional Engineer, MA # #59122
Licensed Soil Evaluator

Proficient in AutoCAD Civil 3D, SWMM,
HEC-HMS, HEC-RAS, PondPack, Revit,
and SketchUp

Academic Background

Bachelor of Science, Civil Engineering,
Tufts University, May 2019, Minor in
Environmental Science and Policy

Professional Experience

Horsley Witten Group, Inc., Staff
Engineer, August 2019 to Present

Stantec Consulting Services Inc., Civil
Engineering Intern, May 2017 to
August 2017

Jonas has over seven years of professional experience focusing on site design, stormwater management, low impact development, green infrastructure, hydrologic/hydraulic modeling, and watershed assessment. He has worked on a variety of projects related to water resources, stormwater retrofits, dam removal, and river restoration in various locations around Massachusetts, New Hampshire, Rhode Island, and Pacific Islands in Hawaii and American Samoa. He has experience collaborating with municipalities to develop projects from conceptualization through design, permitting, and installation.

KEY PROJECTS

Squannacook River Dam Removal – Groton & Shirley, MA

Lead engineer and project manager for a dam removal conducted along the Squannacook River for the Massachusetts Division of Ecological Restoration and the Town of Groton. The project aimed to restore river continuity of a coldwater fishery and provide public safety in case of dam failure for an aging dam with a complex ownership status. The project involved field survey, hydraulic modelling with HEC-RAS, and design of dam removal and river restoration. Project currently active in the feasibility and conceptual design phase.

Waimea 400 Water Management and Hydraulic Study – Waimea, Kauai, H

Project engineer for a wetland restoration located within a 400+ acre former sugar plantation in Waimea, Kauai. In collaboration with Roth Ecological Design Inc., the project served as one component of an affordable housing development. Design included field assessment, H&H modeling using HEC-RAS and HydroCAD softwares, and watershed pollutant modeling. Project currently active in the concept design phase.

Lily Pond Park Wetland Restoration – Nantucket, MA

Project engineer for a wetland restoration and park design project that aims to restore the function of filled wetland areas and provide access and connectivity in a green space adjacent to downtown Nantucket. Tasks included H&H modeling using HydroCAD software, site and green stormwater infrastructure (GSI) design, and resource impact assessment. Project is currently active in the design and permitting phase.

JV Fletcher Library – Westford, MA

Project engineering providing stormwater management and civil site design for a historic library. Project design included site layout and grading, stormwater management, utility coordination, and site preparation. Construction is anticipated to begin in 2025.

Aua Watershed Management Plan – Aua, American Samoa

Project engineering involved in field assessment, community engagement, green stormwater infrastructure (GSI) conceptual design, and development of a watershed management plan for a watershed associated with the world's longest-studied coral reef transect. The watershed management plan was the first of its kind to be developed for an individual watershed in American Samoa (AS), and was designed to prioritize community input and be easily applied by both village residents and AS agencies.

***Government Cut Inlet Watershed Management Plan – Miami, FL***

Project engineer contributing to field assessment and green stormwater infrastructure (GSI) conceptual designs in a metropolitan region of southeastern Florida. Concepts were developed for various land use types to provide generalized strategies to treat land based sources of pollution in the Government Cut Inlet watershed.

Capisic Brook Watershed Management Plan – Portland, ME

Project engineer conducting field assessment and green stormwater infrastructure (GSI) conceptual designs in an urbanized watershed in Portland, ME. Project included calculation of pollutant removal and prioritization of different GSI practices based on pollutant removal, cost, and constructability.

Norwood Riverfront Park – Norwood, MA

Project engineer involved in the design of green stormwater infrastructure (GSI) implementation at a proposed riverfront park in Norwood, MA. Participated in several public meetings in order to garner feedback from the surrounding community on park features and layout. Project design included field assessment, site layout, and hydrologic and hydraulic modelling using HydroCAD software. Project is currently active and under construction.

Cottage Street GSI – Watertown, MA

Project engineer involved with the design of green stormwater infrastructure (GSI) for installation during road improvement of Cottage and Sawin Streets. Project included field survey, subsurface soil assessment, and design of subsurface GSI practices.

