



Merrimac Select Board

Select Board Meeting

12/02/24

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

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

II. CALL TO ORDER

PRESENT: Gustison, Manni, Gorzynski, Bruno, Adams

ABSENT:

III. APPROVE AGENDA

1. Motion to approve

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

IV. APPROVAL OF PAYROLL AND VENDOR WARRANT OF NOVEMBER 25, 2024

1. Motion to approve

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

V. CORRESPONDENCE

1. Response from IHC Design Regarding ADA Website

Gorzynski says we have 2 different responses in regard to ADA compliance. She will find out how incompatible we are and what the cost is. Bruno agrees they have to talk to Chris Gaudet.

2. ABCC ADVISORY REGARDING CHANGES TO M.G.L. C. 138, § 15F- FARMER'S MARKET PERMIT

3. Tax Rate Approval Notification - Merrimac - 2025

Earliest ever approved for the town; McLeod offers kudos to the whole team; DOR website will do tax comparisons online.

4. Xfinity Additional Pricing Changes - Services No Longer Available for New Subscriptions

5. Municipal Notice_ Host Community Agreement Determination_ MRR207098

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.

6. Economic Dev. Bond Bill Changes to 40A Sec 3A Impacted Grants, 40A and 43D

7. Motion to file correspondence

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

VI. OLD BUSINESS

1. Gov Transportation Letter

Manni says Gustison did an incredible job. Composed letter after cherry sheets and talking with the superintendent. Sent to the regional select boards. West Newbury will sign, send, and cc all state reps.

VII. AGENDA ITEMS

1. Water and Sewer Liens

The list is not ready; approve for chair to sign once ready; public notice. Time sensitive for tax bills. Motion for the chair to sign the liens when they are available

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

2. Employee Appraisal- Tom Chigas

Motion to accept employee appraisal and approve the 1% increase

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

3. Employee Appraisal- Greg Hatch

Motion to accept employee appraisal and approve the 1% increase

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

4. Rural Development Fund Contract Documents

Motion to chair to sign standard contract form

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

5. River Road Truck Survey

An opportunity to revisit the truck traffic on River Rd. Motion to approve the proposal for the River Rd. survey

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

6. Town Hall Renovation- Window Proposal

This proposal is in addition to the last. Four windows to be replaced. Motion to approve the window estimate for the town hall renovation

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

7. Municipal Local Cybersecurity Grant Program (MLCGP) - Match Portion

Taken care of last meeting.

8. 24EMPG MERRIMAC Contract Executed Thru 063025 with Notice to Proceed

Motion to approve

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

9. Disclosure of Special Municipal Employee- Patty Olds- Cultural Council

Notification of disclosure of potential conflict of interest library and cultural council; Gustison agrees there is no conflict but thanks Patty Olds for filing. Allow for the exemption of Patty Olds to serve on the Cultural Council

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

10. Cultural Council Resignations

Motion to accept resignations

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

11. Volunteer Application-Jason Skinner-Cultural Council

Motion to appoint to Cultural Council

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

12. Electric Chargers

The state is ok with the electric chargers being compliant; we may have a third one coming. Adams says Shears doesn't want one at the police station. Mary Usovicz would like one. She is also having the Senior Ctr evaluated to be an acceptable site. They will explore costs. Motion to assign one of the chargers for use at the Council of Aging amended to limited to understanding the cost of installation and managing the hours/usage/cost of the second unit while overnight

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

13. Survey Communication

14. Town Hall Hours

Adams says 10 employees were present at the meeting. All but one were in agreement to keep the schedule as is. He thought it was a constructive meeting. The employees asked was how are we not meeting the needs of the public. Adams said Tuesday nights was a possibility. Adams has discussed with Mary Usovicz about sending out a survey. Only full-time people were invited that were affected by it. Manni asks Gustison is the survey something the board wants to move forward with. Gustison says there are challenges, and we are in the process of having a comprehensive study of town governance. Need to identify the key issues with services being met. He doesn't agree the survey would be effective; Adams says the light dept told him survey challenges caused them to contract out for \$6000; paperless billing; those issues seem to reflect that more time is needed. Mentioned options-move the late night, go to FinCom and increase hours to 40 or modify hours to get the Friday hours. Gustison says they can make consideration of the hours part of the study for town governance. Gorzynski disagrees. She says it's about the services people are not getting. Adams feels the only way we can get public information is the survey. Bruno says the survey is not an appropriate way to go. Discussion turns to not doing the survey but have the select board change current schedule. Manni says they need to decide on survey and costs. Bruno doesn't think the survey is going to work. Bruno asks that they have late night on Tuesday. Adams says it makes no sense to go around and around. Gorzynski is questioning the accuracy of the survey. Gustison says there will be public forums and a committee with the Collins Center study; they will be doing the structural study, and we should listen them. Gorzynski says 12-18 months is going to take too long. The board members are into the public's opinion.

Gustison doesn't think a paper survey is going to get what they are looking for- he's against the survey. Manni also says no to a survey. The board determines they are not reaching out for a public survey. Adams is looking for a proposal. Gustison says some of the comments being made can be taken as personal. Moving to Tuesdays is because of Monday holidays. Gustison amends Monday to Tuesday and make Fridays a consideration for the study. Motion to change the late hours to Monday to Tuesday and change the select board meeting to Tuesdays effective as of Jan 6.

Adam's vote is a no because he doesn't feel the board is ready. He is comfortable using governmental study for town hall hours. Manni says a member needs to bring a proposal of how to move forward and why. Gorzynski wants to set of date for talking to people in town with different perspectives. Bruno asks McLeod if she can come up with a proposal with the employees to figure out the hours staying within their current budget. McLeod will meet with employees to get input and a proposal for how it would work for employees. Manni says having a board member work with McLeod makes sense. Gustison excuses himself from it-Bruno will work with McLeod.

RESULT:	APPROVED [3 TO 2]
MOVER:	Irina Gorzynski, Member
SECONDER:	Janet Bruno, Board Member
AYES:	Manni, Gorzynski, Bruno
NAYS:	Gustison, Adams

15. Coastal Metals- Redevelopment Water Drum Disposal

Special article funds used. Meeting Wednesday with the 3rd party contractor. Motion for the chair to sign the Coastal Metal redevelopment contract

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

16. Best Practices-Organizational Structure Study

Table to get a best practices document from the Collins Center

17. State of Schools

Gustison says the test scores from Covid to now is stark. Gorzynski said she was impressed with the technology. Bruno thought it was a great presentation. Adams felt they were in a academically sound position. He appreciated the information about the facilities and fields. Lack of funding is disappointing. Project 211 talks about communities in Ch70 and transportation. Gustison suggests people check it out. Manni talks about fields and facilities. Pentucket Regional agreement is up. Manni worked with the other towns. Makes us more consistent and transparent.

18. Performance Evaluation-Robert Sinibaldi

Manni performed the review and distributed to Sinibaldi. Says Sinibaldi's opinion is respected. Manni confirms Sinibaldi is not looking for the 1%.

19. Sewer Laborer- Aidan Frary

Application for a second Whittier Tech student to join the Sewer Dept. Motion to offer the appointment of sewer laborer to Aiden Frary

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

20. Resignation of Part Time Dispatcher-Mikara Crowley

Motion to accept the resignation

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

21. Performance Evaluation-Lorna Morgan

Motion to accept the performance evaluation for dispatcher Lorna Morgan and offer the 1%

VIII. EXECUTIVE SESSION

1. MGL C30A, Sec.21A 2.To Conduct Strategy Sessions in Preparation for Negotiations with Non-Union Personnel or to Conduct Collective Bargaining Sessions or Contract Negotiations with Non-Union Personnel.

Motion to enter into executive session at 8:53 pm and come out only to adjourn

Roll call vote

Gustison- yes; Manni-yes; Gorzynski-yes; Bruno-yes; Adams- absent

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

3. MGL C30A, Sec. 21A 3.To Discuss Strategy with Respect to Collective Bargaining or Litigation If an Open Meeting May Have a Detrimental Effect on the Bargaining or Litigating Position of the Public Body and the Chair So Declares.

5. MGL C30A Sec. 21A 1.To Discuss the Reputation, Character, Physical Condition or Mental Health, Rather Than Professional Competence, of an Individual, or Discuss the Discipline or Dismissal Of, or Complaints or Charges Against, a Public Officer, Employee, Staff Member or Individual.

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

7. Motion to come out of executive session at 9:20pm and adjourn

Roll call vote

Gustison-yes;Manni-yes;Gorzynski-yes;Bruno-yes;Adams-yes

RESULT:	APPROVED [UNANIMOUS]
AYES:	Gustison, Manni, Gorzynski, Bruno, Adams

IX. ADJOURN

**Merrimac Select Board**

2 School Street

Merrimac, MA 01860

Meeting: 12/02/24 07:00 PM

Department: Merrimac Select Board

Category: Information

Prepared By: Jennifer Penney

Initiator: Jennifer Penney

Sponsors:

SCHEDULED**CORRESPONDENCE (ID # 8957)**

DOC ID: 8957

Response from IHC Design Regarding ADA Website**COMMENTS - Current Meeting:**

Gorzynski says we have 2 different responses in regard to ADA compliance. She will find out how incompatible we are and what the cost is. Bruno agrees they have to talk to Chris Gaudet.

From: [Chris Gaudet - Commission on Disability](#)
To: [Jennifer Penney - Select Board \(X3080\)](#)
Subject: Fwd: ADA/websites
Date: Monday, November 18, 2024 10:53:36 AM
Attachments: [image.png](#)

Hi Jen

Below is the response from the consultant who reviewed the town's website to John Guilfoil response. Can you please forward this email to the select board members for their review. Thank you

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

Begin forwarded message:

From: Anoop Sundararajan <asundararajan@ihcdesign.org>
Date: November 18, 2024 at 7:36:04 AM EST
To: Chris Gaudet - Commission on Disability <COD@townofmerrimac.com>
Cc: Gabriela Sims <gsims@ihcdesign.org>
Subject: Re: ADA/websites

Hi Chris,

So sorry for the delay in responding to your message.

As a general practice, we do not endorse or recommend the use of accessibility overlays like the AccessiBe platform, though that is only one of many options that provide similar services. Building towards accessibility and then maintaining it is a task that involves a lot of nuance, manual testing and intervention. Though third-party widgets and overlays can provide some customization options for various users, ensuring the website is accessible and usable on its own is crucial to provide equitable navigation experiences. And building towards that in the long-term will involve training for all staff who interface with and upload content on the website so that the standards are maintained as new information is added or things are changed on the website.

I'm including a few links below that provide more information on the accessibility overlays and their history/avoidance as best practice in the digital accessibility industry.

Overlay Factsheet: <https://overlayfactsheet.com>
 Lainey Feingold's Website Post: <https://www.lflegal.com/2020/08/quick-fix/>

Happy to discuss if you have any questions.

Attachment: Fwd_ ADA_websites (Response from IHC Design Regarding ADA Website)

Thanks,
Anoop

On Thu, Nov 14, 2024 at 8:52 AM Chris Gaudet - Commission on Disability
<COD@townofmerrimac.com> wrote:

Hi Anoop

I'm meeting with the select board Monday evening to discuss the websites. I'm curious on your thoughts on the response below. Also, the library is having a new website created and I'll find out when they expect it to be completed.

Thank you

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

On Nov 7, 2024, at 3:04 PM, Chris Gaudet - Commission on Disability <COD@townofmerrimac.com> wrote:

Please see response from company who over sees the websites for
(Police, Fire, Town of Merrimac).

Thank you

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

Begin forwarded message:

From: "Jennifer Penney - Select Board (X3080)"
<selectmen@townofmerrimac.com>
Date: November 7, 2024 at 2:25:12 PM EST
To: Chris Gaudet - Commission on Disability
<COD@townofmerrimac.com>
Subject: FW: ADA/websites

Hi Chris,

I just wanted to send this along in case you haven't seen it.

Attachment: Fwd_ ADA_websites (Response from IHC Design Regarding ADA Website)

Best,

Jennifer Penney

Executive Assistant

Notary Public

Office of the Select Board

Town of Merrimac

4 School St.

Merrimac, MA 01860

P: 978-346-8862

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

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

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

Notice:

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

From: Alyssa Sexton - ISD (X3060)

<asexton@townofmerrimac.com>

Sent: Thursday, November 7, 2024 10:24 AM

To: Jennifer Penney - Select Board (X3080)

<selectmen@townofmerrimac.com>; Carol McLeod - Finance (X3040) <cmcleod@townofmerrimac.com>

Subject: FW: ADA/websites

Attachment: Fwd_ ADA_ websites (Response from IHC Design Regarding ADA Website)

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."

Attachment: Fwd_ ADA_websites (Response from IHC Design Regarding ADA Website)

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.



<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:

<image.png>

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 Accessible 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!](#)**

Attachment: Fwd_ ADA_websites (Response from IHC Design Regarding ADA Website)

--

Anoop Sundararajan

Human Factors & Inclusive Technology Researcher

Institute for Human Centered Design

560 Harrison Avenue, Unit #401

Boston, MA 02118

516-233-0763 (cell)

HumanCenteredDesign.org

Attachment: Fwd_ ADA_ websites (Response from IHC Design Regarding ADA Website)

**Merrimac Select Board**

2 School Street

Merrimac, MA 01860

Meeting: 12/02/24 07:00 PM

Department: Merrimac Select Board

Category: Information

Prepared By: Jennifer Penney

Initiator: Jennifer Penney

Sponsors:

SCHEDULED~~CORRESPONDENCE (ID # 8953)~~~~DOC ID: 8953~~**ABCC ADVISORY REGARDING CHANGES TO M.G.L. C. 138,
§ 15F- FARMER'S MARKET PERMIT**

From: [Melville, Ryan \(TRE\)](#)
To: [Melville, Ryan \(TRE\)](#)
Subject: ABCC ADVISORY REGARDING CHANGES TO M.G.L. c. 138, § 15F- FARMER'S MARKET PERMIT
Date: Friday, November 22, 2024 12:18:11 PM
Attachments: [ABCC ADVISORY New 15F final.pdf](#)
[Farmer's Market Permit .pdf](#)

ALCOHOLIC BEVERAGES CONTROL COMMISSION (“ABCC”) ADVISORY REGARDING CHANGES TO M.G.L. c. 138, § 15F- FARMER’S MARKET PERMIT

On November 20, 2024, Governor Maura Healey signed (in part) “An Act Relative to Strengthening Massachusetts’ Economic Leadership” which made changes to Farmer’s Market Permits (M.G.L. c. 138, § 15F). The text of the bill can be found [HERE](#).

Farmer brewers (M.G.L. c. 138, § 19C), pub brewers (M.G.L. c. 138, § 19D), and farmer distillers (M.G.L. c. 138, § 19E) are now allowed to apply to local licensing authorities for the issuance of Farmer’s Market Permits. Farmer wineries (M.G.L. c. 138, § 19B) may still apply to local licensing authorities for the issuance of Farmer’s Market Permits.

This type of license is issued at the sole discretion of the Local Licensing Authorities and does not require the approval of the ABCC.

The application can be found using this link, <https://www.mass.gov/info-details/apply-for-a-special-license-or-permit-abcc>. The application was drafted to assist with these licenses, and it is modeled after our farmer series license applications. The use of this application is not required but is an additional tool to assist in simplifying the process. Its use is solely at the discretion of the Local Licensing Authorities, which may require additional information that it believes is appropriate.

All applicants must submit a certification from the Massachusetts Department of Agricultural Resources that the Farmer’s Market, for which they are seeking a license, is an “agricultural event.” These licenses are not subject to the quota or limit on the number of section 15 licenses that otherwise exist in each city or town.

As always, all licensees must ensure that they comply with the laws of the

Commonwealth of Massachusetts, and that sales of alcoholic beverages take place only as authorized by federal, state, and local law.

Questions concerning this Advisory may be directed to Ralph Sacramone, Executive Director of the Massachusetts Alcoholic Beverages Control Commission at (617) 727- 3040 x 731.

