MEMORANDUM OF UNDERSTANDING

Between the

Town of Berlin and the Berlin-Boylston Regional School District

Regarding Use of Berlin Memorial School as Polling Location

This Memorandum of Understanding (MOU) is entered into by and between the Town of Berlin, Massachusetts (hereafter, the "Town") and the Berlin Boylston Regional School District (hereafter, the "District"), collectively referred to as the "Parties."

1. Purpose

The purpose of this MOU is to outline the terms and responsibilities related to the relocation of the Town's polling place from the Berlin Municipal Offices, located at 23 Linden Street, to Berlin Memorial School, located at 34 South Street, Berlin, MA. This change shall take effect beginning with the 2026 State Primary and shall remain in effect unless modified or terminated by mutual agreement.

2. Use of Premises

The District agrees to permit the Town to use designated portions of Berlin Memorial School, including the gymnasium and adjoining hallways, for the purpose of conducting local, state, and federal elections ("Polling Place").

The Town agrees to provide advance notice to the District of scheduled election dates as soon as practicable, and will make every effort to do so prior to the District's annual calendar setting in July. However, the official date of the State Primary may be set as late as February 1 of the election year. In such cases, the Town will notify the District as soon as the date is confirmed and in no event later than 60 days prior to the election.

The school building will be made available to the Town for polling setup, voting, and takedown on the day(s) of election, the prior afternoon for preparation, and the day following the election for removal of equipment.

The Polling Place shall be available exclusively to the Town from 6:00 am to 12:00 pm on election days, and the District understands that the Town shall have the right to restrict certain activities within 150 feet of the Polling Place in accordance with law.

The District or its designee shall raise any concerns regarding election day activities with the authorized representative of the Town identified in Section 7 below and not with any individual election worker.

3. Operational Considerations

The Town and District shall work together to ensure the safety of students and staff, minimize disruptions to school operations, provide accessibility for voters, and coordinate emergency preparedness plans on election days. This may include designating specific entrances, arranging

for police detail(s), and scheduling professional development, remote learning days or early release.

The District shall inform the Town at least 60 days prior to each election whether regular classes will be in session during the election.

If the school will remain open, the Parties shall jointly develop a written operations plan. This plan may include measures to address student safety, restrict voter access to the designated polling area, parking access, and the supervision of shared spaces.

The Town shall work with the District to ensure appropriate signage, staffing, and security measures are in place.

The Town shall be responsible for all election-related setup and equipment, placing and removing signage, and providing the elections staffing.

The District shall ensure that custodial access and basic building operations (e.g., indoor and outdoor lighting, HVAC, restrooms, parking, snow removal) are in place during elections.

4. Liability and Insurance

The Town shall maintain liability insurance coverage for its operations and personnel at the Polling Place during elections and shall provide a certificate of insurance to the District upon request.

The Parties agree to indemnify and hold each other harmless to the extent permitted by law for any claims arising from their own negligence or misconduct at the Polling Place during elections.

5. Costs

The Town shall bear all costs related to the conduct of elections, including staffing, security, and post-use cleanup.

The District shall not charge the Town additional rent or fees for use of the premises beyond what is required under the existing lease between the Town and the District.

6. Term and Termination

This MOU shall take effect upon signing and remain in force until terminated by mutual written agreement.

Amendments to this MOU must be made in writing and signed by both Parties.

7. Points of Contact

For the Town: Town Administrator, 23 Linden Street, Room 206, Berlin – 978-310-5901

For the District: Superintendent, 215 Main Street, Boylston – 508-869-2837

IN WITNESS WHEREOF, the Parties have executed this MOU as of the dates below:

Berlin Select Board

By: _____
R. Scott Hawkins

By: _____
Margaret Stone

By: _____
Lisa J. Wysocki

Date: _____

Berlin Boylston Regional School Committee

By: _____

Name: _____

Title: _____

Date: _____