Cotuit Library Immersive GSI – Cotuit, MA

Project engineer assisting with design of green stormwater infrastructure (GSI) practices at Cotuit Library. Design included bioretention pond with educational and interactive elements intended for use by children. Responsibilities included design of site layout and stormwater management, development of HydroCAD model, and documenting compliance with the Massachusetts Stormwater Management Standards. Construction completed in 2020.

Balfour at Brookline – Brookline, MA

Project engineer contributing to civil site design and stormwater management for a 160-unit luxury senior living residential development. Responsibilities focused on sustainable civil/site design which included extensive hydrology and stormwater management utilizing numerous BMPs in treatment trains in accordance with the Massachusetts Stormwater Management Standards. Project is on track for LEED Silver certification. Construction is ongoing, anticipated to be complete in Fall 2024.

Woburn Fire Headquarters, Woburn, MA

Project engineer providing stormwater management design for a new Fire Department Headquarters and support building. Project design included site layout, utility coordination, and stormwater management on a 3.1-acre parcel. Permitting included MassDOT and MEPA. Construction completed 2023.

Morton Station Village – Mattapan, MA

Project engineer providing stormwater management design for an affordable housing development on Morton Street in Mattapan. Evaluated pre- and post-development hydrologic and hydraulic models, designed and drafted site plan drawings. Permitting included MassDOT and BWSC. Construction completed 2023.

Upper Nemasket River Hydrology and Hydraulics Study – Middleboro, MA

Project Engineer for an H&H study of the Upper Nemasket River, the largest herring run in the state. The project included the collection of historical hydrology and infrastructure survey data and new field data to inform the creation of an H&H model using the HEC-RAS river modelling program. The model was used to evaluate a variety of potential water resources related projects including multiple dam removals, fish passage, channel restoration, bridge replacement, and wetlands restoration. Project complete, with ongoing design of priority restoration scenarios ongoing.



Jamie McCarthy

Environmental Scientist
jmccarthy@horsleywitten.com

Areas of Expertise

Wetland & Natural Resource Area Assessments
Environmental Permitting & Compliance
Rare Species
Invasive Species
Water Quality
Stormwater Management

Professional Registrations & Affiliations

Wetland Professional in Training (WPIT)
Wetland Scientist Apprentice (WSA) No. 065, NH
Certified Erosion, Sediment, and Stormwater Inspector (CESSWI) No. 7037
Qualified Compliance Inspector of Stormwater (QCIS) No. 1d039120
Qualified Preparer of Stormwater Pollution Prevention Plans (QPSWPPP) No. 1d039120
OSHA 40-Hour
Massachusetts Association of Conservation Commissions (MACC)
Society of Wetland Scientists (SWS), New England Chapter

Academic Background

Master of Science, Environmental Geoscience, University of Massachusetts Lowell
Bachelor of Science, Environmental Science and Policy, University of South Florida

Professional Experience

Horsley Witten Group, November 2022 - Present
SWCA Environmental Consultants, March 2020 - November 2022
Massachusetts Department of Conservation and Recreation, May 2012 - March 2020

Horsley Witten Group

Sustainable Environmental Solutions



Jamie McCarthy is an Environmental Scientist with over 10 years of experience in the environmental field. She is skilled in performing a variety of consulting services including wetland delineation, regulatory compliance, and environmental permitting. Prior to beginning her career in environmental consulting, Jamie led initiatives to implement resource management planning with the Massachusetts Department of Conservation and Recreation (DCR). Her expertise in stormwater management, impact assessment, and mitigation development has been primarily applied to support projects in energy generation, ecological restoration, and environmental remediation.

KEY PROJECTS

Taunton River Trail at Sweets Knoll State Park – Dighton, MA

Permitting specialist working in collaboration with the Department of Conservation and Recreation (DCR) and the Town of Dighton, MA to construct a shared-use path and improve recreational opportunities within the adjacent state park. To enhance community connectivity and public access to the federally designated Wild and Scenic Taunton River, DCR has envisioned a 22-mile trail, beginning in Somerset and extending northward, which this project is ultimately to become a part of. To protect sensitive resources and promote public involvement throughout the design process, permitting requirements will include coordination with local, state, and federal agencies, including USFWS, MHC, USACE, MEPA, and NEPA.