(Issued 11/22/2024)

Ryan Melville
Deputy Executive Director
Massachusetts Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150
Phone-1-857-453-2718
Fax-1-617-727-1258

**Merrimac Select Board**

2 School Street
Merrimac, MA 01860

Meeting: 12/02/24 07:00 PM

Department: Merrimac Select Board

Category: Information

Prepared By: Jennifer Penney

Initiator: Jennifer Penney

Sponsors:

SCHEDULED

~~CORRESPONDENCE (ID # 8964)~~

~~DOC ID: 8964~~

Tax Rate Approval Notification - Merrimac - 2025

COMMENTS - Current Meeting:

Earliest ever approved for the town; McLeod offers kudos to the whole team; DOR website will do tax comparisons online.

From: recapdata@dor.state.ma.us
To: [Carol McLeod - Finance \(X3040\)](#); [Anne Jim - Accounting \(X3005\)](#); [Michelle Barry - Tax \(X3091\)](#); [Jennifer Penney - Select Board \(X3080\)](#); [selectman1@townofmerrimac.com](#) old; [Gena Sinibaldi - Assessor Board Member](#); [Susan Searle - Assessor Board Member](#); [Kelleigh Greaney - Assessing \(X3011\)](#); [Joyce Clohecy - Assessor Board Member](#); [Heather Roche - Assessing \(X3010\)](#); [disgateway@dor.state.ma.us](#)
Cc: colburnb@dor.state.ma.us
Subject: Tax Rate Approval Notification - Merrimac - 2025
Date: Tuesday, November 19, 2024 2:19:16 PM

Massachusetts Department of Revenue Division of Local Services

Geoffrey E. Snyder, Commissioner of Revenue
 Sean R. Cronin, Senior Deputy Commissioner of Local Services

Merrimac Assessors

Date: 11/19/2024

Dear Assessors:

The Fiscal Year 2025 tax rate has been certified by the Bureau of Accounts for Merrimac.

The four pages of the Tax Rate Recapitulation form and the Levy Limit worksheet (not applicable to districts) are available on the Division of Local Services website:

[Tax Rate Recapitulation Form](#)

[Levy Limit Worksheet](#)

Page one of the Tax Rate Recapitulation form includes the Director of Accounts' electronic signature and the date of approval. This letter is your notification of approval pursuant to Massachusetts General Laws Chapter 59, section 23. Please forward copies of this notification to other officials as you deem appropriate.

We wish to thank you for your cooperation and assistance in the tax rate setting process.

Sincerely,



Deborah A. Wagner
Director of Accounts
Massachusetts Department of Revenue

This email and any attachments may contain information that has been classified as Confidential or Restricted if indicated as such. It is intended exclusively for the use of the individual(s) to whom it is addressed. If inappropriately disclosed, this information could seriously damage the mission, safety or integrity of an agency, its staff, or its constituents. This information may be protected by federal and state laws or regulations. Retransmission or forwarding of this email must only be done after receiving explicit written approval from the original sender of the email. The data must only be stored in encrypted format.

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**Merrimac Select Board**

2 School Street

Merrimac, MA 01860

Meeting: 12/02/24 07:00 PM

Department: Merrimac Select Board

Category: Information

Prepared By: Jennifer Penney

Initiator: Jennifer Penney

Sponsors:

SCHEDULED

CORRESPONDENCE (ID # 8962)

DOC ID: 8962

Xfinity Additional Pricing Changes - Services No Longer Available for New Subscriptions



Re: Addendum II - Additional Pricing Changes - Services No Longer Available for New Subscriptions

We are writing to share the following information which was inadvertently omitted from our November 18, 2024 letter to you relative to price changes happening beginning December 20, 2024.

Addendum II To Important Information of Price Changes Additional Pricing Changes For "Services No Longer Available for New Subscriptions" Effective December 20, 2024		
SERVICES NO LONGER AVAILABLE FOR NEW SUBSCRIPTIONS		
Package Name	Package Current	Package New
Performance	\$67.00	\$70.00
Performance Starter	\$68.00	\$71.00
Performance Pro	\$105.00	\$108.00
Blast!	\$110.00	\$113.00
Extreme Pro	\$115.00	\$118.00
Gigabit	\$120.00	\$123.00
Selecto	\$14.95	\$10.00
Family Tier	\$14.95	\$17.95

This information is being communicated to customers with 30 days advance notice of these changes.

We apologize for any inconvenience or confusion this may cause. Please do not hesitate to contact me should you have any questions.

Very truly yours,

Kerry Morris

Kerry Morris, Sr. Manager
Government Affairs



Merrimac Select Board

2 School Street

Merrimac, MA 01860

Meeting: 12/02/24 07:00 PM

Department: Merrimac Select Board

Category: Information

Prepared By: Jennifer Penney

Initiator: Jennifer Penney

Sponsors:

SCHEDULED

~~CORRESPONDENCE (ID # 8961)~~

~~DOC ID: 8961~~

Municipal Notice_ Host Community Agreement Determination_ MRR207098

From: [CCC Licensing](#)
To: [Jennifer Penney - Select Board \(X3080\)](#); [Gwen Lay Sabbagh - Clerk \(X3030\)](#)
Cc: [CCC Licensing](#); compliance@bewell420.com
Subject: Municipal Notice: Host Community Agreement Determination: MRR207098
Date: Thursday, November 21, 2024 1:39:32 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)

To Whom It May Concern,

Thank you for your HCA submission. The Commission has deemed the HCA compliant. Please note that there may be other matters to be resolved before licensure can be recommended to the Commission. Other items may be required of your license application submission(s), these will be provided to you in a separate notification, if applicable. To verify if your license application will be recommended for an upcoming public meeting, please verify the agenda once it is posted to the Commission's website 48 hours prior to the public meeting.

Regards,



Hayden, Licensing Specialist
 They/He
 Cannabis Control Commission
 Union Station
 2 Washington Square
 Worcester, MA 01604
Licensing@CCCMass.com

www.Mass-Cannabis-Control.com



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**Merrimac Select Board**

2 School Street

Merrimac, MA 01860

Meeting: 12/02/24 07:00 PM

Department: Merrimac Select Board

Category: Information

Prepared By: Jennifer Penney

Initiator: Jennifer Penney

Sponsors:

SCHEDULED~~CORRESPONDENCE (ID # 8956)~~~~DOC ID: 8956~~**Economic Dev. Bond Bill Changes to 40A Sec 3A Impacted
Grants, 40A and 43D**

From: [Carol McLeod - Finance \(X3040\)](#)
To: [Aila Colburn](#); [Alyssa Sexton - ISD \(X3060\)](#); [Anne Jim - Accounting \(X3005\)](#); [Robert Sinibaldi - ISD \(X3061\)](#); [Robert Sinibaldi - DPW \(X3604\)](#); [Brienne Walsh - Senior Center \(X3107\)](#); [Carol McLeod - Finance \(X3040\)](#); [Carol Traynor](#); [Cemetery Trustees](#); [Chris Gaudet - Commission on Disability](#); [Chris Berube - BOH Chair](#); [Cable Access \(X3020\)](#); [Chris Manni - Chairman](#); [Chris Perkins - Wastewater \(X3500\)](#); [David Cressman](#); [David Vance](#); [Debbie Ketchen - BOH Agent \(X3050\)](#); [Eric M. Shears](#); [Greg Habgood \(ghabgood@merrimacfire.org\)](#); [Gwen Lay Sabbagh - Clerk \(X3030\)](#); [Heather Roche - Assessing \(X3010\)](#); [Irina Gorzynski - Select Board Member](#); [Janet Bruno - Select Board Member](#); [Jay Smith](#); [Jennifer Penney - Select Board \(X3080\)](#); [Jeremiah Murphy \(JMurphy@CityofNewburyport.com\)](#); [Jessica Finocchiaro - Accounting \(X3005\)](#); [Jimmy Clark - Water \(X3600\)](#); [Joelle Mather](#); [Julie Gilchrist - BOH \(X3050\)](#); [Justin Bartholomew \(jbartholomew@prsd.org\)](#); [Justin Craig - Wastewater \(X3502\)](#); [Kara Kosmes](#); [Karen Guilmette - Finance \(X3090\)](#); [Kevin Hunt](#); [Kiersten Cray \(kcray@merrimacfire.org\)](#); [Larry Fisher \(lfisher@merrimacfire.org\)](#); [Leo Reynolds - Superintendent - Highway \(X3200\)](#); [Maureen Lynch](#); [Michelle Barry - Tax \(X3091\)](#); [Ricky Pinciario](#); [Robert Gustison II - Select Board Member](#); [Sandy Venner - Affordable Housing](#); [Shayla Wells - Planning \(X3070\)](#); [Tina Journeay - DPW \(X3601\)](#); [Wayne Adams - Select Board Member](#); [Kathy Marshall - ZBA](#)
Subject: FW: Economic Dev. Bond Bill Changes to 40A sec 3A impacted grants, 40A and 43D
Date: Monday, November 18, 2024 8:48:29 AM
Attachments: [Update 3A, 40A and 43D Economic Bond Bill 11 14 24.pdf](#)
[image003.png](#)
[image004.png](#)
Importance: High

FYI

Carol A. McLeod, CMMT, MCPPO

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

Office Hours:

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

From: Lisa Mead <lisa@mtclawyers.com>
Sent: Saturday, November 16, 2024 10:49 AM
To: Lisa Mead <lisa@mtclawyers.com>
Cc: Adam J. Costa <adam@mtclawyers.com>; Jay Talerman <jay@mtclawyers.com>; Kate Feodoroff <kate@mtclawyers.com>; Brian Winner <brian@mtclawyers.com>
Subject: Economic Dev. Bond Bill Changes to 40A sec 3A impacted grants, 40A and 43D
Importance: High

Folks,

Attached please find an update with regard to the Economic Bond Bill which was passed on Thursday. Please know it is on the Governor's desk and not yet signed, however we don't see any reason that she will be vetoing the relevant parts cited in our memo. For those who are an MBTA community, there are now more funding resources impacted.

Lisa

Attachment: FW _ Economic Dev. Bond Bill Changes to 40A sec 3A impacted grants, 40A and 43D (Economic Dev. Bond Bill Changes to 40A

Lisa L. Mead
[she/her/hers]



Mead, Talerman & Costa LLC
30 Green St
Newburyport MA 01950
978 463 7700 ext 101
978 463 7747 (fax)

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Think before you print.



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www.mtclawyers.com

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

To: Town Managers, Administrators and Planners
From: Mead, Talerman & Costa, LLC
Date: November 16, 2024
Re: Summary of Legislative Changes to Economic Development Laws (H. 5100)

Reference is made to the above captioned matter. In that connection, on November 13, 2024, the Legislature passed H. 5100, “An Act relative to strengthening Massachusetts’ economic leadership”, which authorized a general bond issue of approximately \$3.96 billion. **This legislation, which has been forwarded to the Governor for signature, contains a number of grant programs available to towns and cities, with the caveat that in order to qualify, a municipality must be in compliance or interim compliance with the multi-family zoning requirement set forth in G.L. c. 40A, § 3A (“MBTA Zoning”).** It is important to note that these compliance provisions are separate and apart from, in addition to, and not to be confused with, the disqualifications already in place under Section 3A for the Housing Choice Initiative, the Local Capital Projects Fund, the MassWorks infrastructure program, and the HousingWorks infrastructure program.

These grant programs fall generally under three main agencies; the Executive Office of Economic Development, the Board of Library Commissioners, and the Secretary of the Commonwealth. Additionally, as discussed further below, there is a significant change to Chapter 40A, § 6 in terms of the ability of a municipality to force compliance with changes to its bylaws for specially permitted or site plan reviewed, but delayed construction, a new tolling period for any approvals concerning use of real property, environmental permits, and building permits, and to the statutory scheme for Priority Development Sites under M.G.L. c. 43D.

First, the following is a summary of the grant programs available to municipalities under this legislation.

Executive Office of Economic Development.

- 1.) \$100 million through the Seaport Economic Council, for coastal communities for “community planning and investment activities that stimulate economic development and create jobs in the maritime economy sector, and to construct, improve, repair maintain and protect coastal assets. These types of projects are required to “consider climate change impacts” in the planning, prioritization, selection and implementation.
- 2.) \$3 million through the Massachusetts Development Finance Agency for site assembly, assessment, predevelopment permitting and marketing to “enhance a site’s readiness for commercial, industrial or mixed-use development, or in connection with projects expanding or replicating successful industrial parks and revitalizing downtown centers.
- 3.) \$30 million through the Massachusetts Development Finance Agency for the Brownfields Redevelopment Fund under G.L. c. 23G, § 29A.
- 4.) \$40 million through the Office of Travel and Tourism for a “competitive grant program” to improve facilities and destinations”, with priority given to

projects in state-designed cultural districts and those which promote nature-based, agricultural and rural tourism. Conditions attached include a graduated matching funds formula determined by the Office of Travel and Tourism, and periodic reporting by recipients on return-on-income. Purposes of grant funds may also include commemoration of the 250th anniversary of the nation's founding.

- 5.) \$400 million for projects under the MassWorks infrastructure program.
- 6.) \$90 million for a program of grants to municipalities or other public entities, community development corporations, non-profits or for-profit entities, for projects to provide assistance to rehabilitation/redevelopment programs for blighted, abandoned, vacant or underutilized properties, and to bring them up to current standards for life safety and accessibility, and subject to any regulations that the Massachusetts Development Finance Agency may adopt.
- 7.) \$252 million for a capital grants program to be known as "Mass Impact" administered by the Executive Office of Economic Development and Executive Office For Administration and Finance. Grants available to recipients may not exceed 30% of the total development cost of the project.
- 8.) \$50 million for the Massachusetts Cultural Facilities Fund for the acquisition, design, construction, repair, renovation, rehabilitation or other capital improvement or deferred maintenance for cultural facilities.
- 9.) \$100 million for grants or financial assistance to municipalities or regional organizations comprising of municipal governments, redevelopment authorities or agencies, or quasi-government agencies to support workforce development, higher education, tourism, and arts and culture. Funds available are applicable to a broad, non-exhaustive list of planning, development, acquisition, disposition, construction and demolition activities.

Board of Library Commissioners.

- 10.) \$150 million available to municipalities (whether individually or jointly through a regional planning agency) through the Board of Library Commissioners for approved library projects. Funding may be applied for alternative energy generation, energy infrastructure projects, and other decarbonization projects at public libraries.

Secretary of the Commonwealth.

- 11.) \$8 million available to units of municipal government and non-profit organizations for the preservation of historic properties, landscapes and sites, subject to regulations to be issued by the chair of the Massachusetts Historical Commission.

Second, as noted above, a significant change has been made in the relationship of zoning bylaws and ordinances to rights acquired under special permits or site plan review. The new legislation eliminates language in G.L. c. 40A, § 6 which required that construction or operations conform to changes to zoning regulations where not commenced under a *special permit* within one year after issuance, or not continued through to completion as continuously and expeditiously as possible. The amendment preserves that language as to building permits, but applies a three-year window instead of a twelve-month

window for construction or operations under a special permit or site plan review for application of changes to *any* land use regulation that a municipality may subsequently enact. The “as continuously and expeditiously” language applicable to special permits and site plan review, in the context of construction involving the redevelopment of previously disturbed land is deemed to have commenced “upon substantial investment in site preparation or infrastructure construction”.

Third, a new “tolling period” (January 1, 2023 to January 1, 2025) has been implemented for any “approvals” (i.e. permits-including building permits, certificate, order-excluding enforcement orders, license, certification, determination, exemption, variance, waiver, building permit, etc) granted by any state or local agency, department, commission or instrumentality and “environmental permits” (including certificates, licenses, certifications, exemptions, variances, waivers, building permits, or other approvals or determinations of rights). The statutes under which the environmental permits fall for the purposes of the tolling period are numerous, and include Chapters 21, 21A (except section 16), 21D, 30A, 40, 40A through 40C, 40R, 40Y, 41, 43D, 91, 131, 131A, 143, 258, and Chapter 665 of the Acts of 1956, and any local by-law or ordinance. Specific statutory sections include, c. 30, §§61 to 62L, c. 81, § 21, and c. 249, §§ 4 and 5.

The tolling period does not apply to approvals or environment permits of the federal government, Massachusetts Division of Fisheries and Wildlife, administrative actions of the Massachusetts Department of Energy Resources, or agreements entered into by MassDOT or MBTA.

However, even where this tolling provision applies, a municipality may nevertheless revoke or modify any permit, approval, or extension of a permit or approval where either the permit or approval (or extension) or the law or regulation under which the permit, approval, or extension, contains language that it may be modified or revoked. This is very broad, so towns and cities may consider amending language in their permitting regulations and approvals to provide for modification or revocation if not already provided.