Bernie Cooper Riverfront Park, Norwood, MA

Permitting specialist for the ecological restoration and recreational enhancements of the 7-acre park at the confluence of Hawes Brook and the Neponset River. Community engagement initiatives influenced the park's design which includes a network of paths areas for passive recreation programming, river overlooks, stormwater infrastructure, habitat preservation, invasives management, and restoration plantings.

Conservation Commission Peer Review Services – Various Municipalities, MA

Performed third-party independent project reviews for municipalities including Taunton, Winchester, Newton, Sudbury, Attleboro, North Attleboro, Salem, and Merrimac, MA. Topics reviewed include resource area boundaries, wildlife habitat enhancements, wetland mitigation, stormwater management, and compliance with local, state, and federal regulations and permitting requirements.

Hurd Park Climate Resilient Hub – Woburn, MA

Permitting specialist working in collaboration with the Mystic River Watershed Association (MyRWA) and the City of Woburn to address local and regional flooding and climate change related impacts while providing both ecological and community benefits. Project elements include the restoration of Cummings Brook and creation of a nature-based public park. Project review and approval involves coordination with local, state, and federal agencies, including the Woburn Conservation Commission, MassDEP, MEPA, USACE, EPA, and FEMA.

Fox Hill Elementary School – Burlington, MA

Permitting specialist and natural resource surveyor/wetland delineator working in collaboration with DiNisco Design and the Town of Burlington to construct a new elementary school at the site of the currently over-populated Fox Hill Elementary School. Preliminary permitting efforts involved an Order of Resource Area Delineation and a Notice of Intent filing will follow. This is one of several school reconstruction projects HW has partnered with DiNisco Design on, including ongoing projects in Great Barrington, Amherst, and Newton, MA.

Jamie McCarthy
Environmental Scientist
jmccarthy@horsleywitten.com

Horsley Witten Group
Sustainable Environmental Solutions



Construction Oversight – Andover, MA and Somerset, NH

Providing oversight and guidance in accordance with the 2022 Construction General Permit for various projects including a dam reconstruction, landfill closure, subdivision developments, commercial developments, and other construction activities. Attending progress meetings and prepare reports on behalf of the Conservation Commissions for Somerset, NH and Andover, MA.

PROJECTS PERFORMED PREVIOUS TO HW EMPLOYMENT

New Bedford Harbor Superfund Site Remediation Monitoring – New Bedford, MA

Completed on-site wetland assessments and prepared associated reports for areas located along a 6-mile portion of the harbor to determine the success of remediation efforts. Provided recommendations for attainment of project goals to achieve healthy shoreline ecosystems within the restored coastal wetlands. Efforts to address historical contamination by PCBs and heavy metals within the 18,000-acre urban tidal estuary are on-going and highly motivated due to the dense population which surrounds this Superfund Site.

Eversource Transmission Right-of-way Reliability Program – Various Municipalities, MA

Permitting specialist and natural resource surveyor/wetland delineator for several 300-foot-wide linear easements, totaling approximately 60-miles, and crossing through 20 MA municipalities. Eversource initiated this program, which will result in the widening of the maintained portion of their transmission line corridors throughout New England, to improve system reliability and climate resiliency in response to increasing storm severity. Project planning and mitigation design required coordination with each town/city in addition to state and federal permitting authorities. MEPA review involved newly implemented Environmental Justice regulations.

Blackburn & Union Privileges Superfund Site Remediation Monitoring – Walpole, MA

Conducted on-site field investigations and data collection to monitor success of remediation efforts. The site was placed on the National Priorities List in 1994 after decades of industrial activities resulted in dangerous contamination in the form of inorganic chemicals including asbestos, lead, arsenic, nickel, volatile organic compounds, and semi-volatile organic compounds. Prepared reports for the Town of Walpole to implement their long-term remedy program and ensure the safety of current land use which now includes the recently constructed senior center and police station.