Finally, as noted above, significant changes have been made to the permitting process under Chapter 43D for expedited permitting for priority development sites. The significant changes include the incorporation of the Permit Regulatory Office of the Executive Office of Economic Development into c. 43D in lieu of the Interagency permitting board and an amended definition for “Priority development site” to reflect that change as well as to remove the qualification that such sites should be located next to areas of existing development or in underutilized buildings or facilities or close to appropriate transit facilities. That change is reflective of the inclusion in the new § 12 of c. 43D, that priority consideration for grants and other financial assistance for priority development sites shall apply only to municipalities in compliance (not simply interim compliance) with the multi-family zoning requirements under the MBTA Zoning statute.

§ 12 of 43D has been completely re-written to change the priority consideration standards for municipalities. Rather than framing this section in terms of the site itself, the language has been altered to focus on the municipality containing the priority development site, and so long as the municipality is in full (not interim) compliance with MBTA zoning’s multi-family requirements, it will receive priority consideration for grant programs administered by the Executive Office of Economic Development, state resources for business development, including quasi-public financing and training programs, brownfields remediation assistance through the Massachusetts Development Finance Agency, and technical assistance through the regional planning council.

Also, the process for designating priority development sites under G.L. c. 43D, § 3 has changed significantly. Like Section 12, Section 3 has been completely re-written. While some prior language remains, the revisions include removal of any reference to written authorization of the property owner and removal of any reference to technical assistance grants, and addition of requirements that if a proposal includes an intention to develop housing, a copy of the proposal must be provided to the Secretary of Housing and Livable Communities; a description of the uses that could be developed within the site; and any other information that may be required by the Secretary of Economic Development under regulations and after consultation with Secretaries of Housing and Livable Communities, Energy and Environmental Affairs, and Transportation. The Secretary is authorized under the amendments to § 3 to establish criteria for designating priority development sites, to include preference for areas that include underutilized buildings or facilities, adequate utilities for the anticipated development, convenient access to public transit stations, and areas which have sufficient grid capacity to satisfy new all-electric building.

I hope you find this summary helpful. Please let me know if you have any questions or require any further information.



Agenda Item
Merrimac Select Board
12/02/24

Gov Transportation Letter

Subject:

Attachments:

Gov Transportation Letter



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

November 26th, 2024

Governor Maura Healey
 Massachusetts State House
 24 Beacon St.
 Boston, MA02133

Dear Governor Healey,

We, the Select Boards of Merrimac, Groveland and West Newbury, are writing to express our deep concern about the significant cut of \$293,684 to Pentucket Regional School district's Regional Transportation aid. The truth is, we won't receive the full \$507,422 for FY25, as the state seldom provides the entire amount outlined on the cherry sheet. This cut was made without explanation or forewarning and impacted essential school services in addition to critical human services such as support to our older residents. Regional school districts **by definition are expected to incur higher transportation costs** as compared to urban schools since students are transported across town lines. These cuts to both education and human services will continue unless Regional Transportation aid is restored.

Pentucket Regional School district is among other regional school districts that have long been in the "hold harmless" status under the Chapter 70 funding, receiving only minimum aid increases despite increasing operational costs. Since FY07, these districts have received only modest increases in foundation budget aid and mandated net school spending, leading to significant financial strain on our member towns.

It is clear that the state formula for Chapter 70 aid is ill-suited for a regional school district and by its design this formula channels increased school funding to urban schools as compared to rural schools despite similar economic factors. For example, in FY23, Pentucket's mandated Net School Spending (NSS) was at 126% of its foundation budget. This percentage reflects the additional local funding required just to maintain operations as the Chapter 70 formula has not provide adequate State support. By contrast, the urban district of Lawrence, which is not in "hold harmless" status, had a NSS of essentially 100%, meaning that its foundation budget is sufficient to cover operational costs without placing a significant burden on local taxpayers.

In addition, the student population in our school district decreased from 2007 to 2020, leading the State to require taxpayers in the Pentucket Regional School district to pay more of the school's operating costs. This is no longer the case. Pentucket's enrollment has remained relatively steady over the past four years and is expected to see modest growth due to new development plans. It appears that the State is penalizing Pentucket in FY25 for declining enrollment that began nearly two decades ago. As a result, Pentucket must increasingly rely on local taxpayers to cover the funding gap, resulting in budget overrides, layoffs and higher transportation fees for families.

Attachment: Gov Transportation Letter (Gov Transportation Letter)

As you know, Proposition 2 ½ limits our ability to raise property taxes to cover shortfalls, creating a fiscal crisis that is unsustainable. Inflation has outpaced the 2 ½ % cap on tax increases, making it impossible for our towns to keep up with rising education costs without making severe cuts.

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

Thank you for your attention to this important matter. We would appreciate the opportunity to meet with you and/or your staff to discuss this crucial issue more completely. We are hopeful that, under your leadership, we can find a path forward that ensures all students in Massachusetts have access to the resources they need to succeed.

Sincerely,

Chris Manni
Chair, Merrimac Select Board

Wendy Reed
Chair, West Newbury Select Board

Kathleen Kastrinelis
Chair, Groveland Select Board

cc: Rep. Dawne Shand
Sen. Barry R. Finegold
Rep. Adrienne Pusateri Ramos
Sen. Bruce E. Tarr



Agenda Item
Public Works
12/02/24

Water and Sewer Liens

Subject:

I am looking for a vote approval to allow the liens. I will not have the lien list ready until the 5th and then I will present for signature. Thank you.



Agenda Item
Public Works
12/02/24

Employee Appraisal- Tom Chigas

Subject:



Agenda Item
Public Works
12/02/24

Employee Appraisal- Greg Hatch

Subject:



Agenda Item
Public Works
12/02/24

Rural Development Fund Contract Documents

Subject:

Attachments:

- 1 Standard Contract Form (SCF) - MERRIMAC
- 2 Contractor Authorized Signatory Listing (CASL) - MERRIMAC

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



7.4.a

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

CONTRACTOR LEGAL NAME: (and d/b/a): Town of Merrimac		COMMONWEALTH DEPARTMENT NAME: Executive Office of Economic Development MMARS Department Code: EED	
Legal Address: (W-9, W-4): 4 School Street, Merrimac, MA 01860		Business Mailing Address: 1 Ashburton Place, Room 2101, Boston, MA 02108	
Contract Manager: Alyssa Sexton	Phone: 978-346-0525	Billing Address (if different):	
E-Mail: asexton@townofmerrimac.com	Fax:	Contract Manager: Mallory Sullivan	Phone: 857-408-0793
Contractor Vendor Code: VC6000191880		E-Mail: mallory.sullivan@mass.gov	Fax: 617-788-3605
Vendor Code Address ID (e.g. "AD001"): AD_0001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): 25RDFWINTERSTREETWAT	
		RFR/Procurement or Other ID Number: RDF FY2025	
☒ NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☒ Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form, scope, budget) ☐ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		☐ CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____, (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) ☐ Amendment to Date, Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): ☒ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services ☐ Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . ☐ Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ <u>436,000</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.) Capital grant funding through the Rural Development Fund (pursuant to Plan Item D038 in the Mass. Capital Investment Plan 2024-2028) to support a public infrastructure and/or planning project, in accordance with the scope and additional terms and conditions outlined in Attachment A, and as described in the attached RFR response.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ☒ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. ☐ 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. ☐ 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2026</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Chris Manni</u> Print Title: <u>Chair, Select Board</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Spencer Gurley-Green or Designee</u> Print Title: <u>EOED – CFO</u>	



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	Contractor Vendor/Customer Code
Town of Merrimac	(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
Chris Manni		Chair, Select Board	978-346-8862	selectmen2@townofmerrimac.c

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

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

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

Signature	Date
Print Name	Phone Number
Title	Email Address

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

Attachment: 2 Contractor Authorized Signatory Listing (CASL) - MERRIMAC (Rural Development Fund Contract Documents)



Agenda Item
Public Works
12/02/24

River Road Truck Survey

Subject:

Attachments:

P2024327 Town of Merrimac River Road HCVE Study Proposal



Scientists | Engineers | Program Managers
Since 1980

Mabbett & Associates, Inc.
105 Central Street, Suite 4100
Stoneham, MA 02180-1260
Tel: 781-275-6050
info@mabbett.com
www.mabbett.com

Responsive. Reliable. Proven™

November 19, 2024

Mr. Robert Sinibaldi
Building Commissioner / Zoning Compliance Officer / DPW Director
Department of Public Works
Town of Merrimac
2 School Street
Merrimac, MA 01860

Re: **Heavy Commercial Vehicle Exclusion (HCVE) Study**
Town of Merrimac
Department of Public Works
Merrimac, MA
Proposal No. P2024327.000

Dear Mr. Sinibaldi:

Based on your recent meeting with Robert Blanchette, PE of our firm and your request, Mabbett & Associates, Inc. (Mabbett®) is pleased to define a scope of work to initiate a Heavy Commercial Vehicle Exclusion (HCVE) Study for the following roadway segments in the Town of Merrimac:

1. River Road between Haverhill Line and Merrimac Street
2. Merrimac Street between Haverhill Line to River Road
3. River Road from Merrimac Street to Broad Street
4. Locust Street from W. Main Street to River Road
5. Broad Street from 495 to River Road
6. River Road/Middle Road from Broad Street to Amesbury Line
7. Emery from E. Main Street to Middle Road
8. Skunk Road from Middle Road to River Road
9. River Road from Skunk Road to Amesbury Line

BACKGROUND

Mabbett understands the Town of Merrimac (the Town) is seeking approval from the Massachusetts Department of Transportation (MassDOT) to implement a Heavy Commercial Vehicle Exclusion (HCVE) mandate along the nine (9) roadway segments mentioned above (The Project). The study will follow procedures from the Massachusetts Amendments to the Manual on Uniform Traffic Control Devices (MUTCD), Section 2B.59 (formerly Section 10A-9). Study materials will be submitted to MassDOT to support the heavy commercial vehicle exclusion. MassDOT requires one or more of the following criteria to be met for complete truck exclusion justification:

- a. A volume of heavy commercial vehicles, usually in the range of 5% to 8% of the total traffic, reduces the utilization of the facility and is cause for a substantial reduction in capacity or safety.

- b. The condition of the pavement structure of the route to be excluded indicates that further repeated heavy wheel loads will result in severe deterioration of the roadway, subject to Department review.
- c. In certain instances where land use is primarily residential in nature and a municipality has requested exclusion only during hours of darkness, a nighttime exclusion may be granted.

At this time, Mabbett will perform a study pursuing only criteria (a) listed above. No cost for criteria (b) and (c) has been included in this proposal.

Mabbett attended a meeting with the Town of Merrimac Department of Public Works representative Robert Sinibaldi on Tuesday November 5, 2024, at 2 School Street, Merrimac, MA. Following the meeting, Robert Blanchette drove portions of the areas of the study and gathered visual data on the existing conditions of the Project. Additionally, the Town of Merrimac provided Mabbett with materials from a previous HCVE application packet performed by WorldTech Engineering on February 9, 2022.

Based on the previous application and data gathered by Mabbett during their site visit, the existing conditions of the roadways considered for the HCVE study are as follows:

- River Road: Approximately 1.6 miles. River Road is an urban collector road with surrounding land use of primarily residential. The roadway pavement shows signs of deterioration.
- Middle Road: Approximately 0.5 miles. Middle Road is an urban collector road with surrounding land use of primarily low-density residential. The roadway pavement conditions along this road vary from poor to good condition depending on the roadway segment.
- Merrimac Street: Approximately 0.3 miles. Merrimac Street is an urban minor arterial road. The roadway pavement is in good condition.
- Locust Street: Approximately 0.8 miles. Locust Street is an urban minor arterial road with surrounding land use of primarily low-density residential. The roadway pavement is in poor condition.
- Broad Street: Approximately 1.0 miles. Broad Street is an urban collector road with surrounding land use of primarily low-density residential. The roadway pavement is in fair condition.
- Emery Street: Approximately 0.7 miles. Emery Street is a local road with land use of primarily low-density residential. The roadway pavement is in fair condition.
- Skunk Road: Approximately 0.4 miles. Skunk Road is a local road with land use of primarily low-density residential. The roadway pavement is in fair condition.

STUDY APPROACH

Based on our meeting with the Town of Merrimac, it is our understanding that the implementation of HCVE along the previously mentioned roadway segments is desired due to the impacts that an increased volume of

commercial vehicles are creating on these roadway segments that were not constructed to accommodate for such heavy loads as well as the disturbance heavy commercial vehicles are creating to the residents in the surrounding areas. The community in these surrounding areas have expressed to the Town that they can feel their homes vibrate during the hours of heavy vehicle traffic on these roads.

The original HCVE submission performed back on February 9, 2022, was denied due to the relatively low percentage of heavy commercial vehicles. Since then, residents have reported an increase in truck volumes. Mabbett's recommendation focuses on a traffic count study to classify all vehicles along the nine (9) sections of roadway as well as providing data on the speed of these vehicles. The study will involve data collection of the average conditions over a 5-day period. An average over a 5-day period will provide the best possible information and the opportunity to meet the MassDOT warrant under Section 2B.59(a) that indicates ***"a volume of heavy commercial vehicles, which usually is in the range of 5 to 8%, reduces the utilization of the facility, and is cause for a substantial reduction in capacity or safety"***. Additionally, it is important to understand the speed of those vehicles along the roadways in which residential homes are in close proximity and how this affects general safety.

SCOPE OF WORK

Subject to your authorization, Mabbett will provide the following services:

TASK 1. Traffic Count Study

Subtask 1.1 – Conduct Traffic Counts

This subtask will classify all vehicles in the FHWA 13-vehicle class plus speed of vehicles along the nine sections of roadway as follows:

1. River Road between Haverhill Line and Merrimac Street
2. Merrimac Street between Haverhill Line to River Road
3. River Road from Merrimac Street to Broad Street
4. Locust Street from W. Main Street to River Road
5. Broad Street from 495 to River Road
6. River Road/Middle Street from Broad Street to Amesbury Line
7. Emery from E. Main Street to Middle Road
8. Skunk Road from Middle Road to River Road
9. River Road from Skunk Road to Amesbury Line

Subtask 1.2 - Summary of Traffic Counts

This subtask involves providing a summary of all the traffic counts in report format that details the results of the average conditions over 5 days of both vehicle classification and vehicle speed.

TASK 2. HCVE Application Support

Mabbett will provide HCVE application materials and support to the Town of Merrimac with preparation of the application. These materials will include the following:

- a. A 24-hour continuous count of all vehicles using the subject street. The count shall be broken into 30-minute intervals showing:

1. Commercial vehicles with a carrying capacity over 2½ tons.
 2. All other vehicles.
- b. A map of the area, with the excluded street marked in red, the alternate route in green.
 - c. The physical characteristics of excluded and alternate streets in question, i.e., length, width, type and condition of surface and sidewalk.
 - d. The types of buildings or property abutting street (residential dwellings, businesses, educational, playgrounds, etc.).
 - e. The zoning of street (residential, industrial, etc.).
 - f. The proximity of probable alternate route to the proposed excluded route and the additional distance to be traveled using the alternate route.
 - g. The types of traffic control existing on street.
 - h. The hours during which the proposed exclusion is to be in effect.
 - i. A written statement from the municipality as to the need for the exclusion and an acknowledgement of acceptance of the responsibility for installation and maintenance of appropriate signage and enforcement.

FEE/RATE STRUCTURE

We propose to provide the services as defined above for a fixed fee of **\$19,100**, which is inclusive of our professional fee, special outside technical services and reimbursable expenses to include: travel, reproduction, communications and administrative expenses, field supplies, reference and research materials, and computer equipment use, etc. The fee breakdown by task is presented in the table below.

	Task/Description	Fixed Fee
1.	Traffic Count Study	\$16,600
2.	HCVI Application Support	\$2,500
	TOTAL	\$19,100

Budget and/or fee adjustments could be necessary during completion of our services based on findings, the Town's desires or decisions, site conditions, regulatory agency requirements, or a change in our scope of work. We will not exceed the established budgets and/ or fixed fees, however, without your prior authorization.

Invoicing will be on a monthly basis and payment of invoices is due upon receipt.

ASSUMPTIONS

Mabbett assumes that all Town furnished data are complete and accurate. As such, Mabbett will rely upon these data to complete its work; to render its findings, opinions, and recommendations; and to provide the services as defined herein.

This Letter-Agreement and attached Standard Terms and Conditions of Agreement constitute all of the terms and conditions of this agreement, and Mabbett is performing the work exclusively in connection herewith. Mabbett has prepared this scope of work for the sole and exclusive use of the Town of Merrimac. This document may not be distributed in whole or in part to any other firms, companies, or entities. Any modifications hereto must be

Town of Merrimac
 HCVE Study
 November 19, 2024
 Page 5 of 5

specifically agreed to in writing and signed by both parties. Failure to acknowledge as herein requested, payment in whole or in part for the services provided and/or acceptance or use of the services and documents produced as a result thereof by Mabbett, shall constitute acceptance of this Letter-Agreement and all the terms and conditions.

If this letter and attached Standard Terms and Conditions of Agreement satisfactorily set forth your understanding of the arrangement between us, we would appreciate your signing the enclosed copy of this Letter-Agreement and returning it to us with the attached Standard Terms and Conditions of Agreement for our files. Task scheduling can occur upon receipt of an executed copy of this letter, Standard Terms and Conditions of Agreement, and the progress payment.

This Letter-Agreement when executed by Mabbett & Associates, Inc. is an offer to perform professional services as outlined herein and is valid for a period not-to-exceed sixty (60) days from the date of this letter.

We appreciate the opportunity of submitting this Letter-Agreement and look forward to serving, and to establishing a successful long-term relationship with the Town of Merrimac. If you have any questions or require additional information, please call my associate, Steve Vetere or myself.

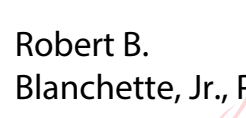
Very truly yours,

MABBETT & ASSOCIATES, INC.

BY:

 Digitally signed by
 Stephen Vetere
 Date: 2024.11.19
 12:02:07 -05'00'

Stephen A. Vetere, PE, LSP, LEP
 Vice President, Operations
 vetere@mabbett.com
 Tel. 781-275-6050 Ext. 312

 Digitally signed by Robert
 B. Blanchette, Jr., PE
 Date: 2024.11.19 11:38:38
 -05'00'

Robert B. Blanchette, PE
 Director, Engineering and Infrastructure
 blanchette@mabbett.com
 Tel. 781-275-6050 Ext. 336

Accepted this ____ day of _____, 2024

BY: TOWN OF MERRIMAC

 Name

 Title

MABBETT & ASSOCIATES, INC.**STANDARD TERMS AND CONDITIONS OF AGREEMENT**

The following standard terms and conditions of agreement are incorporated into the **Proposal Number P2024327 dated November 19, 2024**, and together with the proposal for the scope of work or the project described therein (the "Project"), constitute the entire PROFESSIONAL SERVICES AGREEMENT (the "Agreement") between **TOWN OF MERRIMAC** (the "CLIENT") and **MABBETT & ASSOCIATES, INC.** (the "CONSULTANT"). This Proposal is subject to the following terms and conditions, and by accepting the Proposal or any part thereof, the CLIENT and CONSULTANT agree and accept the following the Terms and Conditions.

1. **Scope of Services; CONSULTANT'S Responsibilities.**

1.1 The CONSULTANT shall perform the Project, all as more fully described in the above referenced Proposal the Project may also include any ancillary activity or service provided by the CONSULTANT to the CLIENT under a written amendment to this Agreement.

1.2 **Except as otherwise provided in this Agreement**, the Project shall not include any services that are not expressly provided in the Proposal, and the CONSULTANT owes no duty to CLIENT whatsoever to perform any such services. Without limiting the generality of the foregoing, in providing its services, the CONSULTANT is not required to perform or take responsibility for certain tasks, including but not limited to the following:

(a) To directly or indirectly store, transport, arrange for the transportation of, dispose of, or treat hazardous substances, hazardous materials, hazardous wastes or oils;

(b) To determine whether the CLIENT is in compliance with federal, state or local laws, statutes, ordinances, orders, rules and regulations or otherwise to render legal advice, it being understood that the CONSULTANT is only willing and able to provide technical services to the CLIENT'S legal counsel who, in turn, may render any legal advice or opinion required by the CLIENT;

(c) To restore any portion of the subject site identified in the above referenced Proposal (the "Site") disturbed by the CONSULTANT'S activities pursuant to this Agreement; and

(d) To prepare applications and supporting documents for governmental financial support of the Project; to provide measured drawings of or to investigate existing conditions or facilities; to provide services resulting from significant changes in the scope, extent or character of the Project or major changes in the documentation previously accepted by the CLIENT; to provide renderings or models; to prepare documents for alternate bids requested by the CLIENT for work which is not executed or for out-of-sequence work; to provide detailed consideration of operations, maintenance and overhead expenses; value engineering; and/or to prepare rate schedules, earnings and expense statements, cash flow and economic evaluations, feasibility studies, appraisals and valuations; to furnish the services of independent professional associates or consultants for other than the Services specified in the Proposal; to conduct Services in connection with field surveys for design purposes, engineering surveys, and staking out the subcontractor's work; to prepare operation and maintenance manuals to supplement the basic Services; to prepare to serve or to serve as a consultant or witness in any litigation, arbitration, or other legal or administrative proceeding except where required as part of the Project.

1.3 If specific periods of time or deadlines are not specified in the Proposal, the CONSULTANT shall be entitled to take such time as it may reasonably be required to complete the Project. On the other hand, if the Proposal includes specific periods of time or deadlines, then the CONSULTANT shall use all reasonable efforts to meet such deadlines; provided, however, that the CONSULTANT shall in no event be liable for any delays caused by CLIENT'S failure to fulfill its obligations hereunder or otherwise by reason of events or circumstances outside of CONSULTANT'S control.

1.4 The CONSULTANT shall perform the Project in a professional manner, and in accordance with applicable federal, state and local statutes, ordinances, orders, rules, regulations and professional or industry standards.

1.5 At such time as CONSULTANT obtains and reviews the results of its records search, preliminary investigations, and Site walkover; the CONSULTANT may recommend tests, investigatory activities, and/or a different frequency of sampling, etc. to the CLIENT beyond those provided in the Proposal. If the CLIENT accepts such recommendation(s), the parties shall treat them as a change to the Project which requires an amendment to this Agreement under Section 16.

2. Standards of Performance.

2.1 In performing its obligations hereunder, the CONSULTANT shall use such care and skill as are ordinarily used by members of the CONSULTANT'S profession(s) practicing under similar circumstances at the same time and in the same general locality. THE CONSULTANT MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, UNDER THIS AGREEMENT OR OTHERWISE, AS TO THE FINDINGS, RECOMMENDATIONS, PLANS, SPECIFICATIONS, PROFESSIONAL ADVICE OR SERVICES PROVIDED UNDER THIS AGREEMENT.

2.2 Because geologic formations, soil conditions, indoor air quality, noise levels, air emissions, wastewater characteristics, and other industrial hygiene related parameters are inherently random, variable, indeterminate in nature and subject to change with time as a result of natural or man-made processes, any opinions provided by CONSULTANT under this Agreement are not guaranteed to be a complete representation of actual site and/or observed and measured conditions.

2.3 In performing the Project, the CONSULTANT may rely upon certain information provided to it by the CLIENT (including the information described in Section 3.1 below) and by third parties, including but not limited to government authorities, registries of deeds, testing laboratories and other entities. The CONSULTANT will not be required to independently evaluate or verify the accuracy or completeness of any such information.

2.4 Any Document, as that term is defined in this Agreement, prepared by the CONSULTANT hereunder is for the sole use of the CLIENT in connection with the Project, and the contents thereof may not be used or relied upon by any other person, entity or organization without the express prior written consent and authorization of the CONSULTANT.

3. CLIENT'S Responsibilities.

3.1 The CLIENT shall provide in a timely manner all information in its possession, custody, or control that relates to the Project and/or Site which information may bear upon the performance of the Project by the CONSULTANT under this Agreement.

3.2 The CLIENT shall arrange for the CONSULTANT, its agents and representatives, to have necessary

access to the Site and all structures thereon throughout the term of this Agreement. Furthermore, the CLIENT shall advise the CONSULTANT of any relevant safety concerns or dangerous conditions and of any safety precautions, procedures or regulations that have been implemented at the Site.

3.3 The CLIENT shall promptly and timely report regulated or hazardous conditions, release(s), or threat of release(s) at the Site to the appropriate public authorities in accordance with applicable Federal, state and local law, it being agreed that the CONSULTANT does not have the primary responsibility to report regulated or hazardous conditions, release(s), or threat of release(s) to any public agencies, except as may be required by law or professional rules of conduct.

3.4 Except for those approvals specified in the Project, the CLIENT shall be responsible for obtaining all permits and approvals required from any governmental authorities with jurisdiction over the Project. While CONSULTANT will exert its best efforts and expertise to obtain those governmental approvals specified in the Project, the CLIENT understands and agrees that the issuance of any such governmental approvals are within the discretion of governmental authorities and that so beyond the CONSULTANT'S control.

3.5 The CLIENT shall furnish all legal, accounting and independent cost estimating services and insurance counseling as may be required in connection with the Project.

3.6 The CLIENT shall designate a person or persons with authority to act on its behalf with respect to all aspects of the Project and all dealings with the CONSULTANT, including but not limited to:

1. access to the Site,
2. relevant information within the CLIENT'S control,
3. access to relevant CLIENT employees, officers, principals, agents or contractors, and
4. execution of contractual documents and generator's manifests.

3.7 The CLIENT shall examine and respond promptly to Documents, (as that term is defined in this Agreement at Section 13), prepared by the CONSULTANT for CLIENT'S review and give prompt written notice to CONSULTANT whenever CLIENT believes or otherwise becomes aware that any Documents are not satisfactory.

3.8 The CLIENT shall be solely responsible, at its own cost and expense, for disposing of any solid, liquid or gaseous media samples that are collected by CONSULTANT as part of the Services, including drilling spoils, purge water and miscellaneous chemicals utilized during field activities. The CLIENT shall be responsible for compliance with all applicable Federal, state and local laws, statutes, ordinances, rules and regulations in disposing of such samples, including but not limited to the execution of contractual and manifest documents as generator, as that term is defined under applicable law and regulation.

3.9 The CONSULTANT or its subcontractor shall contact "Digsafe" or equivalent entity to locate underground utilities and other structures at the Site. The CLIENT shall provide to such subcontractor and to the CONSULTANT any and all information in its possession regarding such utilities and structures to minimize the risk of damage to such existing Site improvements. The CONSULTANT and its subcontractors shall rely upon all such CLIENT and "Digsafe/equivalent" supplied information. FURTHERMORE, THE CONSULTANT, ITS OFFICERS, DIRECTORS, AGENTS, SUBSIDIARIES, SUBCONTRACTORS, EMPLOYEES, SHALL **NOT** BE RESPONSIBLE FOR ANY ACTUAL OR CONSEQUENTIAL DAMAGES - INCLUDING POSSIBLE INTERRUPTION OF BUSINESS AT THE SITE ARISING FROM OR IN CONNECTION WITH CONSULTANT'S RELIANCE ON INFORMATION SUPPLIED BY OR ON BEHALF OF THE CLIENT and/or "Digsafe/equivalent".

4. Term of Agreement. This Agreement shall continue in effect until the CONSULTANT has fully performed its Services, unless this Agreement is sooner terminated as herein provided.

5. Payment Terms.

5.1 The CLIENT shall pay the CONSULTANT such professional fees for the performance of the Services as is provided in the Proposal.

5.2 In addition to the professional fees provided in Section 5.1, the CLIENT shall reimburse the CONSULTANT for all expenses incurred in connection with the performance of the Services, including but not limited to travel costs and a reasonable per diem allowance for meals and other incidentals while traveling, document reproduction and plotting costs, car rental, parking and toll fees, telephone and other communication expenses, field supplies, equipment and materials, computer program and usage time, and document template costs, etc. In addition, the CLIENT shall pay for any overtime charges authorized by the CLIENT that are incurred by the CONSULTANT with respect to the Services.

5.3 The CLIENT will be required to make an initial progress payment to the CONSULTANT prior to the CONSULTANT'S commencement of the Services in such amount as is set forth in the Proposal. Any such progress payment will be credited against the last invoice for Services performed hereunder.

5.4 The CONSULTANT will prepare invoices in accordance with its usual and customary invoicing practices, and all such invoices shall be due and payable upon receipt by the CLIENT. If the CLIENT fails to make any payment for Services and expenses within thirty (30) days, the CLIENT shall pay to the CONSULTANT interest on the invoiced amount computed at the rate of one percent (1.0%) per month or the maximum rate of interest legally permitted to be charged, whichever is greater. In addition, the CONSULTANT may, by giving seven (7) days written notice to the CLIENT, suspend services under this Agreement following CLIENT'S failure to pay when due any invoice for services, expenses or related charges. Payments by the CLIENT hereunder will be credited first to interest and then to principal.

6. Allocation of Risks.

6.1 To the fullest extent permitted by law, and in consideration of and in connection with the CONSULTANT'S performance of the Project, the CLIENT shall defend, indemnify and hold harmless the CONSULTANT, its officers, directors, agents, employees subsidiaries, or subcontractors from and against and in respect of any and all claims, damages, losses, costs and expenses, including without limitation court costs, witness fees and reasonable legal fees, arising out of or resulting from or related in any way to any actual or alleged injury, loss or damage of any nature (whether brought by private parties, public entities, or governmental agencies): (a) caused by or resulting from or relating to any act or omission by CLIENT, or its agents or employees or contractors, or any other person authorized by CLIENT to enter or be present upon the Site(b) relating to or resulting from conditions at the Site, including the presence of asbestos, radioactive materials, hazardous or toxic wastes as those terms have been defined by any applicable law or regulation materials or other substances; or (c) arising from or relating to any violation of or liability under the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. §9601 et seq. ("CERCLA") or any other Federal, state or local environmental, health and safety statute, ordinance, rule or regulation, or judicial or administrative interpretation thereof.

6.2 As related to this Project, CLIENT hereby agrees to include the following indemnification clause in any written contract for services entered between CLIENT and any other contractor:

“ _____ (“Contractor”) agrees to defend, indemnify and hold harmless Mabbett & Associates, Inc. (“CONSULTANT”), its officers, directors, employees, subsidiaries, subcontractors and agents; and _____ (“CLIENT”; “Owner”) from and against any and all claims, loss, liability, damage, and expense, including court costs and expert witness and attorneys’ fees, ever suffered or incurred by CONSULTANT or Owner resulting from or arising out of:

- (a) the Contractor’s performance of services in connection with the Project;
- (b) the Contractor’s failure to obey, follow, utilize or examine any specifications, plans, drawings, standards or procedures provided by or on behalf of CONSULTANT or any written or oral direction or advice provided by or on behalf of CONSULTANT; or
- (c) the Contractor’s failure to comply with all applicable statutes, ordinances, codes, rules, regulations, orders and interpretations of any public authority.”

6.3 In entering into this Agreement, CLIENT has relied upon representations set forth in this Agreement and the Proposal. No verbal warranties, representations, statements or understandings shall be considered a part of this Agreement or a basis upon which the CLIENT relied in entering into this Agreement. No statements, representations, warranties or understandings, unless specifically contained herein, exist between CLIENT and CONSULTANT.

6.4 The CLIENT shall compensate the CONSULTANT at its usual hourly rate for all time incurred, including preparation, travel, and meeting time, in the event the CONSULTANT is required to participate in litigation arising out of, or referring or relating to the Services performed by the CONSULTANT for the CLIENT under this Agreement, including without limitation, responding to a notice of deposition, request for documentation or information. In addition, in such event, the CLIENT shall also reimburse the CONSULTANT’S expenses in connection with its participation in such litigation. Any such professional fees and expenses will be separately billed to the CLIENT and will be due and payable in accordance with the payment terms of any agreement between the parties, and, if no such agreement exists, any amounts billed for such services and costs will be due and payable by the CLIENT promptly upon receipt of the CONSULTANT’S invoice therefor.