Construction Oversight – Various Municipalities, MA

Developed Stormwater Pollution Prevention Plans and oversaw their implementation in accordance with the 2022 Construction General Permit for various construction projects, generally in the utility sector. Performed construction inspections, rare species surveying, turbidity monitoring, and prepared reports as required by the Environmental Protection Agency.

ATTACHMENT 3. STANDARD HOURLY RATES - 2024

HORSLEY WITTEN GROUP – STANDARD HOURLY RATES - 2024

The following hourly rates for Horsley Witten Group personnel shall apply:
These rates will remain in effect through January 1, 2025, after which time HW may adjust hourly rates.

	<u>Title</u>	<u>2024 Rate</u>
Principals	• <u>Principal</u>	\$215 - \$230/hr
	• <u>Senior Associate</u>	\$205/hr
Project Managers	• <u>Senior Engineer III</u>	\$195/hr
	• <u>Senior Engineer II; Senior Planner II; Senior Scientist II; Senior Surveyor II</u>	\$170/hr
	• <u>Senior Engineer I; Senior Environmental Scientist I; Senior GIS Technician; Senior Landscape Architect I; Senior Planner I</u>	\$160/hr
Survey Staff	• <u>Senior Surveyor III</u>	\$180/hr
	• <u>2-Person Survey Crew</u>	
Technical Staff	• <u>Designer IV, Engineer IV; Planner IV; Scientist IV; Surveyor IV; System Administrator IV; GIS/Engineering Technician IV</u>	\$145/hr
	• <u>Designer III, Engineer III; Planner III; Scientist III; Surveyor III; System Administrator III; GIS/Engineering Technician III</u>	\$135/hr
	• <u>Designer II; Engineer II; GIS Specialist II; Landscape Architect II; Planner II; Scientist II</u>	\$125/hr
	• <u>CAD-GIS Technician I; Designer I; Emergency Response Planner I; Engineer I; Graphic Designer I; Landscape Architect I; Planner I; Scientist I</u>	\$115/hr
Admin. Staff	• <u>Administrative</u>	\$70/hr
	• <u>Intern</u>	\$70/hr
	• <u>Intern II</u>	\$100/hr

The following rates shall apply to project-related expenses:

- Mileage Based on current federal mileage reimbursement
- Photocopies (color / B&W) \$0.10/page
- Plotter Prints \$1.50/sq. ft.
- Mylar Plotter Prints \$2.50/sq. ft.
- Equipment Rental: RTK \$250/day
- Equipment Rental: WQ Probe \$150/day
- GIS on-line data hosting \$10-\$25/month based on usage
- Subcontractor Fees Cost + 15% Mark up

The client shall be billed for disposable field supplies and/or special equipment if applicable.
Other direct expenses incurred will be billed at cost.

The Year 1 hourly rates for specific key staff are identified below.

HORSLEY WITTEN GROUP, INC.	YEAR 1 HOURLY RATE
Janet Bernardo, P.E., Principal in Charge	\$ 230
Ellie Baker, Senior Associate	\$ 205
Jonas Procton, P.E., Engineer	\$145
Jamie McCarthy, Wetland Scientist	\$135

ATTACHMENT 4: CONTRACT

Horsley Witten Group

Sustainable Environmental Solutions

90 Route 6A • Unit 1 • Sandwich, MA 02563
508-833-6600 • horsleywitten.com



Client Name: Town of Merrimac, MA
Address: 2 School Street
Town: Merrimac, MA 01860
Contact: Denise McClure, AICP, Town Planning Consultant
Re: Engineering and Construction Supervision
Technical Assistance - 3-Year Term, 2024 - 2027

MUNICIPAL ON-CALL AGREEMENT HOURLY TIME AND EXPENSE FEE AGREEMENT

The Town of Merrimac, MA [hereinafter referred to as "The Client"] the undersigned agrees to and accepts the following terms and, further, understands that such terms shall apply for the duration of this Agreement with HORSLEY WITTEN GROUP, INC. [hereinafter referred to as "HW"].

The Client wishes to engage HW to perform professional services and HW wishes to perform professional services for the Client in an environmentally responsible manner for the Engineering and Construction Supervision Technical Assistance - 3-Year Term, 2024 - 2027 (the "Project"). In consideration of the above, the client and HW agree as follows:

1. HW will provide on-call engineering and construction supervision technical assistance services for the Town of Merrimac, all as more particularly described in the proposal dated October 25, 2024, which is made party of this Agreement and describes the project. The work will be provided on a time and materials basis at the rates listed below.

The Client shall receive a monthly invoice from HW for work performed and related expenses incurred during the prior 30-day period (the "billing period"). HW will invoice as hourly and reimbursable expenses are incurred.

2. The following hourly rates for HW personnel shall apply: These rates will remain in effect for Year 1 of the contract, after which HW may adjust hourly rates.

	Rate
• Principal	\$215 - \$230/hr
• Senior Associate	\$205/hr
• Senior Engineer III	\$195/hr
• Senior Engineer II; Senior Planner II; Senior Scientist II; Senior Surveyor II	\$170/hr
• Senior Engineer I; Senior Environmental Scientist I; Senior GIS Technician; Senior Landscape Architect I; Senior Planner I	\$160/hr
• Senior Surveyor III	\$180/hr
• 2-Person Survey Crew	\$180/hr
• Designer IV, Engineer IV; Planner IV; Scientist IV; Surveyor IV; System Administrator IV; GIS/Engineering Technician IV	\$145/hr

- Designer III; Engineer III; Planner III; Scientist III; Surveyor III; System Administrator III; GIS/Engineering Technician III \$135/hr
- Designer II; Engineer II; GIS Specialist II; Landscape Architect II; Planner II; Scientist II \$125/hr
- CAD-GIS Technician I; Designer I; Emergency Response Planner I; Engineer I; Graphic Designer I; Landscape Architect I; Planner I; Scientist I \$115/hr
- Intern II \$100/hr
- Intern \$70/hr
- Administrative Assistant \$70/hr

3. The following rates shall apply to routine job-related expenses incurred by HW. Other direct expenses will be billed at cost:

Mileage Rate: <i>Based on Current Mileage Reimbursement Federally-approved by IRS</i>	Equipment Rental – RTK	\$250.00/day
	Equipment Rental – WQ Probe	\$150.00/day
Subcontractor Costs: Cost plus 15%	GIS Online Data Hosting	\$50.00/ 6 months
Photocopies \$0.10/page	Mylar Plotter Prints	\$2.50/sq.ft.
Plotter Prints \$1.50/sq.ft.		

The Client shall be billed for disposable field supplies and/or special equipment, as applicable. The cost estimate does not include subcontractor's costs for drilling, backhoe and/or lab analysis.

4. Final reports and presentations shall not be provided until final payment is received. If payment has not been received within 30 days of the invoice date, or the Client has failed to notify HW of a dispute of the invoice, HW may, with due notification to the Client, stop work on the project until such time as all outstanding invoices have been resolved.
5. Project findings and reports for which payment has not been received within 30 days of invoice date will be the property of HW and may not be used by the Client for any purpose. Any such use without written consent will be at the Client's sole risk and without liability or legal exposure to HW; and the Client, or whoever shall use said documents in violation of this section, shall indemnify and hold harmless HW from all claim, damages losses and expenses, including attorneys' fees arising out of or resulting therefrom. This section may be specifically enforced by any court of competent jurisdiction by HW which shall, in addition to injunctive relief, be entitled to recover damages, if any, arising from any breach of this section, together with costs and reasonable attorneys' fees in any action brought to enforce the provision of this Section. HW reserves the right to notify all appropriate regulatory agencies that our firm will provide no further support for any materials or testimonies submitted under our name in the event that bills are not paid.
6. Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due for services rendered under this Agreement, HW shall be entitled to full reimbursement of all such costs, including reasonable attorneys' fees, as part of the Agreement.
7. The Client shall at all times indemnify and save harmless HW and its officers, agents and employees on account of any claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of any claims, damages, personal injuries, property losses and/or economic damages sustained by or alleged to have been sustained by any person or entity, caused in whole or in part by the acts, omissions or negligence of the Client, its agents, employees, or subcontractors in connection with the project.