6.5 TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONSULTANT SHALL NOT BE LIABLE TO THE CLIENT FOR THE CLIENT’S LOSS OF PROFITS OR REVENUE, OR ANY OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, WHETHER CAUSED BY THE CONSULTANT’S NEGLIGENCE, ERRORS OR OMISSIONS AND WHETHER ARISING UNDER STRICT LIABILITY, STATUTORY LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY OR OTHER CAUSE OR CAUSES WHATSOEVER. MOREOVER, IN THE EVENT THAT ACTIONS BY THE CONSULTANT OR ITS OFFICERS, AGENTS DIRECTORS, SUBSIDIARIES, SUBCONTRACTORS, OR EMPLOYEES ARE DEEMED BY A COURT OF COMPETENT JURISDICTION TO CONSTITUTE NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY OR OTHER COGNIZABLE CLAIM, THE CONSULTANT’S LIABILITY TO THE CLIENT OR ANY OTHER PARTY SHALL NOT EXCEED THE LESSER OF: (a) THE TOTAL PROFESSIONAL FEE PAYMENTS TO THE CONSULTANT UNDER THIS AGREEMENT OR (b) \$25,000. SUCH A PAYMENT SHALL BE THE CLIENT’S SOLE AND EXCLUSIVE REMEDY AT LAW AND EQUITY.

7. Insurance.

7.1 The CONSULTANT shall obtain and maintain in force throughout the term of this Agreement:

- (a) Worker's Compensation Insurance with respect to its employees in accordance with statutory requirements;
- (b) Comprehensive general liability insurance covering personal injury and property damage with a combined single limit of no less than \$1,000,000 (one million dollars) per occurrence and in the aggregate;
- (c) Comprehensive automobile liability insurance with a combined single limit of no less than \$1,000,000 (one million dollars);
- (d) Excess liability umbrella form in the amount of no less than \$1,000,000 (one million dollars) per occurrence and in the aggregate; and
- (e) Professional errors and omissions liability insurance in the base amount of no less than \$500,000 (five hundred thousand dollars) per occurrence and \$500,000 (five hundred thousand dollars) in the aggregate.

7.2 If requested by the CLIENT in writing, the CONSULTANT shall pursue obtaining additional professional liability insurance to increase the limits under such coverage. If the CLIENT requires such coverage, and it is available, CLIENT agrees to reimburse CONSULTANT for such additional insurance expense.

7.3 Due to the instability of the insurance market, it is recognized that, at the time of the periodic negotiation of a policy renewal, it may not be possible to obtain the exact coverage described herein. Therefore, notwithstanding the foregoing, in such circumstance, the CONSULTANT shall not be required to provide the exact coverage described in Sections 7.1 and 7.2; but shall instead pursue obtaining insurance coverage that is reasonably available and most nearly equivalent to such insurance coverage.

7.4 At the CLIENT'S request, the CONSULTANT will provide a Certificate of Insurance to evidence that the foregoing insurance coverages are in force and effect.

7.5 At the CONSULTANT'S request, the CLIENT shall provide to CONSULTANT its current Certificates of Insurance to evidence that its insurance coverage is in keeping with the relevant industry standards.

8. Confidential Information.

8.1 The CONSULTANT and the CLIENT each acknowledges that it may acquire proprietary knowledge and information about the other and its business, which such party specifically identifies as confidential information (hereinafter "Confidential Information"). The CONSULTANT and the CLIENT shall maintain any such Confidential Information of the other in strict confidence, shall not disclose such information to others or use it in any way, except to the extent required for: (a) performance of services under this Agreement; (b) compliance with professional standards of conduct for preservation of the public safety, health, welfare or the environment; and/or (c) protection of CONSULTANT against claims or liabilities arising from the performance of Services under this Contract. The CONSULTANT and the CLIENT further agree to take all action reasonably necessary and satisfactory to the other party to protect the confidentiality of any such Confidential Information, including, without limitation, implementing and enforcing operating procedures to minimize the possibility of unauthorized use or copying and limiting the disclosure of the other's Confidential Information only to those employees and subcontractors with a need to know who have been advised of the confidential nature thereof.

8.2 Notwithstanding the foregoing, the information provided to the CONSULTANT shall not be considered Confidential Information under this Agreement if it is information:

- (a) which has been published and becomes part of the public domain other than by the act or omission of CONSULTANT or its directors, officers or employees;
- (b) which has been lawfully furnished or made known to the CONSULTANT by third parties (other than those acting directly or indirectly for or on behalf of the CLIENT) without restriction on CONSULTANT as to its disclosure or use;
- (c) which was in CONSULTANT'S possession at the time it entered into this Agreement and was not acquired by CONSULTANT or its employees and subcontractors directly or indirectly from CLIENT or anyone acting directly or indirectly for or on behalf of CLIENT; or
- (d) the disclosure of which is consented to in writing by CLIENT.

8.3 Notwithstanding its obligations under Section 8.1, the CONSULTANT may comply with any Federal, state, county, and local laws, regulations, or ordinances, lawfully issued subpoenas or court orders regarding the reporting to appropriate public agencies of findings with respect to potential dangers to public health, safety, welfare or the environment. The CONSULTANT shall have no liability to the CLIENT or to any other person or entity for reporting or disclosures made in accordance with such statutory or other lawful requirements. Furthermore, the CLIENT shall defend, indemnify and hold the CONSULTANT harmless from and against any and all such claims, demands, liabilities, and expenses, including reasonable attorneys' fees, incurred by the CONSULTANT and related to CONSULTANT'S reporting or disclosing such information under a good faith belief or upon advice of counsel that such reporting or disclosure is required by law.

8.4 The obligations in this Section 8 shall survive the termination or expiration of this Agreement.

9. Termination.

9.1 Either party shall be entitled to terminate this Agreement without cause at any time upon thirty (30) days' written notice to the other party. In the event of such no-cause termination, the CONSULTANT shall be entitled to recover from the CLIENT payment for Services performed through the date of termination, plus any expenses incurred to include but not necessarily limited to: materials, equipment, field supplies, tools and construction equipment and machinery ordered in anticipation of completing the Services under this Agreement, plus demobilization costs and related termination expenses. Further, in the event of such no-cause termination, CONSULTANT shall wind down and terminate the Services in an efficient and cost-effective manner, cooperate with CLIENT in the transition to any new service provider designated by CLIENT. All costs incurred by CONSULTANT for such wind down and transition shall be borne by CLIENT.

9.2 Either the CLIENT or the CONSULTANT shall be entitled to terminate this Agreement for cause in the event the other substantially fails to perform in accordance with the terms hereof and does not cure such breach within fourteen (14) days' written notice thereof; provided, however, that the terminating party shall be entitled to terminate this Agreement immediately upon notice without having to wait for the expiration of such 14-day period, if the receiving party does not initiate a remedy of the breach to the satisfaction of the terminating party within five (5) days following the notice of default or does not thereafter proceed with such remedy until the breach has been fully cured.

9.3 The CONSULTANT shall also be entitled to terminate this Agreement for cause upon seven (7) days' written notice if: (a) CONSULTANT believes that it is being requested by CLIENT to perform services contrary to CONSULTANT'S responsibilities as a licensed professional, (b) the CONSULTANT'S Services are delayed or suspended for more than ninety (90) days for reasons beyond CONSULTANT'S control, or (c) CLIENT fails to adhere to the payment terms specified in Section 5. Furthermore, the CONSULTANT may: (a) suspend its Services until such time as the CLIENT has eliminated a Hazardous Environmental Condition, or (b) terminate this Agreement for cause upon thirty (30) days' written notice if its services under this Agreement cannot be performed because of a Hazardous Environmental Condition (as defined in Section 11.1 below). The CONSULTANT shall have no liability to the CLIENT on account of such termination under this Section 9.3.

10. Section 10. Services performed by licensed or certified Environmental Professionals

Some jurisdictions, including but not limited to Massachusetts, Connecticut, New Jersey and California, may require the utilization by the CONSULTANT of a state-licensed or state-certified environmental professional such as a Licensed Site Professional, Licensed Environmental Professional, Licensed Site Remediation Professional or Registered Environmental Assessor, (collectively, hereinafter, "environmental professional") in connection with the performance of the Project.

If applicable to the Project, the CLIENT recognizes and agrees to the following terms and conditions:

10.1 The laws, regulations and professional standards relating to state-licensed or state-certified environmental professionals may impose upon them certain professional obligations owed to the public including, in some instances, a duty to disclose the existence of certain environmental circumstances to regulatory agencies. If an environmental professional's legal or professional obligations conflict in any way with the terms and conditions of this Agreement, the CLIENT acknowledges that the environmental professional is bound to comply with the requirements of such legal or professional obligations and that such legal or professional obligations control.

10.2 The CLIENT recognizes and agrees that any environmental professional utilized by the CONSULTANT in connection with this Agreement shall be immune from all civil liability resulting from any alleged and/or actual conflict between the CLIENT'S interests and the environmental professional's legal or professional obligations. The CLIENT also agrees to defend, indemnify and hold harmless CONSULTANT and its environmental professional from and against any claims, losses, damages, fines, or administrative, civil or criminal penalties that arise as a direct or indirect result of the environmental professional's fulfillment of his or her legal or professional obligations.

10.3 CLIENT acknowledges and agrees to provide CONSULTANT, and its environmental professional all relevant Project information including but not limited to: (a) the date(s) and time(s), to the extent known, on which the CLIENT obtained knowledge of any prior release(s); (b) details about the release(s) and Site-specific conditions; (c) any prior environmental Site assessment reports, boring logs, laboratory analytical reports, and/or other pertinent data, facility surveys, etc. known to the CLIENT; and (d) prior measures taken to address/remediate the release(s); all to ensure that professional services, rendered on the CLIENT'S behalf comply with the legal and professional obligations of the environmental professional.

10.4 In the circumstance where an environmental is required to provide his or her professional opinion and/or verification at various stages of the project, the environment professional shall be entitled to request the performance of such additional tests or other services as are necessary, in his or her professional judgment, to permit them to provide such opinions and verifications. Additionally, certain aspects of applicable law or regulation

may require that the CLIENT execute certain submissions to governmental agencies in addition to or in lieu of the environmental professional. CLIENT expressly agrees to timely and properly execute such documents.

10.5 The CLIENT shall take any actions necessary to enable the CONSULTANT and its environmental professional to rely upon work product prepared by any prior environmental professional, consultant and/or contractor without verification, in order to allow the CONSULTANT, and its environmental professional to meet their obligations under this Agreement and the environmental professional's legal and professional obligations, as the case may be.

10.6 Federal or state agencies, may, with or without cause, audit work product submitted on the CLIENT'S behalf by the CONSULTANT or an environmental professional utilized by the CONSULTANT. If a federal or state agency conducts such an audit, the environmental professional may be bound by law to comply with requests for information from the agency conducting the audit. It is agreed that responses by the CONSULTANT or its environmental professional to such requests for information are additional services not included in the current PROJECT and that the CONSULTANT shall be compensated by CLIENT therefor on substantially the same basis as it is compensated for Services provided under this Agreement.

11. Hazardous Environmental Condition

11.1 The CLIENT represents and warrants that: (a) there is no asbestos, PCBs (polychlorinated biphenols), petroleum, hazardous chemicals or waste, or radioactive materials present at the Site in such quantities or circumstances that may present a material danger to any persons or properties who are exposed thereto. In connection with the Project, the presence of any such asbestos, PCBs, petroleum, hazardous chemicals or wastes, or radioactive materials are a "Hazardous Environmental Condition" and (b) the CLIENT has, to the best of its knowledge, advised the CONSULTANT about the existence, identifying type, quantity and location, of all asbestos, PCBs, petroleum, hazardous chemicals or waste, or radioactive material located at or near the Site.]

11.2 The CLIENT acknowledges that, if a Hazardous Environmental Condition [other than any that may be described in the Proposal] is encountered, indicated or alleged, the CONSULTANT has an obligation to notify the CLIENT and, to the extent required by applicable laws and regulations, appropriate governmental officials.

11.3 **Unless so described in the Proposal**, the Project does not include any services related to a Hazardous Environmental Condition. In the event the CONSULTANT or any other party encounters a Hazardous Environmental Condition, CONSULTANT may, at its option and without liability of any sort, suspend performance of the Project on the portion of the Site or the Project affected thereby, until such time as the CLIENT: (a) retains appropriate experts or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition and (b) warrants that the Site is in full compliance with all applicable laws regulations and industry or professional standards.

11.4 The CLIENT acknowledges that the CONSULTANT is not and shall not be required to become an arranger, operator, generator, transporter, recycler or dispose of hazardous substances or waste, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), or under applicable state or local law or regulation at the Site in connection with the CONSULTANT'S obligations under this Agreement.

12. Contract Dispute Resolution

12.1 In the event there is a dispute concerning the terms of this Agreement or any issue arising under this Agreement, the parties shall attempt in good faith to resolve the matter without litigation and, if unable to do

so, shall send representatives authorized to resolve disputes to non-binding mediation by Endispute (Jams) or American Intermediation Services. Furthermore, the CLIENT and the CONSULTANT shall each include a provision similar to this Section 12.1 in each contract that either enters into with independent contractors or sub-consultants relating to the Project.

12.2 If the CONSULTANT and the CLIENT are unable to resolve any claim or dispute hereunder through mediation, then, upon request by either party, such claim or dispute under this Agreement shall be resolved by binding arbitration before a single arbitrator in Boston, Massachusetts, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

12.3 Except as otherwise provided herein, all mediation and/or arbitration costs shall be shared equally by the CLIENT and the CONSULTANT

12.4 Attorneys' Fees. The prevailing party in any arbitration or litigation relating to this Agreement shall be entitled to recover from the other party all of its costs and expenses, including reasonable attorneys' fees and expenses, incurred in connection with such arbitration or litigation.

13. Ownership and Use of Documents

As used in this Agreement, "Documents" shall include but not be limited to all hard copy or electronic documents and information, such as drawings, photographs, tables, charts, figures, diagrams, plans, specifications, field and laboratory data, calculations, reports, processes, and operational and design data, computer processes and software developed, prepared or furnished by the CONSULTANT (and by the CONSULTANT'S independent professional associates).

13.1 All documents developed, prepared or furnished by the CONSULTANT (and by the CONSULTANT'S independent professional associates and consultants) pursuant to this Agreement shall be instruments of CONSULTANT'S Services. The CONSULTANT shall retain an ownership (*i.e.* copyright), and property interest in all such Documents whether or not the Project is completed

13.2 The Documents shall remain the sole and exclusive property of the CONSULTANT, whether or not the Project is completed, and the CONSULTANT shall retain all common law, statutory law and other rights, including all copyrights, in such Documents. The delivery of the Documents hereunder shall be subject to the following terms and conditions:

(a) License. The CONSULTANT grants the CLIENT a license to use any furnished Documents upon the terms and conditions of this Agreement and only in connection with the Project. The CLIENT shall not use the Documents, in whole or in part, for any purposes other than as originally intended for under the Proposal. Without limiting the generality of the foregoing, the CLIENT shall not transfer the Documents to others without receiving the CONSULTANT'S prior written consent in its discretion and paying appropriate compensation to the CONSULTANT, , except that the CLIENT shall be entitled to submit Documents to governmental officials meet statutory or regulatory requirements so long as it gives the CONSULTANT prior notice of each such disclosure and the CONSULTANT concurs in such submittal. The CLIENT shall defend, indemnify and hold harmless the CONSULTANT and its independent professionals and sub-consultants from and against any and all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of any use of the Documents in violation of the foregoing covenant and the license hereunder.

(b) Testing and Acceptance. Any electronic versions of the Documents will be subject to a

testing and acceptance period ending two weeks after the date of their transmittal by the CONSULTANT to the CLIENT by e-mail, compact disk (CD) or otherwise. The CLIENT shall report any defect or error that it may discover during such two-week period. The CONSULTANT shall promptly correct any such defect or error discovered in the two-week period if said Documents are required to be delivered pursuant to the Proposal, but shall not be required to correct such defect or error if said Documents have been transmitted as an accommodation on the part of the CONSULTANT. Unless the CLIENT reports a defect or error in the testing and acceptance period, the CLIENT shall be deemed to have accepted said Documents and the CONSULTANT shall not have any obligation to correct errors in or further maintain such Electronic Files after such two-week period.

(c) Format. Electronic versions of the Documents furnished by the CONSULTANT shall be in one of the following formats:

- Microsoft Word 2003 document (DOC)
- Microsoft Excel 2003 workbook (XLS)
- AutoCAD 2012 drawing (DWG)
- Acrobat V7.0 (PDF)

Any changes to the electronic specifications set forth in the Proposal that may be requested by the CLIENT shall be deemed to be a change in the scope of Services, which requires an amendment to this Agreement under Section 16.