8. At any time, either the Client or HW shall have the absolute discretionary right to terminate this Agreement without cause or reason, by giving written notice to the other party by certified mail, return receipt requested to the address listed herein. The termination date of this Agreement shall be the date of receipt of notice or 5 days after the mailing of notice of termination, whichever occurs sooner. Notwithstanding termination of this Agreement, the Client shall be liable for and shall compensate HW for all work performed as of the termination date. HW will deliver to the Client all work products completed as of the termination date for which payment has been received. Upon termination of this Agreement, HW shall not be liable to the Client or any third party for any damages of any kind, including direct, indirect or consequential damages, including, but not limited to damages due to delay, lost revenues and accrued incidental costs. It is understood and agreed that HW will stop work as of the date of termination of this Agreement and will not be responsible for delivery of any additional or future work products.
9. For any damage on account of any error, omission or other professional negligence, the parties agree that to the fullest extent permitted by law, the total liability that HW will be limited to is a sum not to exceed the available proceeds from HW's insurance.
10. HW shall not be responsible for failure to perform or for delays in the performance of work, which arise out of causes beyond the control and without the fault or negligence of HW.
11. All documents including Drawings and Specifications prepared pursuant to this Agreement are instruments of service with respect to the Project. They are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project and shall not be reused without the express written consent of HW. Any reuse without written consent or adaptation by HW for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to HW; and the Client, and/or whomever shall reuse said documents, shall indemnify and hold harmless HW from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such consent or adaptation will entitle HW to additional compensation at rates to be agreed upon by HW and the person or entity seeking to reuse said documents. This section may be specifically enforced by any court of competent jurisdiction by HW which shall, in addition to injunctive relief, be entitled to recover damages, if any, arising from any breach of this section, together with costs and reasonable attorneys' fees in any action brought to enforce the provisions of this Section.
12. This Agreement represents the entire agreement between the parties regarding this Project. In entering into this Agreement, Client has relied only upon the warranties or representations (a) set forth in this Agreement; or (b) implied in law. No oral warranties, representations or statements shall be considered a part of this Agreement or a basis upon which the Client relied in entering into the Agreement. No statements, representations, warranties or understandings, unless contained herein, exist between Client and HW.
13. Should a need for further scope or budget revision be identified by either the Client or HW, the party requesting the revision shall notify the other party immediately. All changes to this Agreement must be in writing, signed by both parties.
14. The client acknowledges that HW is a corporation and agrees that any claim made by the Client arising out of any act or omission of any director, officer, or employee of HW in the performance of this or any other agreement between the parties shall be made against the corporation and not against such director, officer, or employee individually. Any breach of this section shall entitle such director, officer, or employee of HW to, in addition to all other relief, costs and reasonable attorneys' fees.
15. The invalidity of any portion of this Agreement shall not invalidate the entire agreement. If any portion or clause hereof shall be declared unenforceable or invalid by any court of competent jurisdiction, such

portion or clause shall be deemed stricken from the Agreement and the remainder hereof shall be binding upon the parties hereto, their heirs, successors and assigns.

16. The Laws of the Commonwealth of Massachusetts shall govern this Agreement.
17. All notices sent pursuant to this Agreement shall be sent to HW and to the Client at the addresses listed on the Client Information Sheet attached hereto.
18. Services do not include legal consultation or constitute legal advice. Appropriate counsel should be employed where warranted.
19. HW shall not be liable for the failure of any manufactured product or any manufactured or factory assembled system of components to conform to the manufacturer's specifications, product literature or written documents.
20. The individual signing below, on behalf of the Client, represents that he/she has full authority to bind the Client to this Agreement.

CLIENT

HORSLEY WITTEN GROUP

DATE

DATE



Agenda Item
Merrimac Select Board
11/18/24

24EMPG Grant-Fire-Vote Needed

Subject:

Attachments:

24EMPG Grant-Fire-Vote Needed



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems 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 Instructions](#), [Contractor Certifications](#) and [Commonwealth Terms and Conditions](#), which are incorporated by reference herein. Additional non-conflicting terms may be 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): MERRIMAC, TOWN of		COMMONWEALTH DEPARTMENT NAME: Massachusetts Emergency Management Agency (MEMA)	
Legal Address: (W-9, W-4) 4 School Street, Merrimac, MA 01860-1915		Business Mailing Address: 400 Worcester Rd, Framingham, MA 01702	
Contract Manager: Larry S. Fisher	Phone:	Billing Address (if different): same	
E-Mail: lfisher@merrimacfire.org		Contract Manager: EM Grants Unit	Phone #: 508.630.1111
Contractor Vendor Code: VC6000191880		E-Mail: EM.Grants@mass.gov	Phone #: 508.561.1111
Vendor Code Address ID (e.g. "AD001"): (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): FY25EMP6240000MERRI	
		RFR/Procurement or Other ID Number: FFY2024EMP6	
X NEW CONTRACT		CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) Statewide Contract (OSD or an OSD-designated Department) Collective Purchase (Attach OSD approval, scope, budget) X 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)		Enter Current Contract End Date <u>Prior to</u> Amendment: _____ Enter Amendment Amount: _____ AMENDMENT TYPE: (Check one option only. Attach details of amendment to Date, Scope or Budget (Attach updated scope and budget) Interim Contract (Attach justification for Interim Contract and updated scope) Contract Employee (Attach any updates to scope or budget) Other Procurement Exception (Attach authorizing language/justification and scope and budget)	
The Standard Contract Form Instructions, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference in this Contract and are legally binding: (Check ONE option): X Commonwealth Terms and Conditions Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be 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.) X Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$2,700.00			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments: 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). X only initial payments (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: Funding for this grant is provided via a Federal Fiscal Year 2024 Emergency Management Performance Grant (EMPG), Assisting Listing #97.042 and has a request for dollar match. Funds may only be used for activities outlined in the subrecipient's approved FFY2024 EMPG Subgrant Application and in accordance with the Federal Standard Terms and Conditions, Commonwealth Terms and Conditions, and MEMA Special Conditions and Reporting Requirements.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: X 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 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 attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2025</u> , with no new obligations being incurred after this date unless the Contractor is properly 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 or 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 the 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 approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documents upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated herein according to the following hierarchy of document precedence, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, Commonwealth Terms and Conditions, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that 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 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:		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:	
X: _____ Date: _____ Print Name / Title: _____		X: _____ Date: _____ Print Name / Title: <u>Randall Lui, Chief Financial Officer</u>	



Agenda Item
Merrimac Select Board
11/18/24

Notification_ Bob Sinibaldi Performance Evaluation Fri Nov 15, 2024

Subject:

Attachments:

Notification_ Bob Sinibaldi Performance Evaluation @ Fri Nov 15, 2024 12pm - 1pm (EST) (Board of Selectmen)

From: [Google Calendar](#)
To: [Jennifer Penney - Select Board \(X3080\)](#)
Subject: Notification: Bob Sinibaldi Performance Evaluation @ Fri Nov 15, 2024 12pm - 1pm (EST) (Board of Selectmen)
Date: Friday, November 1, 2024 1:00:07 PM

You have an upcoming event

Bob Sinibaldi Performance Evaluation

(Friday Nov 15, 2024 · 12pm – 1pm (Eastern Time - New York

Annual Performance Evaluation Due

Guests

organizer - Jennifer Penney
selectman3@townofmerrimac.com
selectman2@townofmerrimac.com
selectman1@townofmerrimac.com

[View all event details](#)

Invitation from [Google Calendar](#)

You are receiving this email because you are subscribed to calendar notifications. To stop receiving these emails, go to [Calendar settings](#), select this calendar, and change "Other notifications".

Forwarding this invitation could allow any recipient to send a response to the organizer, be added to the guest list, invite others regardless of their own invitation status, or modify your RSVP. [Learn more](#)

Attachment: Notification_ Bob Sinibaldi Performance Evaluation @ Fri Nov 15, 2024 12pm - 1pm (EST) (Board of Selectmen) (Notification_ Bob