(d) Effective Date of Data in the Documents. The Documents represent completed work products, partial work products, and/or draft work products prepared at an earlier date and, therefore, may be incomplete and may not reflect current conditions or practices at the Site or for the Project as of the date of their electronic transmission or physical delivery. The CONSULTANT is not required to verify or update the Electronic Files in any way, and any discrepancies between information in completed documents, draft documents, partial work products, and/or current conditions, on the one hand, and information described in the Electronic Files, on the other hand, shall not be considered a “defect” or “error” covered by paragraph (b) above.

(e) Conformity of Electronic Files to Hard Copy Documents. The CLIENT acknowledges that differences may exist between electronic copies delivered hereunder and printed copies of the documents included therein that bear the same issuance dates. By requesting documents in electronic format, the CLIENT assumes the sole obligation to verify that the Electronic Files are correct and complete and accurately reflect any hard copy representations of the documents included therein bearing the same issuance dates.

(f) Injunctive Relief. The CLIENT herein acknowledges and agrees that the Documents constitute unique property, and that monetary damages and payments may not adequately compensate the CONSULTANT for their misuse and/or unauthorized re-use. In addition to any other remedies, it may have as a matter of law, the CONSULTANT shall be entitled to obtain temporary or permanent injunctive relief to prevent the misuse or unauthorized use of the Documents in violation of the terms of this agreement.

(g) Limitation of Warranties. The transfer of the Documents for use by the CLIENT shall in no event be deemed a sale by the CONSULTANT, and the CONSULTANT makes no warranties, either express or implied, including warranties as to merchantability and fitness for any particular purposes. The CONSULTANT has taken reasonable precautions to keep the electronic files free from any virus or other malicious code; however, CONSULTANT makes no warranty or representation that the electronic files do not contain any virus or other malicious code or are compatible with CLIENT’S hardware or software.

(h) Limitation of Damages. In no event shall the CONSULTANT be liable for any consequential damages, including loss of profits and Federal, state or local regulatory agency penalties, and legal fees, or for any other damages of any type as a result of the CLIENT'S use or reuse of the Electronic Files provided by the CONSULTANT or provided by the CONSULTANT'S independent professional associates or sub-consultants. The CLIENT for itself and on behalf any person who is permitted or authorized by the CLIENT to reuse the Electronic Files, hereby waives any claim against the CONSULTANT and its officers, directors, subsidiaries, subcontractors, employees, and agents, and agrees to defend, indemnify and hold harmless the CONSULTANT and its officers, directors, subsidiaries, subcontractors, employees and agents and the CONSULTANT'S independent professional associates and sub-consultants from and against all claims, damages, losses and expenses including reasonable attorneys' fees arising out of or resulting from any such reuse in violation of this Agreement.

(i) Confidential Information. All Documents delivered to the CLIENT hereunder shall be deemed to be Confidential Information of the CONSULTANT covered by Section 8, subject to the exclusions therein provided.

(j) Implied Acceptance. The use of the Electronic Files by the CLIENT shall constitute an implied acceptance of the terms and conditions relating to the Electronic Files. If the CLIENT is not willing to abide by such terms and conditions, it shall immediately return any copies of the Electronic Files in its possession, custody or control to the CONSULTANT and shall destroy all copies thereof and delete all records of the Electronic Files from all its computers (including copies in temporary electronic storage folders, sometimes called “Trash,” “Deleted Items,” or “Recycling Bin”).

13.3 The Hard Copy Documents and the Electronic Files are not intended or represented to be suitable for re-use by the CLIENT or others on extensions of the Project or on any other project. Any such re-use without the CONSULTANT’S written approval for the specific purpose intended shall be at the CLIENT’S sole risk, without any liability or other exposure to the CONSULTANT.

13.4 The CONSULTANT will retain all Project documents, drawings, and specifications, etc. for a period of eight (8) years following completion of the Services. At the end of the eight (8) year period, the CONSULTANT will advise the CLIENT that project files will be destroyed, unless the CLIENT elects to take possession of such documents, drawings and specifications, etc. If the CLIENT decides to take possession, the CLIENT will be responsible for all personnel and reimbursable expenses/costs incurred by the CONSULTANT to assemble, copy, deliver, or ship the documents to the CLIENT.

13.5 The CLIENT shall inform each of its officers, directors, subsidiaries, subcontractors, employees and agents who are given access to Hard Copy Documents or Electronic Files of the restrictions mentioned above in this Section 13. The CLIENT shall use its best efforts to ensure that its officers, directors, subsidiaries, subcontractors, employees and agents comply with such restrictions.

14. No Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed to create any rights or benefits in this Agreement to anyone other than the CLIENT and the CONSULTANT, or to create a contractual relationship with or a cause of action in favor of any third person or entity against the CLIENT or the CONSULTANT.

15. Amendment. This Agreement and the scope of Services hereunder shall not be modified or amended, unless mutually agreed in writing by both parties. Moreover, any change in the scope of Services agreed to by the parties shall be performed subject to the provisions of this Agreement and to an equitable adjustment to the consideration set forth herein as agreed by the parties. Without limiting the generality of the foregoing, if, at any time, a local, state or Federal regulatory agency conducts an audit, review or evaluation of the Services performed hereunder on behalf of the CLIENT and requires the CLIENT to take additional actions or to collect or provide additional data to address site assessment and remediation, environmental permitting or any related issues under its statutory authority, the CLIENT shall be responsible for the cost of undertaking such actions and the CONSULTANT shall only be required to provide such services if the parties execute an amendment to this Agreement concerning such additional services.

16. Assignment. Neither the CLIENT nor the CONSULTANT may assign or delegate its rights or obligations under this Agreement to any third party, except with the prior written consent of the other, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, the CONSULTANT may in its discretion engage specialized consultants as subcontractors to perform portions of the Services on its behalf.

17. Independent Contractor. The CONSULTANT is, and shall perform this Agreement as, an independent contractor. The CONSULTANT shall have and maintain complete control over all of its employees, agents, subcontractors and operations. Neither the CONSULTANT nor anyone employed or retained by it shall be deemed to be an agent, representative, employee or servant of the CLIENT.

18. Notices. Any notice, communication or statement required or permitted to be given hereunder shall be in writing and deemed to have been sufficiently given: (a) when personally delivered with written receipt, (b) one day after deposit with a nationally recognized overnight delivery service or (c) three days after deposit in the U.S. mail by registered or certified mail, postage prepaid, return receipt requested, addressed, in any case, to the CLIENT or the CONSULTANT to the attention of its President at the address set forth above. A copy of any such notice to the CONSULTANT shall also be delivered to the CONSULTANT'S Counsel. All notices to the CONSULTANT'S Counsel shall be sent in the manner herein prescribed to Mabbett & Associates, Inc. Attention: Harlan M. Doliner, Esq., 105 Central Street, Suite 4100, Stoneham, MA 02180-1260. Either party may, by notice to the other, change the addresses above given.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to its rules of conflict of laws.

20. Force Majeure. Any delays in or failure of performance by CLIENT or CONSULTANT, other than payment of money, shall not constitute default hereunder of and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of the CLIENT or CONSULTANT, as the case may be, including but not limited to Acts of God or the public enemy; expropriation or confiscation of facilities; compliance with any order or request of any governmental authority; act of war, rebellion or sabotage or damage resulting therefrom; fires, floods, explosions, or accidents; riots or strikes or other concerted acts of workmen, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of CLIENT or CONSULTANT respectively, and which by the exercise of reasonable diligence, CLIENT or CONSULTANT are unable to prevent.

21. Miscellaneous.

21.1 This Agreement represents the entire understanding and agreement between the parties, and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding the subject matter hereof.

21.2 All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.

21.3 Any waiver by either party of any provision or condition of this Agreement shall be in writing. Moreover, no such waiver shall be construed or deemed to be a waiver of any other provision or condition of this Agreement or to be a waiver of a subsequent breach of the same provision or condition.

21.4 All paragraph headings in this Agreement are for convenience only and are in no way to be construed as part of this Agreement or as a limitation of the scope of the particular sections to which they refer.

21.5 The remaining provisions of this Agreement shall not be invalidated or impaired if any section, subsection, sentence or clause of this Agreement is adjudged to be illegal, invalid or unenforceable.

21.6 This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

AGREED AND ACCEPTED:

MABBETT & ASSOCIATES, INC.

 Digitally signed by Stephen Vetere
Date: 2024.11.19 12:01:55 -05'00'

Signature

Name

Title

Date

TOWN OF MERRIMAC

Signature

Name

Title

Date

Attachment: P2024327 Town of Merrimac River Road HCVE Study Proposal (River Road Truck Survey)



Agenda Item
Public Works
12/02/24

Town Hall Renovation- Window Proposal

Subject:

Attachments:

DanielWaterhouse townhallwindowsphase2rev

D.Waterhouse Builders
licensed and Insured

11/18/24

Daniel A Waterhouse
47 West shore rd.
Merrimac MA, 01860
978-420-9664

HIC # 168120 exp. 12/20/24
License # cs-105003 exp. 2/10/25

Merrimac Town Hall
2 School st
Merrimac MA, 01860

Window estimate (Phase 2)

There will be a total of 4 windows replaced at the Town Hall. They will be replaced with Marvin G2 single hung windows. They will be new construction windows. They will be a custom size and custom color. The exterior of the windows will be yellow extruded aluminum. The interior of the windows will be pre-primed pine. The grills will be simulated divided light. The grill pattern will be 6 over 6. The top and bottom sashes will be tempered. Full screens are included. Each window will receive a rubber pan and will be flashed properly. The exterior trim will be replicated to match the existing historic design. The trim will be made out of PVC. The trim is rot and mold resistant. The exterior trim will be painted to match the existing finishes. Spray foam will be used to seal the gaps between the window and the framing. The interior trim will be pre-primed pine. The trim will match the existing trim in the town hall. If any major rot or other damage is found, the building commissioner will be notified and a change order may be necessary.

- Price includes permit.
- A clean job site will be maintained at all times.
- A jobsite dumpster will be on site for the duration of the project.

Estimated time to complete project - 2 weeks **

Total- \$49,687.00

A down payment of \$20,901.00 is required to order the windows

Thank you, Dan Waterhouse

Town Officials signature- _____ Date- _____

Contractor's signature- _____ Date- _____

**This cost is an estimate based on known information at the time it was generated. Any additions, changes, or unforeseen issues will be subject to change orders.*

***Unforeseen changes in weather, job site conditions, changes or additions may affect the job completion date.*



Agenda Item
Accounting
12/02/24

Municipal Local Cybersecurity Grant Program (MLCGP) - Match Portion

Subject:

Honorable Select Board,

On July 11, 2024, Merrimac was awarded \$24,933.46 in federal funding to strengthen cybersecurity measures.

More recently, the Commonwealth of Massachusetts committed resources of \$6,233.37, serving as the grant match for the federal portion mentioned above. Therefore, this federally-mandated match requirement is made possible without needing to find it in the budget. Both segments are reimbursable grants for which Town funds must be expended, then reimbursed by the state's Office of Grants and Research department, after showing proof of expenditures.

Merrimac as a sub-recipient, must expend the state portion before the federal portion by June 30, 2025.

To accept this \$6,233.37 in grant matching funds by the Commonwealth, please approve the attached Standard Contract Form.

Respectfully submitted,

Anne O. Jim

Town Accountant

Attachments:

SLCGP - Standard Contract Form \$6,233.37

7.7.

Attachment: SLCGP - Standard Contract Form \$6,2333.37 (Municipal Local Cybersecurity Grant Program (MLCGP) - Match Portion)

Packet Pg. 66



Agenda Item
Merrimac Select Board
12/02/24

24EMPG MERRIMAC Contract Executed Thru 063025 with Notice to Proceed

Subject:

Needs formal vote.

Attachments:

24EMPG MERRIMAC Contract Executed thru 063025 with Notice to Proceed

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



7.8.a

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, Contractor Certifications and Commonwealth 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/lists/ctr-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 #: 508.630.5727
Contractor Vendor Code: VC6000191880		E-Mail: EM.Grants@mass.gov	Phone #: 508.561.0449
Vendor Code Address ID (e.g. "AD001"): (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): FY25EMPG2400000MERRI	
		RFR/Procurement or Other ID Number: FFY2024EMPG	
X NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) Statewide Contract (OSD or an OSD-designated Department) Collective Purchase (Attach OSD approval, scope, budget) 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)		CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior to</u> Amendment: _____ Enter Amendment Amount: _____ 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, Contractor Certifications and the following Commonwealth Terms and Conditions document is 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			
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.) X Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <u>new</u> 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 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: Funding for this grant is provided via a Federal Fiscal Year 2024 Emergency Management Performance Grant (EMPG), Assisting Listing #97.042 and has a required dollar-for-dollar match. Funds may only be used for activities outlined in the subrecipient's approved FFY2024 EMPG Subgrant Application and in accordance with attached 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: ☒ 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, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, the applicable Commonwealth Terms and Conditions, the Request for Response (RFR) or other solicitation, the Contractor's Response, 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>Chris Manni</u> (Nov 13, 2024 12:47 EST) Date: <u>Nov 12, 2024</u> Print Name / Title: _____		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>Randall Lui</u> Date: <u>Nov 12, 2024</u> Print Name / Title: <u>Randall Lui, Chief Financial Officer</u>	

**FFY2024 Department of Homeland Security, Federal Emergency Management Agency
Standard Terms and Conditions**

Federal Fiscal Year 2024 DHS STANDARD TERMS AND CONDITIONS

The Fiscal Year (FY) 2024 Department of Homeland Security (DHS) Standard Terms and Conditions apply to all new federal awards of federal financial assistance (federal awards) for which the federal award date occurs in FY 2024 and flow down to subrecipients unless a term or condition specifically indicates otherwise. For federal awards that may involve continuation awards made in subsequent FYs, these FY 2024 DHS Standard Terms and Conditions will apply to the continuation award unless otherwise specified in the terms and conditions of the continuation award. The United States has the right to seek judicial enforcement of these terms and conditions.

All legislation and digital resources are referenced with no digital links. These FY 2024 DHS Standard Terms and Conditions are maintained on the DHS website at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

A. Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications

- i. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.

B. Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. General Acknowledgements and Assurances

All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance.
- V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

II. Activities Conducted Abroad

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing

regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

- VII. Civil Rights Act of 1968
Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)
- VIII. Copyright
Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.
- IX. Debarment and Suspension
Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
- X. Drug-Free Workplace Regulations
Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
- XI. Duplicative Costs
Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.
- XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX
Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.
- XIII. Energy Policy and Conservation Act
Recipients must comply with the requirements of the Energy Policy and Conservation Act, the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations at 44 C.F.R. Part 19.
- XIII. Energy Policy and Conservation Act
Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
- XIV. False Claims Act and Program Fraud Civil Remedies
Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
- XV. Federal Debt Status
All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
- XVI. Federal Leadership on Reducing Text Messaging while Driving
Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.
- XVII. Flag America Act of 1974
Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | U.S. Department of Transportation, <https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list>) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
- XVIII. Hotel and Motel Fire Safety Act of 1990
Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

XIX. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XX. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XXI. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

XXII. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.)

(NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXIII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participation of faith-based organizations in individual DHS programs.

XXIV. Non-Supplanting Requirement

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

XXV. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

XXVI. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

XXVII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXVIII. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXIX. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

XXX. Reporting Subawards and Executive Compensation

For federal awards that equal or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

XXXI. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

- (a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
 - (1) applying the domestic content procurement preference would be inconsistent with the public interest;
 - (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 - (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

Definitions

The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

XXXII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

XXXIII. Terrorist Financing

Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.

XXXIV. Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.

XXXV. Universal Identifier and System of Award Management

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.

XXXVI. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

XXXVII. Use of DHS Seal, Logo and Flags

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

XXXVIII. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

**Commonwealth of Massachusetts
Terms and Conditions**

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

1. **Contract Effective Start Date.** Notwithstanding verbal or other representations by the parties, the effective start date of performance under a Contract shall be the later of the date the Contract was executed by an authorized signatory of the Contractor, the date the Contract was executed by an authorized signatory of the Department, the date specified in the Contract, or the date of any approvals required by law or regulation.
2. **Payments And Compensation.** The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. c. 29, § 26, or the availability of sufficient non-appropriated funds for the purposes of a Contract and shall be subject to intercept pursuant to M.G.L. c. 7A, § 3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.
3. **Contractor Payment Mechanism.** All Contractors will be paid using the Comptroller's payment system unless a different payment mechanism is required. The Contractor shall timely submit invoices and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System shall be used only for Individual Contractors who have been determined to be Contract Employees as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.
4. **Contract Termination Or Suspension.** A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.
5. **Written Notice.** Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.
6. **Confidentiality.** The Contractor shall comply with M.G.L. c. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to, the Department's public records, documents, files, software, equipment or systems.
7. **Record-keeping And Retention, Inspection Of Records.** The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of six (6) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.
8. **Assignment.** The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. c. 106, § 9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.
9. **Subcontracting By Contractor.** Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.
10. **Affirmative Action, Non-Discrimination In Hiring And Employment.** The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual

orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. **Indemnification.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.
12. **Waivers.** Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.
13. **Risk Of Loss.** The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract, until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.
14. **Forum, Choice of Law And Mediation.** Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a state or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.
15. **Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration.** Any amendment or attachment to any Contract which contains conflicting language or has the effect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law; provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1 of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, the Contractor certifies under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory signing the Standard Contract Form.

**Massachusetts Emergency Management Agency
Special Conditions and Reporting Requirements**

Parties

The "Contractor" or "Subrecipient" is an eligible public or private not-for-profit entity that has applied for grant funding to the Massachusetts Emergency Management Agency (MEMA) and has received an approved award. The subrecipient must be represented by a duly authorized official(s) of the Contractor whose signature(s), authorization(s), and/or certification(s) legally represent and bind the Contractor. The Commonwealth of Massachusetts, acting through the Massachusetts Emergency Management Agency ("Department"), is responsible for administering this grant program.

Agreement

The Subrecipient and Department will execute a State Standard Grant Contract through which the subrecipient agrees to perform all activities as described in the approved application within the budget, dates of service, and other conditions set forth below. The Department agrees to reimburse the Subrecipient for all allowable costs incurred within period of performance as stated in the executed state contract and to provide technical assistance and support required to carry out the purposes of the grant.

Terms and Conditions

1. **Project Revisions.** Any substantive adjustment to a subrecipient's scope of work or budget must be reviewed and approved by MEMA prior to expenditure. A contract amendment may be required prior to performance under an adjusted scope of work. MEMA is not obligated to reimburse work or expenditures made outside an approved scope of work or budget.
2. **Press.** Subrecipient agrees to proactively notify MEMA of any interactions or planned media outreach regarding activities funded under this grant program.
3. **Release of Information.** All records, papers and other documents of any kind related to the funded activity in any manner and kept by subrecipients of these funds shall be made promptly available upon request to any person authorized by MEMA for inspection and copying.
4. **Application of Special Conditions to Subrecipient:** If a subrecipient proposes to engage in sub-granting activities, it shall ensure its sub-grantees adhere to all applicable contract conditions.
5. **Reporting.** Subrecipients agree to submit timely and accurate Reimbursement Request Form as needed and directed. Failure to comply with this condition may result in the withholding of subrecipient funds until the delinquent report is received.
6. **Contractor/Consultant Rates.** Compensation for individual consultant services is to be reasonable and consistent with the amount paid for similar services in the marketplace. Consideration can be given to compensation, including fringe benefits, for those individuals whose employers do not provide the same. Time and effort reports are required for consultants.
7. **Internet Access.** Subrecipients must have Internet access.
8. **Email addresses.** Subrecipient project point of contact of grant programs must have individual email addresses.
9. **Subrecipient Non-compliance.** Contractor/Subrecipient, is subject to the federal and state regulations and related requirements set forth herein. Non-compliance may result in an audit finding and subsequent repayment of funds. Approval of a project, project costs, contract, or payment by MEMA does not exempt the Contractor from requirements to repay funds. Should a state, federal, or local audit reveal that actions taken by the Contractor/Subrecipient, or any of its contractors, regardless of previous approval by MEMA, do not comply with policies, laws, or regulations, the Contractor agrees to repay the required amounts in the manner and timeframe determined by MEMA. Repayments not made as expected will be considered debts and addressed under the Commonwealth's Debt Collection and Intercept policy (815 CMR 9.00).
10. **Monitoring.** Subrecipients agree to cooperate with MEMA monitoring and site visits.
11. **Records Retention.** The Contractor shall retain all related records for a minimum of six years from the date of the Close-Out Report Submission. In cases of similar requirements at two or more levels, the more stringent of the requirements must be followed.
12. **Prior to acceptance of these terms and conditions,** Contractor must evaluate its policies, procedures, and management systems for risk of non-compliance with any of the above terms and conditions, inclusive of all requirements of FEMA, U.S. DOT and 2 CFR 200. Any identified areas of risk must be brought to the attention of MEMA prior to the execution of the contract in order to determine and implement the appropriate remedy.

Certification of Compliance with Federal Procurement Standards

All subrecipient spending under a Federal Grant must comply with the federal procurement standards described in 2 CFR 200.317 through 200.327. Subrecipients must expend funds under their official, documented procurement procedures which comply with applicable federal, state, local, and tribal laws, and regulations. By signing this Contract, the Subrecipient certifies compliance with the following:

1. Procurement(s) conducted under the above-referenced grant program will comply with my organization's procurement procedures which are documented and reflect current procurement practices.
2. My organization's procurement procedures comply with the federal procurement standards found at 2 CFR 200.317 through 200.327.

If the subrecipient does not have documented procurement procedures, MEMA may terminate this agreement and/or withhold reimbursement until such time as the subrecipient can provide appropriate revisions to assure all expenditures were made in compliance with the applicable federal, state, local, and tribal procurement requirements.



Agenda Item
Merrimac Select Board
12/02/24

Disclosure of Special Municipal Employee- Patty Olds- Cultural Council

Subject:

Attachments:

Disclosure of Special Municipal Employee- Patty Olds- Cultural Council

**DISCLOSURE BY SPECIAL MUNICIPAL EMPLOYEE
OF FINANCIAL INTEREST IN A MUNICIPAL CONTRACT
AS REQUIRED BY G. L. c. 268A, § 20(c)**

Name of special municipal employee:	Patricia Olds
Put an X beside one statement.	I am a special municipal employee because: ☐ I am a selectman in a town with a population of 10,000 or fewer people; ☒ I am not a mayor, alderman or city councilor, and ☒ I serve in a municipal position for which no compensation is provided, or ☐ I earned compensation for fewer than 800 hours in the preceding 365-day period, or ☐ By the classification of my position by my municipal agency or by the terms of a contract or my conditions of employment, I am permitted to have personal or private employment during normal business hours. ☐ I work for a company or organization which has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the municipal is contracting for my services in particular, and the contract states that I am a special municipal employee or indicates that I meet one of the three requirements listed above.
Title/ Position	Merrimac Cultural Council, Council Member
Fill in this box if it applies to you.	If you are a special municipal employee because a municipal agency has contracted with your company or organization, please provide the name and address of the company or organization.
Municipal Agency/ Department:	This is "my Municipal Agency." Merrimac Cultural Council
Agency Address:	2 School Street, Town Hall Merrimac, MA 01860
Office phone:	978-346-8013
Office e-mail:	merrimacculturalcouncil@gmail.com
	Check one: ☐ Elected or ☒ Non-elected
Starting date as a special municipal employee.	July 22, 2024

BOX # 1 Select either STATEMENT #1 or STATEMENT #2. Write an X by your financial interest.	ELECTED SPECIAL MUNICIPAL EMPLOYEE I am an elected special municipal employee . ☐ STATEMENT #1: I had a financial interest in a contract made by a municipal agency before I was elected to a compensated special municipal employee position. I will continue to have this financial interest in a municipal contract. ☐ STATEMENT #2: I will have a new financial interest in a contract made by a municipal agency. My financial interest in a contract made by a municipal agency is: ☐ A compensated, non-elected position with a municipal agency. ☐ A contract between a municipal agency and myself. ☐ A financial benefit or obligation because of a contract that a municipal agency has with another person or with a company or organization. ☐ Other work because a municipal agency has a contract with my company or organization and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the municipal is contracting for my services in particular.
BOX #2 Select either STATEMENT #1 or STATEMENT #2. Write an X by your financial interest.	NON-ELECTED SPECIAL MUNICIPAL EMPLOYEE I am a non-elected special municipal employee (compensated or uncompensated). ☐ STATEMENT #1: I had a financial interest in a contract made by a municipal agency, other than an employment contract, before I took a non-elected, compensated special municipal employee position. I will continue to have this financial interest in a municipal contract. My financial interest in a contract made by a municipal agency is: ☐ A contract between a municipal agency and myself, but not an employment contract. ☐ A financial benefit or obligation because of a contract that a municipal agency has with another person or with a company or organization. OR ☒ STATEMENT #2: I will have a new financial interest in a contract made by a municipal agency. My financial interest in a contract made by a municipal agency is: ☐ A compensated, non-elected position with a municipal agency. ☐ A contract between a municipal agency and myself. ☒ A financial benefit or obligation because of a contract that a municipal agency has with another person or with a company or organization. ☐ Other work because a municipal agency has a contract with my company or organization and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the municipal is contracting for my services in particular.
Name and address of municipal agency that made the contract <i>grant application</i>	FINANCIAL INTEREST IN A MUNICIPAL CONTRACT This is the "contracting agency." <i>Merrimac Public Library</i> <i>86 W. Main Street</i> <i>Merrimac, MA 01866</i>
Write an X to confirm this statement.	☐ In my work as a special municipal employee for my Municipal Agency, I do not participate in or have official responsibility for any of the activities of the contracting agency.

FILL IN THIS BOX OR THE NEXT BOX	ANSWER THE QUESTION IN THIS BOX IF THE CONTRACT IS BETWEEN THE MUNICIPAL AGENCY AND YOU. - Please explain what the contract is for.
	ANSWER THE QUESTIONS IN THIS BOX IF THE CONTRACT IS BETWEEN THE MUNICIPAL AGENCY AND ANOTHER PERSON OR ENTITY - Please identify the person or entity that has the contract with the municipal agency. - What is your relationship to the person or entity? - What is the contract for? <i>The Merrimac Public Library (of which I am a part-time compensated employee) has submitted grant applications (FY25-LCC-95886 and FY25-LCC-95964) to the Merrimac Cultural Council, of which I am a voting council member.</i>
What is your financial interest in the municipal contract? <i>grant application.</i>	- Please explain the financial interest and include the dollar amount if you know it. <i>I do not have a financial interest in the grant application submitted by the MPL; ~~but~~ I am merely a paid part-time employee at the MPL.</i>
Date when you acquired the financial interest	<i>I ~~was~~ began my paid employment at the Merrimac Public Library in January 2020.</i>
What is the financial interest of your immediate family?	- Please explain the financial interest and include the dollar amount if you know it. <i>None</i>
Date when your immediate family acquired the financial interest	
Employee signature:	<i>Patricia Olds</i>
Date:	<i>11-13-2024</i>

Attach additional pages if necessary.

File your completed, signed Disclosure with the city or town clerk.



Agenda Item
Merrimac Select Board
12/02/24

Cultural Council Resignations

Subject:

Attachments:

Resignation of David Olds from Cultural Council_Redacted

Resignation of Theresa Blackman from Cultural Council_Redacted

From: [Gwen Lay Sabbagh - Clerk \(X3030\)](#)
To: [Jennifer Penney - Select Board \(X3080\)](#)
Cc: [Carol McLeod - Finance \(X3040\)](#)
Subject: FW: Cultural Council Appointment
Date: Thursday, November 21, 2024 9:48:36 AM

Hi Jen,
 For your records.
 Thanks,
 Gwen

From: David Olds [REDACTED]
Sent: Thursday, November 21, 2024 9:39 AM
To: d [REDACTED]; Cultural Council <Merrimacculturalcouncil@gmail.com>
Cc: Gwen Lay Sabbagh - Clerk (X3030) <townclerk@townofmerrimac.com>; Carol McLeod - Finance (X3040) <cmcleod@townofmerrimac.com>; David Olds [REDACTED]
Subject: Cultural Council Appointment

Dear Christy-

It has recently been made clear to me that a member of the town Finance Committee cannot serve on any other town committee. With this knowledge, I hereby resign my membership on the Merrimac Cultural Council.

I feel very bad about this decision. I recognize that this places the council in dire straits regarding the ability to act on this year's grant applications but with a favorable acceptance of Patty's "exemption" request, the council should be able to act with a minimum number of members available.

Best regards,
 Dave Olds
 5 Stevens Terrace, Merrimac, MA 01860

Attachment: Resignation of David Olds from Cultural Council_Redacted (Cultural Council Resignations)

From: [Cultural Council](#)
To: [Jennifer Penney - Select Board \(X3080\)](#)
Subject: Fwd: Merrimac Cultural Council FY25
Date: Monday, November 25, 2024 9:58:41 AM

Please see resignation from Merrimac Cultural Council for your acceptance.

Regards,
 Christy Skinner

----- Forwarded message -----

From: Theresa Blackman [REDACTED] >
Date: Sun, Nov 10, 2024 at 4:53 PM
Subject: Re: Merrimac Cultural Council FY25
To: Cultural Council <merrimacculturalcouncil@gmail.com>

Hi there:

Due to unforeseen & unfortunate circumstances I'm no longer able to contribute to the MCC.

With sincere apologies,
 Theresa

On Tue, Aug 27, 2024 at 1:33 PM Cultural Council <merrimacculturalcouncil@gmail.com> wrote:

Good afternoon all, hope you've been enjoying your summer! I want to extend a warm welcome to our two newest members, David and Patty Olds.

Basic explanation or reminder of how the Council has been running:

The 2025 Grant Cycle opens on Sunday, September 1st and applicants have until October 16th to submit proposals for direct funding. Those proposals will be available for all to view through your individual Mass Cultural Council Grant Management System - https://massculturalcouncil.smartsimple.com/s_Login.jsp?lang=1&prole=0

We then need to meet at the most convenient time for all sometime in November or December to discuss and vote on how we would like to fund those proposals with the **\$7,300 being allotted to us for 2025.** At this meeting, we also come up with a rough idea of who will be able to attend these events as a way of unofficially auditing our approved applicants.

Approval notices are then sent by the Chair, allowing for a 15 day reconsideration period for those who may not have been approved. **The Chair then has until 1-16-2025 to submit our Grant Decision reports thru the Mass Cultural Council online portal.**

For more detailed information about the Grants process, including how to gain access to the Online Grant Management system, please visit
<https://massculturalcouncil.org/communities/local-cultural-council-program/lcc-toolkit/the-grant-cycle/grants-management-system/>

Attachment: Resignation of Theresa Blackman from Cultural Council_Redacted (Cultural Council Resignations)

There is a Local Cultural Council Member webinar recording on this page that the Mass Cultural Council is asking us all to watch asap. Look for the "WATCH: FY25 LCC Guidelines Training for Members" video and PDF slidedeck above the "Frequently Asked Questions" section.

Looking forward to another successful and rewarding year.
Chris Skinner

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Merrimac Cultural Council

www.facebook.com/merrimacculturalcouncil
www.merrimac01860.info/203/Cultural-Council



Agenda Item
Merrimac Select Board
12/02/24

Volunteer Application-Jason Skinner-Cultural Council

Subject:

Attachments:

Volunteer Form-Jay Skinner-Cultural Council_Redacted

Jason-Skinner LOI

From: [Jason Skinner](#)
To: [Jennifer Penney - Select Board \(X3080\)](#)
Subject: New submission from Volunteer Form
Date: Monday, November 25, 2024 10:22:35 AM

Name
Jason Skinner
Address
19 W. Main St. #6
Occupation
Product Manager, Electronic component Distribution
Phone
[REDACTED]
Email
[REDACTED]
I am a first time volunteer
• Yes
I am a first time volunteer requesting appointment to:
• Cultural Council
Upload Letter of Interest
• Jason-Skinner.pdf

Attachment: Volunteer Form-Jay Skinner-Cultural Council_Redacted (Volunteer Application-Jason Skinner-Cultural Council)

November 25, 2024

Select Board of Merrimac

2 School Street

Merrimac, MA 01860

Dear Merrimac Select Board,

I understand that the Merrimac Cultural Council is in need of some help and I am willing to volunteer for a position on the Council.

Sincerely yours,

Jason Skinner

Attachment: Jason-Skinner LOI (Volunteer Application-Jason Skinner-Cultural Council)



Agenda Item
Merrimac Select Board
12/02/24

Electric Chargers

Subject:



Agenda Item
Merrimac Select Board
12/02/24

Survey Communication

Subject:

Attachments:

Survey Communication

From: [Wayne Adams - Select Board Member](#)
To: [Jennifer Penney - Select Board \(X3080\)](#)
Subject: Re: Comcast
Date: Thursday, November 21, 2024 10:44:28 AM

Please place on the upcoming agenda: survey communication. Thanks Wayne
 Sent from my iPad

On Nov 20, 2024, at 1:14 PM, Jennifer Penney - Select Board (X3080)
 <selectmen@townofmerrimac.com> wrote:

FYI

Best,

Jennifer Penney

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

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

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

Notice:

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

From: Anne Jim - Accounting (X3005) <ajim@townofmerrimac.com>
Sent: Wednesday, November 20, 2024 12:20 PM
To: Jennifer Penney - Select Board (X3080) <selectmen@townofmerrimac.com>; Anne Jim - Accounting (X3005) <ajim@townofmerrimac.com>; Kelleigh Greaney - Assessing (X3011) <kgreaney@townofmerrimac.com>; Karen Guilmette - Finance (X3090) <kguilmette@townofmerrimac.com>; Carol McLeod - Finance (X3040) <cmcleod@townofmerrimac.com>; Michelle Barry - Tax (X3091) <mbarry@townofmerrimac.com>; Kendra Blitz - Clerk (X3031) <assistantclerk@townofmerrimac.com>; Gwen Lay Sabbagh - Clerk (X3030) <townclerk@townofmerrimac.com>; Jay Smith <jsmith@townofmerrimac.com>;

Attachment: Survey Communication (Survey Communication)

Shayla Wells - Planning (X3070) <planbd@townofmerrimac.com>; Cable Access (X3020) <cableaccess@townofmerrimac.com>; Robert Sinibaldi - DPW (X3604) <dpwdir@townofmerrimac.com>; Alyssa Sexton - ISD (X3060) <asexton@townofmerrimac.com>; Tina Journeay - DPW (X3601) <tjourneay@townofmerrimac.com>; Julie Gilchrist - BOH (X3050) <boh@townofmerrimac.com>; Debbie Ketchen - BOH Agent (X3050) <healthagent@townofmerrimac.com>; Heather Roche - Assessing (X3010) <hroche@townofmerrimac.com>

Subject: Comcast

Hello,

It was confirmed just now by Comcast that they will be continuing on their maintenance tomorrow, Thursday 11/21.

I hear that the service is up and down today, so tomorrow will most likely be the same. The good news is that I have all your vendor warrants secured while working from home. Thanks.

Anne O. Jim
Town Accountant
Town of Merrimac
2 School Street
Merrimac, MA 01860
978-346-7634
<https://townofmerrimac.com/accountant/>

Attachment: Survey Communication (Survey Communication)



Agenda Item
Merrimac Select Board
12/02/24

Town Hall Hours

Subject:

Attachments:

Employee Hours

From: [Carol McLeod - Finance \(X3040\)](#)
To: [Jennifer Penney - Select Board \(X3080\)](#)
Subject: Remote Work
Date: Tuesday, November 19, 2024 11:31:37 AM

Good Morning,

It was requested to know who works remotely on Fridays. Below is a list of the employees in Town Hall.

Carol McLeod, Town Administrator	40 Hours	Remote on Fridays	Does not have public hours
Anne Jim, Town Accountant	40 Hours	Remote on Fridays	Does not have public hours – to meet deadlines for Vendor and Payroll remote hours vary
Karen Guilmette, Asst. Treasurer Collector	40 Hours	Remote on Fridays	Does have public hours – to meet deadlines for Vendor and Payroll remote hours vary
Michelle Barry, Tax Collector	40 Hours	Remote on Fridays	Does have public hours
Gwen Lay Sabbagh, Town Clerk	40 Hours	Appt. only Fridays	Does have public hours
Heather Roche, Principal Assessor	35 Hours	No Friday Hours	Does have public hours
Kelleigh Greaney, Asst. Assessor	35 Hours	No Friday Hours	Does have public hours
Jen Penney, Executive Admin to Select Board	35 Hours	No Friday Hours	Does have public hours
Tina Journeay, Water Sewer Admin Coordinator	35 Hours	No Friday Hours	Does have public hours
Alyssa Sexton, Admin Coordinator	35 Hours	Remote on Fridays	Does have public hours, Additional 5 hours are Website weekend hours

Thank you,

Carol A. McLeod, CMMT, MCPPO

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

Office Hours:

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

Attachment: Employee Hours (Town Hall Hours)



Agenda Item
Public Works
12/02/24

Coastal Metals- Redevelopment Water Drum Disposal

Subject:

Attachments:

TRC - Former Coastal Metals Finishing Quote - updated contact



Sustainability in Action

Preliminary Proposal

RE: drummed waste pickup quote
(Former Coastal Metals Finishing)

PROPOSAL #: 224.41.151

COMPANY: Town of Merrimac
ADDRESS: 4 School Street
Merrimac, MA 01860

CONTACT: Carol A. McLeod
PHONE: (978)346 - 0524
EMAIL: CMCLEOD@TOWNOFMERRIMAC.COM

November 26, 2024

Dear Carol:

Republic Services appreciates this opportunity to provide you with environmental solutions. Following up on our earlier discussion, we are pleased to present this preliminary proposal.

Republic Services now offers comprehensive environmental solutions, including waste treatment, field and industrial services and 24/7 emergency response services. With a network of 40,000 employees and more than 175 dedicated Environmental Solutions locations, our customers benefit from working with an industry leader that can provide innovative solutions for hazardous and regulated waste, in addition to our recycling and waste services you have relied on for years.

Republic Services offers convenience and flexibility to our customers by staging and consolidating non-bulk loads of hazardous, non-hazardous and universal wastes into full loads, shipped to various Republic Services' facilities for proper treatment and disposal. Republic Services is permitted to manage over 750 federal and state waste codes. Other environmental services we provide include managing hazardous and nonhazardous bulk waste streams, lab pack services, industrial cleaning services and household hazardous waste events. These offerings, coupled with our extensive LTL route network, make Republic Services a premier environmental services firm.

We understand you need a professional, integrated solution, and we have designed this proposal to meet those needs. Our best-in-class customer service leverages our industry-leading capabilities and will allow us to deliver the strongest solution available in the market today. We look forward to supporting you on this project!

Scope of Work: provide box truck and driver to pick up drummed waste, complete manifest and loading and transport to an approved receiving facility.

Facility: US Ecology Burlington, Inc.

Attachment: TRC - Former Coastal Metals Finishing Quote - updated contact (Coastal Metals- Redevelopment Water Drum Disposal)



Sustainability in Action

Preliminary Proposal

DESCRIPTION	EST QTY	UNITS	UNIT RATE	EST EXT RATE
TRANSPORTATION				
Manifest & Loading	1	Event	\$300.00	\$300.00
Onsite Time after 1 st 30 minutes	1	Hour	\$120.00	\$120.00
Transportation for off-loading at a permitted facility	4	Drum	\$30.00	\$120.00
SUPPLIES				
DISPOSAL (pending profile approval)				
Well development Water (VOC, Metals & CN)	4	Drum-55	\$690.00	\$2760.00
FEES				
E-Manifest Fee	1	Each	\$20.00	\$20.00
New Profile Fee	1	Each	\$125.00	\$125.00
Recertification of Profiles		Each	\$40.00	NA
MA Haz Waste Transporter Fee	220	Gallon	\$0.30	\$66.00
EISC Fee	\$3511.00	Percent	20%	\$702.20
Estimated Total				\$4213.20

TERMS & CONDITIONS

THE ADDRESSEE OF THIS PROPOSAL IS THE "CUSTOMER". "REPUBLIC SERVICES" IS THE DIVISION ENTITY IDENTIFIED BELOW THAT IS OFFERING TO PERFORM THE SERVICES. ALL SERVICES PROVIDED UNDER THIS PROPOSAL ARE SUBJECT TO REPUBLIC SERVICE'S ENVIRONMENTAL SERVICES TERMS AND CONDITIONS ("SERVICE TERMS") INCORPORATED HEREIN BY THIS REFERENCE AND LOCATED AT: www.RepublicServices.com/ServiceTermsES. A HARD COPY OF THE SERVICE TERMS WILL BE PROVIDED UPON REQUEST. BY EXECUTING THIS PROPOSAL OR RECEIVING THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS AUTHORIZED THE SERVICES AND HAS READ AND AGREES TO BE BOUND BY THE SERVICE TERMS. IF CUSTOMER HAS A VALID CONTRACT WITH CONTRACTOR THAT INCLUDES THE SCOPE OF SERVICES HEREIN, THE TERMS OF SUCH CONTRACT SHALL PREVAIL IN THE EVENT OF ANY CONFLICTS WITH THE SERVICE TERMS. NO TERMS OR CONDITIONS ON ANY CUSTOMER-PROVIDED DOCUMENT OR RELATED TO CUSTOMER'S VENDOR SET UP PROCESS SHALL APPLY. THIS PROPOSAL AND THE SERVICE TERMS OR CONTRACT, AS APPLICABLE, CONTAIN THE ENTIRE AGREEMENT OF THE PARTIES RELATED TO THE SERVICES LISTED HEREIN. CUSTOMER'S UNDERSIGNED REPRESENTATIVE WARRANTS THAT HE/SHE HAS AUTHORITY TO BIND CUSTOMER TO THIS PROPOSAL.



This preliminary proposal is valid for **60** days. After expiration of this proposal, the offer to perform services, and the prices, are subject to change or withdrawal. When waste approval is granted, we will provide written confirmation of pricing and billing unit. Payment terms are Net 30 days. Final pricing is subject to credit approval and standard credit terms.

GENERAL PROPOSAL CONDITIONS:

- Prices and services are contingent upon credit approval and waste acceptance approval from the receiving facility. Approval of waste materials will be based on a completed and signed waste profile, an MSDS or analytical report, and an evaluation of a representative sample (if required) for a treatability study.
- Surcharges may apply if waste varies from its original profile or is re-characterized or reclassified on site at the TSDF.
- Additional fees may apply at the time of delivery for assistance with off-loading or due to non-conforming waste.
- Improperly classified and/or rejected waste will be returned to the customer, or managed in an alternative manner, at the customer's expense.
- Quoted bulk disposal charges for solid materials will be billed by the cubic yard if the truckload density is less than 2,000 pounds per cubic yard. If the truckload density is greater than 2,000 pounds per cubic yard, then bulk charges will be billed by the ton, regardless of the approved container. Republic Services' personnel will monitor all shipments.
- Due to the U.S. EPA's e-manifest regulations, a fee will be assessed to all customers for shipments utilizing a hazardous waste manifest.
- An EEC fee will be added to your services. EEC is an environmental, energy & compliance fee. The EEC fluctuates monthly and will be charged as a percentage of all invoiced charges, excluding taxes. For more information about this fee, please visit www.republicservices.com/customer-support/fee-disclosures.
- Fees will be charged for waste approvals. A Profile Submission Fee of \$125 will be charged for each initial profile approval, and a Profile Renewal Fee of \$40 will be charged for each profile renewal.
- Standard non-hazardous disposal pricing does not include PFOS/PFAS contaminants.
- Republic Services reserves the right to modify pricing if the scope changes in any manner.

TRANSPORTATION CONDITIONS:

- In the event that the scope of work changes from that specified above, out-of-scope work shall be charged at cost plus 15% or at rates mutually agreed upon in writing before work continues. The work site must be accessible for the size and type of truck ordered.
- Disposal pricing is contingent upon having an approved profile on file.
- NRC/Republic will have ready access to the drums.
- All shipping containers must be non-leaking and D.O.T. approved. Repackaging charges will apply if needed.



Sustainability in Action

Preliminary Proposal

- Off-specification charges may apply if the waste is not as stated / profiled.
- Due to analytical requirements under the permit of our TSDF, every 500th drum is sampled for full waste characterization parameters. You will be contacted by customer service if one of your drums is selected and results indicate contaminants not indicated on the profile.
- Inverted drums in an overpack drum will be charged an additional \$360.00.
- If the waste container size is not listed the following pricing will apply:
 - a. 30-gal drum will be 70% of the 55-gal rate.
 - b. 15-gal drum will be 50% of the 55-gal rate.
 - c. 5-gal pail will be 30% of the 55-gal rate.

Thank you for this opportunity – we appreciate your interest in our services. I believe this preliminary proposal meets your specifications, but please contact me if you have any questions.

Division Entity: SELECT REPUBLIC OPERATING ENTITY

**Republic Services Sales Representative: John Welch on behalf of Scott Perry
(Account Executive)**

Phone: 603-501-9921

Email: jwelch3@republicservices.com

Republic Services General Manager: Todd Gagnon

Phone: 339-205-4977

Email: tgagnon@republicservices.com

Customer hereby accepts this Preliminary Proposal.

Customer Representative:

Name:

Title:

Date:

Phone:

Email:



Agenda Item
Merrimac Select Board
12/02/24

Best Practices-Organizational Structure Study

Subject:



Agenda Item
Merrimac Select Board
12/02/24

State of Schools

Subject:



Agenda Item
Merrimac Select Board
12/02/24

Performance Evaluation-Robert Sinibaldi

Subject:



Agenda Item
Public Works
12/02/24

Sewer Laborer- Aidan Frary

Subject:



Agenda Item
Merrimac Select Board
12/02/24

Resignation of Part Time Dispatcher-Mikara Crowley

Subject:



Agenda Item
Merrimac Select Board
12/02/24

Performance Evaluation-Lorna Morgan

Subject:

Attachments:

Employee Evaluation - Dispatcher Morgan

From: [Eric M. Shears](#)
To: [Jennifer Penney - Select Board \(X3080\)](#)
Cc: [Mark E. Sayers](#); [Lorna J. Morgan](#)
Subject: Employee Evaluation - Dispatcher Morgan
Date: Tuesday, November 26, 2024 11:48:48 AM
Attachments: [image005.png](#)
[Lorna Morgan Employee Review 09.7.24.pdf](#)

Good morning,

I have attached (1) Performance Evaluation to this email. Our Evaluation Form differs from the Town's Form in both content and rating.

1. **Dispatcher Lorna Morgan** was evaluated by Dispatch Supervisor Mark Sayers on 09/07/2024. I reviewed the evaluation on or about 11/26/2024. The employees overall rated performance of Dispatcher is listed as Meets Standards (Performance consistently meets job requirements. Achieves performance goals and objectives as expected). There are a few Exceeds Standards listed as well. (Performance is consistently above adequate skills levels. Achieves performance goals and objectives often beyond expectations).

Therefore, I would recommend to the Select Board that the employee receives a performance salary increase, up to 1% of employee's pay to be added to employee's hourly rate.

Dispatcher Morgan's full-time anniversary date is 08-21-2021. Her performance increase should be effective 8-21-24.

Respectfully submitted,

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

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



Attachment: Employee Evaluation - Dispatcher Morgan (Performance Evaluation-Lorna Morgan)



Agenda Item
Merrimac Select Board
12/02/24

MGL C30A, Sec.21A 2.To Conduct Strategy Sessions in Preparation for Negotiations with Non-Union Personnel or to Conduct Collective Bargaining Sessions or Contract Negotiations with Non-Union Personnel.

Subject:



Agenda Item
Merrimac Select Board
12/02/24

**MGL C30A, Sec. 21A 3.To Discuss Strategy with Respect to Collective Bargaining or Litigation If
an Open Meeting May Have a Detrimental Effect on the Bargaining or Litigating Position of the
Public Body and the Chair So Declares.**

Subject:



Agenda Item
Merrimac Select Board
12/02/24

MGL C30A Sec. 21A 1.To Discuss the Reputation, Character, Physical Condition or Mental Health, Rather Than Professional Competence, of an Individual, or Discuss the Discipline or Dismissal Of, or Complaints or Charges Against, a Public Officer, Employee, Staff Member or Individual.

Subject: